

**CARSON CITY CONSOLIDATED MUNICIPALITY
NOTICE OF MEETING OF THE
BOARD OF SUPERVISORS AND REDEVELOPMENT AUTHORITY**

Day: Thursday
Date: February 2, 2023
Time: Beginning at 8:30 am
Location: Community Center, Robert ?Bob? Crowell Board Room
851 East William Street
Carson City, Nevada

AGENDA

NOTICE TO THE PUBLIC:

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

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

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

- 2. Roll Call**

- 3. Invocation - Pastor Louie Locke, Fountainhead Foursquare**

- 4. Pledge of Allegiance**

- 5. Public Comment:****

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

6. For Possible Action: Approval of Minutes -

6.A January 5, 2023

[01-05-2023 Minutes \(BOS\).pdf](#)

Consent Agenda

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

7. Finance

7.A For Possible Action: Discussion and possible action regarding the report on the condition of each fund in the treasury and the statements of receipts and expenditures through January 20, 2023, per NRS 251.030 and NRS 354.290. (Sheri Russell-Benabou, srussell@carson.org)

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

[BOS Cash Report 01-20-2023.pdf](#)

8. Purchasing and Contracts

8.A For Possible Action: Discussion and possible action regarding authorization to purchase (1) two Genetec Inc. model SV-4020EX-R26-520T-20-216 archivers (“Archivers”) through PowerComm Solutions, Inc. (“PowerComm”) for a not to exceed amount of \$119,973, and (2) one year of 24/7 support services from Genetec Inc., through PowerComm for a not to exceed amount of \$5,915. (Carol Akers, cakers@carson.org and Frank Abella, fabella@carson.org)

Staff Summary: These purchases will provide the two Archivers, which are data storage units with approximately 440 usable Terabytes (TB) of capacity each that are specially designed for storing video footage. The City already holds appropriate licensing agreements with Genetec Inc. that will cover both Archivers, and both also come with 5-year next business day hardware support. The Archivers will assist the City in meeting its video retention obligations.

[PCS Proposal - CCIT - System Server 2022 RV1 Parts Sale.pdf](#)

(End of Consent Agenda)

Ordinances, Resolutions, and Other Items

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

10. City Manager

10.A For Possible Action: Discussion and possible action regarding the appointment of two members to the Historic Resources Commission ("HRC"), each for a four-year term that expires in January 2027. (Nancy Paulson, npaulson@carson.org)

Staff Summary: Carson City Municipal Code ("CCMC") 18.06.020 establishes the HRC, to be composed of seven members appointed by the Board of Supervisors ("Board"). There are two vacancies; one application for reappointment was submitted by Lou Ann Speulda-Drews for the position to be occupied by a professional in the disciplines of archaeology, anthropology, history or related professions, and one application for appointment was submitted by Joan Wright for the position to be occupied by a person who owns property and resides within the historic district.

[Historic Resources Commission Packet.pdf](#)

10.B For Possible Action: Discussion and possible action regarding the appointment of one member to the 9-1-1 Surcharge Advisory Committee ("Committee"), as the representative of a local exchange carrier for a partial term expiring in December 2023. (Nancy Paulson, npaulson@carson.org)

Staff Summary: The Committee is a body which must have at least five members, but no more than seven. There is currently one vacancy that must be filled due to the resignation of a member. One application was submitted. Charles "Andy" Polisso of AT&T is seeking appointment as the representative of a local exchange carrier.

[911 Surcharge Packet.pdf](#)

11. Recess as the Board of Supervisors

Redevelopment Authority

12. Call to Order - Redevelopment Authority

13. Roll Call

14. Public Comment:**

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

15. For Possible Action: Approval of Minutes –

15.A January 5, 2023

[01-05-2023 Minutes \(RA\).pdf](#)

16. City Manager

16.A For Possible Action: Discussion and possible action regarding the appointment of three members to the Redevelopment Authority Citizens Committee ("RACC"), one for the position of Business Operator or Property Owner from Redevelopment Area 2 for a full term that will expire in January 2026, and two for the positions of Citizen-at-Large with each to fill partial terms ending in January 2025. (Nancy Paulson npaulson@carson.org)

Staff Summary: RACC is a seven-member committee that advises the Redevelopment Authority on matters pertaining to the Redevelopment District. There are three vacant positions; two vacancies are due to resignation and one is due to the expiration of term. New applications were submitted by the following candidates: Lee Kennedy for the Business Operator or Property Owner position from Redevelopment Area 2, and David Lambin, Margaret Green-Wilson, Richard Nagel and Ashley Ackerman for the Citizen-at-Large positions.

[RACC Packet.pdf](#)

[Gina Lopez Resignation.pdf](#)

[Andi Fant Resignation.pdf](#)

17. Finance

17.A For Possible Action: Discussion and possible action regarding a resolution to augment and amend the Carson City Redevelopment Authority Fiscal Year 2022-2023 Budget in the amount of \$2,079,613. (Sheri Russell-Benabou, srussell@carson.org)

Staff Summary: The proposed augmentation and revision is primarily due to carryover of program costs from the prior year's budget, Redevelopment Authority actions and unanticipated sources of revenue.

[Resolution to Augment Redevelopment Budget RDA Jan 2022.docx](#)

[Support - RDA AUGMENTATIONS.pdf](#)

18. Public Comment:**

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

19. For Possible Action: To Adjourn as the Redevelopment Authority

20. Reconvene as the Board of Supervisors

21. Finance

21.A For Possible Action: Discussion and possible action regarding a resolution to augment and amend the Carson City Fiscal Year 2022-2023 Budget in the amount of \$130,804,211. (Sheri Russell-Benabou, srussell@carson.org)

Staff Summary: The proposed augmentation and revision is primarily due to carryover of program costs from the prior year's budget, board actions, federal and local grants, transfers of contingency and unanticipated sources of revenue.

[Resolution to Augment Budget Jan 2022.doc](#)

[Support - CC Augmentations.pdf](#)

21.B For Possible Action: Discussion and possible action to adopt, on second reading, Bill No. 101, a proposed ordinance authorizing the issuance by Carson City of its "General Obligation (Limited Tax) Infrastructure Sales Tax Bonds (Additionally Secured by Pledged Revenues), Series 2023" in the aggregate principal amount not to exceed \$5,550,000. (Sheri Russell-Benabou, srussell@carson.org)

Staff Summary: This is the second reading of a proposed ordinance which, if enacted, will authorize the issuance of the "General Obligation (Limited Tax) Infrastructure Sales Tax Bonds (Additionally Secured by Pledged Revenues), Series 2023" in the aggregate principal amount not to exceed \$5,550,000 for the purpose of financing certain infrastructure projects set forth in NRS 377B.160(3).

[Bond Ordinance \(55367507v7\) Second Reading.DOCX](#)

[Appendix CDC \(55884547v2\).DOC](#)

[Funding Model CACI 2023 Infrastructure Bonds \(2023-01-04\).pdf](#)

22. Fire

22.A For Possible Action: Discussion and possible action regarding a federal grant award in the amount of \$2,036,493 through November 17, 2028, with a local match obligation not to exceed \$30,000, for Carson City to perform wildfire fuels reduction work in western Carson City (“Project”) through Round 18 of the Southern Nevada Public Land Management Act’s (“SNPLMA”) Hazardous Fuels Reduction and Wildfire Prevention program. (Jason Danen, jdanen@carson.org)

Staff Summary: The Project will allow the Carson City Fire Department (“CCFD”) to reduce the threat of catastrophic wildfire by reducing wildfire fuels on 850 acres in the Wildland Urban Interface (“WUI”) surrounding western Carson City by hand thinning, mechanical thinning and controlled burns. This treatment will significantly reduce hazardous fuels along the west side of Carson City, which is very susceptible to wildfire. The \$30,000 local match obligation can be met by in-kind contribution.

[NOA FINAL 11.18.2022.pdf](#)

[SR Item 12B Fuels to Apply 18.pdf](#)

22.B For Possible Action: Discussion and possible action regarding a federal grant award in the amount of \$147,290 through December 26, 2028, with no local match obligation, for Carson City to provide eligible homeowners with trailers and dumpsters for vegetation removal (“Project”) through Round 18 of the Southern Nevada Public Land Management Act’s (“SNPLMA”) Hazardous Fuels Reduction and Wildfire Prevention program. (Jason Danen, jdanen@carson.org)

Staff Summary: This grant will provide funding for the Carson City Hazardous Fuels Collection Project over a period of six years, which allows eligible homeowners to reserve a trailer or dumpster to be delivered to their homes for the disposal of vegetation that was previously removed to create a defensible space. Those trailers and dumpsters are then picked up by the Carson City Fire Department (“CCFD”) and taken to the landfill for disposal of the vegetation.

[NOA FINAL 12.27.2022.pdf](#)

[Hazardous Fuels Collection Carson City Final.pdf](#)

[SR Item 12A Fuels to Apply 18.pdf](#)

22.C For Possible Action: Discussion and possible action regarding a proposed reclassification of the Wildland Fuels Management Officer position (currently Unclassified, P601) to the position of Fuels Management Grants Administrator (Classified, P202). (Sean Slamon, sslamon@carson.org)

Staff Summary: The Carson City Fire Department’s (“CCFD”) Wildland Fuels Management Officer position is currently vacant. This item seeks authorization to reclassify that Wildland Fuel Management Officer position to a Fuels Management Grants Administrator position. The reclassified position will be non-exempt under the Fair Labor Standard Act (“FLSA”) and will manage planning and reporting activities for CCFD’s wildland fuels grants with no supervisory duties.

[Fuels Management Grants Administrator \(Final\).pdf](#)

23. Public Works

23.A For Possible Action: Discussion and possible action: (1) regarding a business impact statement concerning a proposed ordinance revising rates and fees for use of the Carson City sanitary landfill; and (2) to introduce, on first reading, a proposed ordinance revising rates and fees for use of the Carson City sanitary landfill. (Darren Schulz, dschulz@carson.org, Rick Cooley, rcooley@carson.org)

Staff Summary: This item is for the first reading of a proposed ordinance which, if enacted, will revise section 12.12.047 of the Carson City Municipal Code (“CCMC”) to increase the rates and fees charged for use of the Carson City sanitary landfill (“Landfill”). NRS 237.080 requires a business impact statement to be prepared whenever the governing body of a local government seeks to exercise legislative powers by adopting an ordinance or takes some action increasing fees to be paid, at least in substantial part, by businesses. The business impact statement finds that the proposed ordinance will not impose a direct and significant economic burden upon a business or directly restrict the formation, operation or expansion of a business.

