



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** September 16, 2021

Staff Contact: Nancy Paulson, Carson City Manager and Stephanie Hicks, Deputy City Manager

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed no-cost Renewal to Cooperative Agreement for Airport Authority to Manage Carson City's Airport ("Renewal Agreement"), to be effective upon the date of approval and final execution by Carson City (the "City") and the Carson City Airport Authority ("CCAA") through June 30, 2026, with automatic renewal of successive terms of one year unless earlier terminated for cause or by mutual agreement. (Nancy Paulson, npaulson@carson.org and shicks@carson.org)

Staff Summary: The City and CCAA extended the term of the original agreement between the parties for the management of the Carson City Airport, entered into on May 17, 1990, to November 17, 2021. The parties have concluded negotiations for a successor agreement which is intended to be a comprehensive memorialization of the rights and obligations of the City and CCAA as set forth in this proposed Renewal Agreement.

Agenda Action: Formal Action / Motion **Time Requested:** 15 minutes

Proposed Motion

I move to approve the Renewal Agreement as presented.

Board's Strategic Goal

Efficient Government

Previous Action

May 17, 1990: The Board of Supervisors ("Board") approved and entered into an agreement with CCAA in accordance with the Airport Authority Act for Carson City.

October 6, 2016: With Board approval, the City and CCAA executed an amendment to the 1990 agreement, effective through the term of the 1990 agreement, to allow employees of CCAA to participate in health, dental, vision and life insurance plans that are provided to City employees.

May 7, 2020: With Board approval, the City and CCA executed an amendment to extend the term of the 1990 agreement to May 17, 2021.

May 6, 2021: With Board approval, the City and CCAA executed an amendment to further extend the term of the 1990 agreement to November 17, 2021.

Background/Issues & Analysis

CCAA was created by the Nevada Legislature with the passage and approval of Senate Bill No. 255 during the 1989 (65th) Legislative Session, made effective on October 1, 1989 as a special act of the Legislature and generally known as the Airport Authority Act for Carson City, Chapter 844 Statutes of Nevada 1989 (Act). On

May 17, 1990 and in accordance with the Act, the City and CCAA entered into an agreement captioned as the Cooperative Agreement for Airport Authority to Manage Carson City's Airport. That 1990 agreement established provisions for the transfer of property and certain rights and obligations of the parties relating to the Carson City Airport, and established a term of 30 years for the 1990 agreement to expire on May 17, 2020. The parties executed two amendments to the 1990 agreement to extend the term - once on May 7, 2020 and then again on May 6, 2021 - so that the parties would have additional time to review and negotiate a new agreement setting forth revised rights and obligations of the City and CCAA as they relate to the Carson City Airport.

The City and CCAA have since concluded negotiations and are proposing this Renewal Agreement, for a five-year term to expire on June 30, 2026 with automatic renewal of successive terms of one year under certain circumstances, to memorialize the parties' understanding.

Applicable Statute, Code, Policy, Rule or Regulation

The Airport Authority Act for Carson City, Chapter 844 Statutes of Nevada 1989; NRS Chapter 277

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted?

Explanation of Fiscal Impact:

Alternatives

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

Attachments:

[2021_Co-Op Agreement_City_CCAA_Final clean \(1\).docx](#)

[2021 CCAA_City_FINAL agreement with exhibits \(1\).pdf](#)

[Bd of Supe Action approving Tax revenues to Authority.pdf](#)

[1992 memo agt on personal prop taxes.pdf](#)

[090392BOSMinutes.pdf](#)

Board Action Taken:

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

(Vote Recorded By)

**RENEWAL TO COOPERATIVE AGREEMENT FOR
AIRPORT AUTHORITY TO MANAGE CARSON CITY'S AIRPORT**

This Renewal to Cooperative Agreement for Airport Authority to Manage Carson City's Airport ("RENEWAL AGREEMENT") is hereby made by and between Carson City, a consolidated municipality and political subdivision of the State of Nevada ("City") and the Carson City Airport Authority ("Authority"), a quasi-municipal corporation, each of whom may hereinafter be referred to individually as "Party" and collectively as "Parties."

RECITALS:

WHEREAS, the Authority was created by the Nevada Legislature with the passage and approval of Senate Bill No. 255 during the 65th Legislative Session (1989), made effective on October 1, 1989 as a special act of the Legislature and generally known as the Airport Authority Act for Carson City and codified at Chapter 844 Statutes of Nevada 1989 (the "Act"); and

WHEREAS, on May 17, 1990 the City and the Authority entered into an agreement captioned as the Cooperative Agreement for Airport Authority to Manage Carson City's Airport ("AGREEMENT", attached hereto as Exhibit 1) in accordance with the Act and NRS Chapter 277 which authorizes two or more political subdivisions to enter into such agreements for the performance of any governmental function, including the furnishing or exchange of personnel, equipment, property or facilities of any kind, or the payment of money; and

WHEREAS, the Parties executed an Amendment ("Unnumbered AMENDMENT", attached hereto as Exhibit 2) to the AGREEMENT on November 19, 2008, effective through the term of the AGREEMENT, for the purpose of ensuring clear chain of title on leases; and

WHEREAS, the Parties executed a First Amendment ("FIRST AMENDMENT", attached hereto as Exhibit 3) to the AGREEMENT on October 6, 2016, effective through the term of the AGREEMENT, for the purpose of allowing the Authority to participate in health, dental, vision and life insurance plans that are provided to City employees, if permitted by the City's benefits providers; and

WHEREAS, paragraph 16 of the AGREEMENT establishes a contract term of thirty years from the date of execution and the AGREEMENT is therefore set to expire on May 17, 2020; and

WHEREAS, paragraph 16 of the AGREEMENT authorizes the Parties to renew the AGREEMENT upon mutual negotiation and paragraph 19 of the AGREEMENT requires that any modifications thereto be mutually agreed upon in writing; and

WHEREAS, the Parties having mutually decided that in the best interest of the City and the Authority it was necessary to extend the AGREEMENT for a period of one year beyond its date of termination so that the Parties would have the necessary time to negotiate a new cooperative agreement, the Parties executed a Second Amendment ("SECOND AMENDMENT", attached

hereto as Exhibit 4) to the AGREEMENT on May 7, 2020, to expire on May 17, 2021 and a Third Amendment (“THIRD AMENDMENT”, attached hereto as Exhibit 5) to the AGREEMENT to further extend the expiration date to November 17, 2021; and

WHEREAS, the Parties have now completed negotiations and agreed that several of the duties and various other provisions contained in the AGREEMENT have long since been performed or have become obsolete, and that this RENEWAL AGREEMENT should establish a comprehensive understanding of the Parties with regard to prospective duties and obligations to effectuate the proper, continued operation of the Carson City Airport;

NOW THEREFORE, based on the mutual exchange of promises and good and valuable consideration, the sufficiency of which is acknowledged, the Parties do hereby covenant and agree as follows:

RENEWAL AGREEMENT TERMS:

1. **Term and termination.** The term of this RENEWAL AGREEMENT is for five (5) years, to terminate on the close of business day on June 30, 2026. Upon termination, this RENEWAL AGREEMENT will automatically renew for successive terms of one (1) year unless earlier terminated for cause or by mutual agreement.

Unless otherwise specified in this RENEWAL AGREEMENT, termination for cause shall not be effective until seven (7) calendar days after a Party has provided written notice of default or breach. Notice of termination may be given at the time of notice of default or breach, and 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 receiving 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 or notices.

2. **Effective date.** This RENEWAL AGREEMENT is effective immediately upon approval by the governing bodies of each Party and from the date on which the last required signature is affixed hereto (“Effective Date”).

3. **Superseding effect.** The Parties agree that the terms of this RENEWAL AGREEMENT supersede and replace all previously existing agreements made by and between the City and the Authority concerning the assumption of duties, obligations and liabilities with regard to the operation of the Carson City Airport, including the AGREEMENT, the FIRST AMENDMENT and the SECOND AMENDMENT.

4. **City as airport sponsor.** The Parties recognize and expressly incorporate herein by reference the letter opinion issued by the Federal Aviation Authority (“FAA”), dated August 25, 1989, which determined that the Authority did not have sufficient legal, financial and other necessary abilities to act as an airport sponsor under the Federal Airport Improvement Program.

To facilitate the Parties' mutual objectives, the City shall remain the landowner of the parcels upon which the Carson City Airport is located, as more particularly described in paragraph 5 of this RENEWAL AGREEMENT, and further remain the sponsor for Federal aid under the Federal Airport Improvement Program. The Authority shall manage, control, improve and maintain the Carson City Airport in a manner consistent with: (1) the certifications, representations, warranties, assurances and covenants contained in the City's grants with the Federal Government; (2) the provisions of the Act; (3) the applicable provisions of the Carson City Municipal Code; and (4) any other applicable provision of state and federal law and any regulations adopted thereto.

At such time the Authority is recognized by the FAA as having sufficient legal, financial and other necessary abilities to act as an airport sponsor under the Federal Airport Improvement Program, the Parties shall, as soon as reasonably practicable, negotiate in good faith the transfer of property and other rights consistent with the provisions of the Act.

5. **Assessor's Parcel numbers.** Upon execution of this RENEWAL AGREEMENT, the City shall continue to authorize the Authority, its agents, employees and representatives to enter upon, operate, improve, maintain and control the real property upon which the Carson City Airport is located, consistent with the terms of this RENEWAL AGREEMENT, the Act, the Carson City Municipal Code and any other applicable provisions of federal and state law and regulations adopted thereto, and which real property parcels are more particularly described as follows:

Assessor's Parcel Number (APN) 005-011-01	(formerly 8-131-02)
APN 005-011-02	(formerly 8-131-24)
APN 005-011-05	
APN 005-012-01	(CLEAR ZONE ON THE WEST)
APN 005-012-03	(CLEAR ZONE ON THE WEST)
APN 005-012-04	(CLEAR ZONE ON THE WEST)
APN 005-021-10	
APN 005-012-05	(CLEAR ZONE ON THE WEST)
APN 005-054-01	
APN 005-054-02	
APN 8-201-04	(COMBINED WITH 005-011-01)
APN 005-011-06	(formerly 8-201-06)
APN 005-012-02	(CLEAR ZONE ON THE WEST) (formerly 8-131-17)

The Parties acknowledge that the parcel numbers assigned to real property as described above may change from time to time and that therefore it may be in the best interest of the Parties to obtain a legal description of the parcels comprising the real property upon which the Carson City Airport is located. In the absence of any such legal descriptions and in the event of any dispute or disagreement, the Parties agree that lot lines for any parcel comprising the real property of the City are determined by the records of the Carson City Clerk-Recorder.

6. **Additional covenants.** The Parties hereby further agree to the following:

(a) The Authority must obtain from the City written authorization before acquiring real property by purchase for the purpose of Airport operations, and before leasing, selling or otherwise disposing of any real property. The Airport shall comply with all federal, State or local regulatory requirements, including, without limitation, development standards set forth in the Carson City Municipal Code, when performing work on any real property.

(b) The Authority shall maintain all runways, runway approaches and taxiways in a good and workmanlike manner and, at a minimum, at a standard that complies with any applicable federal or state laws and regulations adopted thereto. The City shall at all times, unless mutually agreed to by the Parties, ensure that no activity or operation of the City will cause an obstruction on a runway approach, or prevent compliance with FAA requirements on operations of the Airport.

(c) The City shall make available to the Authority the temporary staffing of City employees and the use of City facilities and equipment for the necessary operation and maintenance of the Carson City Airport if, at the sole discretion of the City, it is reasonably practicable to do so without adversely affecting appropriate staffing levels or normal operations of the City. Nothing in this subparagraph shall be construed as limiting the discretion of the Authority to hire its own employees or to acquire its own facilities and equipment.

(d) The Authority and the City shall continue to be bound by and comply with any and all agreements between the City and owners of real property situated adjacent to the real property upon which the Carson City Airport is located that affect the Carson City Airport and which are in existence as of the Effective Date of this RENEWAL AGREEMENT.

(e) The City shall make available, upon request and at no charge to the Authority for inspection and copying, any and all documents held by the City regarding the Carson City Airport that are necessary for the efficient, orderly operation of the Carson City Airport and not otherwise privileged or confidential. The Authority shall make available, upon request and at no charge to the City for inspection and copying, any and all documents held by the Authority not otherwise privileged or confidential.

(f) The City and the Authority shall endeavor to collaborate and cooperate jointly in the securing and administering of any Federal aid or grants that are beneficial to the Parties. Except to the extent that the City is required to act as the airport sponsor on behalf of the Authority and undertake associated tasks of receipt and disbursement to the Authority, the Authority is solely responsible for any other tasks or obligations related to the subsequent receipt, administering, reporting or disbursement of such Federal aid or grants, including, without limitation, compliance with terms and conditions of the aid or grants, bookkeeping and required audits, as applicable.

(g) The Authority and the City shall continue to be bound by any and all duties previously imposed, and to be imposed, by the FAA as such duties relate to the Authority or the City concerning the Carson City Airport. The Authority and the City shall not take any action or engage in any conduct to impair or violate any agreement with the FAA or any other regulatory agency affecting the Carson City Airport. The City may, at any time and with notice to the

Authority, cure any breach of agreement with the FAA or other regulatory agency and the cost of any such cure that is required or appropriate as the result of the Authority's conduct shall be paid immediately by the Authority upon demand by the City. The Authority may, at any time and with notice to the City, cure any breach of agreement with the FAA or other regulatory agency and the cost of any such cure that is required or appropriate as the result of the City's conduct shall be paid immediately by the City upon demand by the Authority.

(h) The City will continue to transfer to the Authority the personal property tax revenue on aircraft and other personal property located at the Airport, along with the real property tax received by the City on real property improvements on the Airport, pursuant to the Memorandum Agreement of the Parties recorded with the Carson City Clerk-Recorder on September 8, 1992 as Document No. 133998, along with the hangars adjacent to the Airport with Through-the-Fence access under Carson City Municipal Code Title 19, all as approved by the City on June 1, 2006 via majority vote of the Board of Supervisors and fixed annually by resolution as the operating rate of the City in accordance with NRS Chapter 361.

(i) The Authority shall purchase and maintain all insurance necessary to protect and insure from liability the Authority, its officials, employees, agents and representatives, and its properties and operations. Such insurance must include, at a minimum:

i. Aviation Ground Operations Liability Insurance, with a combined single limit for bodily injury, property damage, personal and advertising injury with a limit of not less than \$10,000,000 each occurrence. Coverage must include liability arising from premises, operations conducted by the Authority or on behalf of the Authority or the City at or from the premises of the Carson City Airport, products-completed operations, personal and advertising injury and liability assumed under an insured contract. Such coverage must also include liability arising from or related to the ownership, maintenance, use or operation of mobile equipment while on the premises of the Carson City Airport.

ii. Non-owned Aircraft Liability Insurance, with a combined single limit of not less than \$1,000,000 for bodily injury and property damage with a limit of not less than \$1,000,000 each occurrence.

iii. Ground Hangar Keeper's Legal Liability Insurance with a limit of not less than \$1,000,000 each occurrence, if the Authority provides hangars, tie-downs or fueling of any aircraft which are owned by a person or entity other than the Authority.

iv. Workers' Compensation and Employer Liability Insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury by accident or \$1,000,000 per employee for bodily injury by disease.

v. Commercial Automobile Liability Insurance and, if deemed necessary by the Authority, Commercial Umbrella Liability Insurance, with a limit of not less than \$1,000,000 for each accident. Coverage must apply to liability arising from or related to any owned, leased or hired vehicle.

vi. Public Officials (Errors & Omissions Liability) Insurance, with a limit of not less than \$1,000,000 for each wrongful act.

vii. Property Insurance to insure against physical damage to personal property and mobile equipment that the Authority owns, leases or is otherwise responsible for. Coverage must be written on a replacement cost basis for personal property and actual cash value basis for mobile equipment.

(j) For all insurance required to be maintained by the Authority pursuant to subparagraph (i) above, excluding professional liability (errors & omissions, workers' compensation and property insurance as described above), the City must be included as an additional insured. The Authority's liability coverage must apply as primary insurance in relation to any other insurance or self-insurance maintained by the City, and the Authority shall waive all rights against the City and its officials, employees, agents and representatives for the recovery of damages to the extent those damages are covered by the liability insurance required to be maintained by the Authority under this RENEWAL AGREEMENT.

The Authority's liability insurance shall be primary as respects the City, its officials, employees, agents and representatives. Any other insurance or self-insurance available to the City shall be deemed excess over the insurance required to be maintained by the Authority and does not contribute with it.

The Authority shall furnish the City with certificates of insurance, executed by a duly authorized representative of each insurer, indicating compliance with the insurance requirements required by subparagraph (i) above. Any failure of the City to demand a certificate of insurance or other evidence of insurance, or failure of the City to identify a deficiency in any certificate or other evidence of insurance, shall not be construed as a waiver of the Authority's obligation to maintain the required insurance under the terms of this RENEWAL AGREEMENT.

The Authority shall provide to the City written notice as soon as reasonably practicable before the cancellation or nonrenewal of any insurance required by subparagraph (i) above. Notwithstanding any other provision to the contrary, a failure of the Authority to maintain proper insurance in accordance with the terms of this RENEWAL AGREEMENT constitutes breach and the City may, at its election, terminate this RENEWAL AGREEMENT without providing an opportunity to cure or purchase sufficient insurance on behalf of the Authority, the cost of which must be paid by the Authority upon demand.

All insurance required to be purchased and maintained by the Authority under this RENEWAL AGREEMENT must be placed with insurers acceptable to the City and with A.M. Best Ratings of at least A VII.

The Parties acknowledge that the insurance requirements established by this RENEWAL AGREEMENT do not constitute any representation or assurance of the City that such coverage and corresponding limits will be adequate to protect the Authority from liability. The Authority is encouraged to purchase any additional insurance as it deems necessary. The Parties further acknowledge that the coverage and corresponding limits shall not be deemed a limitation on the

obligations of the Authority under the indemnities granted to the City under this RENEWAL AGREEMENT.

(k) The City shall purchase and maintain:

i. Commercial General Liability, Automobile Liability and Workers' Compensation and Employer Liability Insurance with limits the City deems adequate for City operations and activities at the Carson City Airport.

ii. Commercial Property Insurance on a replacement cost basis for any personal property assets owned by the City and located at the Carson City Airport, including but not limited to, insurance coverage for the Terminal Building until said property is transferred to the Authority.

7. **Severability.** If any term or provision of this RENEWAL AGREEMENT is deemed to be invalid or unenforceable to any extent, the remainder of this RENEWAL AGREEMENT will not be affected thereby, and each remaining term and provision of this RENEWAL AGREEMENT will be valid and be enforced to the fullest extent permitted by the law.