[BIS - Landfill Fee Increase Ordinance at rc 012423 at Clean .pdf](#)

[2022 1221 - BIS Ntc Ltr \(Landfill Rates\) FINAL 122822.pdf](#)

[Draft Ord re Landfill Rates \(First Read\) v2 \(Clean\).pdf](#)

[DDI letter.pdf](#)

[STR letter.pdf](#)

[Trashco letter.pdf](#)

[Empire letter.pdf](#)

[Olcese letter.pdf](#)

23.B For Possible Action: Discussion and possible action regarding a proposed Interlocal Agreement (“Agreement”) between Carson City and the Town of Minden (“Minden”) to provide Minden a discounted rate for one year to dispose of specified solid waste at the Carson City sanitary landfill (“Landfill”). (Darren Schulz, dschulz@carson.org, Rick Cooley, rcooley@carson.org)

Staff Summary: Minden directly provides trash collection services within its jurisdiction, then disposes of that collected refuse at the Landfill. Carson City has proposed changes to the rates and fees for Landfill use. Minden has requested a limited exception to those planned increases to allow it to phase in the City’s increased rates over a one-year period. The Agreement requires Minden to pay out-of-county rates like other such users, except that from July 1, 2023, to June 30, 2024, Minden will pay \$66.00 per ton for municipal solid waste (“MSW”) brought to the Landfill, instead of \$74.00 per ton.

[MINDEN CARSON INTERLOCAL Landfill Fee Incease 011423v3.pdf](#)

23.C For Possible Action: Discussion and possible action regarding a proposed Interlocal Agreement (“Agreement”) between Carson City and the Town of Gardnerville (“Gardnerville”) to provide Gardnerville a discounted rate for one year to dispose of specified solid waste at the Carson City sanitary landfill (“Landfill”). (Darren Schulz, dschulz@carson.org, Rick Cooley, rcooley@carson.org)

Staff Summary: Gardnerville directly provides trash collection services within its jurisdiction, then disposes of that collected refuse at the Landfill. Carson City has proposed changes to the rates and fees for Landfill use. Gardnerville has requested a limited exception to those planned increases to allow it to phase in the City’s increased rates over a one-year period. The Agreement requires Gardnerville to pay out-of-county rates like other such users, except that from July 1, 2023, to June 30, 2024, Gardnerville will pay \$66.00 per ton for municipal solid waste (“MSW”) brought to the Landfill, instead of \$74.00 per ton.

[GARDNERVILLE CARSON INTERLOCAL Landfill Fee Increate 011423v3.pdf](#)

24. Board of Supervisors

Non-Action Items:

City Manager Update

Status review of projects

Internal communications and administrative matters

Correspondence to the Board of Supervisors

Status reports and comments from the members of the Board

Staff comments and status report

Closed Non-Meeting to Confer with Management Representatives and Counsel:

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

25. Public Comment:**

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

26. For Possible Action: To Adjourn

**PUBLIC COMMENT LIMITATIONS - The Mayor and Supervisors meet at various times as different public bodies: the Carson City Board of Supervisors, the Carson City Liquor and Entertainment Board, the Carson City Redevelopment Authority, and the Carson City Board of Health. Each, as called to order, will provide at least two public comment periods in compliance with the minimum requirements of the Open Meeting Law prior to adjournment. No action may be taken on a matter raised under public comment unless the item has been specifically included on the agenda as an item upon which action may be taken. Public comment will be limited to three minutes per speaker to facilitate the efficient conduct of a meeting and to

provide reasonable opportunity for comment from all members of the public who wish to speak. Testimony from a person who is directly involved with an item, such as City staff, an applicant or a party to an administrative hearing or appeal, is not considered public comment and is not subject to the three-minute time limitation.

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

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

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

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

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

This notice has been posted at the following locations:

City Hall 201 North Carson Street

www.carson.org/agendas

<http://notice.nv.gov>

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A regular meeting of the Carson City Board of Supervisors was scheduled for 8:30 a.m. on Thursday, January 5, 2022, in the Community Center Robert “Bob” Crowell Boardroom, 851 East William Street, Carson City, Nevada.

PRESENT:

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

STAFF:

Nancy Paulson, City Manager
Scott Hoen, Clerk-Recorder
Stephanie Hicks, Deputy City Manager
Adam Tully, Deputy District Attorney
Tamar Warren, Senior Deputy Clerk

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

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

(8:31:30) – Mayor Bagwell called the meeting to order at 8:31 a.m. Mr. Hoen called roll and noted the presence of a quorum. Calvary Chapel Pastor Pat Propster provided the invocation. At Mayor Bagwell’s request, Supervisor Horton led the Pledge of Allegiance.

5. PUBLIC COMMENT

(8:34:51) – Mayor Bagwell entertained public comments. Parks and Recreation Commissioner Lea Case introduced herself and her daughter, Charlotte Case, and stated that her comments were not a representation of the Commission during this public comment. Ms. Case spoke in favor of item 17.A and provided background on the development of the proposed Carson City dog policy, which she called an attempt “to back into a policy at the park level that might be better addressed at the City level,” calling it an attempt at consistency and inclusiveness. She suggested not letting “perfect be the enemy of the good” and recommended voting for the item.

(8:38:00) – Deni French thanked the Planning Department for their assistance in addressing his concern regarding Ash Canyon Creek. He also welcomed the incoming Board and Staff members. Mr. French expressed concern regarding item 8.A and the safety zone between the nearby mobile home park and the antenna tower. He also inquired if the engineering services for the Fuji Fairgrounds Arena Expansion Project would be funded by a grant, questioning whether the expense was necessary, calling the provided information “inconsistent with what they were directing me to, as far as I should find.”

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(8:41:19) – Public Works Director Darren Schulz advised of the continuous efforts to clear the streets “running round-the-clock shifts day and night to try to get all the streets open and passable.” He noted that contractors had been hired for additional help and that “the current soft rain” has been helpful; however, he hoped it would stop at noon to avoid flooding. Supervisor Schuette explained that she had received a message from a resident praising the snow clearing that had been done on her street that had not qualified for a Tier 1 or Tier 2 status.

(8:43:45) – Carson City Fire Chief and Emergency Manager Sean Slamon also reported that over 2,200 housing units had lost power during the New Year’s Eve storm all of which, except six customers, had their power restored as of this meeting. Chief Slamon explained that the Multipurpose Athletic Center and Fire Station 51 had been opened as warming centers; however, neither location had been attended by the residents, attributing it to the fact that the community was well prepared. He highlighted the communication between agencies and explained that the call volumes to the Fire Department had doubled during the outages and that they had responded to de-energize downed power lines until the arrival of the NV Energy crews. Chief Slamon noted that the Fire Department had supported Governor Lombardo’s inauguration as well. Mayor Bagwell noted the many downed trees and requested a process for bringing those trees to a centralized location and providing a message to the community on how to rid of that debris. Supervisor Giomi asked why it had taken so long for NV Energy to restore service and Chief Slamon said he had not been informed of the reason “other than it was a significant storm.” He also attributed the collapse of the power lines to the “wet Sierra cement snow.” Supervisor Giomi thanked the Fire Department, the Carson City Sheriff’s Office (CCSO), the Public Works Department, and the Parks, Recreation, and Open Space Department. Mayor Bagwell noted that the Governor had the National Guard on standby in expectation of “the call.”

6. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – DECEMBER 1, 2022.

(8:52:23) – Mayor Bagwell introduced the item and entertained comments, corrections, or a motion.

(8:52:33) – Supervisor Giomi moved to approve the minutes of the December 1, 2022 Board of Supervisors meeting as presented. The motion was seconded by Supervisor Schuette and carried 5-0-0.

7. SPECIAL PRESENTATIONS

7.A PRESENTATION OF A PROCLAMATION RECOGNIZING GREG DAVIS FOR HIS LONG-TIME CONTRIBUTIONS TO YOUTH SPORTS HERE IN CARSON CITY, NEVADA.

(8:53:01) – Mayor Bagwell introduced the item and invited the Board members to join her in the presentation. Supervisor Giomi read into the record and presented Gregg Davis with a proclamation recognizing his long-time contribution to youth sports. Mr. Davis and his family joined the Board for a commemorative photo.

7.B PRESENTATION OF A PROCLAMATION RECOGNIZING JANUARY 2023 AS NATIONAL RADON MONTH.

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(8:57:22) – Mayor Bagwell introduced the item and recognized January 2023 as National Radon Month via a proclamation. She highlighted the risk of lung cancer and encouraged everyone to perform a free test of their homes for radon, mitigate elevated levels of radon, and have new homes built with radon-reducing materials.

CONSENT AGENDA

(8:59:20) – Mayor Bagwell introduced the item and stated that item 8.A would be pulled from the Consent Agenda to make a technical correction and to respond to public comment. She also inquired whether the Board wished to pull items from the Consent Agenda; however, none were forthcoming. Mayor Bagwell entertained a motion.

(8:59:42) – Supervisor Giomi moved to approve the Consent Agenda consisting of items 9.A, 9.B, 10.A, 11.A, 12.A, 12.B, 12.C, 12.D, 12.E, 12.F, and 12.G as presented. Supervisor White seconded the motion.

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

8. AIRPORT AUTHORITY

8.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING PROPOSED AMENDMENTS (“AMENDMENTS”) TO A LEASE AGREEMENT FOR THE USE OF A COMMUNICATIONS TOWER AND 1,200 SQUARE FEET OF ADJACENT SPACE WITHIN THE CARSON CITY AIRPORT (“LEASE”) ENTERED INTO BETWEEN SACRAMENTO-VALLEY LIMITED PARTNERSHIP, DBA VERIZON WIRELESS (“VERIZON”), AS TENANT, AND CARSON CITY AND THE CARSON CITY AIRPORT AUTHORITY (“CCAA”), TOGETHER AS LANDLORD, WITH THE AMENDMENTS UPDATING THE FREQUENCIES USED BY VERIZON AND ALLOWING VERIZON TO INSTALL NEW EQUIPMENT AND MODIFY ITS EXISTING EQUIPMENT ON THE LEASED AREA.

(9:00:21) – Mayor Bagwell introduced the item. Mr. Tully referenced a “technical correction” in the late material, noting that a single signature would be used for the two amended leases. Mayor Bagwell responded to Mr. French’s earlier inquiry during public comment, noting that per the project maps, they must comply with Federal Aviation Administration (FAA) and Carson City Municipal Code (CCMC) requirements. There were no additional Board or public comments; therefore, Mayor Bagwell entertained a motion.

(9:02:42) – Supervisor Giomi moved to approve the amendments as presented in late material. Supervisor Schuette seconded the motion.

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

9. ASSESSOR

9.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A REQUEST TO REMOVE THE TAXES AND PENALTIES FROM THE UNSECURED TAX ROLLS FOR FISCAL YEARS ("FY") 2019/20, 2020/21 AND 2021/22 PER NRS 361.5607 IN THE AMOUNT OF \$13,710.53.

9.B 9.B FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE NOMINATION AND APPOINTMENT OF THREE MEMBERS TO THE CARSON CITY BOARD OF EQUALIZATION ("CCBOE"), ONE MEMBER WILL FILL THE REMAINDER OF A TERM ENDING IN JANUARY 2025 AND TWO WILL FILL FOUR-YEAR TERMS ENDING IN JANUARY 2027.

10. CITY MANAGER

10.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN CARSON CITY AND THE CARSON CITY SHERIFFS SUPERVISORY ASSOCIATION ON BEHALF OF THE CARSON CITY SHERIFFS LIEUTENANTS/CAPTAINS ("CCSSA LT./CPT.") TO AMEND THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND THE CCSSA LT./CPT. THAT IS EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2024 ("CBA") TO REMOVE REFERENCE TO EDUCATION QUALIFICATIONS FOR PROMOTION TO CAPTAIN.

11. FINANCE

11.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE REPORT ON THE CONDITION OF EACH FUND IN THE TREASURY AND THE STATEMENTS OF RECEIPTS AND EXPENDITURES THROUGH DECEMBER 23, 2022, PER NRS 251.030 AND 354.290.

12. PURCHASING AND CONTRACTS

12.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING CONTRACT NO. 23300263 WITH FARR WEST ENGINEERING ("FWE") TO PROVIDE

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ENGINEERING SERVICES FOR THE FUJI FAIRGROUNDS ARENA EXPANSION PROJECT (“PROJECT”), FOR A NOT TO EXCEED AMOUNT OF \$88,590.

12.B FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED \$69,377 INCREASE IN PURCHASE AUTHORITY, BEYOND THE PREVIOUSLY APPROVED \$70,000, RESULTING IN A NEW ANNUAL NOT TO EXCEED AMOUNT OF \$139,377, FOR THE PURCHASE OF MEDICATIONS FOR PERSONS DETAINED IN THE CARSON CITY JAIL UTILIZING JOINDER CONTRACT NO. MMS2200730 BETWEEN MINNESOTA MULTISTATE CONTRACT ALLIANCE FOR PHARMACY (“MMCAP”) AND DIAMOND DRUGS, INC. DBA DIAMOND PHARMACY (“DIAMOND PHARMACY”), AND EXTENDING THE PURCHASE AUTHORITY THROUGH JUNE 30, 2023.

12.C FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING PROPOSED CONTRACT NO. 23300219 WITH AMERICAN EXCHANGE TO PROVIDE BILLING SERVICES FOR THE CARSON CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES (“CCHHS”), AT A RATE OF 7 PERCENT OF NET COLLECTIONS PER MONTH PLUS THE COST OF US POSTAGE FOR MAILING PATIENTS STATEMENTS AND/OR PAPER CLAIMS, EFFECTIVE JANUARY 5, 2023, THROUGH DECEMBER 31, 2023, WITH THE OPTION TO RENEW FOR FOUR ADDITIONAL ONE-YEAR TERMS.

12.D FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED \$50,000 INCREASE IN PURCHASE AUTHORITY, BEYOND THE EXISTING \$100,000 IN PURCHASE AUTHORITY, RESULTING IN A NEW NOT TO EXCEED AMOUNT OF \$150,000, WITH BADGER METER INC. (“BADGER”) FOR FISCAL YEAR (“FY”) 2023 FOR BADGER WATER METERS AND PARTS.

12.E FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A DETERMINATION THAT SHOWCASE CONTRACTING LLC (“SHOWCASE”), IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PURSUANT TO NEVADA REVISED STATUTES (“NRS”) CHAPTER 338 AND WHETHER TO AWARD CONTRACT NO. 23300240 FOR THE WORK ASSOCIATED WITH REPLACING THE UNINTERRUPTIBLE POWER SUPPLY (“UPS”) EQUIPMENT AT THE PUBLIC SAFETY COMMUNICATION CENTER (“PROJECT”) TO SHOWCASE FOR A TOTAL AMOUNT NOT TO EXCEED \$285,040.01.

12.F FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING A DETERMINATION THAT TNT INDUSTRIAL CONTRACTORS, INC. (“TNT”) IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PURSUANT TO NEVADA REVISED STATUTES (“NRS”) CHAPTER 338 AND WHETHER TO AWARD CONTRACT NO. 23300248 (“CONTRACT”) TO REPLACE AIR RELEASE VALVES AND MANHOLE TOPS ALONG THE BRUNSWICK EFFLUENT TRANSMISSION MAIN (“PROJECT”) FOR A TOTAL AMOUNT NOT TO EXCEED \$340,136.50.

12.G FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE APPOINTMENT OF DR. COLLEEN LYONS AS THE CARSON CITY COUNTY HEALTH OFFICER,

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EFFECTIVE JANUARY 1, 2023 FOR A TWO-YEAR TERM ENDING ON DECEMBER 31, 2024, AND REGARDING AMENDMENT NO. 2 TO CONTRACT NO. 20300270, TO EXTEND THE TERM OF THE CONTRACT WITH DR. LYONS TO DECEMBER 31, 2024 AND TO INCREASE THE CONTRACT AMOUNT BY AN ADDITIONAL \$60,000, PAID \$2,500 PER MONTH, FOR A NEW TOTAL NOT TO EXCEED AMOUNT OF \$115,000, TO BE FUNDED FROM THE HEALTH ADMINISTRATION PROFESSIONAL SERVICES ACCOUNT IN THE GENERAL FUND.

END OF CONSENT AGENDA

ORDINANCES, RESOLUTIONS, AND OTHER ITEMS

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

Please see the minutes for item 8.A.

14. SHERIFF

14.A FOR DISCUSSION ONLY: PRESENTATION OF A BIENNIAL REPORT ON CARSON CITY JAIL CONDITIONS AND INFORMATION CONCERNING DEATHS OF PRISONERS WITHIN THE JAIL.

(9:03:12) – Mayor Bagwell introduced the item. CCSO Captain Earl Mays reviewed the Staff Report and accompanying documentation, incorporated into the record, and responded to clarifying questions. Captain Mays reported no deaths in the jail during the reporting period and that a new padded cell had been completed and occupied. Mayor Bagwell clarified for the public that Board members take turns visiting the jail and hearing concerns or evaluating requests/needs. Supervisor Giomi was informed that the new fence had also been completed. This item was not agendized for action.

15. CITY MANAGER

15.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING NOMINATIONS AND APPOINTMENTS OF MEMBERS OF THE BOARD OF SUPERVISORS (“BOARD”) AND OTHER DESIGNEES OR REPRESENTATIVES TO VARIOUS POSITIONS ON BOARDS, COMMITTEES AND COMMISSIONS AS REQUIRED OR AUTHORIZED BY LAW, INCLUDING TO: (1) THE POSITION OF MAYOR PRO TEMPORE ON THE BOARD OF SUPERVISORS; (2) THE CARSON CITY REGIONAL TRANSPORTATION COMMISSION; (3) THE CARSON CITY AUDIT COMMITTEE; (4) THE NEVADA ASSOCIATION OF COUNTIES; (5) THE NEVADA ASSOCIATION OF COUNTIES ALTERNATE; (6) THE NEVADA LEAGUE OF CITIES BOARD OF DIRECTORS; (7) THE CARSON CITY CULTURE & TOURISM AUTHORITY; (8) THE CARSON WATER SUBCONSERVANCY DISTRICT; (9) NEVADA WORKS; (10) THE CARSON CITY AIRPORT AUTHORITY; (11) THE CARSON CITY DEBT MANAGEMENT COMMISSION; (12) THE CARSON CITY CULTURAL COMMISSION; (13) THE TAHOE REGIONAL PLANNING AGENCY (“TRPA”); (14) THE TRPA ADVISORY PLANNING COMMISSION (“APC”); AND (15) THE NEVADA TAHOE CONSERVATION DISTRICT (“NTCD”).

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(9:05:37) – Mayor Bagwell introduced the item and heard from the Board members that they wished to continue serving their existing committees and commissions. Supervisor Horton agreed to take over the boards of his predecessor, Supervisor Jones. Mayor Bagwell entertained additional discussion; however, none was forthcoming.

(9:06:40) – Mayor Bagwell moved to appoint:

- **Supervisor Giomi as Mayor Pro Tem for a two-year term ending on December 31, 2024**
- **Mayor Bagwell to the Carson City Regional Transportation Commission for a two-year term ending on December 31, 2024**
- **Supervisor Schuette to the Carson City Audit Committee for a one-year term ending on December 31, 2023**
- **Supervisor Giomi to the Nevada Association of Counties for a one-year term ending on December 31, 2023**
- **Mayor Bagwell as an alternate to the Nevada Association of Counties for a one-year term ending on December 31, 2023**
- **Mayor Bagwell to the Nevada League of Cities Board of Directors for a one-year term ending on December 31, 2023**
- **Supervisor Giomi to the Carson City Culture and Tourism Authority for a four-year term ending on December 31, 2026**
- **Supervisor Giomi to the Carson City Water Subconservancy District for a four-year term ending on December 31, 2026**
- **Supervisor White to Nevada Works for a two-year term ending on December 31, 2024**
- **Supervisor Horton to the Carson City Airport Authority to fill an unexpired term ending on January 1, 2025**
- **Supervisor Horton to the Carson City Debt Management Commission for a two-year term ending on December 31, 2024**
- **Supervisor Horton to the Carson City Cultural Commission for a two-year term ending on December 31, 2024**
- **Shelly Aldean to the Tahoe Regional Planning Agency (TRPA) for a two-year term ending on December 31, 2024**
- **Doug Martin to the Nevada Tahoe Conservation District (NTCD) for a two-year term ending on December 31, 2024**
- **Kevin Hill to the TRPA for reappointment to serve as Carson City’s lay member of the APC for a two-year term ending on December 31, 2024**

Supervisor Giomi seconded the motion and thanked Ms. Aldean, Mr. Martin, and Mr. Hill “for their continued efforts representing this body on those very important organizations.” Mayor Bagwell called for the vote.