8. **No waiver.** No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision contained herein. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving Party, which will be extended by a period of time equal to the period of the delay.

9. **Assignability.** This RENEWAL AGREEMENT is binding upon and inures to the benefit of the permitted successors and assigns of the Parties hereto. Neither Party may assign any of the rights or delegate any of the duties of this RENEWAL AGREEMENT without the express written consent of the other Party.

10. **Governing law.** The Parties hereto expressly agree that this RENEWAL AGREEMENT will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada.

11. **Indemnification.** 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 officials, employees, agents and representatives. 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 paragraph.

12. **Immunity.** The City and the Authority will not waive and each 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.

13. **Force majeure.** Neither Party shall be deemed to be in violation of this RENEWAL AGREEMENT 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 RENEWAL AGREEMENT after the intervening cause ceases.

14. **Entire agreement.** This RENEWAL AGREEMENT constitutes the entire understanding of the Parties and as such is intended as a complete and exclusive statement of the promises, representation, negotiations, discussions and other agreements that may have been made in connection with the subject matter hereof. No modification or amendment to this RENEWAL AGREEMENT shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

15. **Notice.** All notices or other communications required or permitted to be given under this RENEWAL AGREEMENT must be made 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:

Notice to the City shall be addressed to:
Carson City Manager
201 North Carson Street, Suite 2
Carson City, NV 89701
Contact (tel.) 775-887-2100 to obtain current e-mail
Fax: 775-887-2286

Notice to the Authority shall be addressed to:
Airport Manager
2600 College Parkway #6
Carson City, NV 89706
Contact (tel) 775-841-2255 to obtain current e-mail

16. **Acknowledgement and execution.** This RENEWAL AGREEMENT may be executed in counterparts. The Parties hereto have caused this RENEWAL AGREEMENT to be signed and intend to be legally bound thereby as follows:

For the City:

LORI BAGWELL
Carson City Mayor

Date

For the Authority:

Airport Authority Board Chair

Date

ATTEST:

AUBREY ROWLATT, Clerk-Recorder

CITY'S LEGAL COUNSEL
Approved as to form:

DISTRICT ATTORNEY

AIRPORT AUTHORITY COUNSEL
Approved as to form:

STEVEN E. TACKES, ESQ.

**RENEWAL TO COOPERATIVE AGREEMENT FOR
AIRPORT AUTHORITY TO MANAGE CARSON CITY'S AIRPORT**

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RECITALS:

WHEREAS, the Authority was created by the Nevada Legislature with the passage and approval of Senate Bill No. 255 during the 65th Legislative Session (1989), made effective on October 1, 1989 as a special act of the Legislature and generally known as the Airport Authority Act for Carson City and codified at Chapter 844 Statutes of Nevada 1989 (the "Act"); and

WHEREAS, on May 17, 1990 the City and the Authority entered into an agreement captioned as the Cooperative Agreement for Airport Authority to Manage Carson City's Airport ("AGREEMENT", attached hereto as Exhibit 1) in accordance with the Act and NRS Chapter 277 which authorizes two or more political subdivisions to enter into such agreements for the performance of any governmental function, including the furnishing or exchange of personnel, equipment, property or facilities of any kind, or the payment of money; and

WHEREAS, the Parties executed an Amendment ("Unnumbered AMENDMENT", attached hereto as Exhibit 2) to the AGREEMENT on November 19, 2008, effective through the term of the AGREEMENT, for the purpose of ensuring clear chain of title on leases; and

WHEREAS, the Parties executed a First Amendment ("FIRST AMENDMENT", attached hereto as Exhibit 3) to the AGREEMENT on October 6, 2016, effective through the term of the AGREEMENT, for the purpose of allowing the Authority to participate in health, dental, vision and life insurance plans that are provided to City employees, if permitted by the City's benefits providers; and

WHEREAS, paragraph 16 of the AGREEMENT establishes a contract term of thirty years from the date of execution and the AGREEMENT is therefore set to expire on May 17, 2020; and

WHEREAS, paragraph 16 of the AGREEMENT authorizes the Parties to renew the AGREEMENT upon mutual negotiation and paragraph 19 of the AGREEMENT requires that any modifications thereto be mutually agreed upon in writing; and

WHEREAS, the Parties having mutually decided that in the best interest of the City and the Authority it was necessary to extend the AGREEMENT for a period of one year beyond its date of termination so that the Parties would have the necessary time to negotiate a new cooperative agreement, the Parties executed a Second Amendment ("SECOND AMENDMENT", attached

hereto as Exhibit 4) to the AGREEMENT on May 7, 2020, to expire on May 17, 2021 and a Third Amendment (“THIRD AMENDMENT”, attached hereto as Exhibit 5) to the AGREEMENT to further extend the expiration date to November 17, 2021; and

WHEREAS, the Parties have now completed negotiations and agreed that several of the duties and various other provisions contained in the AGREEMENT have long since been performed or have become obsolete, and that this RENEWAL AGREEMENT should establish a comprehensive understanding of the Parties with regard to prospective duties and obligations to effectuate the proper, continued operation of the Carson City Airport;

NOW THEREFORE, based on the mutual exchange of promises and good and valuable consideration, the sufficiency of which is acknowledged, the Parties do hereby covenant and agree as follows:

RENEWAL AGREEMENT TERMS:

1. **Term and termination.** The term of this RENEWAL AGREEMENT is for five (5) years, to terminate on the close of business day on June 30, 2026. Upon termination, this RENEWAL AGREEMENT will automatically renew for successive terms of one (1) year unless earlier terminated for cause or by mutual agreement.

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To facilitate the Parties' mutual objectives, the City shall remain the landowner of the parcels upon which the Carson City Airport is located, as more particularly described in paragraph 5 of this RENEWAL AGREEMENT, and further remain the sponsor for Federal aid under the Federal Airport Improvement Program. The Authority shall manage, control, improve and maintain the Carson City Airport in a manner consistent with: (1) the certifications, representations, warranties, assurances and covenants contained in the City's grants with the Federal Government; (2) the provisions of the Act; (3) the applicable provisions of the Carson City Municipal Code; and (4) any other applicable provision of state and federal law and any regulations adopted thereto.

At such time the Authority is recognized by the FAA as having sufficient legal, financial and other necessary abilities to act as an airport sponsor under the Federal Airport Improvement Program, the Parties shall, as soon as reasonably practicable, negotiate in good faith the transfer of property and other rights consistent with the provisions of the Act.

5. **Assessor's Parcel numbers.** Upon execution of this RENEWAL AGREEMENT, the City shall continue to authorize the Authority, its agents, employees and representatives to enter upon, operate, improve, maintain and control the real property upon which the Carson City Airport is located, consistent with the terms of this RENEWAL AGREEMENT, the Act, the Carson City Municipal Code and any other applicable provisions of federal and state law and regulations adopted thereto, and which real property parcels are more particularly described as follows:

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APN 005-054-01	
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APN 005-011-06	(formerly 8-201-06)
APN 005-012-02	(CLEAR ZONE ON THE WEST) (formerly 8-131-17)

The Parties acknowledge that the parcel numbers assigned to real property as described above may change from time to time and that therefore it may be in the best interest of the Parties to obtain a legal description of the parcels comprising the real property upon which the Carson City Airport is located. In the absence of any such legal descriptions and in the event of any dispute or disagreement, the Parties agree that lot lines for any parcel comprising the real property of the City are determined by the records of the Carson City Clerk-Recorder.

6. **Additional covenants.** The Parties hereby further agree to the following:

(a) The Authority must obtain from the City written authorization before acquiring real property by purchase for the purpose of Airport operations, and before leasing, selling or otherwise disposing of any real property. The Airport shall comply with all federal, State or local regulatory requirements, including, without limitation, development standards set forth in the Carson City Municipal Code, when performing work on any real property.

(b) The Authority shall maintain all runways, runway approaches and taxiways in a good and workmanlike manner and, at a minimum, at a standard that complies with any applicable federal or state laws and regulations adopted thereto. The City shall at all times, unless mutually agreed to by the Parties, ensure that no activity or operation of the City will cause an obstruction on a runway approach, or prevent compliance with FAA requirements on operations of the Airport.

(c) The City shall make available to the Authority the temporary staffing of City employees and the use of City facilities and equipment for the necessary operation and maintenance of the Carson City Airport if, at the sole discretion of the City, it is reasonably practicable to do so without adversely affecting appropriate staffing levels or normal operations of the City. Nothing in this subparagraph shall be construed as limiting the discretion of the Authority to hire its own employees or to acquire its own facilities and equipment.

(d) The Authority and the City shall continue to be bound by and comply with any and all agreements between the City and owners of real property situated adjacent to the real property upon which the Carson City Airport is located that affect the Carson City Airport and which are in existence as of the Effective Date of this RENEWAL AGREEMENT.

(e) The City shall make available, upon request and at no charge to the Authority for inspection and copying, any and all documents held by the City regarding the Carson City Airport that are necessary for the efficient, orderly operation of the Carson City Airport and not otherwise privileged or confidential. The Authority shall make available, upon request and at no charge to the City for inspection and copying, any and all documents held by the Authority not otherwise privileged or confidential.

(f) The City and the Authority shall endeavor to collaborate and cooperate jointly in the securing and administering of any Federal aid or grants that are beneficial to the Parties. Except to the extent that the City is required to act as the airport sponsor on behalf of the Authority and undertake associated tasks of receipt and disbursement to the Authority, the Authority is solely responsible for any other tasks or obligations related to the subsequent receipt, administering, reporting or disbursement of such Federal aid or grants, including, without limitation, compliance with terms and conditions of the aid or grants, bookkeeping and required audits, as applicable.

(g) The Authority and the City shall continue to be bound by any and all duties previously imposed, and to be imposed, by the FAA as such duties relate to the Authority or the City concerning the Carson City Airport. The Authority and the City shall not take any action or engage in any conduct to impair or violate any agreement with the FAA or any other regulatory agency affecting the Carson City Airport. The City may, at any time and with notice to the

Authority, cure any breach of agreement with the FAA or other regulatory agency and the cost of any such cure that is required or appropriate as the result of the Authority's conduct shall be paid immediately by the Authority upon demand by the City. The Authority may, at any time and with notice to the City, cure any breach of agreement with the FAA or other regulatory agency and the cost of any such cure that is required or appropriate as the result of the City's conduct shall be paid immediately by the City upon demand by the Authority.

(h) The City will continue to transfer to the Authority the personal property tax revenue on aircraft and other personal property located at the Airport, along with the real property tax received by the City on real property improvements on the Airport, pursuant to the Memorandum Agreement of the Parties recorded with the Carson City Clerk-Recorder on September 8, 1992 as Document No. 133998, along with the hangars adjacent to the Airport with Through-the-Fence access under Carson City Municipal Code Title 19, all as approved by the City on June 1, 2006 via majority vote of the Board of Supervisors and fixed annually by resolution as the operating rate of the City in accordance with NRS Chapter 361.

(i) The Authority shall purchase and maintain all insurance necessary to protect and insure from liability the Authority, its officials, employees, agents and representatives, and its properties and operations. Such insurance must include, at a minimum:

i. Aviation Ground Operations Liability Insurance, with a combined single limit for bodily injury, property damage, personal and advertising injury with a limit of not less than \$10,000,000 each occurrence. Coverage must include liability arising from premises, operations conducted by the Authority or on behalf of the Authority or the City at or from the premises of the Carson City Airport, products-completed operations, personal and advertising injury and liability assumed under an insured contract. Such coverage must also include liability arising from or related to the ownership, maintenance, use or operation of mobile equipment while on the premises of the Carson City Airport.

ii. Non-owned Aircraft Liability Insurance, with a combined single limit of not less than \$1,000,000 for bodily injury and property damage with a limit of not less than \$1,000,000 each occurrence.

iii. Ground Hangar Keeper's Legal Liability Insurance with a limit of not less than \$1,000,000 each occurrence, if the Authority provides hangars, tie-downs or fueling of any aircraft which are owned by a person or entity other than the Authority.

iv. Workers' Compensation and Employer Liability Insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury by accident or \$1,000,000 per employee for bodily injury by disease.

v. Commercial Automobile Liability Insurance and, if deemed necessary by the Authority, Commercial Umbrella Liability Insurance, with a limit of not less than \$1,000,000 for each accident. Coverage must apply to liability arising from or related to any owned, leased or hired vehicle.

vi. Public Officials (Errors & Omissions Liability) Insurance, with a limit of not less than \$1,000,000 for each wrongful act.

vii. Property Insurance to insure against physical damage to personal property and mobile equipment that the Authority owns, leases or is otherwise responsible for. Coverage must be written on a replacement cost basis for personal property and actual cash value basis for mobile equipment.

(j) For all insurance required to be maintained by the Authority pursuant to subparagraph (i) above, excluding professional liability (errors & omissions, workers' compensation and property insurance as described above), the City must be included as an additional insured. The Authority's liability coverage must apply as primary insurance in relation to any other insurance or self-insurance maintained by the City, and the Authority shall waive all rights against the City and its officials, employees, agents and representatives for the recovery of damages to the extent those damages are covered by the liability insurance required to be maintained by the Authority under this RENEWAL AGREEMENT.

The Authority's liability insurance shall be primary as respects the City, its officials, employees, agents and representatives. Any other insurance or self-insurance available to the City shall be deemed excess over the insurance required to be maintained by the Authority and does not contribute with it.

The Authority shall furnish the City with certificates of insurance, executed by a duly authorized representative of each insurer, indicating compliance with the insurance requirements required by subparagraph (i) above. Any failure of the City to demand a certificate of insurance or other evidence of insurance, or failure of the City to identify a deficiency in any certificate or other evidence of insurance, shall not be construed as a waiver of the Authority's obligation to maintain the required insurance under the terms of this RENEWAL AGREEMENT.

The Authority shall provide to the City written notice as soon as reasonably practicable before the cancellation or nonrenewal of any insurance required by subparagraph (i) above. Notwithstanding any other provision to the contrary, a failure of the Authority to maintain proper insurance in accordance with the terms of this RENEWAL AGREEMENT constitutes breach and the City may, at its election, terminate this RENEWAL AGREEMENT without providing an opportunity to cure or purchase sufficient insurance on behalf of the Authority, the cost of which must be paid by the Authority upon demand.

All insurance required to be purchased and maintained by the Authority under this RENEWAL AGREEMENT must be placed with insurers acceptable to the City and with A.M. Best Ratings of at least A VII.

The Parties acknowledge that the insurance requirements established by this RENEWAL AGREEMENT do not constitute any representation or assurance of the City that such coverage and corresponding limits will be adequate to protect the Authority from liability. The Authority is encouraged to purchase any additional insurance as it deems necessary. The Parties further acknowledge that the coverage and corresponding limits shall not be deemed a limitation on the

obligations of the Authority under the indemnities granted to the City under this RENEWAL AGREEMENT.

(k) The City shall purchase and maintain:

i. Commercial General Liability, Automobile Liability and Workers' Compensation and Employer Liability Insurance with limits the City deems adequate for City operations and activities at the Carson City Airport.

ii. Commercial Property Insurance on a replacement cost basis for any personal property assets owned by the City and located at the Carson City Airport, including but not limited to, insurance coverage for the Terminal Building until said property is transferred to the Authority.

7. **Severability.** If any term or provision of this RENEWAL AGREEMENT is deemed to be invalid or unenforceable to any extent, the remainder of this RENEWAL AGREEMENT will not be affected thereby, and each remaining term and provision of this RENEWAL AGREEMENT will be valid and be enforced to the fullest extent permitted by the law.

8. **No waiver.** No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision contained herein. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving Party, which will be extended by a period of time equal to the period of the delay.

9. **Assignability.** This RENEWAL AGREEMENT is binding upon and inures to the benefit of the permitted successors and assigns of the Parties hereto. Neither Party may assign any of the rights or delegate any of the duties of this RENEWAL AGREEMENT without the express written consent of the other Party.

10. **Governing law.** The Parties hereto expressly agree that this RENEWAL AGREEMENT will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada.

11. **Indemnification.** 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 officials, employees, agents and representatives. 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 paragraph.

12. **Immunity.** The City and the Authority will not waive and each 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.

13. **Force majeure.** Neither Party shall be deemed to be in violation of this RENEWAL AGREEMENT 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 RENEWAL AGREEMENT after the intervening cause ceases.

14. **Entire agreement.** This RENEWAL AGREEMENT constitutes the entire understanding of the Parties and as such is intended as a complete and exclusive statement of the promises, representation, negotiations, discussions and other agreements that may have been made in connection with the subject matter hereof. No modification or amendment to this RENEWAL AGREEMENT shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

15. **Notice.** All notices or other communications required or permitted to be given under this RENEWAL AGREEMENT must be made 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:

Notice to the City shall be addressed to:

Carson City Manager

201 North Carson Street, Suite 2

Carson City, NV 89701

Contact (tel.) 775-887-2100 to obtain current e-mail

Fax: 775-887-2286

Notice to the Authority shall be addressed to:

Airport Manager

2600 College Parkway #6

Carson City, NV 89706

Contact (tel) 775-841-2255 to obtain current e-mail

16. **Acknowledgement and execution.** This RENEWAL AGREEMENT may be executed in counterparts. The Parties hereto have caused this RENEWAL AGREEMENT to be signed and intend to be legally bound thereby as follows:

For the City:

LORI BAGWELL
Carson City Mayor

Date

For the Authority:

Airport Authority Board Chair

Date

ATTEST:

AUBREY ROWLATT, Clerk-Recorder

CITY'S LEGAL COUNSEL
Approved as to form:

DISTRICT ATTORNEY

AIRPORT AUTHORITY COUNSEL
Approved as to form:

STEVEN E. TACKES, ESQ.

EXHIBIT 1

COOPERATIVE AGREEMENT FOR AIRPORT AUTHORITY
TO MANAGE CARSON CITY'S AIRPORT

1
2 This cooperative agreement is made and entered into this 17th day
3 of May, 1990, by and between CARSON CITY, a consolidated
4 municipality of the State of Nevada hereinafter "CITY" and the CARSON CITY
5 AIRPORT AUTHORITY, a quasi-municipal corporation, hereinafter "the
6 AUTHORITY".