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

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15.B FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE APPOINTMENT OF UP TO FOUR MEMBERS TO THE 9-1-1 SURCHARGE ADVISORY COMMITTEE (“COMMITTEE”), EACH FOR A TWO-YEAR TERM EXPIRING IN DECEMBER 2024.

(9:09:29) – Mayor Bagwell introduced the item. Supervisor Giomi read into the record a prepared disclosure statement, advised of no disqualifying conflict of interest, and stated that he would participate in discussion and action. Mayor Bagwell noted that Denise Stewart had applied for reappointment therefore she would not be reinterviewed. She also explained the interview process to applicants James Powell, Jed McComber, and Steven Figone and noted that at the conclusion of the interviews, the Board would discuss the appointments and proceed with an action. Each Board member asked all the applicants the same questions. A video of all the interviews may be viewed on the City’s website at:

https://carsoncity.granicus.com/player/clip/2161?view_id=2&redirect=true&h=14525fd4fdeb81fa222b192a3863cd42. Once the interviews were completed, Supervisor Schuette complimented the candidates for their background knowledge and their responses. Mayor Bagwell entertained a motion.

(9:30:06) – Supervisor Schuette moved to reappoint Denise Stewart and to appoint James Powell, Jed McComber, and Steven Figone each for a full term expiring in December 2024. Supervisor White seconded the motion.

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

(9:31:45) – Mayor Bagwell thanked the candidates and recessed the meeting.

(9:38:10) – Mayor Bagwell reconvened the meeting. A quorum was still present.

15.C FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE APPOINTMENT OF UP TO FOUR MEMBERS TO THE CARSON CITY CULTURAL COMMISSION, WHICH MAY INCLUDE ONE MEMBER FOR A PARTIAL TERM THAT WILL EXPIRE IN JANUARY 2024, ONE MEMBER FOR A PARTIAL TERM THAT WILL EXPIRE IN JANUARY 2025 AND TWO MEMBERS FOR TERMS THAT WILL EXPIRE IN JANUARY 2026.

(9:38:10) – Mayor Bagwell introduced the item and reminded everyone that Supervisor Horton had filled the vacancy created by the departure of Supervisor Jones. She also read into the record a prepared disclosure statement, advised of no disqualifying conflict of interest, and stated that she would participate in discussion and action. Ms. Paulson explained that applicants Kylie Howard and Deborah Lambin were not present for the interview. Mayor Bagwell again explained the interview process to the applicants and noted that at the

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conclusion of the interviews, the Board would discuss the appointments and proceed with an action. Each Board member asked all the applicants the same questions. A video of all the interviews may be viewed on the City’s website at:

https://carsoncity.granicus.com/player/clip/2161?view_id=2&redirect=true&h=14525fd4fdeb81fa222b192a3863cd42. The applicants were interviewed in the following order: 1) Samuel Flakus, 2) Baylee Spear, 3) Valerie Moore, and 4) Michael Smith. At the conclusion of the interviews, Mayor Bagwell explained that she had received clarification that although Mr. Flakus was a water distribution intern for the City and was considered an employee, the Public Works Department was not in control of the Cultural Commission and that he would not be disqualified as a candidate. She also entertained discussion.

(10:17:05) – Supervisor Horton called all the candidates “excellent” and thanked them for their interest. He also highlighted Carson City’s great history and wished to continue stressing that. Supervisor Horton recommended Mr. Smith, Ms. Moore, and Mr. Flakus because of their “artful knowledge” of the community’s history. Supervisor Giomi recommended Mr. Flakus, Mr. Smith, and Ms. Spear for their connections to the arts community in Carson City. He believed that Ms. Moore’s connections were to the arts community in Washoe County. Supervisor White believed that Mr. Flakus and Mr. Smith bring local knowledge and wished to insert experience from other counties by recommending Ms. Moore. Supervisor Schuette was disappointed that not all candidates were present and noted that all four candidates had special skills which made the decision harder. She noted that she would recommend Mr. Flakus, Mr. Smith, and Ms. Spear; however, she believed that Ms. Moore would bring a wealth of information and background. Mayor Bagwell was also in support of appointing Mr. Flakus and Mr. Smith; however, she believed that Ms. Moore could bring “a different flavor” and expand the art and culture programs. She also entertained a motion. Supervisor Giomi thanked Cultural Commission member Karen Abowd for her contributions to the Commission, noting that the new members had “big shoes to fill.”

(10:26:52) – Supervisor Giomi moved to appoint Valerie Moore for a partial term that expires in January 2025 and to appoint Sam Flakus and Michael Smith for terms that expire in January 2026. The motion was seconded by Supervisor White.

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

16. Community development

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16.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING AN APPLICATION FROM ROSEVIEW TOWNHOMES, LLC (“APPLICANT”) FOR A FINAL SUBDIVISION MAP KNOWN AS ROSEVIEW TOWNHOMES, RESULTING IN THE CREATION OF 52 LOTS FOR ATTACHED SINGLE-FAMILY RESIDENCES ON 3.45-ACRES ZONED NEIGHBORHOOD BUSINESS PLANNED UNIT DEVELOPMENT (“NB-P”), LOCATED AT 1147 W. COLLEGE PARKWAY, ASSESSOR’S PARCEL NUMBERS (“APNS”) 007-462-16 AND 007-462-17.

(10:27:23) – Mayor Bagwell introduced the item. Planning Manager Heather Ferris gave background and reviewed the Staff Report with accompanying documentation, all of which are incorporated into the record. She recommended approval of the Final Subdivision Map for 52 lots for attached single-family residences and common areas and stated that Staff had found that the developer had met all the Conditions of Approval. Mayor Bagwell entertained public comments.

(10:28:34) – Heather Koche wondered how many homes will be “squeezed” into that property. She cited the problems with the roads and objected to the developers doing their own impact reports.

(10:30:17) – Mr. French believed that a conflict existed between Title 17 and Title 18. He believed the Master Plan was fluid and contractors did not have an appreciation of the culture and topography. He wished to see developers be observant and “pro-Carson City heritage.” Mayor Bagwell entertained additional comments and when none were forthcoming, a motion.

(10:32:58) – Supervisor Horton moved to approve the final subdivision map as presented. The motion was seconded by Supervisor Giomi.

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

(10:33:30) – Mayor Bagwell recessed the meeting.

(10:42:33) – Mayor Bagwell reconvened the meeting. A quorum was still present.

17. PARKS AND RECREATION

17.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING: (1) A PROPOSED RESOLUTION EXEMPTING CERTAIN PARKS, TRAILS AND OPEN SPACE AREAS FROM CARSON CITY MUNICIPAL CODE (“CCMC”) 13.02.090 TO ALLOW DOGS; AND (2) A PROPOSED DOG RULES AND REGULATIONS POLICY (“DOG POLICY”) TO ESTABLISH

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POLICIES AND GUIDELINES FOR DOGS WITHIN THE AREAS EXEMPTED BY THE RESOLUTION.

(10:42:38) – Mayor Bagwell introduced the item. Parks, Recreation, and Open Space Director Jennifer Budge thanked the Parks and Recreation Commission, the Open Space Advisory Committee, the hundreds of residents who provided feedback over the years, and the Parks, Recreation, and Open Space Staff. Open Space Manager Lyndsey Boyer gave background, reviewed a presentation, incorporated into the record, and responded to clarifying questions. Mayor Bagwell praised Staff for doing a “great job” and noted that there was “no easy answer on dog rules...we’re not going to satisfy everyone...it’s an impossible feat.” She acknowledged that the City had a code that prohibited dogs, but it wasn’t adhered to and that the signage posted in parks did not match the City’s code. Parks Operations Superintendent David Navarro clarified the location of Ronald D. Wilson Park and informed Mayor Bagwell that the policy could be written to prohibit dogs until that specific property was fenced. The Mayor also relayed a request from the Carriage Square Park neighborhood res that they did not wish to have a leash-free park, and recommended adhering to their wishes. Ms. Budge explained that dogs were prohibited at sports complexes and could be used by the community on non-event days; however, Mayor Bagwell recommended having an educational campaign reminding the public that they can use the playgrounds that have great structures at those parks.

(11:03:27) – Supervisor Giomi was in agreement with Mayor Bagwell’s suggestions and recommended waiting on the designation of Mills Park until after the completion of the park’s Master Plan. Ms. Budge reminded the Board that the railroad association at the park wished not to allow dogs near the railway area where children would be present. Supervisor Schuette recommended using the term “on leash only” to reinforce the expectation and to help park rangers enforce the rules. Supervisor White reminded everyone that any dog can bite and is not 100 percent safe, encouraging keeping children away from dogs when unsupervised. He encouraged the use of leashes in public and cited many statistics that indicated children were the most vulnerable group that are bitten by dogs. He cited a recommendation by the American Veterinary Medical Association that suggested keeping dogs on a leash. Supervisor White believed that the proposed policy would make the community less safe, with the exception of law enforcement K9 units that should be off-leash in parks. He recommended having all dogs on leashes at all times.

(11:16:02) – Supervisor Schuette wished to make a distinction between roaming strays and dogs in the parks. She cited the example of her own dog who needed exercise; however, she understood the need to have him on a leash on trails while giving him the opportunity to run in fenced dog parks. She supported having off-leash dogs in certain areas. Supervisor Giomi believed that the key was having, well-behaved people and well-behaved dogs. Ms. Budge understood Supervisor White’s points and explained that it had been their initial proposal to their committee and commission; however, they had received “pushback.” Supervisor White believed that dogs in parks presented hygiene and health issues. Mayor Bagwell indicated that there were locations that allowed for off-leash dogs such as the Capital City Gun Club which was used to train dogs for hunting and in fenced dog parks. Ms. Budge clarified that dogs would not be allowed in playgrounds. Discussion ensued regarding allowing off-leash dogs where there are no playgrounds, and a park is fenced. Mayor Bagwell defined a leash as “a tether or a cord.” Ms. Budge also suggested having provisions for one-off authorizations for off-leash use, such as the Fuji Park dog shows and law enforcement dogs while on duty. Mayor Bagwell entertained public comments.

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(11:34:02) – Mr. French was in favor of Supervisor White’s opinion of having all dogs on leash at all times because he had been attacked by dogs several times, once by a stray.