W I T N E S S E T H:

7
8 WHEREAS, the Nevada State Legislature, through the passage of S.B.
9 255, created the AUTHORITY; and

10 WHEREAS, the members of the AUTHORITY have been appointed and
11 sworn to serve; and

12 WHEREAS, Section 26 of S.B. 255 requires the CITY and the
13 AUTHORITY to enter into an agreement for the transfer of properties,
14 functions and obligations regarding the Carson City Airport on and after
15 January 1, 1990; and

16 WHEREAS, under NRS 277.045 any two or more political subdivisions
17 of the State may enter into a cooperative agreement; and

18 WHEREAS, by a letter opinion dated August 25, 1989, the Federal
19 Aviation Administration has determined that the Carson City Airport
20 Authority does not have sufficient legal, financial, and other necessary
21 ability to act as an airport sponsor under the Federal Airport Improvement
22 Program; and

23 WHEREAS, said letter of opinion is attached hereto and incorporated
24 herein as Exhibit 1; and

25 WHEREAS, CITY desires to remain the landowner and sponsor for
26 Federal aid under the Federal Airport Improvement Program and further
27 desires the AUTHORITY to manage the Carson City Airport consistent with the
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E L 001, 00770

1 certifications, representations, warranties, assurances and covenants
2 contained in CITY's grants with the Federal Government.

3 NOW, THEREFORE, for good and valuable consideration as evidenced
4 by the mutual covenants set forth herein the parties agree as follows:

5 1. Upon execution of this agreement CITY shall allow AUTHORITY,
6 its agents, servants and employees to enter upon, operate, improve, maintain
7 and control the real property commonly known as the Carson City Airport and
8 more particularly described as follows:

9 The combined real properties made up of:

10 Assessor's parcel number (APN) 8-131-02

11 APN 8-131-24

12 APN 8-201-04

13 APN 8-201-06

14 APN 8-131-17 (clear zone on the west)

15 Any alterations to land or buildings, excluding normal maintenance
16 and repair, located at the above-described real property shall be subject to
17 CITY's prior written approval until the Airport Authority is recognized by
18 F.A.A. as a grant sponsor.

19 2. AUTHORITY agrees to manage, control, operate, improve and
20 maintain said Carson City Airport consistent with the provisions of S.B. 255
21 until such time as the F.A.A. recognizes Authority as having the ability to
22 act as a grant sponsor. At said time the parties will negotiate and
23 complete further transfer of airport properties. Said law is attached
24 hereto and incorporated herein as Exhibit 2.

25 Since CARSON CITY is obligated to keep the runway approaches clear
26 of obstructions, the parties agree that the AUTHORITY shall maintain all
27 runways, runway approaches and taxiways in a good and workmanlike manner.

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3. CITY agrees to make available to AUTHORITY such officers, employees, facilities and equipment as requested by AUTHORITY for the necessary operations and maintenance of the airport. CITY will use its best efforts to supply, upon written request, said officers, employees facilities and equipment so long as said efforts do not adversely impact normal CITY operations.

CITY shall charge the AUTHORITY for the use of its officers, employees, facilities and equipment pursuant to the CITY's cost allocation program. An illustrative example of a portion of said program is attached hereto and incorporated herein as Exhibit 3. The parties agree that this program may be periodically updated with new costs by the CITY's finance department in accordance with actual services utilized and actual costs incurred by the CITY to provide the service.

Nothing in this provision is meant to limit the ability of the AUTHORITY to hire its own officers and employees and to acquire its own equipment.

4. CITY shall transfer all airport monies, excluding expenditures and Federal grant monies, to the AUTHORITY as soon as the AUTHORITY has established the proper account or accounts to receive said monies. The parties intend that AUTHORITY'S separate budget shall be in place as of July 31, 1990. The AUTHORITY may use all or part of said monies prior to the transfer so long as CITY gives its prior written approval of said use.

5. Airport budget-type accounts receivable which are due and owing to the CITY prior to January 1, 1990 shall be assigned to the AUTHORITY. Liabilities and accounts payable by CITY to others under the airport budget prior to January 1, 1990 shall be delegated to the AUTHORITY for payment.

1 All rights and duties to manage, operate and maintain the Carson
2 City Airport after January 1, 1990 shall be the sole responsibility of the
3 AUTHORITY.

4 6. CITY shall transfer ownership of the items of personal
5 property set forth on Exhibit 4, excluding the Crash and Rescue Truck known
6 as Engine 5, to the AUTHORITY as soon as possible after execution of this
7 Agreement. The CITY and AUTHORITY agree the Crash and Rescue Truck known as
8 Engine 5 is half owned by the AUTHORITY and half owned by the CITY in
9 recognition of the AUTHORITY purchasing the Truck and the CITY purchasing
10 the equipment on the truck. The CITY will continue to operate, maintain and
11 equip the truck. The truck will continue to be housed at Fire Station #2.
12 The crack sealer will be transferred to the AUTHORITY, however, the CITY may
13 use it with approval by the AUTHORITY.

14 7. Although CITY will remain the landlord, CITY hereby assigns
15 its contractual rights and delegates its contractual duties to the AUTHORITY
16 on the following airport master leaseholds:

- 17 A. Cubix Corp. - Parcel W1-C
18 B. El Aero Services - Parcels W1A, W1-B, W1-D, W1-E, W1-F,
(and addendums) .014, .015, .016, .017, .006
19 C. Hanger 7, Inc. - Parcels .007, 009, .013
20 D. Mentors Unlimited - Parcel
21 E. Sage Air - Parcels W2-A, W2-B
(and addendums)
22 F. Silverflite, Inc. - Parcel .012
(and addendums)
23 G. Thomas/Comstock Aviation - Parcel .010
(and addendums)
24

25 8. CITY hereby assigns its rights and delegates its duties to
26 the AUTHORITY in that certain maintenance contract for the airport security
27 gates. Said contract was entered into on the 31st day of December, 1988,
28

1 between the CITY and Artistic Fence Co.

2 City also assigns its rights and delegates its duties to administer
3 and operate the pass-card program for airport access as set forth in
4 Resolution No. 1986-R-54.

5 9. AUTHORITY hereby agrees to be bound by and to comply with any
6 and all agreements which CITY now has with the landowners directly adjacent
7 to the Carson City Airport. Illustrative, but not necessarily all
8 inclusive, are the CITY's agreements with: The John D Winters Family Trust
9 dated November 16, 1984 and recorded at Book 381 at pages 083 through 095;
10 CITY's easement agreement with Precision Founders for airpark lots 72-B and
11 72-C; CITY's lease with the Civil Air Patrol dated August 19, 1982 and
12 addendum to lease dated April 2, 1987 for lot 72-A; and CITY's agreements
13 with Physical Systems, Inc. regarding its purchase of lot 65 located at 2151
14 Lockheed Way.

15 10. CITY hereby agrees to make available to AUTHORITY for
16 inspection and copying any and all Carson City Airport maps and the Carson
17 City Airport Master Plan.

18 11. AUTHORITY hereby agrees to work with CITY to enforce all
19 provisions of CCMC Title 19 (Airport Rules and Regulations) until such time
20 as the AUTHORITY desires to and implements comprehensive rules for the
21 management, operation and control of the Carson City Airport.

22 12. CITY agrees that it shall maintain such insurance as will
23 protect the CITY from all claims under 1) Workmen's Compensation; 2)
24 Personal liability; 3) Property damage and all other claims for damages,
25 including personal injury and death, which may arise out of the CITY's
26 operations at the airport.

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13. AUTHORITY agrees that it shall furnish and maintain:

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2 1) in an amount acceptable to the CITY and not less than one
3 million dollars per occurrence, such general liability insurance as shall
4 protect AUTHORITY from claims for, but not limited to, bodily injury,
5 sickness, disease, death or property damage arising or resulting from its
6 use, occupancy, activities, operations, products or performance, or that of
7 any contractor, person, firm or employee directly or indirectly employed by
8 AUTHORITY on CITY property, or on behalf of the AUTHORITY or CITY, or in
9 fulfillment of any obligations or services under contract; and

10 2) workers compensation insurance as required by law.

11 AUTHORITY's insurance shall be primary as respects CITY, its
12 officers, employees and volunteers. Any other coverage (insurance or
13 otherwise) available to CITY shall be excess over the insurance required and
14 shall not contribute with it.

15 The insurance requirements specified herein do not relieve
16 AUTHORITY of its responsibility or limit the amount of its liability to CITY
17 or other persons and AUTHORITY is encouraged to purchase such additional
18 insurance as AUTHORITY deems necessary.

19 CITY agrees to maintain public officials errors or omissions
20 liability insurance for CITY and AUTHORITY in the amount of at least
21 \$1,000,000 per occurrence with any deductible to be absorbed by CITY.
22 AUTHORITY will pay CITY and AUTHORITY's share of any premiums.

23 CITY agrees to maintain personal property insurance subject to
24 AUTHORITY bearing the first \$500 of any claim. AUTHORITY will pay CITY the
25 AUTHORITY's share of any premiums.

26 14. The CITY and AUTHORITY agree to act in a cooperative manner
27 in securing and administering any federal grants. The AUTHORITY is
28 responsible for determining the types of grants the CITY shall apply for.

1 The CITY through its grants administrator, shall be responsible for the
2 grant applications. Mutual agreement by the parties is required on
3 receipts, and disbursements in accordance with the grants. The CITY shall
4 secure an annual audit of the grants through its city-wide audit. The
5 AUTHORITY shall transfer to the CITY the local matching share of the grants
6 at the time of grant approval.

7 AUTHORITY agrees to be bound by any and all duties previously
8 imposed and to be imposed upon Carson City by the Federal Aviation
9 Administration concerning the Carson City Airport. AUTHORITY hereby warrants
10 that it shall not take any action which will impair any of CITY's agreements
11 with the Federal Aviation Administration. AUTHORITY agrees to communicate
12 with representatives of the Federal Aviation Administration in order to have
13 a clear understanding of all requirements involved. The parties agree that
14 since the CITY remains the sponsor for past and future F.A.A. grants that
15 CITY may, at any time, with or without notice, cure any breach of CITY's
16 assurances with the F.A.A. CITY's costs to cure any breach specifically
17 created by the actions of the AUTHORITY shall be paid by the AUTHORITY.

18 15. The parties agree that there are no existing claims or
19 lawsuits against CITY, its agents, servants and employees, regarding any
20 facet of the Carson City Airport at the time of execution of this contract.

21 16. This Agreement shall be valid for a term of THIRTY (30) years
22 from the date of execution unless earlier terminated for cause or by mutual
23 agreement. The parties may thereafter renew based upon mutual negotiation
24 and agreement.

25 17. AUTHORITY warrants that it shall manage, operate, control and
26 maintain the Carson City Airport in accordance with all Federal, State and
27 local laws, rules, regulations, statutes and ordinances.

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18. The parties agree that this contract shall be interpreted under Nevada law.

19. The parties agree that this is the entire understanding of said parties. Any modifications to the contract must be mutually agreed to in writing.

IN WITNESS WHEREOF, the parties hereby entered into this contract on the day and year first above-written.

CARSON CITY:

AIRPORT AUTHORITY:

By Marv Teixeira
MARV TELXEIRA, Mayor

By Bob Thomas
BOB THOMAS, Chairman

ATTEST:

ATTEST:

Alan Glover
ALAN GLOVER - Clerk/Recorder

Jerry Weaver
JERRY WEAVER - Secretary

Approved as to legal form:

By Robert Lauer deputy.
NOEL S. WATERS, District Attorney

Approved as to financial impact:

Mary C Walker
MARY WALKER Finance Director

Risk Management approval

John Berkich
John Berkich

U.S. Department
of Transportation
Federal Aviation
Administration

San Francisco Air Traffic District Office
831 Market Road
Berkeley, California 94010-1303

August 25, 1989

Mr. Michael Dean Rooy
Deputy City Manager
Carson City
2621 Northgate Lane
Carson City, Nevada 89701

Dear Mr. Rooy:

We have completed our review of the Senate Bill 255 which establishes the Carson City Airport Authority. It is our opinion that the Carson City Airport Authority does not have sufficient legal, financial, and other necessary ability to act as an airport sponsor to carry out the certification, representation, verification, assessment, and coverage under the sponsor's obligations contained in the Airport Improvement Program project applications and grant agreements.

The Airport Authority's attorney may submit an opinion in accordance with the enclosed Order 5100.38, paragraph 201b for our consideration. Otherwise, only the City of Carson is the eligible airport sponsor under our guidelines.

Sincerely,

John L. Phillips
JOHN L. PHILLIPS

Manager, Airport Operations Office



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4. Upon receipt of the license, the operator shall display the license number prominently in the body shop and include the license number on all estimates and invoices for repairs.

5. A license expires on December 31 of the year for which it is issued.

6. A licensee may renew his license by submitting to the department:

(a) A completed application for renewal upon a form supplied by the department; and

(b) The fee for renewal of a license provided in subsection 2.

Sec. 7. This act becomes effective upon passage and approval and applies retroactively to the renewal of all licenses in effect on December 31, 1986.

Senate Bill No. 255—Senator Joerg

CHAPTER 844

relating to airports; creating the Airport Authority of Carson City; making legislative findings; defining certain words and terms; providing for the appointment, number, terms, compensation, duties and powers of a board of trustees; specifying the powers of the authority, including the power, subject to the approval of the board of supervisors, to set the rate for a tax ad valorem, borrow money and issue securities to evidence such borrowing; requiring the transfer of airport properties, functions and outstanding obligations of Carson City to the Authority; and providing other matters properly relating thereto.

[Approved July 5, 1989]

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. As used in this act, unless the context otherwise requires:

1. "Airport" means any airport or heliport and related facilities and equipment.

2. "Authority" means the Airport Authority of Carson City.

3. "Board" means the board of trustees of the authority.

4. "Board of supervisors" means the board of supervisors of Carson City.

Sec. 2. 1. The Airport Authority of Carson City is hereby created.

2. The property and revenues of the authority, or any interest therein, are exempt from all state and local taxation.

Sec. 3. The legislature finds that

1. The Airport Authority of Carson City is a body corporate and politic, the geographical boundaries of which are the boundaries of Carson City.

2. The provisions of this act must be broadly construed to accomplish its purposes.

Sec. 4. 1. The authority is governed by the board, which is composed of seven members appointed by the board of supervisors.

2. The board of supervisors shall appoint

(a) Three members who represent the general public, but not including any person described in paragraph (b) or (c). At least one of these members must be a city official selected by the board of supervisors and one must be a pilot who, at the time of his appointment, owns and operates an aircraft based at the airport.

(b) Two members who are manufacturers in the Carson City industrial airpark, but not including any person described in paragraph (c).

(c) Two members who are fixed base operators at the airport.

3. After the initial terms, the term of office of each member of the board is 4 years. A former member is eligible for reappointment to the board 4 years after the expiration of his prior term.

Sec. 5. 1. Each member of the board shall file with the clerk of Carson City his oath of office.

2. The members of the board serve without compensation, but any member may be reimbursed for expenses actually incurred by him for travel authorized by the board.

Sec. 6. 1. The board shall elect a chairman, vice chairman, secretary and treasurer from its members. The secretary and the treasurer may be one person. The terms of the officers expire on July 1 of each odd-numbered year.

2. The secretary shall keep a record of all of the proceedings of the board, minutes of all meetings, certificates, contracts, bonds given by employees, and all other acts of the board. The records must be open to the inspection of all interested persons, at a reasonable time and place.

3. The treasurer shall keep an accurate account of all money received by and disbursed on behalf of the board and the authority. He shall file with the clerk of Carson City, at the expense of the authority, a fidelity bond in an amount not less than \$10,000, conditioned for the faithful performance of his duties.

Sec. 7. 1. The board shall meet regularly at a time and in a place designated by the board. Special meetings in an emergency may be held after notice to each member.

2. A majority of the members constitute a quorum at any meeting.

3. The board shall adopt a seal.

Sec. 8. The board shall comply with the provisions of the Nevada Ethics in Government Law, NRS 241.020, the Local Government Purchasing Act and the Local Government Budget Act.

Sec. 9. The board may:

1. Acquire real and personal property by gift or devise for the purposes provided in this act.

2. With the approval of the board of supervisors:

(a) Acquire real and personal property by purchase or lease for the purposes provided in this act.

(b) Lease, sell or otherwise dispose of any property.

3. Recommend to the board of supervisors any changes in the laws governing zoning necessary to comply with the regulations of the Federal Aviation Administration or to limit the uses of the area near the airport to those least affected by noise.

4. Use, in the performance of its functions, the offices, employees, facilities and equipment of Carson City, with the consent of Carson City and

subject to such terms and conditions as the board of supervisors.

5. Provide emergency services for

6. Contract with any person, including persons or cargo by air, to provide fuel for the operation of the airport. Any base operator must be submitted for

7. Employ a manager of the airport and other personnel necessary to the

8. Apply to any public or private other financial assistance.

9. Establish fees, rates and other

10. Regulate vehicular traffic at the

11. Adopt, enforce, amend and repeal

12. Take such other action as is

regulation of this state or of the Federal

Sec. 9.5. The board shall not, with

supervisors, change the boundaries of the

taxiway.

Sec. 10. In addition to the other

authority, all taxable property in Car

valorem.

Sec. 11. 1. The board shall determine

necessary to be raised by taxation, and

shall, subject to the approval of

when levied upon every dollar of tax

Carson City, and together with other

to operate the authority, and

principal of the general obligation

including deficiencies and defaults of

deficiencies or defaults, an additional

subsection 3.

2. The board shall certify to the

fixed by law for certifying other tax

supervisors approves the rate, it shall

assessed valuation of all taxable prop

at the same time and in addition

supervisors.

3. If the money produced from all

of the authority, are not sufficient to

the general obligations of the authority

of the board of supervisors, another

amount. Notwithstanding any limits:

a tax at that rate until the general ob

fully paid.

Sec. 12. 1. Any officer charged

collect the taxes levied pursuant to

manner, and with like interest and

Ch. 100

subject to such terms and conditions as may be fixed upon by the board and the board of supervisors.

- 5. Provide emergency services for the authority.
- 6. Contract with any person, including any person who transports passengers or cargo by air, to provide goods and services as necessary or desirable to the operation of the airport. Any contract between the board and a fixed base operator must be submitted for approval by the board of supervisors.
- 7. Employ a manager of the airport, fiscal advisers, engineers, attorneys and other personnel necessary to the discharge of its duties.
- 8. Apply to any public or private source for loans, grants, guarantees or other financial assistance.
- 9. Establish fees, rates and other charges for the use of the airport.
- 10. Regulate vehicular traffic at the airport.
- 11. Adopt, enforce, amend and repeal any rules and regulations necessary for the administration and use of the airport.
- 12. Take such other action as is necessary to comply with any statute or regulation of this state or of the Federal Government.

Sec. 9.5. The board shall not, without the approval of the board of supervisors, change the boundaries of the airport or the location of any runway or taxiway.

Sec. 10. In addition to the other means for providing revenue for the authority, all taxable property in Carson City is subject to the levy of a tax ad valorem.

Sec. 11. 1. The board shall determine annually the amount of money necessary to be raised by taxation, after considering other sources of revenue, and shall, subject to the approval of the board of supervisors, fix a rate that, when levied upon every dollar of assessed valuation of taxable property in Carson City, and together with other revenues, will raise the amount necessary to operate the authority, and to pay, when due, all interest on and principal of the general obligation bonds and other general obligations, including deficiencies and defaults of prior years. In the event of accruing deficiencies or defaults, an additional tax may be levied as provided in subsection 2.

2. The board shall certify to the board of supervisors, at the same time as fixed by law for certifying other tax levies, the rate it fixes. If the board of supervisors approves the rate, it shall levy and collect the tax upon the assessed valuation of all taxable property in Carson City, in the same manner, at the same time and in addition to other taxes levied by the board of supervisors.

3. If the money produced from these levies, together with other revenues of the authority, are not sufficient to pay punctually the annual instalments of the general obligations of the authority, the board shall fix, with the approval of the board of supervisors, another rate that will provide the necessary amount. Notwithstanding any limitations, the board of supervisors shall levy a tax at that rate until the general obligation indebtedness of the authority is fully paid.

Sec. 12. 1. Any officer charged with the duty of collecting taxes shall collect the taxes levied pursuant to this act at the same time and in the same manner, and with like interest and penalties, as other taxes are collected.

When the tax is collected, shall pay it to the same body, which shall pay it to the treasurer of the board each month for deposit.

2. The tax levies pursuant to this act, with any interest or penalties, and the cost of collecting the unpaid tax, penalty or interest, are a lien on the property until they are paid. The lien must be executed, and has the same priority, as a lien for general taxes.

Sec. 13. The authority may, pursuant to the Local Government Securities Law and with the approval of the board of supervisors, borrow money and issue the following securities:

1. Short-term notes, warrants and interim debentures.
2. General obligation bonds.
3. Revenue bonds.

Sec. 14. (Deleted by amendment.)

Sec. 15. 1. Subject to the approval of the board of supervisors and the provisions of NRS 250.001 to 250.096, inclusive, whenever the board determines, by resolution, that the public interest or necessity requires the issuance of general obligation bonds to purchase, construct, acquire, maintain, improve or equip an airport, the board shall submit the proposition to the voters at an election held pursuant to NRS 250.020 to 250.070, inclusive.

2. Any such election may be held separately, or may be consolidated or held concurrently with any other election.

3. The declaration of public interest or necessity required by this section and the provision for holding the election may be included in one resolution which, in addition to the declaration of public interest or necessity, must:

(a) Recite the objects and purposes for which the indebtedness is proposed to be incurred, the estimated cost of the works or improvements, the maximum amount of principal of the indebtedness, and the maximum rate of interest to be paid.

(b) Fix the date upon which the election will be held and the method of voting for or against the proposed indebtedness.

(c) Fix the compensation to be paid the officers of the election, designate the polling place and appoint, for each polling place from the registered voters of Carson City, three officers of the election, one of whom shall act as clerk.

Sec. 16. 1. The election board shall conduct the election in the manner prescribed by law for the holding of general elections, and shall make its returns to the secretary of the board.

2. The board of supervisors shall, within 5 days after the election, canvass the returns and declare the result of the election.

Sec. 17. 1. If the proposition is approved, the board may issue and sell bonds of the authority for the purpose recited in the proposition and in the resolution in the amount so provided and at a rate of interest not exceeding the rate of interest recited in the resolution.

2. Submission of the proposition to incur bonded indebtedness at an election does not prevent or prohibit submission of the proposition at any subsequent election called for that purpose.

Sec. 18. 1. The board may, with the affirmative vote of at least five trustees and the approval of the board of supervisors, borrow money without

an election, if it is in anticipation of warrants and interim debentures to

2. The authority may, with the bonds without the necessity of hold airport. The bonds must be made derived from the operation of the airport. A single bond issue may be and the revenues from any airport be pledged to pay for any other air any number of airports and service.

Sec. 19. 1. The board may, with the approval of the board of supervisors, issue the following types of securities pursuant to the Local Government Securities Law, subject to the limits:

(a) General obligation bonds and debentures from general ad valorem property taxes

(b) General obligation bonds and debentures from general ad valorem property taxes proportionally secured by a lien on net revenues

(c) Revenue bonds and other securities payable from net revenues, excluding property taxes, which are secured by a lien on revenues; or

(d) Any combination of such securities.

2. Nothing in this act prevents the reissuance of any outstanding securities pursuant to subsection 1 as provided in the Local Government Securities Law.

3. General obligation or revenue bonds shall not exceed 5 percent of their face amount and for by more than 3 percent:

(a) For general obligations, the limit shall be 3 percent of the most recently published before the 1st day of January.

(b) For special obligations, the limit shall be 3 percent of the most recently published before the 1st day of January.

4. General obligation bonds, proportionally secured by a pledge of net revenues, shall not exceed 5 percent of the net revenues provided in the Local Government Securities Law.

5. Revenue bonds may be sold pursuant to the Local Government Securities Law or sold pursuant to the Local Government Securities Law.

Sec. 20. The board may appoint a committee to study the financial capacity, not as a deposit obligation or revenue bonds, and make recommendations thereon.

1. Provide for the powers, duties and responsibilities of the committee.

2. Limit the liabilities of the committee.

3. Prescribe a method for the reporting of the committee.

4. Prescribe a method for the reporting of the committee.

Sec. 21. 1. Bonds issued pursuant to this act are exempt from all state and local taxes.

an election, if it is in anticipation of the collection of revenue, and may issue warrants and interim debentures to evidence the loan.

2. The authority may, with the approval of the board of supervisors, issue bonds without the necessity of holding an election to acquire or improve an airport. The bonds must be made payable solely out of the net revenues derived from the operation of the airport or the furnishing of services at the airport. A single bond issue may be had for more than one airport or service, and the revenues from any airport or service provided by the authority may be pledged to pay for any other airport or service. A single utility fund for any number of airports and services may be established and maintained.

Sec. 19. 1. The board may, with the approval of the board of supervisors, issue the following types of securities pursuant to the Local Government Securities Law, subject to the limitations in subsections 3, 4 and 5:

- (a) General obligation bonds and other general obligation securities payable from general ad valorem property taxes;
- (b) General obligation bonds and other general obligation securities payable from general ad valorem property taxes, the payment of which is additionally secured by a lien on net revenues;
- (c) Revenue bonds and other securities constituting special obligations payable from net revenues, excluding the proceeds of any general ad valorem property taxes, which are secured by a pledge of and lien on such net revenues; or
- (d) Any combination of such securities.

2. Nothing in this act prevents the authority from funding, refunding or reissuing any outstanding securities of the authority of a type designated in subsection 1 as provided in the Local Government Securities Law.

3. General obligation or revenue bonds may be sold for not less than 90 percent of their face amount and for an effective rate which must not exceed any more than 3 percent:

- (a) For general obligations, the Index of Twenty Bonds; and
 - (b) For special obligations, the Index of Revenue Bonds,
- most recently published before the bids are received or a negotiated offer is accepted.

4. General obligation bonds, regardless of whether their payment is additionally secured by a pledge of and lien on net revenues, must be sold as provided in the Local Government Securities Law.

5. Revenue bonds may be sold at public sale as provided in the Local Government Securities Law or sold at private sale.

Sec. 20. The board may appoint a bank possessing trust powers to act in a fiduciary capacity, not as a depository, as its agent in relation to general obligation or revenue bonds, and may:

- 1. Provide for the powers, duties and compensation of the agent.
- 2. Limit the liabilities of the agent.
- 3. Prescribe a method for the resignation and removal of the agent, and the merger or consolidation of agents.
- 4. Prescribe a method for the appointment of a successor to the agent.

Sec. 21. 1. Bonds issued pursuant to this act, and the income therefrom, are exempt from all state and local taxation.

2. All public offices and bodies of the state, municipal corporations, political subdivisions, insurance companies and associations, all banks and savings institutions, including savings and loan associations, all executors, administrators, guardians, trustees and all other fiduciaries in the state may invest money within their control in bonds of the authority.

Sec. 22. (Deleted by amendment.)

Sec. 23. The authority is a public employer for the purposes of chapter 286 of NRS.

Sec. 24. The board may adopt procedures, to be administered by the board, for hiring, promoting and discharging its employees, which must include but are not limited to the following:

1. Employment on the basis of open, publicly announced, competition.
2. Promotions and remuneration on the basis of merit, efficiency, competitive examinations and seniority.
3. Classifications of the positions.
4. The maintenance of lists of eligible candidates for a position.
5. Employment of candidates from the lists in the highest qualified rating.
6. Probationary periods not to exceed 6 months.
7. Disciplinary action, suspension or discharge of employees for cause only with the right of notice and review.
8. Schedules of compensation and increases in pay prepared by the board.
9. Maintenance of personnel records on all employees.
10. Regulations for hours of work, attendance, holidays, leaves of absence and transfers.
11. Procedures for layoffs, discharge, suspension, discipline and reinstatement.

12. The exemption from the procedures of persons employed for scientific, technical or expert service of a temporary or exceptional character, persons employed on projects paid from the proceeds of bonds issued by the authority and persons employed for a period of less than 3 months in any 12-month period.

13. Review by the board, at the request of the employee in question and after notice and public hearing, of any disciplinary action, suspension or discharge of any employee, which may be affirmed, modified or reversed by the board. Findings of fact by the board are not subject to review by any court except for illegality or want of jurisdiction.

Sec. 25. Nothing contained in this act limits any power of Carson City to regulate by zoning hazards of the airport.

Sec. 26. 1. The board and the board of supervisors shall, on or before January 1, 1990, enter into an agreement for the orderly transfer to the authority of the airport properties, functions and outstanding obligations of Carson City, consistent with the rights of existing bondholders, effective January 1, 1990. The agreement may include provisions for the transfer of employees of the airport to the authority and the retention by the employees of any status of employment.

2. On January 1, 1990:

(a) Any money on hand or to become available to Carson City for the airport must be paid directly to the authority.

(b) Carson City shall deliver appropriately used in the operation.

(c) The authority shall assume by Carson City for the airport.

(d) The authority shall assume City by the Federal Aviation Agency.

3. The board first appointed by

(a) Meet promptly after its appointment.

(b) Execute the mandatory agreement.

(c) Prepare the necessary budget ending June 30, 1990.

(d) Assume full control, operation Carson City on January 1, 1990, and

and assume all the duties granted Sec. 27. If any provision of

person, thing or circumstance is a

provisions or applications of the

invalid provision or application, is

severable.

Sec. 28. If any action is brought

declared invalid or to contest the

authority has received money and

attorney of Carson City shall defend

Sec. 29. As soon as practical

supervisors shall appoint to the

1. Two persons to terms that

2. Two persons to terms that

3. Three persons to terms that

Senate Bill No. 252—Con.

CH/

AN ACT relating to financial institutions; credit to nonresidents from the fees on an annual basis; annex requires a bank to submit an audit account the fiduciary report and to

Appra

THE PEOPLE OF THE STATE OF NEVADA AND ASSEMBLY.

Section 1. NRS 657.016 is hereby amended to read: "657.016 'Bank,' 'commercial bank' or 'corporation,' whichever character

Carson City shall deliver to the authority a property ordinarily and primarily used in the operation and maintenance of the airport.

The authority shall assume the obligations issued and accounts payable of Carson City for the airport.

The authority shall assume any duty previously imposed upon Carson City by the Federal Aviation Agency.

The board first appointed pursuant to the provisions of this act shall meet promptly after its appointment and organize.

Execute the mandatory agreement specified in subsection 1.

Prepare the necessary budgets for the authority for the fiscal year ending June 30, 1990.

Assume full control, operation and maintenance of the airport in Carson City on January 1, 1990, and exercise fully thereafter all of the powers and assume all the duties granted to and imposed upon it by this act.

27. If any provision of this act or the application thereof to any person, thing or circumstance is held invalid, the invalidity does not affect the provisions or applications of the act that can be given effect without the invalid provision or application, and to this end the provisions of this act are severable.

28. If any action is brought to have this act or any of its provisions declared invalid or to contest the legal status of the authority, before the authority has received money sufficient to employ an attorney, the district attorney of Carson City shall defend the action on behalf of the authority.

29. As soon as practicable after October 1, 1989, the board of directors shall appoint to the board:

Two persons to terms that expire on October 1, 1991.

Two persons to terms that expire on October 1, 1992.

Three persons to terms that expire on October 1, 1993.

Senate Bill No. 292—Committee on Commerce and Labor

CHAPTER 845

relating to financial institutions; clarifying certain terms; excluding the extension of credit to nonresidents from the application of certain statutes; requiring banks to pay fees on an annual basis; authorizing the commissioner of financial institutions to require a bank to submit an audited financial statement; allowing a trust company to assume the fiduciary rights and obligations of various financial institutions; and providing other matters properly relating thereto.

[Approved July 5, 1989]

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. NRS 657.016 is hereby amended to read as follows:
7.016 "Bank," "commercial bank" or "banking corporation" means corporations, whether chartered by the state or Federal Government,

COST ALLOCATION

OTHER DEPARTMENTS

Purchasing Department Cost Per Purchase Order	\$ 8.15
Purchasing Department Cost Per Work Order	9.86
Communications Department Cost Per Man Hour	35.62
Insurance Department Cost Per Employee Per Month	4.36
Personnel Department Cost Per Employee Per Month	25.72
Finance Department Payroll Cost Per Employee	7.27
Finance Department Claims Cost Per Claim	4.60

These rates are calculated by the Finance Department and are subject to change.

Source: Carson City Finance Department
Date: April 20, 1990

Exhibit 3A

F L 001 00770

STREET DEPARTMENT

COST ALLOCATION

Employee cost per hour	<u>Total Cost</u>	<u>Hrs. Per Year</u>	<u>No. of Emp.</u>	<u>Cost Per Hr.</u>
	\$3,120.37	1808	10	\$17.26

The above rate does not include overhead costs and is subject to change.

Equipment Cost

<u>Description</u>	<u>Year</u>	<u>Rate Per Hour</u>
Motor Grader	1978	10.50
Motor Grader	1965	7.38
Dump Truck	1973	11.50
Dump Truck	1971	11.50
Street Sweeper	1976	11.75
Street Sweeper	1988	18.00

These rates are calculated by the Vehicle Maintenance Department and are subject to change.

Source: Carson City Finance Department
 Date: April 20, 1990

Exhibit 3B

001 00770

The following is a list of Personal Property to be transferred to the Airport Authority pursuant to paragraph 6 of the agreement.

ASSET #	DESCRIPTION	ACQD	COST
4235	King Inicon Radio S/N P1057	2/78	850
900324	5049 ft. Chain Link Fence & Gates	5/73	57,857
901097	High Test Chain with Hook	9/77	284
901449	36 in. Rotating Beacon	1/68	3,078
901450	Beacon Tower	1/68	2,426
901451	Skyvane Wing System	1/68	1,417
901452	201 Reflectors	2/77	323,610
901453	Runway Light Control Pan/Componets	1/68	15,858
901454	Constant Current Regulator	1/68	3,798
901455	Wind Sock and Frame	1/68	1,522
901708	Winter Cubicle and Door	1/79	1,990
902812	Visual Aid Slope Indicator	1/85	16,678
902851	Chain Link Fence	5/85	2,065
904003	Gate and Admissions System	8/86	17,439
905901	Capricorn II Digital Weather Sys.	4/89	1,081
	Security Lighting		
	PLASI Slope Indicator	1987	9,000
	Windsock	4/90	234
*902394	1981 Crown/Pierce Crash Unit	1/82	76,881

*Asset #902394 will be owned as co-owners by the Carson City Fire Department and the Airport Authority, housed in Fire Station #2, and maintained and operated by the Carson City Fire Department.

Source: Carson City Finance Department
Date: April 20, 1990

EXHIBIT 4.

001. 00770

FILED FOR RECORD
AT THE REQUEST OF
CARSON CITY CLERK TO
THE BOARD
'90 MAY 22 8 55

FILE NO. 1 001 00770
ALAN GLOVER
CARSON CITY RECORDER
FEES NE DEP. PS
1 001 00770

EXHIBIT 2

AMENDMENT TO COOPERATIVE AGREEMENT
BETWEEN
CARSON CITY AIRPORT AUTHORITY
AND CARSON CITY

This amendment is made and entered into this 14th day of November, 2008, by and between CARSON CITY, a consolidated municipality of the State of Nevada hereinafter "CITY" and the CARSON CITY AIRPORT AUTHORITY, a quasi-municipal corporation, hereinafter "the AUTHORITY".

WITNESSETH:

WHEREAS, the parties executed a Cooperative Agreement on or about May 17, 1990, shortly after the creation of the AUTHORITY by the Nevada State Legislature, through the passage of S.B. 255; and

WHEREAS, title companies have requested a slight modification to the Cooperative Agreement for the purpose of ensuring clear chain of title on leases;

NOW, THEREFORE, for good and valuable consideration as evidenced by the mutual covenants set forth herein, the parties agree as follows:

The last sentence of paragraph 5 of said Cooperative Agreement is amended as follows:

All rights and duties to manage, operate and maintain the Carson City Airport after ~~January 1, 1990~~ shall be the sole responsibility of the AUTHORITY, including, but not to limited to, any and all rights and duties to act as the Landlord in leases of the property of the Carson City Airport to third parties, subject to Carson City approval of all such leases."

384756

IN WITNESS WHEREOF, the parties hereby entered into this AMENDMENT

on the day and year first above-written.

CARSON CITY:

AIRPORT AUTHORITY:

By: *Marv Teixeira*
MARV TEIXEIRA, Mayor

By: *Steve Lewis*
STEVE LEWIS, Chairman

ATTEST:

ATTEST:

By: *Alan Glover*
ALAN GLOVER - Clerk/Recorder



By: *Walter Sullivan*
WALTER SULLIVAN
Vice-Chairman

Approved as to legal form:

Melanie Bukatta
Deputy District Attorney

Approved as to legal form:

Steven E. Tackes
STEVEN E. TACKES, Airport Counsel

384756

EXHIBIT 3



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: 10-6-16

Staff Contact: Melanie Bruketta, HR Director

Agenda Title: Discussion and possible action to approve the First Amendment to Cooperative Agreement Between Carson City Airport Authority and Carson City to allow the Authority to participate in the health, dental, vision and life insurance plans for its employees that are provided to City employees, if allowed by the benefit providers. (Melanie Bruketta, mbruketta@carson.org)

Staff Summary: Nevada Revised Statutes (NRS) 277.180 allows the Authority and the City to enter into interlocal cooperative agreements. On May 17, 1990, the Authority entered into an agreement with the City that requires the City to "make available to Authority such officers, employees, facilities and equipment as requested by the Authority for the necessary operations and maintenance of the airport." This Amendment to the interlocal cooperative agreement permits the Authority to participate in the health, dental, vision and life insurance plans provided to City employees which will allow the Authority to reduce its current costs and better use its assets to advance the City's economic growth via the airport.