(11:37:16) – Ms. Koche was also in favor of a leash law and believed fines should be applied. She was amenable to exemptions including special fenced areas. Ms. Koche was concerned that unleashed dogs would attack wildlife as well. There were no additional public comments.

(11:38:50) – Mayor Bagwell recommended the following correction to the resolution:

WHEREAS, the Board finds that it is in the best interest of Carson City to establish regulations related to dog use ~~through~~ throughout Carson City’s Parks and Open Space areas, including but not limited to, identifying areas where dogs must be leashed;

(11:40:02) – Supervisor Giomi moved to approve Resolution No. 2023-R-1 with the following highlighted changes:

- **The third WHEREAS clause as corrected below:**

WHEREAS, the Board finds that it is in the best interest of Carson City to establish regulations related to dog use ~~through~~ throughout Carson City’s Parks and Open Space areas, including but not limited to, identifying areas where dogs must be leashed;

- **Setting the effective date as March 1, 2023.**

1. That the policy and procedures attached hereto as “Exhibit A” is hereby adopted as the “Carson City Dog Rules and Regulations Policy” (“Dog Policy”), with an effective date of March 1, 2023.

- **Changing**

2. That all parks, trails and open space areas are exempt from the restrictions of CCMC 13.0~~2~~.090 prohibiting dogs except as provided below:

- **Adding Carriage Square Park and Mills Park to item 2.b.**

And to approve the Dog Rules and Regulation Policy with the following changes:

- **Adding an exemption for on-duty law enforcement animals.**
- **Adding a definition to leash and excluding e-leashes.**
- **Modifying section 3.2.5: Dog owners shall not allow their dog to chase, harass or disturb wildlife or livestock or other people or animals.**
- **Adding Carriage Square Park and Mills Park to section 4.2.2.**
- **Updating the Special Use Facilities attachment list to designate Carriage Square Park and Mills Park as “Dogs Prohibited” and Ronald D. Wilson Park off-leash after installing a fence and making other improvements.**
- **Allowing the District Attorney’s Office to make any other necessary conforming changes to the Resolution or the Policy.**

The motion was seconded by Supervisor Schuette.

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

18. BOARD OF SUPERVISORS

NON-ACTION ITEMS.

FUTURE AGENDA ITEMS

STATUS REVIEW OF PROJECTS

INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS

CORRESPONDENCE TO THE BOARD OF SUPERVISORS

STATUS REPORTS AND COMMENTS FROM THE MEMBERS OF THE BOARD

STAFF COMMENTS AND STATUS REPORT

(11:43:11) – Mayor Bagwell introduced the item. Ms. Paulson announced that the 82nd Legislative Session was a month away and that the 60 percent update of the William Street Project would be heard by the Board “in the next couple of meetings.” Supervisor Giomi updated the Board on the American Rescue Plan Act (ARPA) funds to be used by the homelessness project. He believed that the implementation would be “incredibly difficult” due to the lack of comprehensive data.

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

This item did not take place.

19. PUBLIC COMMENT

(11:50:50) – Mayor Bagwell entertained final public comments. Mr. French called the meeting “emotional” and reiterated his concerns about sidewalk safety. He stated that it was difficult to reach the crosswalk lights. Mr. French also stated that an “ice rink” was forming at Lone Mountain Cemetery. He stated that the snow was not being cleared near ADA-compliant sidewalks. Supervisor Giomi reminded him that businesses were responsible for clearing out their sidewalks.

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

(11:54:30) – Mayor Bagwell adjourned the Board of Supervisors meeting at 11:54 a.m.

REDEVELOPMENT AUTHORITY

21. CALL TO ORDER & ROLL CALL – REDEVELOPMENT AUTHORITY

(11:54:33) – Chairperson Bagwell called the Redevelopment Authority meeting to order. Mr. Hoen called roll and noted the presence of a quorum.

22. PUBLIC COMMENT

(11:55:04) – Chairperson Bagwell entertained public comments; however, none were forthcoming.

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

(11:55:30) – Chairperson Bagwell introduced the item and entertained comments, corrections, or a motion.

(11:55:40) – Vice Chair Giomi moved to approve the minutes of the October 22, 2022 Redevelopment Authority meeting as presented. The motion was seconded by Member White and carried 5-0-0.

24. CITY MANAGER

24.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE ELECTION OF A CHAIR AND VICE-CHAIR OF THE REDEVELOPMENT AUTHORITY, EACH FOR ONE-YEAR TERMS ENDING ON DECEMBER 31, 2023.

(11:56:02) – Chairperson Bagwell introduced the item and entertained a motion.

(11:56:34) – Vice Chair Giomi moved to appoint Lori Bagwell as Chair and Stacey Giomi as Vice Chair of the Carson City Redevelopment Authority, each for a one-year term ending on December 31, 2023. Member White seconded the motion.

RESULT:	APPROVED (5-0-0)
MOVER:	Vice Chair Giomi
SECONDER:	Member White
AYES:	Members Horton, Schuette, White, Vice Chair Giomi, and Chair Bagwell
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

22. PUBLIC COMMENT

(11:57:04) – Chairperson Bagwell entertained final public comments. Mr. French reiterated his concern about sidewalk and crosswalk safety. He also noted that Empire Cemetery “does not have an owner.” He was also

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concerned about the grading that had occurred there. Chairperson Bagwell informed Mr. French that this public comment session pertained specifically to Redevelopment Authority issues.

28. FOR POSSIBLE ACTION: TO ADJOURN

(11:59:23) – Chairperson Bagwell adjourned the meeting at 11:59 a.m.

The Minutes of the January 5, 2023 Carson City Board of Supervisors meeting are so approved on this 2nd day of February, 2023.

LORI BAGWELL, Mayor

ATTEST:

SCOTT HOEN, Clerk-Recorder



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** February 2, 2023

Staff Contact: Sheri Russell-Benabou, Chief Financial Officer

Agenda Title: For Possible Action: Discussion and possible action regarding the report on the condition of each fund in the treasury and the statements of receipts and expenditures through January 20, 2023, per NRS 251.030 and NRS 354.290. (Sheri Russell-Benabou, srussell@carson.org)

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

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

Proposed Motion

I move to accept the report.

Board's Strategic Goal

Efficient Government

Previous Action

N/A

Background/Issues & Analysis

A "Condition of the Treasury Report" is attached indicating the beginning balance, receipts, disbursements, and the ending balance of each cash account for every fund in the City as of January 20, 2023.

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

Applicable Statute, Code, Policy, Rule or Regulation

NRS 251.030 and 354.290

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted?

Explanation of Fiscal Impact: N/A

Alternatives

N/A

Attachments:

[BOS Cash Report 01-20-2023.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

CONDITION OF THE TREASURY REPORT

CASH ACTIVITY BETWEEN 1/6/2023 & 1/20/2023

FUND	FUND NAME	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
101	GENERAL FUND	\$ 22,548,551.05	\$ 1,830,591.86	\$ 1,874,272.24	\$ 22,504,870.67
201	AIRPORT FUND	0.07	-	-	0.07
202	COOPERATIVE EXTENSION FUND	327,927.30	6,340.41	472.22	333,795.49
208	SUPPLEMENTAL INDIGENT FUND	3,023,380.92	56,959.14	13,480.10	3,066,859.96
210	CAPITAL PROJECTS FUND	25,422,840.67	24,765.00	47,280.66	25,400,325.01
215	SENIOR CENTER FUND	522,128.00	24,765.04	22,071.15	524,821.89
225	CARSON CITY TRANSIT FUND	410,079.69	13,597.95	6,079.72	417,597.92
230	LIBRARY GIFT FUND	136,760.08	15.00	-	136,775.08
235	LANDSCAPE MAINTENANCE FUND	538,940.33	1,496.25	1,553.22	538,883.36
236	ADMINISTRATIVE ASSESSMENT FUND	36,914.76	756.00	-	37,670.76
237	S. CARSON NEIGHBORHOOD IMPROV. DIST.	72,567.60	4,083.44	-	76,651.04
240	TRAFFIC/TRANSPORTATION FUND	20,074.09	1,260.00	132.61	21,201.48
245	CAMPO FUND	(11,662.80)	-	11,419.70	(23,082.50) ¹
250	REGIONAL TRANSPORTATION FUND	4,414,888.81	1,019.70	58,729.78	4,357,178.73
253	V & T INFRASTRUCTURE FUND	2,873,599.75	-	1,818.97	2,871,780.78
254	QUALITY OF LIFE FUND	5,474,355.08	-	125,913.61	5,348,441.47
256	STREET MAINTENANCE FUND	1,467,864.35	-	118,757.58	1,349,106.77
275	GRANT FUND	18,068,709.53	39,552.76	258,819.04	17,849,443.25
280	COMMISSARY FUND	112,663.15	24,731.95	4,239.11	133,155.99
287	911 SURCHARGE FUND	889,237.52	80,741.72	6,033.43	963,945.81
310	INFRASTRUCTURE TAX FUND	1,887,941.49	-	129,422.60	1,758,518.89
340	EXTRAORDINARY MAINTENANCE FUND	11,115,539.72	-	-	11,115,539.72
350	RESIDENTIAL CONSTRUCTION TAX FUND	1,020,473.43	4,000.00	-	1,024,473.43
410	DEBT SERVICE FUND	680,577.93	-	-	680,577.93
501	AMBULANCE FUND	4,095,470.31	84,502.57	120,894.16	4,059,078.72
505	STORMWATER FUND	706,495.63	1,001,614.36	937,013.20	771,096.79
510	WASTEWATER FUND	25,189,969.58	648,815.69	1,547,185.34	24,291,599.93
520	WATER FUND	27,235,143.31	532,758.28	1,601,446.60	26,166,454.99
525	BUILDING PERMITS FUND	1,048,937.11	53,413.57	11,908.35	1,090,442.33
530	CEMETERY FUND	556,667.13	1,911.70	3,662.43	554,916.40
560	FLEET MANAGEMENT FUND	1,860,931.23	-	192,284.60	1,668,646.63
570	GROUP MEDICAL INSURANCE FUND	(7,738.57)	409,241.66	13,515.11	387,987.98
580	WORKERS COMPENSATION FUND	3,070,824.42	98,186.01	65,008.00	3,104,002.43
590	INSURANCE FUND	1,601,715.79	-	5,641.23	1,596,074.56
602	REDEVELOPMENT ADMINISTRATIVE FUND	243,507.61	700.00	25,817.64	218,389.97
603	REDEVELOPMENT REVOLVING FUND	3,993,301.63	-	11,526.54	3,981,775.09
604	REDEVELOPMENT TAX INCREMENT FUND	995,091.03	265,850.73	-	1,260,941.76
730	SCHOOL DEBT FUND	13,087,372.26	258,611.08	-	13,345,983.34
740	CARSON CITY TOURISM AUTHORITY	3,281,275.18	37,490.47	62,966.14	3,255,799.51
748	CARSON CITY SCHOOL OPERATING FUND	2,141,582.51	373,878.10	-	2,515,460.61
750	STATE OF NEVADA FUND	1,544,528.09	122,461.22	-	1,666,989.31
752	RANGE IMPROVEMENT FUND	131.71	-	-	131.71
756	EAGLE VALLEY WATER DISTRICT FUND	487.02	37.33	-	524.35
760	WATER SUB-CONSERVANCY FUND	56,393.57	45,084.62	28,469.04	73,009.15
765	FISH AND GAME FUND	7,118.06	-	-	7,118.06
770	FORFEITURE ACCOUNT	102,890.12	727.82	727.82	102,890.12
780	DOWNTOWN NEIGHBORHOOD IMPROV. DIST.	118,242.95	1,921.54	-	120,164.49
793	CONTROLLER'S TRUST FUND	11,329.50	738.86	-	12,068.36
850	CARSON CITY OPEB TRUST FUND	2,727,120.47	1,320.13	-	2,728,440.60
TOTAL		\$ 194,723,140.17	\$ 6,053,941.96	\$ 7,308,561.94	\$ 193,468,520.19

¹ Timing difference - awaiting grant reimbursement.