Agenda Action: Formal Action/Motion

Time Requested: 10 minutes

Proposed Motion

I move to approve the First Amendment to Cooperative Agreement Between Carson City Airport Authority and Carson City to allow the Authority to participate in the health, dental, vision and life insurance plans for its employees that are provided to City employees, if allowed by the benefit providers.

Board's Strategic Goal

Economic Development

Previous Action

On May 17, 1990, the Airport Authority and the City entered into Cooperative Agreement for Airport Authority to Manage Carson City's Airport.

Background/Issues & Analysis

Nevada Revised Statutes (NRS) 277.180 allows the Authority and the City to enter into interlocal cooperative agreements. On May 17, 1990, the Authority entered into an agreement with the City that requires the City to "make available to Authority such officers, employees, facilities and equipment as requested by the Authority for the necessary operations and maintenance of the airport." This Amendment to the interlocal cooperative agreement permits the Authority to participate in the health, dental, vision and life insurance plans provided to City employees which will allow the Authority to reduce its current costs and better use its assets to advance the City's economic growth via the airport.

This Agreement is only to allow the Authority employees to elect to participate in the City's benefit plans. The employees remain employees of the Authority and the Authority agrees to pay the costs associated with the plans.

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Applicable Statute, Code, Policy, Rule or Regulation

NRS 277.180; NRS 844; Cooperative Agreement for Airport Authority to Manage Carson City's Airport May 17, 1990.

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: N/A

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: N/A

Alternatives

The Board of Supervisors may elect not to approve this amendment to the current Cooperative Agreement.

Board Action Taken:

Motion: App

1) BB
2) JS

Aye/Nay RC abstain
4/0

JM
(Vote Recorded By)

FIRST AMENDMENT TO COOPERATIVE AGREEMENT
BETWEEN
CARSON CITY AIRPORT AUTHORITY
AND CARSON CITY

This amendment is made and entered into this 6th day of October 2016, by and between CARSON CITY, a consolidated municipality of the State of Nevada hereinafter "CITY" and the CARSON CITY AIRPORT AUTHORITY, a subdivision of the State of Nevada created under NRS Chapter 844, hereinafter "the AUTHORITY". CITY and AUTHORITY are collectively referred to as the "parties".

WITNESSETH:

WHEREAS, the parties executed a Cooperative Agreement on or about May 17, 1990, shortly after the creation of the AUTHORITY by the Nevada State Legislature, through the passage of S.B. 255 (now NRS Chapter 844; Special Acts); and

WHEREAS, NRS 844, Section 9, subsection 4 states that the Authority may "Use, in the performance of its functions, the officers, employees, facilities and equipment of Carson City, with the consent of Carson City and subject to such terms and conditions as may be agreed upon by the Board and the Board of Supervisors."; and

WHEREAS, the AUTHORITY, to reduce costs and to better use its assets to advance the CITY's economic growth via the airport, desires to provide insurance for the AUTHORITY employees via the CITY; and

WHEREAS, the CITY is willing and able to perform the services described herein; and

WHEREAS, pursuant to NRS 277.180, the CITY and the AUTHORITY are public agencies that are authorized to cooperate in the performance of this interlocal cooperative agreement; and

WHEREAS, the AUTHORITY does not presently offer all of the benefits included in the CITY insurance package and will likely only select the components deemed suitable to the AUTHORITY; and

NOW, THEREFORE, in consideration of the promises and of the mutual covenants set forth herein, it is agreed as follows:

CITY AGREES:

To allow the AUTHORITY to participate in the health, dental, vision and life insurance plans for its employees that are provided to CITY employees, if allowed by the benefit providers. The AUTHORITY will:

1. Determine whether and to what extent the benefit levels and components will be offered to its employees.
2. Pay the AUTHORITY'S portion of the premiums for the AUTHORITY employees by the 10th of each month.
3. Administer its own AUTHORITY payroll.
4. Transition the exit of the current AUTHORITY employees from their current insurance provider (Public Employees Benefit Program).
5. Be responsible for enrolling each eligible AUTHORITY employee into the Nevada Public Employer's Retirement System (PERS).
6. Provide for and manage its unemployment and worker's compensation insurance claims, EEOC claims and employment related lawsuits, if any.

7. Be responsible for complying with any federal or state reporting requirements.

The CITY will:

1. Continue to be the entity which negotiates all benefit contracts;
2. Provide the current benefit information to the Chairman of the AUTHORITY once approved by the Carson City Board of Supervisors, and thereafter as such CITY negotiations and benefits change.
3. Provide, at no additional cost to the AUTHORITY, the CITY administration services associated with inclusion of the AUTHORITY employees in the benefit plans, or the components selected for inclusion by the AUTHORITY;

IT IS MUTUALLY AGREED:

1. The term of this Agreement will follow the term of the underlying Cooperative Agreement (which expires May 17, 2020).
2. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Each party agrees to perform their respective duties hereunder until terminated or the end of the term, whichever first occurs.
3. This Agreement, along with the underlying Cooperative Agreement, constitutes the entire agreement of the parties and as such, is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise

expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto and approved by each Parties' respective counsel.

4. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Party at the addresses set forth below:

FOR CITY:

City Manager of Carson City
201 N. Carson Street, Suite 2
Carson City, NV 89701
(775) 887-2100
nmarano@carson.org

FOR AUTHORITY:

Chairman, Carson City Airport Authority
2600 College Parkway, #6
Carson City, NV 89701
(775) 841-2255

5. To the fullest extent of NRS Chapter 41 liability limitations, each Party shall indemnify, hold harmless and defend, not excluding the others' right to participate, the other 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 Party, its officers, employees or agents. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity

which would otherwise exist as to any Party or person described herein. This indemnification obligation is conditioned upon receipt of written notice by the indemnifying Party within 30 days of the indemnified Party's notice of an actual or pending claim or cause of action. The indemnifying Party shall not be liable to hold harmless any attorney's fees or costs incurred by the indemnified Party if the indemnified Party elects to participate in any litigation or arbitration with legal counsel of its own choice.

6. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.
7. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the agreement.
8. Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either the CITY or AUTHORITY arising from, or related to, this Agreement.
9. Each Party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and will present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained.
10. Neither Party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.

11. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth herein.
12. Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights, remedies provided by law or equity, including but not limited to actual damages incurred, and reasonable attorney's fees and costs incurred by the prevailing Party.
13. The Parties will not waive, and intend to assert, available NRS Chapter 41 liability limitation in all cases. The Parties expressly waive any claim for punitive damages and understand that the sole remedy for any willful or intentional misconduct shall be for a public officer, removal or recall of that officer for malfeasance, if adequate grounds exist and the process for removal or recall is followed, and for an employee, the sole remedy shall be discipline up to and including termination.
14. Any future modification of this Agreement shall be subject to the provisions covered by this Agreement and approval of such modification shall be in writing and signed by a representative of each Party.
15. The CITY and AUTHORITY will meet annually to discuss the Cooperative Agreement. All City Departments involved in the Agreement will be represented (if they so choose) in the annual meeting. Any changes to the Agreement will be

presented to both the Board of Supervisors and the Carson City Airport Authority for approval.

IN WITNESS WHEREOF, the parties hereby entered into this AMENDMENT on the day and year first above-written.

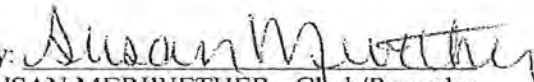
CARSON CITY:

By: 
ROBERT L. CROWELL, Mayor

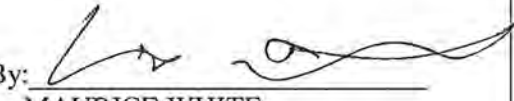
AIRPORT AUTHORITY:

By: 
KARL HUTTER, Chairman

ATTEST:

By: 
SUSAN MERIWETHER - Clerk/Recorder

ATTEST:

By: 
MAURICE WHITE,
Secretary/Treasurer

Approved as to legality and form:


Deputy District Attorney

Approved as to legality and form:


STEVEN E. TACKES, Airport Counsel

EXHIBIT 4

Doc # 508817

Recorded 7/31/2020 2:30 PM
Requested by CARSON CITY
Carson City - NV
Aubrey Rowlett Clerk - Recorder
Pg 1 of 3 Fee: \$0.00
Recorded By: SR

APN: _____

APN: _____

APN: _____

UNOFFICIAL COPY

FOR RECORDER'S USE ONLY

**SECOND AMENDMENT TO COOPERATIVE AGREEMENT FOR AIRPORT AUTHORITY
TO MANAGE CARSON CITY'S AIRPORT**

TITLE OF DOCUMENT

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

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain personal information of a person or persons as required by law.

State specific law: (Enter Text Here)



Signature

Cheryl Eggert – Chief Deputy Clerk

Print Name & Title

WHEN RECORDED MAIL TO:

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

**SECOND AMENDMENT TO COOPERATIVE AGREEMENT FOR
AIRPORT AUTHORITY TO MANAGE CARSON CITY'S AIRPORT**

This Second Amendment to Cooperative Agreement for Airport Authority to Manage Carson City's Airport ("SECOND AMENDMENT") is hereby made by and between Carson City, a consolidated municipality and political subdivision of the State of Nevada ("City") and the Carson City Airport Authority ("Authority"), a quasi-municipal corporation, each of whom may hereinafter be referred to individually as "Party" and collectively as "Parties."

WITNESSETH:

WHEREAS, the Authority was created by the Nevada Legislature with the passage and approval of Senate Bill No. 255 during the 65th Legislative Session (1989), made effective on October 1, 1989 as a special act of the Legislature and generally known as the Airport Authority Act for Carson City and codified at Chapter 844 Statutes of Nevada 1989 (the "Act"); and

WHEREAS, on May 17, 1990 the City and the Authority entered into an agreement captioned as the Cooperative Agreement for Airport Authority to Manage Carson City's Airport ("AGREEMENT") in accordance with the Act and NRS Chapter 277 which authorizes two or more political subdivisions to enter into such agreements for the performance of any governmental function, including the furnishing or exchange of personnel, equipment, property or facilities of any kind, or the payment of money; and

WHEREAS, the Parties executed a First Amendment ("FIRST AMENDMENT") to the AGREEMENT on October 6, 2016, effective through the term of the AGREEMENT, for the purpose of allowing the Authority to participate in health, dental, vision and life insurance plans that are provided to City employees, if permitted by the City's benefits providers; and

WHEREAS, paragraph 16 of the AGREEMENT establishes a contract term of thirty years from the date of execution and the AGREEMENT is therefore set to expire on May 17, 2020; and

WHEREAS, paragraph 16 of the AGREEMENT authorizes the Parties to renew the AGREEMENT upon mutual negotiation and paragraph 19 of the AGREEMENT requires that any modifications thereto be mutually agreed upon in writing; and

WHEREAS, the Parties have mutually decided that in the best interest of the City and the Authority, the AGREEMENT should be extended beyond its current date of termination so that the Parties may have the necessary time to negotiate a new cooperative agreement;

NOW THEREFORE, based on the mutual exchange of promises and good and valuable consideration, the sufficiency of which is acknowledged, the Parties do hereby covenant and agree as follows:

SECOND AMENDMENT TERMS:

1. The term of the AGREEMENT and the FIRST AMENDMENT is extended for one year, to terminate on the close of business day on May 17, 2021.
2. No other terms of the AGREEMENT or the FIRST AMENDMENT are affected by this SECOND AMENDMENT.
3. This SECOND AMENDMENT is effective immediately upon approval by the governing bodies of each Party and from the date on which the last required signature is affixed hereto.

For the City:




 ROBERT L. CROWELL
 Carson City Mayor

7-29-20

 Date

For the Authority:



 Airport Authority Board Chair
 Michael Golden

July 8, 2020

 Date

ATTEST:



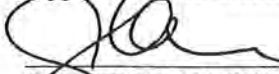
 AUBREY ROWLATT, Clerk-Recorder

CITY'S LEGAL COUNSEL
 Approved as to form:



 DISTRICT ATTORNEY
 Todd Reese

AIRPORT AUTHORITY COUNSEL
 Approved as to form:



 STEVEN E. TACKES, ESQ.

EXHIBIT 5

**THIRD AMENDMENT TO COOPERATIVE AGREEMENT FOR
AIRPORT AUTHORITY TO MANAGE CARSON CITY'S AIRPORT**

This Third Amendment to Cooperative Agreement for Airport Authority to Manage Carson City's Airport ("THIRD AMENDMENT") is hereby made by and between Carson City, a consolidated municipality and political subdivision of the State of Nevada ("City") and the Carson City Airport Authority ("Authority"), a quasi-municipal corporation, each of whom may hereinafter be referred to individually as "Party" and collectively as "Parties."

WITNESSETH:

WHEREAS, the Authority was created by the Nevada Legislature with the passage and approval of Senate Bill No. 255 during the 65th Legislative Session (1989), made effective on October 1, 1989 as a special act of the Legislature and generally known as the Airport Authority Act for Carson City and codified at Chapter 844 Statutes of Nevada 1989 (the "Act"); and

WHEREAS, on May 17, 1990 the City and the Authority entered into an agreement captioned as the Cooperative Agreement for Airport Authority to Manage Carson City's Airport ("AGREEMENT") in accordance with the Act and NRS Chapter 277 which authorizes two or more political subdivisions to enter into such agreements for the performance of any governmental function, including the furnishing or exchange of personnel, equipment, property or facilities of any kind, or the payment of money; and

WHEREAS, the Parties executed a First Amendment to the AGREEMENT on October 6, 2016, effective through the term of the AGREEMENT, for the purpose of allowing the Authority to participate in health, dental, vision and life insurance plans that are provided to City employees, if permitted by the City's benefits providers; and

WHEREAS, paragraph 16 of the AGREEMENT establishes a contract term of thirty years from the date of execution and the AGREEMENT was therefore set to expire on May 17, 2020, but the Parties executed a Second Amendment to the AGREEMENT to extend the AGREEMENT to May 17, 2021; and

WHEREAS, paragraph 16 of the AGREEMENT authorizes the Parties to renew the AGREEMENT upon mutual negotiation and paragraph 19 of the AGREEMENT requires that any modifications thereto be mutually agreed upon in writing; and

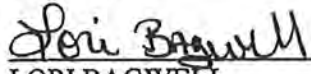
WHEREAS, the Parties have mutually decided that in the best interest of the City and the Authority, the AGREEMENT should be extended beyond its current date of termination so that the Parties may have the necessary time to negotiate a new cooperative agreement;

NOW THEREFORE, based on the mutual exchange of promises and good and valuable consideration, the sufficiency of which is acknowledged, the Parties do hereby covenant and agree as follows:

THIRD AMENDMENT TERMS:

1. The term of the AGREEMENT and prior amendments is extended for six months, to terminate on the close of business day on November 17, 2021.
2. No other terms of the AGREEMENT or prior amendments are affected by this THIRD AMENDMENT.
3. This THIRD AMENDMENT is effective immediately upon approval by the governing bodies of each Party and from the date on which the last required signature is affixed hereto.

For the City:


LORI BAGWELL
Carson City Mayor

May-6-2021
Date

For the Authority:

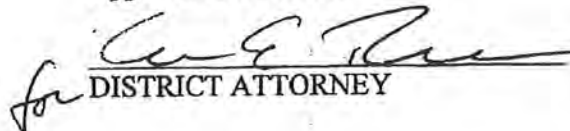

Airport Authority Board Chair

May 5, 2021
Date

ATTEST:


AUBREY ROWLATT, Clerk-Recorder

CITY'S LEGAL COUNSEL
Approved as to form:


for DISTRICT ATTORNEY

AIRPORT AUTHORITY COUNSEL
Approved as to form:


STEVEN E. TACKES, ESQ.

**City of Carson City
Agenda Report**

Date Submitted: 5/23/2006

Agenda Date Requested: 6/1/2006

Time Requested: afternoon

To: Board of Supervisors

From: Carson City Airport Authority

Subject Title: Action to confirm and ratify the Supervisor action authorizing transfer to the Airport Authority of real and personal property taxes derived from property located on the Carson City Airport and aviation property located adjacent to the Carson City Airport.

Staff Summary: The City has regularly transferred the City share of real property taxes and personal property taxes derived from property located at the Airport to the Carson City Airport Authority. The transfer of personal property taxes was approved by the Board of Supervisors on September 3, 1992. It is unknown as to when approval was given for transfer of the real property taxes. The Airport Authority requests that the Board of Supervisors confirm and ratify its decision to transfer the City share of real and personal property taxes derived from property located at the Carson City Airport to the Carson City Airport Authority for use in maintaining and improving the airport.

Type of Action Requested: (check one)
 Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: (I move that we) confirm and ratify the City's decision to transfer to the Airport Authority the City share of real and personal property taxes derived from property located at the Carson City Airport and taxes derived from aviation property located adjacent to the Carson City Airport Authority, for use in maintaining and improving the airport.

Explanation for Recommended Board Action:

The City has historically transferred these taxes. However, recently the City Treasurer asked for the authorization for the transfers, and we were unable to locate Board action as regards the real property taxes, i.e. the taxes on the improved buildings on the Airport. We did locate the Board Action approving the transfer of the personal property taxes. (Attached Minutes of the Meeting of Sept 3, 1992.)

The transfer of the taxes is consistent with the law that created the Airport Authority. In Section 26, the law states that, as of " January 1, 1990:

(a) Any money on hand or to become available to Carson City for the airport must be paid directly to the Authority."

In addition, Sections 11 through 15 provide for a general ad valorem tax, the proceeds of which would go to the Airport Authority. The Authority is not requesting the imposition of a new ad

valorem tax, but rather just requesting that the City confirm its practice of providing the Authority with the taxes received by the City for property (personal and real) located on the Airport. In 2005, this was approximately, \$72,000.

Moreover, there are four federal laws that address use of airport revenue, the Airport and Airway Improvement Act of 1982, the Airport and Airway Safety and Capacity Expansion Act of 1987, the "Federal Aviation Administration Authorization Act of 1994", and the "Federal Aviation Administration Reauthorization Act of 1996". These laws broadly declare that "all revenues generated by the airport...[must be used] for the capital or operating costs of the airport, the local airport system, or other local facilities which are owned or operated by the owner or operator of the airport and directly related to the actual transportation of passengers or property." As a result, the City's practice is presently in line with the federal law.

Although we could not find where or whether the Board of Supervisors took action to authorize the transfer of real property taxes, we did find minutes and Board Action predicated on real property taxes going to the Authority. For example, when the Board of Supervisors amended CCMC Title 19 on through-the-fence fees, the Board approved a reduction in the fee for real property taxes received by the Airport Authority. This only makes sense if the Authority was receiving the real property taxes on the hangars located off-airport but adjacent thereto.

Accordingly, we present this item to confirm and ratify the transfers of taxes that are taking place.

Applicable Statue, Code, Policy, Rule or Regulation: Statutes of Nevada, Chapter 844.

Fiscal Impact: No change to City.

Explanation of Impact: No change.

Funding Source: Personal and Real property taxes.

Alternatives: Not Applicable

Supporting Material: Copy of Minutes, Sept 3, 1992.

Prepared By: Steven E. Tackes, Esq., Airport Counsel

Reviewed By: _____

(Department Head)

(City Manager)

(District Attorney)

(Finance Director)

Date: 5-23-2006

Date: 5-23-06

Date: 5-23-06

Date: 5/23/06

Board Action Taken:

Motion: App.

- 1) RS
- 2) SA

50
Aye/Nay

[Signature]
(Vote Recorded By)

Post-it [®] Fax Note	7671	Date	5/23/06	# of pages	4
To	Steve Tackles	From	Fetherie		
Co./Dept.		Co.			
Phone #	882-0257	Phone #	887-2086x1601		
Fax #		Fax #			

MEMORANDUM AGREEMENT

1 This agreement made this 30 day of Sept, 1992, by
 2 and between CARSON CITY ("CITY") and CARSON CITY AIRPORT
 3 AUTHORITY ("AUTHORITY").
 4

5 WHEREAS, CITY currently receives personal property tax
 6 revenue upon aircraft and other personal property located at the
 7 Carson City Airport; and

8 WHEREAS, AUTHORITY is in need of funding and desires to
 9 receive the personal property tax revenue upon such property;
 10 and

11 WHEREAS, CITY is obligated under a promissory note dated
 12 January 17, 1991 to John Serpa of payments regarding an
 13 acquisition of Airport property; the decision to acquire such
 14 property was based upon an understanding that the personal
 15 property tax revenue would provide a source for payment; and

16 WHEREAS, AUTHORITY desires to receive the personal
 17 property taxes as a funding mechanism and take over the payments
 18 upon the promissory note.

19 NOW, THEREFORE, the parties agree as follows:

20 1. As of July 1, 1992, CITY shall hereafter transfer to
 21 AUTHORITY the personal property tax revenue upon aircraft and
 22 other personal property, as determined by the Carson City
 23 Assessor, located at the Carson City Airport, with the first
 24 such tax revenue transfer to occur by October 1, 1992. Each
 25 subsequent tax revenue transfer, as determined by the Carson
 26 City Assessor, shall occur within the first quarter of each
 27 fiscal year thereafter.

28 / / / / /

1 2. As of July 1, 1992, AUTHORITY shall hereafter make all
 2 payments upon the promissory note to John Serpa dated
 3 January 17, 1991. with the first such payment to occur on or
 4 before June 30, 1993. Such payments by AUTHORITY shall occur as
 5 they become due under the note and shall continue until the note
 6 is paid in full.

7 IN WITNESS WHEREOF, the parties hereto have executed this
 8 Agreement on the date first written above.

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CARSON CITY

By *Marv Teixeira*
 MARV TEIXERA, Mayor

ATTEST:

Kiyoshi Nishikawa
 KIYOSHI NISHIKAWA, Clerk-Recorder

CARSON CITY AIRPORT AUTHORITY

By *Walter G. Sullivan*
 WALTER SULLIVAN, Chairman

APPROVED AS TO LEGALITY AND FORM:

Mike Suglia
 MIKE SUGLIA
 Deputy District Attorney

27G:792MEMO.AGT

CARSON CITY
PAYMENT SCHEDULE
AIRPORT LAND PURCHASE
JOHN SERPA NOTE

PRINCIPAL 86,500

	PRINCIPAL	INTEREST	PAYMENT	BALANCE
June 30, 1992	8,650	6,669	15,319	77,850 *
June 30, 1993	8,650	4,671	13,321	69,200
June 30, 1994	8,650	4,152	12,802	60,550
June 30, 1995	8,650	3,633	12,283	51,900
June 30, 1996	8,650	3,114	11,764	43,250
June 30, 1997	8,650	2,595	11,245	34,600
June 30, 1998	8,650	2,076	10,726	25,950
June 30, 1999	8,650	1,557	10,207	17,300
June 30, 2000	8,650	1,038	9,688	8,650
June 30, 2001	8,650	519	9,169	0

*Paid by City.

June 30, 1992 Interest Payment Calculation:

Date of FAA money transfer to Serpa through Escrow: March 18, 1991

FY 90-91 104 Days Interest Accrual from March 18-June 30

104/365 * 6% * 86,500 = 1,479 Interest Accrual-FY 90-91

86,500 * 6 % = 5,190 Interest Accrual-FY 91-92

6,669 Interest Due June 30, 1992
=====

000133998

FILED FOR RECORD
AT THE REQUEST OF
CARSON CITY CLERK TO
THE BOARD
'92 SEP 8 1945

000133998

MICHOE N. NIKAWA
CARSON CITY RECORDER
FOR N.C. DEP. *CC*

000133998

CARSON CITY BOARD OF SUPERVISORS
Minutes of the September 3, 1992 Meeting
Page 1

A regularly scheduled meeting of the Carson City Board of Supervisors was held on Thursday, September 3, 1992, at the Community Center Sierra Room, 851 East William Street, Carson City, Nevada, beginning at 9 a.m.

PRESENT:	Marv Teixeira	Mayor
	Tom Feticc	Supervisor, Ward 2
	Greg Smith	Supervisor, Ward 1
	Tom Tatro	Supervisor, Ward 3
	Kay Bennett	Supervisor, Ward 4

STAFF PRESENT:	John Berkich	City Manager
	Kiyoshi Nishikawa	Clerk-Recorder
	Paul McGrath	Sheriff
	Ted P. Thornton	Treasurer
	Gary Kulikowski	Internal Auditor
	Paul Lipparelli	Deputy District Attorney
	Katherine McLaughlin	Recording Secretary
	(B.O.S. 9/3/92 Tape 1-0005)	

NOTE: Unless otherwise indicated, each item was introduced by staff's reading/outlining/clarifying the Board Action Request and/or supporting documentation. Staff members present for each Department are listed under that Department's heading. A tape recording of these proceedings is on file in the Clerk-Recorder's office. This tape is available for review and inspection during the normal business hours.

Mayor Teixeira called the meeting to order at 9:05 a.m. Rev. Jay Cawthorn of the Victory Baptist Church gave the Invocation. Supervisor Feticc led the Pledge of Allegiance. Roll call was taken and a quorum was present.

APPROVAL OF MINUTES - None.

LIQUOR AND ENTERTAINMENT BOARD (1-0032) - Mayor Teixeira recessed the Board of Supervisors and immediately reconvened the Liquor and Entertainment Board. Roll call was taken. The entire Board was present, including Sheriff McGrath, constituting a quorum.

1. TREASURER - Ted P. Thornton

A. ACTION ON AN INVESTIGATION OF CONDUCT OF LICENSEE TO DETERMINE WHETHER GROUNDS EXIST FOR REVOCATION OF LICENSES FOR CATHERINE FERGUSON, DOING BUSINESS AS COUNTRY STORE, LOCATED AT 3389 HIGHWAY 50 EAST

B. ACTION ON LIQUOR LICENSE FOR SHAHWALI ABDUL, DOING BUSINESS AS COUNTRY STORE, LOCATED AT 3389 HIGHWAY 50 EAST (SECOND HEARING) (1-0035) - Shahwali Abdul's attorney, Wayne Chimarusti requested Board consideration of Item B due to his feeling this could make Item A a mute question. Ms. Ferguson was not present. A Reno attorney for Ms. Ferguson, Cliff Young, had referred Mr. Abdul to him. Mr. Lipparelli felt that the Board could consider Item B first. Mr. Chimarusti gave the Board a packet of documents. (A copy was not given to the Clerk.) He then explained the confusion and communication problems he had encountered. The memorandum documenting the loans were explained as representation of the loans for which notes had not been prepared. He then reviewed the documents related to the store's ownership and eventual transfer to Mr. Abdul. The Fergusons' apparent ownership of Orbit American was noted. According to the documents, the liquor and slot areas remained under the Fergusons control. Discussion ensued among the Board and Mr. Chimarusti on the origin intent in 1988 for the lessees to acquire a Liquor License, the denial of this license, and retention of the Fergusons' Liquor License. Purportedly, the liquor "business" was owned by the Fergusons and under a management agreement operated by Mr. Abdul. Mr. Abdul owned the food and gas operations. Discussion ensued among the Board and Mr. Chimarusti on the various

CARSON CITY BOARD OF SUPERVISORS
Minutes of the September 3, 1992 Meeting
Page 2

checks and reasons several were in sequence even though dated at different times. Mr. Chimarusti felt that the reason a separate Liquor License had not been applied for since 1989 had been to provide adequate time and experience history before reapplying. Current requirements mandated from all employees prior to the sale of liquor were outlined. Any employee failing to follow these requirements is terminated immediately as had the employees who were caught selling to minors in 1990. Monitoring is provided through a security camera. Discussion ensued among the Board and Mr. Chimarusti on liquor sales, the economic importance of the Liquor License to the entire operation, the number of sting operations involving the store, that the Liquor License is a privilege and not a right, concerns about the Applicant's attitude, and suggested reasons for his nonchalant attitude. Comments by both the Board and Mr. Chimarusti stressed the need for Mr. Abdul to be fully cognizant of the liquor laws. Mr. Chimarusti felt that the slots were licensed under a separate agreement between Orbit and Dynasty Games. Discussion ensued on the number of business operations at the site, the corporation "Orbit America", the current Liquor License, confusion over the current operations, lack of "proper" licensing since 1988, the need for a "Show Cause Hearing" with Ms. Ferguson, lack of contact with Ms. Ferguson, legal proceedings for a "Show Cause Hearing" with Ms. Ferguson, and Board direction at the August 20th Board meeting. Mr. Chimarusti acknowledged the lack of a business license for Mr. Abdul's operation which he felt was due to a misunderstanding that Mr. Abdul could operate under Ms. Ferguson's business license. Mr. Abdul had purportedly applied for a business license. Reasons the Show Cause Hearing could not be heard today were detailed. Alternatives and normal procedures for Liquor Licenses were also discussed. Failure to submit a copy of the alleged 1989 management agreement to the Business License Division was noted. Member Smith explained his frustration at the fact that, although Ms. Ferguson was to have been present today as indicated by his August 20th motion, this had not been carried out. **Member Smith then moved at the Board deny a Liquor License for Shahwali Abdul for his business, Country Store, located at 3389 Highway 50, Carson City, Nevada. Member Feticc seconded the motion.** Following Mr. Lipparelli's request for an amendment, **Member Smith continued the motion to include based on the testimony and evidence presented today.** Clarification indicated only the evidence which had been considered at this hearing could be included in the deliberations. **Member Feticc continued his second.** The motion to deny Mr. Abdul a Liquor License was voted by roll call with the following results: McGrath - Yes; Bennett - Yes; Tatro - No; Smith - Yes; Feticc - Yes; and Chairperson Teixeira - Yes. Motion carried 5-1.

Member Smith moved that the Board approve an investigation into the revocation of licenses for Catherine Ferguson for her business Country Store located at 3389 Highway 50 East, Carson City, Nevada. Member Feticc seconded the motion. Mr. Lipparelli outlined the procedure necessitated for a Show Cause Hearing and requested the motion include grounds for such a hearing. A copy of Chapter 4.13 was given to the Board. (None to the Clerk.) Member Feticc seconded the motion. Due to the need to modify the motion, Member Smith withdrew his motion and Member Feticc withdrew his second. **Member Smith moved that the Board approve an investigation into the revocation of licenses for Catherine Ferguson for her business Country Store, located at 3389 Highway 50 East, Carson City, Nevada, based on the provisions provided for under the revocation of licenses section; No. 3 - Any violation of the terms and conditions of a license; No. 4 - Any misrepresentation made in an application for a liquor license; No. 6 - Any act or failure to act by the licensee or its agents or employees in connection with the operation of the liquor business which creates or tends to create a public nuisance or which fosters the maintenance of a disorderly house or place. Member Feticc seconded the motion.** Comments were solicited but none made. **The motion was voted by roll call with the following results: Bennett - Yes; McGrath - Yes; Tatro - Yes; Feticc - Yes; Smith - Yes; and Chairperson Teixeira - Yes. Motion carried 6-0.**

Discussion ensued on the items which could be addressed by the Show Cause Hearing. Clarification indicated the Business License Division could not pull the Liquor License or stop liquor sales until after the Show Cause Hearing.

C. ACTION ON SHORT-TERM BUSINESS PERMIT FOR MARGARET KNAPP FOR THE GROUP "ADVOCATES TO END DOMESTIC VIOLENCE" FOR THE CRAFT FAIR TO BE HELD ON OCTOBER 10-11, 1992 AT THE CARSON CITY COMMUNITY CENTER ALONG WITH A WAIVER

CARSON CITY BOARD OF SUPERVISORS
Minutes of the September 3, 1992 Meeting
Page 3

OF THE \$50 PROMOTION FEE (1-2125) - Ms. Knapp was present. Member Bennett moved that the Liquor License and Entertainment Board approve a Business Short Term Permit for Margaret Knapp of the group "Advocates to End Domestic Violence" for the craft fair to be held on October 10 and 11, 1992 at the Carson City Community Center along with a waiver of the \$50 Promotion Fee. Member Smith seconded the motion. Motion carried 6-0.

There being no other matters for discussion, Chairperson Teixeira adjourned the Liquor and Entertainment Board and immediately reconvened the Board of Supervisors. A quorum was present as previously noted.

CITIZENS COMMENTS (1-2156) - May Ruth French advised the public that on September 16 there would be a meeting on the Harootunian Project scheduled and that the Kings Canyon "movement" on a master plan was under way. She also thank all for her support. Mayor Teixeira reminded her that this was not the forum for a political statement.

2. TREASURER - Ted P. Thornton

A. ACTION ON DISPOSAL OF BUSINESS LICENSE RECORDS (1-2195) - Supervisor Tatro moved to adopt Resolution No. 1992-R-55, A RESOLUTION AUTHORIZING THE DESTRUCTION OF ORIGINAL RECORDS for Business Licenses including 1987 through 1989 Out-of-Business Business Licenses and various Business License Files. Supervisor Bennett seconded the motion. Motion carried 5-0.

B. ACTION TO REFUND AND REMOVE PARTIAL 1992-93 REAL PROPERTY TAXES ON PARCEL 4-191-01 DUE TO STATE OF NEVADA ACQUISITION (2-2229) - Supervisor Bennett moved that the Board of Supervisors approve the refund of partial 1992-93 Real Property Taxes on Parcel 4-191-01 due to the State of Nevada acquisition and removal of partial 1992-93 Real Estate Property Taxes on said parcel, the fiscal impact is a \$1,191 decrease in taxes collected for 1992-93. Supervisor Feticc seconded the motion. Motion carried 5-0.

C. ACTION TO REFUND AND REMOVE PARTIAL 1992-93 REAL PROPERTY TAXES ON PARCEL 4-202-05 DUE TO STATE OF NEVADA ACQUISITION (1-2301) - Supervisor Bennett moved that the Board approve the refund of partial 1992-93 Real Property taxes and removal of partial 1992-93 Real Property Taxes on Parcel 4-202-05 due to the State of Nevada acquisition, fiscal impact is a \$530.75 decrease in tax rolls for 1992-93 tax year. Supervisor Feticc seconded the motion. Motion carried 5-0.

D. ACTION TO REFUND AND REMOVE PARTIAL 1992-93 REAL PROPERTY TAXES ON PARCEL 4-191-03 DUE TO STATE OF NEVADA ACQUISITION (1-2301) - Supervisor Bennett moved that the Board of Supervisors approve the partial 1992-93 Real Property Tax refund and removal of partial 1992-93 Real Property Taxes on Parcel 4-191-03 due to the State of Nevada acquisition, fiscal impact is a \$171.69 decrease in taxes collect in 1992-93 tax year. Supervisor Feticc seconded the motion. Motion carried 5-0.

E. ACTION TO REFUND AND REMOVE PARTIAL 1992-93 REAL PROPERTY TAXES ON PARCEL 8-053-02 DUE TO AN AMENDED LEASE BY THE STATE OF NEVADA (1-2336) - Supervisor Bennett moved that the Board of Supervisors approve the removal of Real Property taxes from the 1992-93 tax roll on Parcel 8-053-02 due to an amended lease by the State of Nevada, the amount of the tax removed is \$2,051.75 which is a decrease in the tax collections for the 1992-93 tax year. Supervisor Feticc seconded the motion. Motion carried 5-0.

F. ACTION ON REMOVAL OF PARTIAL 1992-93 REAL PROPERTY TAXES ON PARCEL 8-201-55 DUE TO CARSON CITY ACQUISITION (1-2385) - Supervisor Bennett moved that the Board of Supervisors approve removal of the 92-93 Real Property Taxes on Parcel 8-201-55 due to the recording of a deed from John Serpa to Carson City dated 7/14/92, the decrease is \$4.74 in tax collections for the 92-93 tax year. Supervisor Tatro seconded the motion. Motion carried 5-0.

CARSON CITY BOARD OF SUPERVISORS
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G. ACTION ON TREASURER'S REPORT FOR THE MONTH OF JULY 1992 (1-2412) - Mr. Thornton's introduction included an explanation of the modification to the report which would begin with the August report. Supervisor Bennett moved that the Board of Supervisors accept the Carson City Treasurer's Report for the Month of July 1992. Supervisor Tatro seconded the motion. Motion carried 5-0.

CITIZEN COMMENTS (1-2458) - The State in-lieu of taxes program was explained for Richard Waiton.

3. SHERIFF - Sheriff Paul McGrath and Undersheriff Vic Freeman

A. DISCUSSION ON PROPOSED AMENDMENTS TO SECTION 8.12.010 (DISCHARGE OF FIREARMS UNLAWFUL - BONFIRES AT NIGHT) (1-2495) - Discussion ensued among the Board, Sheriff McGrath, and Undersheriff Freeman on the proposed public hearings about the modifications. (1-2605) Tom Quigley detailed the residents' safety concerns related to the irresponsible discharge of firearms along the River/Deer Run Road area. Mr. Berkich commended Mr. Quigley on his efforts to sensitize the staff and Board on the problems in this area. (2-2745) Tom Dotson elaborated on the problems and urged the Board to adopt the revisions posthaste. Discussion between Supervisor Feticc and Mr. Berkich indicated the matter would be agendized for Board action on September 17. Mayor Teixeira urged Mr. Quigley and Mr. Dotson to provide alternatives which could be discussed and were "enforceable". Sheriff McGrath stressed the feeling that with continued development of the area, the ordinance must be modified. Supervisor Tatro suggested The Nevada Appeal print the proposed modifications for public information. Comments stressed the ordinance would impact the entire City. No formal action was taken or required.