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: February 2, 2023

Staff Contact: Carol Akers Purchasing & Contracts Administrator and Frank Abella, Chief Information Officer

Agenda Title: For Possible Action: Discussion and possible action regarding authorization to purchase (1) two Genetec Inc. model SV-4020EX-R26-520T-20-216 archivers (“Archivers”) through PowerComm Solutions, Inc. (“PowerComm”) for a not to exceed amount of \$119,973, and (2) one year of 24/7 support services from Genetec Inc., through PowerComm for a not to exceed amount of \$5,915. (Carol Akers, cakers@carson.org and Frank Abella, fabella@carson.org)

Staff Summary: These purchases will provide the two Archivers, which are data storage units with approximately 440 usable Terabytes (TB) of capacity each that are specially designed for storing video footage. The City already holds appropriate licensing agreements with Genetec Inc. that will cover both Archivers, and both also come with 5-year next business day hardware support. The Archivers will assist the City in meeting its video retention obligations.

Agenda Action: Formal Action / Motion

Time Requested: Consent

Proposed Motion

I move to approve the purchases as requested.

Board's Strategic Goal

Efficient Government

Previous Action

March 4, 2021 (7B): The Board of Supervisors (“Board”) approved the expenditure of an amount not to exceed \$87,507 to purchase two SuperMicro data storage units with approximately 500 TB of capacity.

Background/Issues & Analysis

The City’s Information Technology Department (“IT”) has determined that previously purchased storage units cause loss of data by means of corruption when used to recall video footage.

IT, with the support of multiple third parties, including direct Genetec Inc. support, has found that the hardware configuration of those two previously-purchased units is not compatible with the Genetec Inc.’s surveillance platform. That lack of compatibility will continue to contribute to, and result in, data loss.

The previously purchased SuperMicro storage units will be repurposed for non-video purposes to expand the City’s overall storage capacity.

These Archivers will support the City’s Jail video surveillance project and its general video surveillance project. Both Archivers are supplied and warranted by Genetec Inc. to be compatible with their enterprise surveillance system, which the City uses.

One Archiver will be dedicated solely to the jail video surveillance project and will be located in the Carson City Jail. The other Archiver's capacity will be shared between IT and the City's Public Works Department.

The overall costs for these Archivers will be paid from IT's Network Infrastructure Fund. Any currently planned projects that will be financially impacted by this expenditure from the Network Infrastructure Fund will be rescheduled for implementation in the next fiscal year.

This purchase is not adapted to competitive bidding under NRS 322.115.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.115(1)(b), (c), (g), (i), (j), (s)

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: IP Network Infrastructure 2101006-506506
Maintenance Svc Contracts 1010710-500432

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved, account 2101006-506506 will be reduced by a not to exceed amount of \$119,973; the available balance is \$139,918.02. A total of \$250,000 was approved for Back-up Infrastructure as part of the FY 2023 Capital Improvement Plan.

Given the criticality of availability of surveillance in the jail, an annual operating expense for maintenance service providing 24/7 Genetec support will come from account 1010710-50043 at an amount of \$5,915 with the potential to increase by 5% market rate adjustment year over year.

Alternatives

Do not approve the purchase authority and/or provide alternative direction to staff.

Attachments:

[PCS Proposal - CCIT - System Server 2022 RV1 Parts Sale.pdf](#)

[PCS Proposal - CCIT Genetec 24-7 Phone Support.pdf](#)

Board Action Taken:

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

(Vote Recorded By)

Date: 1/10/23
Job Name: CCIT – System Servers (2) 520TB

Proposal Submitted To: Carson City Information Technology (CCIT) Attn: Andrew Rice & Andrew Kauble	Work To Be Performed At: Parts Sale
---	---

WORK SCOPE	AMOUNT
<p><u>CCIT: SECURITY SYSTEM SERVICES – ARCHIVER ADDITIONS</u></p> <p>This document represents PowerComm Solutions (PCS) proposal to provide (2) Genetec archivers.</p> <p><u>PROJECT ASSUMPTIONS-CONDITIONS AGREED TO BY PCS & CCIT:</u></p> <ul style="list-style-type: none"> ❖ PCS to provide (2) SV-4020EX-R26-520T-20-216 Genetec archivers. These devices will have 520TB of raw video storage containing (20) 20TB NLSAS drives. These drives are recommended to be configured in (2) RAID6 arrays per server to allow for 4 drive fault tolerance per server (440TB usable redundant). ❖ This proposal is a parts sale only and does not include setup and configuration. <p>Note: Proposed price does not include sales tax. It is assumed that Carson City is a tax-exempt entity. PCS will need a copy of tax-exempt letter prior to placing order.</p>	\$ 119,973.00
<p>The above bid prices exclude: AC power and associated infrastructure, installation, configuration, UPS's, licenses, computer accessories, switches, network equipment, network connectivity, patching and repairs, construction and as-built drawings, security watch, overtime hours, bonds, and owner generated changes outside the scope of work.</p>	
<p>Thank you for the opportunity to provide our services to your organization. If you have any questions concerning this proposal please call</p> <p>Best Regards,</p> <p>Dustin Stofa PowerComm Solutions, Inc</p>	

<p>Terms and Conditions:</p> <ol style="list-style-type: none"> 1. PowerComm Solutions, Inc. reserves the right to correct this quote for errors and omissions. 2. This quote covers direct costs only and PowerComm Solutions, Inc. reserves the right to claim for impact and consequential costs. 3. This price is good for acceptance within 10 working days from the date of this receipt.

<p>Acceptance of Proposal</p> <p>The above prices, specifications and conditions are satisfactory and are hereby accepted. PowerComm Solutions, Inc. is authorized to do the work as specified. Payment will be made as outlined above.</p> <p>Date: _____ PO# _____ Signature: _____</p>
--

Date: 1/11/23
Job Name: CCIT – 24/7
 Genetec Phone Support

Proposal Submitted To: Carson City Information Technology (CCIT) Attn: Andrew Rice & Andrew Kauble	Work To Be Performed At: Parts Sale
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WORK SCOPE	AMOUNT
<p><u>CCIT: SECURITY SYSTEM SERVICES – ARCHIVER ADDITIONS</u></p> <p>This document represents PowerComm Solutions (PCS) proposal to provide Genetec 24/7 phone support through Genetec's support staff for a 1-year period.</p> <p><u>PROJECT ASSUMPTIONS-CONDITIONS AGREED TO BY PCS & CCIT:</u></p> <ul style="list-style-type: none"> ❖ PCS to provide Genetec license feature: (1) ADV-OPTION-247-1Y to the existing Genetec license GSC-200918-974156. ❖ The 24/7 support allows for Genetec Advantage owners to contact the Genetec Technical Assistance Center 24 hours a day, 7 days a week. The owners of the Genetec Advantage and 24/7 support plan will have to call in and enter their system ID and technician certification number, a Genetec Support Specialist will then call back within 30 minutes. ❖ This proposal is a parts sale only and does not include setup and configuration. <p>Note: Proposed price does not include sales tax. It is assumed that Carson City is a tax-exempt entity. PCS will need a copy of tax-exempt letter prior to placing order.</p>	<p>\$ 5,915.00</p>
<p>The above bid prices exclude: labor, security watch, overtime hours, bonds, and owner generated changes outside the scope of work.</p>	
<p>Thank you for the opportunity to provide our services to your organization. If you have any questions concerning this proposal please call</p> <p>Best Regards,</p> <p>Dustin Stofa PowerComm Solutions, Inc</p>	

<p>Terms and Conditions:</p> <ol style="list-style-type: none"> 1. PowerComm Solutions, Inc. reserves the right to correct this quote for errors and omissions. 2. This quote covers direct costs only and PowerComm Solutions, Inc. reserves the right to claim for impact and consequential costs. 3. This price is good for acceptance within 10 working days from the date of this receipt.

<p>Acceptance of Proposal</p>
<p>The above prices, specifications and conditions are satisfactory and are hereby accepted. PowerComm Solutions, Inc. is authorized to do the work as specified. Payment will be made as outlined above.</p> <p>Date: _____ PO# _____ Signature: _____</p>



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: February 2, 2023

Staff Contact: Nancy Paulson, City Manager

Agenda Title: For Possible Action: Discussion and possible action regarding the appointment of two members to the Historic Resources Commission ("HRC"), each for a four-year term that expires in January 2027. (Nancy Paulson, npaulson@carson.org)

Staff Summary: Carson City Municipal Code ("CCMC") 18.06.020 establishes the HRC, to be composed of seven members appointed by the Board of Supervisors ("Board"). There are two vacancies; one application for reappointment was submitted by Lou Ann Speulda-Drews for the position to be occupied by a professional in the disciplines of archaeology, anthropology, history or related professions, and one application for appointment was submitted by Joan Wright for the position to be occupied by a person who owns property and resides within the historic district.