B. STATUS REPORT ON THE ASSET FORFEITURE ACCOUNT FOR THE SECOND, THIRD, AND FOURTH QUARTERS OF FISCAL YEAR 1991-92 (1-2922) - Sheriff McGrath's comments noted his delinquency in providing the report. Internal Auditor Gary Kulikowski noted the entire amount had been reserved for TRINET purposes. Comments also noted the value of the assets which had been seized but had not yet been sold. No formal action was taken or required.

C. ACTION ON A RESOLUTION TO AUTHORIZE THE ESTABLISHMENT OF A BANK ACCOUNT FOR THE PUBLIC ADMINISTRATOR FOR DEPOSIT OF FUNDS OR ESTATES OF LESS THAN \$5,000 AND TO AUTHORIZE ESTABLISHMENT OF INDIVIDUAL ACCOUNTS FOR ESTATES OVER \$5,000 (1-3025) - Clarification noted this request had been generated by the Clerk-Recorder's office although agendized under the Sheriff's items. Clerk-Recorder Nishikawa introduced Deputy Public Administrator Dennis Greene who responded to Board questions on the request. Mr. Kulikowski had reviewed the request and had no objection to the Resolution's wording. Supervisor Tatro moved that the Board adopt Resolution 1992-R-56, A RESOLUTION AUTHORIZING THE ESTABLISHMENT OF A BANK ACCOUNT FOR THE PUBLIC ADMINISTRATOR FOR THE DEPOSIT OF FUNDS FOR ESTATES OF LESS THAN \$5,000 AND TO AUTHORIZE THE ESTABLISHMENT OF INDIVIDUAL ACCOUNTS FOR ESTATES OVER \$5,000. Supervisor Feticc seconded the motion. Motion carried 5-0.

5. CHIEF JUVENILE PROBATION OFFICER - Bill Lewis - ACTION ON APPROVAL OF THE CARSON CITY JUVENILE PROBATION DEPARTMENT TO RECEIVE FEDERAL FUNDS FROM THE BUREAU OF ALCOHOL AND DRUG ABUSE (2-0052) - Supervisor Bennett moved that the Board of Supervisors authorize Carson city Juvenile Probation Department's acceptance of Federal grant funds during the 1992-93 fiscal year for the prevention, demand reduction, identification, and treatment of juvenile drug and alcohol offenders; fiscal impact: revenues for purchase of services in the amount of \$23,068; funding source is the Bureau of Alcohol and Drug Abuse - 100 percent funding; grant is funded according to the Federal fiscal Year which is October 1, 1992, through September 30, 1992. Supervisor Feticc seconded the motion. Motion carried 5-0. Discussion noted this grant was approximately \$5,000 less than the amount which had been received in previous years.

4. INTERNAL AUDITOR - Gary Kulikowski - ACTION ON APPROVAL OF THE JUNE AND JULY

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1992 CHECK DISBURSEMENT REGISTERS (2-0105) - Mr. Kulikowski explained his review and the exceptions he had discovered. Discussion among the Board, Mr. Kulikowski, Public Works Director O'Brien, and Mr. Berkich clarified the exceptions, reasons for them, and Mr. Kulikowski's recommendations. Supervisor Bennett moved that the Board approve the June and July 1992 Check Disbursement Register with comments and statements as presented by the Internal Auditor. Supervisor Feticc seconded the motion. Motion carried 5-0.

BREAK: A five minute recess was taken at 10:45 a.m. When the meeting reconvened at 10:50 a.m. the entire Board was present constituting a quorum.

6. PURCHASING AGENT - Basil "Butch" Moreto

A. ACTION ON CONTRACT NO. 92/93-31 - ROADWAY IMPROVEMENTS (CLEARVIEW DRIVE - COCHISE STREET) (2-0335) - Discussion ensued among the Board, Mr. Moreto, and Public Works Director O'Brien on Saliman Road construction problems, Bertagnolli's track record with Carson City, and the penalty clause in the contract. Supervisor Smith moved that the Board accept the Purchasing Assistant's recommendation and award Contract No. 92/93-31 to Bidder No. 2, T. E. Bertagnolli and Associates, P. O. Box 2577, Carson City, Nevada 89702, as the lowest responsive and responsible bidder pursuant to the requirements of NRS Chapters 332, 338, 339, and 624 for a contract amount of \$64,412.74, funding source is RTC Construction Account. Supervisor Bennett seconded the motion. Discussion noted the force account. Supervisor Smith amended his motion to include the amount of \$5,000. Supervisor Bennett continued her seconded. Motion carried 5-0.

B. ACTION ON CONTRACT NO. 91/92-271 - LIBRARY CARPET REPLACEMENT FINAL PAYMENT (2-0485) - Parks and Recreation Director Steve Kastens detailed the remaining work and reasons for the delay in installing the carpet in the computer area. Supervisor Tatro moved that the Board approve the Request for Final Payment as presented by the Purchasing Agent to Sierra Floor Covering for the Library Carpet Replacement for a sum of \$3,354.70 with a \$200 portion of that amount being withheld until completion of the carpet installation in the computer room, the funding source is the Capital Acquisition/Capital Projects Accounts, funding provided in the 91/92 Fiscal Year. Supervisor Smith seconded the motion. Motion carried 5-0.

C. ACTION ON CONTRACT NO. 92/93-19 - EAGLE VALLEY GOLF COURSE EQUIPMENT PURCHASES (2-0567) - Golf Course Superintendent Bob Townsend detailed the reasons the low bidder was disqualified, the difference in bids, and the light utility vehicles. Audience comments were solicited but none made. Mr. Townsend's comments also noted the need to modify the bid specs to require detailed information concerning the type of equipment which was being bid. Supervisor Smith moved that the Board accept the Purchasing Assistant's recommendation and award the equipment listed on Contract 92/93-19 to Bidder No. 4, Duke Equipment and Irrigation Incorporated, 11373 Sunrise Gold Circle, Rancho Cordova, California 95742 for the following: two Light Weight Fairway Mowers, one Trim Mower, two Turf Trucksters, one Greens Aerator, two Riding Rotary 72 inch Mowers, Sand Trap Rake, four Light Utility Vehicles, and one Fairway Aerator, as the lowest responsive and responsible bidder pursuant to the requirements of NRS Chapter 332 with the base bid unit prices as indicated in the attached bid report. Supervisor Feticc seconded the motion. Motion carried 5-0.

D. ACTION ON AWARD OF CONTRACT NO. 92/93-001 - TANK/WAGON FUEL CONTRACT (2-0835) - Supervisor Tatro moved that the Board accept the Purchasing Agent's recommendation and award contract No. 92/93-001 to Bidder No. 2, Carson Valley Oil, Carson City, Nevada, as the lowest responsive and responsible bidder pursuant to the requirement of NRS Chapter 332 with the base bid unit prices as indicated in the attached bid report. Supervisor Feticc seconded the motion. Motion carried 5-0.

E. ACTION ON CONTRACT NO. 92/93-21 - MILLS PARK PAVILION STRUCTURE - CHANGE ORDER NO. 1 (2-0890) - Parks and Recreation Director Kastens responded to Board questions concerning the need for skylights and justification for the Change Order. Mr. Kastens had contacted Mr.

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Cummings who indicated that the bid had not included the skylights. If he had misled the Board about the cost of the skylights, Mr. Cummings apologized. Board comments stressed the feeling that representation had indicated the skylights were not needed and questioned whether they were in fact necessary. Concerns were also expressed about the skylights leaking or weeping. Mr. Kastens indicated his feeling that there would be no difference between the skylights and metal sheeting in this regard. There had been no problems with the Fuji Park Exhibit Hall. Supervisor Feticc moved to approve the request for Change Order No. 1 to Contract No. 9292-21 as presented by the Purchasing Agent to Clark and Sullivan Constructors and accept the Contract Summary as presented, funding source is Park Bond in the amount of \$4,569.80. Supervisor Bennett seconded the motion. Discussion ensued on the funding source and that the sign had been removed. The motion to approve Change Order No. 1 was voted by roll call with the following result: Tatro - Yes; Bennett - Yes; Smith - No; Feticc - Yes; and Mayor Teixeira - Yes. Motion carried 4-1.

7. PARKS AND RECREATION DIRECTOR - Steve Kastens

A. ACTION ON PARKS AND RECREATION COMMISSION'S RECOMMENDATION TO APPROVE ADOPT-A-PARK PROGRAM (2-1240) - Discussion ensued among the Board, Mr. Berkich, and Mr. Kastens on the program, Sierra Pacific's desire to adopt a park, whether the liability clause would place an undue burden on potential adoptees, the impact on the Alternative Sentencing Program and staff's workload. Mr. Richard Waiton expressed his hope that the program would not impact the Juvenile Probation Program which he had used to clean Mills Park on different occasions. Mayor Teixeira felt this should not change that Program. Supervisor Feticc commended Mr. Kastens on the program and felt that the program could be adjusted later if necessary. Supervisor Feticc then moved that the Board approve the Adopt-A-Park Program as recommended by the Parks and Recreation Commission. Supervisor Smith seconded the motion. Motion carried 5-0.

B. ACTION ON RESOLUTION OF APPRECIATION FOR LYNDA NAVARRO, PARKS AND RECREATION COMMISSIONER (2-1636) - Supervisor moved to adopt Resolution No. 1992-R-58, RESOLUTION OF APPRECIATION FOR LYNDA NAVARRO, PARKS AND RECREATION COMMISSIONER. Supervisor Bennett seconded the motion. Motion carried 5-0.

C. ACTION ON RESOLUTION OF APPRECIATION FOR JAMES KIRKS, PUBLIC ACCESS TELEVISION COMMITTEE MEMBER (2-1660) - Supervisor Bennett moved to adopt Resolution No. 1992-R-58, RESOLUTION OF APPRECIATION FOR JAMES KIRKS, PUBLIC ACCESS TELEVISION COMMITTEE MEMBER. Supervisor Feticc seconded the motion. Motion carried 5-0.

8. PUBLIC WORKS DIRECTOR - City Engineer Tim Homann

A. ORDINANCE - FIRST READING - ACTION ON AN ORDINANCE AND DEVELOPMENT AGREEMENT FOR THE REESE FAMILY TRUST, APN 9-263-01, LOCATED AT 449 WEST ROVENTINI WAY (2-1692) - Supervisor Feticc moved to introduce on first reading Bill No. 152, AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN CARSON CITY AND THE REESE FAMILY TRUST REGARDING ASSESSOR'S PARCEL NO. 9-263-01, LOCATED AT 449 WEST ROVENTINI WAY, CARSON CITY, NEVADA, FOR WATER LINE CONSTRUCTION. Supervisor Smith seconded the motion. Motion carried 5-0.

B. ORDINANCE - SECOND READING

i. ACTION ON BILL NO. 150 - AN ORDINANCE AND DEVELOPMENT AGREEMENT FOR CARSON CITY SCHOOL DISTRICT LOCATED AT 1111 NORTH SALIMAN ROAD (2-1773) - Supervisor Smith moved that the Board adopt Ordinance No. 1992-50 on second reading, AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN CARSON CITY AND CARSON CITY SCHOOL DISTRICT REGARDING ASSESSOR'S PARCEL NO. 10-041-51 LOCATED AT 1111

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NORTH SALIMAN ROAD, CARSON CITY, NEVADA. Supervisor Feticc seconded the motion. Motion carried 5-0.

ii. ACTION ON BILL NO. 151 - AN ORDINANCE AND DEVELOPMENT AGREEMENT FOR GOOD SHEPHERD WESLEYAN CHURCH LOCATED AT 1505 RAILROAD AVENUE (2-1795) - Supervisor Smith moved to adopt on second reading Ordinance No. 1992-51, AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN CARSON CITY AND GOOD SHEPHERD WESLEYAN CHURCH REGARDING ASSESSOR'S PARCEL NO. 10-391-34, LOCATED AT 1505 RAILROAD AVENUE, CARSON CITY, NEVADA. Supervisor Feticc seconded the motion. Motion carried 5-0.

C. REGIONAL TRANSPORTATION COMMISSION - ACTION ON APPROVAL OF COOPERATIVE AND INTERLOCAL AGREEMENT BETWEEN THE NEVADA DEPARTMENT OF TRANSPORTATION AND CARSON CITY FOR THE INSTALLATION OF A TRAFFIC SIGNAL AT WEST GRAVES LANE AND US 395 (2-1815) - Discussion ensued on the installation timetable and need for a signal at this location. Supervisor Smith moved to approve the Interlocal Agreement for the Design and Installation of a Traffic Signal at the intersection of West Graves Lane and U. S. 395, fiscal impact to Carson City is \$97,500, funding source is RTC Construction Account. Supervisor Feticc seconded the motion. Motion carried 5-0.

BREAK: Discussion noted that Mr. Lumos wished to discuss Item D with the Board. Therefore, a lunch recess was called at 11:40 a.m. The meeting was reconvened at 1:10 p.m. The entire Board was present constituting a quorum.

D. OTHER ITEMS - ACTION ON A RESOLUTION INITIATING PROCEEDINGS ON THE GRAVES LANE LOCAL IMPROVEMENT DISTRICT NO. 1 (2-1935) - Mr. Homann outlined the purpose of the Resolution and the area involved. Mr. Berkich detailed staff's concerns about including the "looped street" Unit 3 area in the district. Paul Lumos explained the street's purpose and reasons for utilizing an assessment district to complete the improvements. Discussion ensued among the Board, Mr. Lipparelli, Mr. Lumos and Mr. Berkich on reasons for using the City's line of credit to obtain the loan, taxpayers' responsibility for repayment of the loan if the property owners default, the "slush" fund which would address defaults, additional reasons for including Unit 3 in the district, the purpose of the resolution, procedures to create the district, and the district's financial responsibility for the costs incurred in preparing the resolution. Bond Counsellor Mark Wood reiterated Mr. Lumos' comments related to the criteria utilized to justify the creation of a district and for repayment of the costs generated by its formulation. He also noted that the cost to Unit 3 was only \$25,000 and that a property had to receive a direct benefit from the district before being included.

(2-2718) Ron Boulter acknowledged that he had been approached about the district. He felt it could be a positive step for the area, however, had some questions which would be answered later in the project. Additional public comments were solicited but none made.

Supervisor Feticc moved that the Board adopt Resolution No. 1992-R-59, A RESOLUTION DIRECTING THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS ON BEHALF OF CARSON CITY TO PREPARE AND FILE WITH THE CITY CLERK, PRELIMINARY PLANS, ESTIMATE OF COSTS, AND AN ASSESSMENT PLAT IN CONNECTION WITH A PROPOSED STREET PROJECT IN LOCAL IMPROVEMENT DISTRICT NO. 1 (GRAVES LANE) FOR THE ACQUISITION AND IMPROVEMENT OF PAVING, CURBS AND GUTTERS, STORM DRAINAGE FACILITIES, SIDEWALKS, TRENCHING FOR UTILITIES, WATER LINES, AND SANITARY SEWER FACILITIES ALONG CERTAIN STREETS AND ROADS IN CARSON CITY, NEVADA, PURSUANT TO THE CONSOLIDATED LOCAL IMPROVEMENTS LAW, AND ALL LAWS AMENDATORY THEREOF AND SUPPLEMENTAL THERETO; FOR AN IMPROVEMENT DISTRICT TO BE KNOWN AS CARSON CITY, NEVADA, LOCAL IMPROVEMENT DISTRICT NO. 1 (GRAVES LANE); AND PROVIDING THE EFFECTIVE DATE THEREOF. Supervisor Smith seconded the motion. Supervisor Bennett then relayed her business association with Mike Perry, a principal

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in Sierra Technology. She was not fiduciarily involved with this project. The motion to adopt Resolution No. 1992-R-59 was voted and carried 5-0.

9. ADMINISTRATIVE SERVICES DIRECTOR - Mary Walker - ACTION ON APPROVAL OF AGREEMENT BETWEEN THE CARSON CITY AIRPORT AUTHORITY AND CARSON CITY REGARDING PERSONAL PROPERTY TAX REVENUES AND THE JOHN SERPA PROMISSORY NOTE (2-2845) - Supervisor Smith moved that the Board approve the Memorandum Agreement between the Carson City Airport Authority and Carson City regarding Airport Personal Property Tax Revenues and the John Serpa Promissory Note and other matters properly related thereto; fiscal impact is 415,000, funding source is Airport Personal Property Taxes. Supervisor Tatro seconded the motion. Motion carried 5-0.

10. PERSONNEL MANAGER - Judie Fisher

A. ACTION TO APPOINT MEMBERS TO THE CARSON CITY CAPITAL PROJECTS ADVISORY COMMITTEE (2-2906) - Ms. Fisher's introduction included Gary Sheerin's letter advising that he could not attend today's session and that Mr. Nixdorf is on jury duty. He will attempt to attend the meeting. The Board interviewed Dorothy Arraiz, (3-0518) Jenny Bacigalupi, (3-0196) Richard Baker (3-0758) Tom Glab, (3-01085) Kevin Honkump, (3-1600) Max Montgomery, (3-1821) John "Jay" Meierdierck, (3-2249) Robert Miller, (3-2469) Donald "Craig" Mullet, (3-2905) Perry Nixdorf, (4-0115) Gary Rogers, and (4-0650) Ron Swirczek. They responded to Board questions concerning ability to dedicate two years to the Committee, their interest, potential sites, perceived procedures, issues which the Committee should consider, the Nevada Open Meeting Law and its requirements, reasons for applying, any potential conflict of interest, their experience, and the perceived amount of public involvement. Each was asked for comments/questions. Several thanked the Board for the opportunity to serve. Mr. Swirczek provided the Board with a "flow chart" which addressed a majority of the Board's questions. Others questioned when the decision on the appointments would be made. Mayor Teixeira thanked each for his/her application. (4-0080) Ms. Fisher read Mr. Sheerin's letter into the record. Applicant Ed Moran was not present and not interviewed. (4-1142) Joseph Trinastic made a brief statement to the Board concerning his interest. He was not questioned about his interest due to his hearing problem and failure of his hearing aid. Mayor Teixeira thanked him for his application. Action was continued until later in the meeting.

BREAK: A five minute recess was taken at 2:50 p.m. When the meeting reconvened at 2:55 p.m. the entire Board was present constituting a quorum.

8. ACTION TO APPOINT MEMBER TO THE SHADE TREE COUNCIL (3-0076) - Supervisor Tatro moved that the Board appoint Roger Comstock to the Shade Tree Council to finish out the unexpired term of Ed Skudlarek which expires in February 1994. Supervisor Smith seconded the motion. Motion carried 5-0.

C. ACTION ON DISPOSAL OF PERSONNEL FILES (3-0102) - Supervisor Bennett moved that the Board adopt Resolution No. 1992-R-60. A RESOLUTION AUTHORIZING THE DESTRUCTION OF ORIGINAL RECORDS, which are Carson City Personnel Files. Supervisor Tatro seconded the motion. Motion carried 5-0.