Agenda Action: Formal Action / Motion

Time Requested: 30 Min

Proposed Motion

I move to reappoint Lou Ann Speulda-Drews and to appoint Joan Wright, each for a full term that expires in January 2027.

Board's Strategic Goal

Quality of Life

Previous Action

N/A

Background/Issues & Analysis

CCMC 18.06.020 establishes the HRC, to be composed of seven members appointed by the Board. There are currently two vacancies. Pursuant to CCMC 18.06.025, the composition of HRC must satisfy the following requirements:

- "1. All members must reside in Carson City.
2. At least one (1) member, but not more than two (2) members of the HRC, must be professionally qualified as an architect or a design professional with experience in historic preservation.
3. At least one (1) member, but not more than two (2) members of the HRC, must be professionally qualified in building construction.
4. At least one (1) member, but not more than two (2) members of the HRC, shall be a professional in the field of historic preservation.

- 5. At least one (1) member, but not more than two (2) members of the HRC, must be a professional in the disciplines of archeology, anthropology, history or related professions.
- 6. At least one (1) person, but not more than two (2) persons who owns property and resides within the district, must be included in the membership.
- 7. The Board shall endeavor to include in the membership persons with demonstrated knowledge and interest in Carson City history and in design, finance, real property transactions, archeology or other matters likely to advance the business of the HRC."

Applicable Statute, Code, Policy, Rule or Regulation

CCMC 18.06.020 and 18.06.025

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted?

Explanation of Fiscal Impact:

Alternatives

Re-open the position for additional applicants.

Attachments:

[Historic Resources Commission Packet.pdf](#)

Board Action Taken:

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


(Vote Recorded By)



Board Details

Seven members, recommended by this commission and approved by the Board of Supervisors, to serve four year terms. Historic Resource Commission members include building, design and preservation professionals familiar with and sympathetic to the unique characteristics of older buildings, as well as property owners within the Historic District.

Overview

 **Size** 7 Seats

 **Term Length** 4 Years

 **Term Limit** N/A

Additional

Meetings

•5:30 p.m. •Second Thursday of the Month •Community Center, Robert "Bob" Crowell Board Room 851 East William Street, Carson City

Powers & Duties

To review exterior development within the Historic District of Carson City. Typical duties include - review remodeling of historic structures; review and approve designs of new buildings within the historic district; consideration of historic property tax deferments; consideration of historic grant opportunities; and, consideration of historic preservation awards.

Additional Information

[CCMC_18.06.020_HRC.pdf](#)



Board Roster



Jed Block

2nd Term Feb 05, 2015 - Feb 28, 2023

Appointing Authority Board of Supervisors

Position Resident/Property Owner



Robert Darney

5th Term Mar 02, 2017 - Feb 01, 2021

Position Architect



Michael Drews

3rd Term Dec 06, 2012 - Feb 01, 2025

Appointing Authority Board of Supervisors

Position Historical

Office/Role Chair



Dr. Gregory Hayes

3rd Term Feb 05, 2015 - Feb 28, 2023

Position Resident/Property Owner



Michelle A Schmitter

2nd Term May 04, 2017 - Feb 01, 2025

Position Historic Preservation



Donald Smit

3rd Term Oct 19, 2017 - Feb 01, 2021

Appointing Authority Board of Supervisors

Position Building Construction



Lou Ann Speulda-drews

3rd Term Feb 05, 2015 - Feb 28, 2023

Position Historical

Profile

Joan C Wright
 First Name Middle Initial Last Name

jwright@allisonmackenzie.com
 Email Address

411 W. Fourth Street
 Street Address Suite or Apt

Carson City NV 89703
 City State Postal Code

Mobile: (775) 721-3228
 Primary Phone Alternate Phone

Which Boards would you like to apply for?

Historic Resources Commission: Submitted

Question applies to Historic Resources Commission

Select the position in which you are interested *

Business/Property Owner

Question applies to multiple boards

Why would you like to serve on this Board/Committee/Commission?

I live in the District and care about its development as both a place to live and a place for business and tourism. I served on the Historic Architectural Review Commission in the 80'2 so I am familiar with the work of the Commission.

Question applies to multiple boards

Are you currently a registered voter in Carson City?

Yes No

Question applies to multiple boards

Are you currently a member on any other Carson City Board, Committee or Commission?

Yes No

Question applies to multiple boards

If yes, please list:

Question applies to multiple boards

Term expiration:

Conflict of Interest

Question applies to multiple boards

Within the past twelve (12) months, have you been employed by Carson City (including as an elected official)?

Yes No

Question applies to multiple boards

Do you currently have a contract with Carson City for services/good?

Yes No

Question applies to multiple boards

If yes, please provide contract details:

Question applies to multiple boards

Have you been convicted of a felony, domestic violence or gross misdemeanor involving moral turpitude (conduct contrary to community standards of justice, honesty and good morals)?

Yes No

Education

College, Professional, Vocational or Other Schools attended:

University of California at Berkeley 1970-1973 UOP McGeorge School of Law 1974-1978

Major Subject:

Philosophy Law

Degree Conferred:

A.B. J.D.

Briefly describe the qualifications you possess which you feel would be an asset to this Board/Committee/Commission:

My prior experience on the Board, my familiarity with the district having owned an historic house in the district since 1981 and my experience as attorney interpreting and applying standards and the law. Finally, I love architecture.

List the community organizations in which you have participated and describe participation:

I have served on the Board and provide occasional legal services to the Brewery Arts Center. My husband has been serving on the HRC for many years. I am applying to carrying on his passion now that he is dead.

List your affiliation with professional or technical societies: *if required for the position.

Upload a Resume

Declaration to Accept Terms & Conditions

I understand that my submitted application is considered public information. I understand the Board of Supervisors may require a pre-appointment background check for any position if deemed warranted.

I hereby declare that all statements given by me on this form are truthful and complete to the best of my knowledge.

I have read and understand the Carson City's Boards, Committees and Commissions Policies and Procedures.

I Agree *

JOAN CHISHOLM WRIGHT

Allison MacKenzie, Ltd.
402 North Division Street
Post Office Box 646
Carson City, Nevada 89702
Work: (775) 687-0202

ADMITTED TO PRACTICE:

1978 State Bar of California
U.S. District Court, Eastern District of California

1979 State Bar of Nevada
U.S. District Court, District of Nevada

1986 U.S. District Court, Northern District of California

EDUCATION:

BA, 1973 University of California at Berkeley (Philosophy)
JD, 1978 University of the Pacific, McGeorge School of Law

EMPLOYMENT:

1/1979- Present Partner/Shareholder/Of Counsel
Allison MacKenzie, Ltd.
General civil practice specializing in real estate, privately held corporations and creditor actions in bankruptcies. Representative present and former clients: Public Employees Retirement System (real estate investments), Nevada National Bank (mechanics' lien), Carriage House Timeshare Association, Inc. (timeshare owners' association), Resorts West (timeshare management), Leisure Industries (Trustee in bankruptcy of Timeshare Developer), Jockey Condominium, Inc. (condominium master association), Grand Desert Tower 3 Resort Vacation Owners Association, Inc., Sierra Financial Mortgage, LLC (mortgage company).

1977-1978 Johnson, Greve, Clifford & Diepenbrock
455 Capitol Mall, Sacramento, CA
Law Clerk/Associate

PROFESSIONAL AFFILIATIONS:

State Bar of California 1978
State Bar of Nevada 1979
Washoe County Bar Association 1979 to present
First Judicial District Bar Association (Vice President, 1985; President, 1986)
Ninth Judicial District Bar Association
Nevada Women Lawyers (President, 1982)
American Inns of Court Bruce R. Thompson Chapter (Master) 2006-present
United States District Court Representative 2009-2012

OTHER AFFILIATIONS:

Past President Board of Directors of Volunteer Attorneys for Rural Nevadans
Member and Past President Board of Directors of Brewery Arts Center, Carson City, Nevada
Member and Past President (Current Treasurer) Sierra Nevada Chapter-California Dressage Society
Member and Past President University of Nevada Reno PackPAWS (Promoting and Advancing Women in Sports)

SIGNIFICANT CASES:

Triplett v. David H. Fulstone Co., 109 Nev 216 (1993) (Quiet Title)
Nevada National Bank v. Snyder, 108 Nev 151 (1992) (Mechanics' Lien)
Depner v. Nevada National Bank, 104 Nev 560 (1988) (Mechanics' Lien)
Karow v. Mitchell, 110 Nev. 959 (1984) (Collection on Foreign Judgment)
4883-6261-6130, v. 1

Profile

Lou Ann

First Name

Speulda-drews

Last Name

Middle Initial

louann_speulda-drews@fws.gov

Email Address

200 Winters Drive

Street Address

Suite or Apt

Carson

City

NV

State

89703

Postal Code

Home: (775) 883-9513

Primary Phone

Mobile: (775) 560-1367

Alternate Phone

Which Boards would you like to apply for?

Historic Resources Commission: Submitted

Question applies to Historic Resources Commission

Select the position in which you are interested * Professional in Archaeology, Anthropology, History or related profession

Question applies to multiple boards

Why would you like to serve on this Board/Committee/Commission?

I have been serving on the HRC since 1999. My professional expertise as a historian/archaeologist with experience rehabilitating historic buildings has been a valuable asset to the commission. I would appreciate the opportunity to serve one more term on the HRC.

Question applies to multiple boards

Are you currently a registered voter in Carson City? Yes No

Question applies to multiple boards

Are you currently a member on any other Carson City Board, Committee or Commission? Yes No

Question applies to multiple boards

If yes, please list:

Question applies to multiple boards

Term expiration:

Conflict of Interest

Question applies to multiple boards

Within the past twelve (12) months, have you been employed by Carson City (including as an elected official)?

Yes No

Question applies to multiple boards

Do you currently have a contract with Carson City for services/good?

Yes No

Question applies to multiple boards

If yes, please provide contract details:

Question applies to multiple boards

Have you been convicted of a felony, domestic violence or gross misdemeanor involving moral turpitude (conduct contrary to community standards of justice, honesty and good morals)?

Yes No

Education

College, Professional, Vocational or Other Schools attended:

Oregon College of Education; Oregon State University; University of Oregon

Major Subject:

History, Anthropology, Secondary Education, Historic Preservation

Degree Conferred:

BS, Oregon State University, 1979 MA, Oregon State University, 1987

Briefly describe the qualifications you possess which you feel would be an asset to this Board/Committee/Commission:

I have completed nine National Register Nominations, including a district. I have worked on 22 rehabilitation projects on historic properties which included preparing the treatment plan, scope of work, hiring the contractor, and hands-on assistance with masonry repairs. My skills as an architectural historian began with classes at the U of O historic preservation department but have developed over the years while working on rehabilitation projects. I think that it is useful that I have training and hands-on experience with historic buildings to assist the residents of Carson City determine the best path for preserving their historic properties while finding practical solutions for continued use.