11. CLARK-RECORDER - Kiyoshi Nishikawa

A. ACTION ON CANVASS OF VOTE (3-0128) - Discussion ensued on the election. Supervisor Feticc moved that the Board approve the Canvass of the Vote of the Primary Election held on September 1, 1992. Supervisor Tatro seconded the motion. Motion carried 5-0.

B. ACTION ON RANDOM SELECTION SEQUENCE OF NUMBERS FOR JURY VENIRE 1993 (4-0329) - The procedures were noted. Each of the Board drew a "pea pod" to establish the order in which the random selection would occur. This established the following order: Tatro, Feticc, Bennett, Smith, and Mayor

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Teixeira. In that order the following numbers were pulled: 9, 8, 6, 4, 7, 5, 3, 0, 1, and 2. This is the middle number in the listing from which the computer will pull the names. No other action was required or taken.

12. CITY MANAGER REPORTS - John Berkich - STATUS REPORTS ON:

A. FRANCHISE AGREEMENT WITH T.C.I. OF NEVADA, INC. (4-0476) - Language problems related to "first run programming" were discussed. Status of CATF negotiations were detailed and are not being held up by TCI. PATCOM has suggested several alternative sites for the "studio" which are being evaluated.

B. CHANGEMASTERS (4-0649) - No report at this time.

13. BOARD OF SUPERVISORS REPORTS, RESOLUTIONS, AND PROCLAMATIONS - ISSUES REQUESTED BY MEMBERS OF THE BOARD OF SUPERVISORS

A. MAYOR TEIXEIRA (4-1253) = Nevada's First Lady Sandy Miller's concern about the Bliss Mansion was noted. Mr. Berkich was directed to include the Bliss Mansion in his Status Reports. If possible, staff is to have alternatives for discussion at the next meeting.

B. SUPERVISOR SMITH; AND, C. SUPERVISOR FETTIC (4-1320) - None.

D. SUPERVISOR TATRO (4-1329) - Community Council on Youth, its Board, the agenda for its next meeting and progress on the V&T Railroad project were outlined.

E. SUPERVISOR BENNETT (4-1515) = Carson-Tahoe Hospital's expansion program, its recruitment program, TRPA's economic program, its environmental impact study, and progress on the recreational program along Highway 28 were briefly explained.

10. A. ACTION TO APPOINT MEMBERS TO THE CARSON CITY CAPITAL PROJECTS ADVISORY COMMITTEE (4-1725) - Following discussion of the procedures, each Board member listed his/her choices. Supervisor Tatro then moved that the Board appoint the following people to the Capital Projects Advisory Committee under the Community Planning or Architectural related category: Richard Baker, under experience or education for either Contracting or Engineering, Craig Mullet, under Real Estate, Jenny Bacigalupi, and four representatives from the public-at-large Kevin Honkump, Gary Sheerin, Ron Swirczek, and Ed Moran. Supervisor Fettic seconded the motion. Motion carried 5-0. Discussion then directed Ms. Fisher to select two potential meeting dates and contact the individuals. Community Development will provide staff support.

BREAK: At 4:20 p.m. the meeting recessed until 6 p.m. When the meeting reconvened at 6 p.m. the entire Board was present constituting a quorum. Staff members present included: City Manager Berkich, Clerk-Recorder Nishikawa, Utility Director Timian-Palmer, Deputy District Attorney Lipparelli, Sewer Utilities Superintendent Hastie, Environmental Control Superintendent Arnold, and Recording Secretary McLaughlin.

14. UTILITIES DIRECTOR - Dorothy Timian-Palmer, Sewer Utilities Superintendent John Hastie, and Environmental Control Supervisor Ken Arnold - PUBLIC HEARING AND ACTION ON PROPOSED CURBSIDE RECYCLING RATES WITHIN THE CARSON CITY SERVICE AREA - Discussion among the Board and Ms. Timian-Palmer reviewed the proposed rate increase. (4-2425) Robert Lauder expressed his feeling that the proposed rate increase was cheap particularly when compared to Southern California. (4-2495) Sarah Mersereau-Adler expressed support for the proposal both for herself and her husband, a member of the Citizen Recycling Committee. (4-2549) Harriet Schaller expounded on the need for recycling. The proposed rates were not outlined. Discussion ensued among the Board and staff on the proposed rate at the landfill, the potential increase in illegal dumping if the rate is too high, and penalty for illegal dumping. Supervisor Tatro moved that the Board direct staff to prepare an addendum to the Franchise Agreement with Capital Sanitation regarding curbside recycling rates, to change the rates by increasing as follows: landfill customers - 50 center per yard;

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residential customers \$1.00 per month; and commercial customers - 16 percent. Supervisor Bennett seconded the motion. Motion carried 5-0.

The Committee members introduced themselves and Mayor Teixeira thanked them for their hard work.

15. COMMUNITY DEVELOPMENT DIRECTOR - Walter Sullivan and Senior Planner Juan Guzman - PLANNING COMMISSION REFERRALS - REVIEW AND APPEAL MATTERS

A. ACTION ON MPA-92/93-1 REGARDING A MASTER PLAN AMENDMENT REQUEST FROM C. B. MADDOX (PROPERTY OWNER: JOHN SERPA) TO AMEND THE MASTER PLAN LAND USE DESIGNATION FROM INDUSTRIAL TO LOW DENSITY RESIDENTIAL AND FROM SUBURBAN RESIDENTIAL TO LOW DENSITY RESIDENTIAL ON APPROXIMATELY @# A C R E S OF LAND LOCATED EAST OF GONI ROAD AND SOUTH OF KELVIN ROAD ON APN 8-011-63 - PLANNING COMMISSION DENIED 5-0-1-0 (5-0012) - Mr. Guzman elaborated on the issues and the Planning Commission's recommendation. Discussion with the Board detailed the area which is currently zoned light industrial and conservation reserve. (5-0301) Capital Engineering, C. B. Maddox, and John Serpa Representative Mark Rotter explained the location, surrounding property ownership/zoning, master plan designations, the original plans for the site, and responded to Board questions on the zoning. Mr. Sullivan explained the Special Use Permit problem which had clouded the usage as it had not been followed by an ordinance change. He also responded to Board questions on the procedure and original owner. Mr. Rotter continued his explanation of the options which had been analyzed before the proposal under discussion was drafter. Mitigation measures for each of the issues presented by Mr. Guzman were also explained by Mr. Rotter. He also outlined the LI zoning restrictions, responded to Board questions on the mitigation measures, and reasons for feeling that staff's/Commission's findings had been addressed. Justification for not considering a business park, the setback requirements, the opposition, as well as for not proceeding with the original tentative map, and staff's concern about the "limited, limited" industrial proposal was given.

BREAK: A five minute recess was declared at 7:15 p.m. When the meeting reconvened at 7:20 p.m. the entire Board was present constituting a quorum.

(5-1510) Comstock-Goni Neighborhood Association Representative Fran Hall detailed a map of the area which illustrated the roads, zoning, justification for their opposition, and recommended landscaping. The Association supported the original plan which the Commission had rejected. The proposed plan, the original plan, and a third plan were illustrated by a to scale model. Traffic problems on Goni were also explained. (5-2296) John Nicosia reviewed the history of the area, the commitment for an open space buffer across from his factory, and his feeling that the Special Use Permit was to have expired in three years. M. Sullivan refuted this comment. Mr. Nicosia supported the SF1A zoning but preferred Conservation Reserve. Manufacturing and residential conflicts were outlined. Mr. Sullivan outlined the reasons the original subdivision map was no longer valid. (5-2571) Jerry Niday felt the industrial development would negatively impact the value of the adjacent residential area. She also felt that there is adequate commercial development within the City to meet the area needs, whereas there is a shortage of SF1A development. (5-2701) Tom Countis elaborated on his research and history of the area. He urged the Board to eliminate the conflict found between SF1A and industrial uses. If at all possible, the area should be rezoned CR with one house on five acres as had been approved in 1978. Mr. Lipparelli responded by explaining that only the Board of Supervisors can change the zoning which the files indicate had not occurred. The zoning map error had occurred within the Community Development Department. The Special Use Permit is still in effect and allows for the SF1A development. The present Code provides for a one year expiration of Special Use Permits. This Code cannot be enforced on this property as the Permit was issued prior to adoption of the Ordinance. Mr. Countis felt that the entire procedure had been handled erroneously. He cautioned the Board against placing houses adjacent to industrial areas as it would create future problems.

(6-0016) Discussion followed among the Board and Mr. Sullivan concerning former Community Development

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(Planning) Director John Hoole's letter indicating the conditional use would expire in two years. Mr. Sullivan explained legal counsel's opinion that Mr. Hoole's letter was in error. Supervisor Feticc explained that inverse condemnation would allow the City to acquire the property and reverse the previous action. Mr. Lipparelli elaborated on the reasons Mr. Hoole's letter could not be enforced and commended the audience on its demeanor.

(6-0163) Carol Martini explained the formation of the Comstock-Goni Homeowners Association, its purpose, reasons the Association had not opposed the first plan, the Association's support for the SF1A development, the feeling that there is adequate zoning for manufacturing development in other areas of the City, and the lack of adequate SF1A parcels. Plan B was not advantageous for the City. Plan A was more acceptable. The tree barrier should be included in the conditions if possible. The conditional permits are not enforced. (6-0362) Wanda Beckman elaborated on her feeling that the Master Plan Amendment and Plan B were not in keeping with the Master Plan objectives as it increases the current zoning density, would eliminate the buffer between the industrial and residential areas, and the enforcement of the conditions/restrictions would not occur. She urged the Board to retain the SF1A zoning. (6-0435) Mary Stressen-Reuter supported the SF1A if a creative buffer is utilized. She felt a park was sorely needed in that area. The industrial area is a "good neighbor". (6-0475) Supervisor Feticc explained for May Ruth French the cost of inverse condemnation. (6-0499) Clay Mills urged the Board to consider the negative impact expansion of the industrial area would have on the residential neighborhood. (6-0545) Mr. Rotter noted his statements had addressed a majority of the concerns. He voiced his hesitation about mixing the industrial traffic with the residential traffic as Mayor Teixeira had suggested in his plan. Discussion between Mr. Rotter and Mayor Teixeira noted that the proposals would not have been brought forward had original indications been that they were unacceptable. Mayor Teixeira commended the audience on its decorum.

Supervisor Feticc also commended Mr. Rotter on his presentation and efforts. Supervisor Feticc then moved that the Board of Supervisors uphold the Planning Commission's recommendation to deny MPA 92/93-1, a Master Plan Amendment request from C. B. Maddox, Property Owner: John Serpa, to amend the Master Plan Land Use Designation from Industrial to Low Density Residential and from Suburban Residential to Low Density Residential on approximately 23 acres of land located east of Goni Road and south of Kelvin Road on APN 8-011-63. Supervisor Smith seconded the motion. Supervisor Feticc continued his motion to include the reasons for the findings for the--. Discussion indicated as the Board is upholding the Planning Commission's recommendation and it had made the appropriate findings, additional findings were unnecessary. Additional comments were solicited but none made. The motion to uphold the Planning Commission's recommendation was voted by roll call with the following results: Bennett - Yes; Tatro - Yes; Smith - Yes; Feticc - Yes; and Mayor Teixeira - Yes. Motion carried 5-0.

B. ACTION ON Z-92/93-1 REGARDING A CHANGE OF LAND USE REQUEST FROM C. B. MADDOX (PROPERTY OWNER: JOHN SERPA) TO REZONE APPROXIMATELY 23 ACRES OF LAND FROM CONSERVATION RESERVE (CR) TO SINGLE FAMILY 21000 (SF21000) AND TO REZONE APPROXIMATELY 24 ACRES OF LAND FROM SINGLE FAMILY ONE ACRE (SF1A) TO LIMITED INDUSTRIAL (LI) LOCATED EAST OF GONI ROAD AND SOUTH OF KELVIN ROAD ON A PORTION OF APN 8-011-63 - PLANNING COMMISSION DENIED 5-0-1-0 (6-0648) - Supervisor Bennett moved that the Board uphold the Planning Commission's decision to deny Z-92/93-1, a Change of Land Use request from C. B. Maddox, Property Owner: John Serpa, a to rezone approximately 23 acres of land zoned Conservation Reserve to Single Family 21,000 and to rezone approximately 24 acres of land from Single Family One Acres, SF1A, to Limited Industrial, LI, located east of Goni Road and south of Kelvin Road on a portion of APN 8-011-63. Supervisor Feticc seconded the motion. Comments were solicited but none made. Motion carried 5-0.

C. ACTION ON S-92/93-2 REGARDING A TENTATIVE SUBDIVISION MAP APPLICATION FROM C. B. MADDOX (PROPERTY OWNER: JOHN SERPA) TO DEVELOP A 37 LOT (@|,)) SQUARE FOOT SIZES) SUBDIVISION (NORTH CANYON ESTATES) ON APPROXIMATELY 23 ACRES OF LAND PRESENTLY ZONED CONSERVATION RESERVE (CR) AND TO DEVELOP 8 LOTS FOR LIMITED INDUSTRIAL (LI) DEVELOPMENT ON APPROXIMATELY 24 ACRES OF

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LAND PRESENTLY ZONED CONSERVATION RESERVE (CR) LOCATED EAST OF GONI ROAD AND SOUTH OF KELVIN ROAD ON A PORTION OF APN 8-011-63 - PLANNING COMMISSION DENIED 5-0-1-0 (6-0695) - Supervisor Feticc moved that the Board of Supervisors uphold the Planning Commission's decision to approve a tentative subdivision. Clarification indicated the issues related to this request had not been considered. Supervisor Feticc's motion died for lack of a second. Mr. Sullivan reviewed the request. Supervisor Smith moved that the Board uphold the Planning Commission's recommendation to deny S-92/93-2, a Tentative Subdivision Map Application from C. B. Maddox, Property Owner: John Serpa, to develop a 37 lot, 21,000 square foot sizes, subdivision, North Canyon Estates, on approximately 23 acres of land currently zoned Conservation Reserve and to develop eight lots for Limited Industrial Development on approximately 24 acres of land presently zoned Conservation Reserve located east of Goni Road and South of Kelvin Road on a portion of APN 8-011-63. Supervisor Tatro seconded the motion. Comments were solicited but none made. Motion carried 5-0.

D. ACTION ON S-91/92-5 REGARDING A TENTATIVE SUBDIVISION MAP APPLICATION FROM C. B. MADDOX (PROPERTY OWNER: JOHN SERPA) TO DEVELOP A 44 LOT SUBDIVISION (NORTH CANYON ESTATES) ON APPROXIMATELY 49 ACRES OF LAND ZONED SINGLE FAMILY ONE ACRE (SF1A) AND CONSERVATION RESERVE (CR) LOCATED SOUTH OF KELVIN ROAD AND EAST OF GONI, APN 8-011-63 - PLANNING COMMISSION APPROVED 4-1-1-0 (6-0749) - Following Mr. Sullivan's introduction, the Board discussed with Messrs. Guzman and Rotter the 50 foot setback requirements and the ongoing negotiations with the Fire Department over the location of the fire hydrants. Mayor Teixeira expressed his feeling that his proposal, although it would require an additional road and improvements, was feasible. (6-0850) Cindy Howard questioned the setbacks and expressed her feeling that originally the plan had included a 100 foot requirement. Mr. Sullivan explained the requirements and Mr. Rotter's acknowledgement that he would attempt to locate the homes as close as possible to the cul-de-sac to retain a 90 foot setback. Supervisor Bennett then moved that the Board uphold the Planning Commission's decision to approve Tentative Subdivision Map Application from C. B. Maddox, Property Owner; John Serpa, to develop a 44 lot subdivision, North Canyon Estates, on approximately 49 acres of land zoned Single Family One Acre, SF1A, and Conservation Reserve, located south of Kelvin Road and east of Goni Road, APN 8-011-63. Following clarification Supervisor Bennett continued her motion to include subject to the conditions of approval as stipulated and the findings as stipulated by the Planning Commission and staff. Supervisor Smith seconded the motion. Additional comments were solicited but none made. Motion was voted by roll call with the following results: Feticc - Yes; Tatro - Yes; Smith - Yes; Bennett - Yes; and Mayor Teixeira - Yes. Motion carried 5-0. Mayor Teixeira commended all on their decorum.

BREAK: A five minute recess was taken at 8:25 p.m. When the meeting reconvened the entire Board was present constituting a quorum.

E. ACTION ADOPTING A RESOLUTION TO CLARIFY AN AMBIGUITY IN THE CITY'S ZONING MAP FROM SINGLE FAMILY ONE ACRE (SF1A) TO CONSERVATION RESERVE (CR) RELATIVE TO APN 8-011-63 (6-0940) - Mr. Sullivan reviewed the request. Supervisor Feticc moved that the Board adopt Resolution No. 1992-R-61, A RESOLUTION TO CLARIFY AN AMBIGUITY WITH REGARD TO THE ZONING MAP DESIGNATION OF CERTAIN LAND LOCATED IN CARSON CITY SOUTH OF KELVIN ROAD AND EAST OF GONI ROAD, MORE PARTICULARLY KNOWN AS A PORTION OF APN 08-011-63. Supervisor Bennett seconded the motion. Motion carried 5-0.

F. ACTION REGARDING THE CARSON CITY FIRE STATION JOINT USE AGREEMENT WITH STATE OF NEVADA (6-1015) - Following Principal Planner Rob Joiner's introduction, Supervisor Smith moved that the Board of Supervisors approve the joint use agreement between the State of Nevada and Carson City for parking and access to the proposed Carson City Fire Station No. 1 facility. Supervisor Tatro seconded the motion. Motion carried 5-0.

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G. DISCUSSION REGARDING OBJECTIVES OF THE DOWNTOWN ELEMENT OF THE MASTER PLAN (6-1048) - Mayor Teixeira explained Redevelopment Authority Chairperson Tatro's request that this item be agendized under Redevelopment and brought back at a Saturday morning workshop. Supervisor Tatro elaborated on his reasons for making the request. Discussion included the Board's previous direction that another related Redevelopment item be scheduled for the 17th. This issue was also continued to the workshop. Supervisor Tatro indicated his desire to work with all the factions and establish a meeting date. Supervisor Bennett then moved to continue the item. Supervisor Smith seconded the motion. Clarification noted the matter was not agendized for action, therefore, the motion and second were withdrawn and no formal action was taken.

Supervisor Bennett moved to adjourn. Supervisor Tatro seconded the motion. Motion carried 5-0.

The Minutes of the September 3, 1992, Carson City Board of Supervisors meeting

ARE SO APPROVED____11/19____1992

Marv Teixeira, Mayor

ATTEST:

/s/_____
Kiyoshi Nishikawa, Clerk-Recorder