List the community organizations in which you have participated and describe participation:

HRC 1999-present

List your affiliation with professional or technical societies: *if required for the position.

Register of Professional Archaeologists (RPA, 1999-currently); Society of Historical Archaeology; The National Trust for Historic Preservation; Nevada Historical Society; Nevada Association of Archaeologist; and Vernacular Architecture Forum

Upload a Resume

Declaration to Accept Terms & Conditions

I understand that my submitted application is considered public information. I understand the Board of Supervisors may require a pre-appointment background check for any position if deemed warranted.

I hereby declare that all statements given by me on this form are truthful and complete to the best of my knowledge.

I have read and understand the Carson City's Boards, Committees and Commissions Policies and Procedures.

I Agree *

Curriculum Vitae

LOU ANN SPEULDA-DREWS

U.S. Fish and Wildlife Service, Regions 1/8
1340 Financial Blvd, Suite 234
Reno, NV 89502
775-861-6335

EDUCATION

1975–77 Oregon College of Education Major: History
1977–79 BS Degree, Oregon State University Major: Anthropology Minor: History
1980–87 MA Degree, Oregon State University Majors: Anthropology, History, Sec. Ed.

ACADEMIC HONORS

Honors Program at Oregon State University, 1977-79.

SOCIETIES AND ORGANIZATIONS

Register of Professional Archaeologists (RPA, 1999-currently)
Society of Historical Archaeology
The National Trust for Historic Preservation
Nevada Historical Society
Nevada Association of Archaeologist
Carson City Historic Architecture Review Committee, Board member 1999-2003; 2003-2007; 2007-2011; 2011-2017
Vernacular Architecture Forum

RELEVANT WORK EXPERIENCE

U.S. Fish and Wildlife Service, Region 1 (July 1995 to currently)

Historian/Historical Archaeologist: Primary responsibilities are for conducting work within Region 1/8 in compliance with Section 106 of the National Historic Preservation Act for the identification, evaluation, and assessing project effects to historical properties. This responsibility includes providing technical assistance with maintenance and preservation of historic buildings. Secondary duties include preparing agreement documents, such as a Programmatic Agreement among the U.S. Navy, USFWS, and Advisory Council for the transfer of Midway Atoll to the USFWS and Memorandum of Agreements (MOA's) for mitigating the adverse effects to historic properties caused by agency actions.

Additionally, duties include assisting with restoration project, preparing grant applications and scopes of work for contractors, and tracking grant-funded projects. Restoration/rehabilitation projects include: Fiechter House, Finley NWR; Last Chance Ranch, Sheldon NWR; Overnight Cabin, Sheldon NWR; Kinney Camp House, Sheldon NWR; Dufurrena Barn, Sheldon NWR; Pua Akala Cabin, Hakalau Forest NWR; Longstreet Cabin, Ash Meadows NWR; Cable Station Buildings, Officers' housing, batteries, ARMCO huts, Midway Atoll NWR; White Bluffs Cabin, Hanford Reach National Monument, Washington; RR-tie Cabin, Desert NWR, Nevada; Hidden Forest Cabin, Desert NWR, Nevada; Walden Cabin, Pahrnagat NWR, and Fort Ruby excavations and stabilization of two buildings, Ruby Lake NWR Nevada, and Kilauea Point Lighthouse restoration, Kilauea Point NWR, Hawaii.

Archaeological Excavations 2004-2012: Fort Ruby, Ruby Lake NWR, Nevada.

National Register of Historic Places Nominations: Whitcomb-Cole Cabin for the Conboy Lake NWR, Washington; Leavenworth National Fish Hatchery, Washington; Pua Akala Cabin, Hakalau Forest NWR; updating Kilauea Point Light Station, Kauai, Hawaii.

Historic Preservation Plans: Midway Atoll NWR-1999 and HPP-2010; Guam NWR.

HABS/HAER documentation: Camp Tulelake ("C" Camp), HABS No. CA-2683 for the Tule Lake NWR, California; Quarters #2 and Garage HABS No. CA-2778, Sacramento NWR; Quarters #7, 8, 9 HABS No. WA-, Willard National Fish Hatchery; Weiks Dairy, Black River Unit of the Nisqually NWR.

Other responsibilities include contributing to EIS documents and Comprehensive Conservation Plans; administrating contracts for HABS photography and cultural resource overviews; developing materials for Section 106 training; coordinating volunteer projects and developing outreach and inreach educational materials; and presenting results of projects to amateur and professional organizations. Region 1/8 encompasses a diverse array of cultural resources including, fish hatcheries, CCC facilities, rural vernacular architecture (ranches, cabins, barns), World War II military facilities, the Commercial Pacific Cable Company Station, and historical archaeological sites distributed among the five western states and Pacific islands.

Western Resources Consulting (1994-1999)

Principal in small business committed to historical archaeological resources.

WRC projects included a wide variety of field and research tasks that are briefly described as follows: historical research and report preparation for an Oregon Trail Site; cultural resources survey for the Medford District Bureau of Land Management; artifact analysis for sites on several National Forests; fieldwork and final report preparation for the Stone Cabin Data Recovery Project, Delamar Mining Company, Jordan Valley, Oregon; building evaluations for the Siuslaw and Willamette National Forests; and cultural resources survey, research design, and site evaluations for the Pelton-Round Butte Hydroelectric Relicensing Project.

INFOTEC Research, Inc. (1990-1994)

Historical Archaeologist: Project manager for the PGT-PG&E Pipeline Expansion Project (PEP), a multiphase testing, evaluation, and data recovery project developed for historical sites in Idaho, Washington, Oregon, and California with fieldwork and report preparation beginning in 1990 and completed in 1994. Concurrent projects included Angels-Utica Hydroelectric Site Testing in Sonora, California and a Cultural Resources Inventory of the Wise River-Polaris Road in Southwestern Montana, a Cultural Resources Survey of the Elwha River, Olympic National Park, Washington, and the City of Eugene's, Ferry Street Bridge Historical Building and Archaeological Evaluation Project.

Boise National Forest: 8 May 1989 to 14 July 1990

Historical Archaeologist, various duties including survey, test excavation, research and report preparation.

Supervisor: Will Reed, Forest Archaeologist.

Oregon State Historic Preservation Office (SHPO):

Historic Preservation Planner, January 3 - April 28, 1989

Responsible for developing and integrating historic preservation planning procedures into current methods; and writing historic contexts.

Temporary Grants Manager, February 1 - May 1, 1988

Review and compliance, maintaining the grant programs, and special tax assessment properties.

Supervisor: James Hamrick

INFOTEC Research, Inc. (1986-88)

Historical Archaeologist, Ewing Young/Sidney Smith Cabin Site project, a testing program to evaluate the archaeological component and prepare a National Register of Historic Places Nomination, 1987. A historic site ca. 1834-1850. Encoding SHPO documents, 1988. Participated in the Elk Creek Lake Archaeological Project, 1986.

Intermountain Research:

Laboratory Assistant, 10 October - 30 December 1988

Laboratory processing of Tosawhii lithic quarry material.

Field Supervisor/Archaeologist, 26 January - 8 June 1987

Project #604, Survey and inventory of the historic mining town of Grantsville, Nye County, Nevada.

Project #560, Excavation of two contact period Washoe sites, Alpine County, California. And, cataloging historical artifacts and initial classification according to functional descriptive categories.

Project #596, Class III survey of Weaver Canyon, a historic mining area associated with the town of Rochester, ca. 1910-1930, Pershing County, Nevada. And, report preparation of the Weaver Canyon survey and completion of IMACS site forms.

Historical Consultant, 21 April 21 - 1 May 1986

Project #573, A ca. 1900-1930 mining town of Rochester, testing and analysis phase, north central Nevada.

Field Archaeologist, 22 October - 13 Dec 1985 and 28 Sept 1984 - 17 June 1985

Test excavations at Patrick site, Reno vicinity, Nevada.

Project #497, Survey and testing of Mount Hope vicinity, Eureka County, Nevada.

Project #452-Add-on, Test excavation at Indian Creek, Alpine County, California.

Project #535, Test excavation at Elk Creek, Jackson County, Oregon.

Laboratory Assistant, 4 June - 29 June 1984

Vista Project, Reno vicinity, Nevada.

Supervisors: Charles Zeier, Dr. Elizabeth Budy, Dr. Robert Elston

National Park Service: 23 May - 7 October 1988

Field excavation at Fort Union Trading Post, National Historic Site. Fort Union dates from 1830s - 1860s, both fur trade and U.S. military cultural material. Test excavation in Grand Teton National Park on Jackson Lake delta, prehistoric site TE1099. Supervisors: Dr. William Hunt and Melissa Conner

Center for Northwest Anthropology, Washington State University: 11 June - 21 September 1987

Crew Supervisor, Calispel Valley Archaeological Project. Excavation of 5,000 B.P. to contact camas processing sites, Usk, Washington.

Supervisors: Dr. Alston Thoms, Greg Burtchard, and Maureen King.

Oregon State Parks: 17 January - 27 June 1986

Collections Management, organizing the 1972 archaeological artifact collection, Champoeg State Park, Marion County, Oregon.

Supervisors: Sallie Jacobsen, Park Historian; Max Ruff, Park Manager.

University of Oregon: 7 October - 18 October 1985 and 9 July - 16 July 1984

Field Archaeologist, Airport Way Project I-84, and I-84 P.O.E. testing project, Multnomah and Hood River Counties, Oregon.

Supervisor: Dr. Richard Pettigrew

Oregon State University

6 July - 22 August 1986: Supervisor, Oregon State University Field School; French Prairie Project. Tested three ca. 1830-1860 sites in Marion County, Oregon. 24 June - 31 August 1985: French Prairie Survey, Marion County, Oregon. 21 June - 20 August 1983: 35UN148 and 35UN147, Pilcher Creek Project, Union County, Oregon. 20 September 1982 - 22 April 1983: Report Preparation of ten sites tested for the Rogue River District, USDA, Forest Service, Jackson County, Oregon. 8 September - 17 September 1982: Testing of the proposed Elk Creek Lake Project; Jackson County, Oregon. 25 June - 27 August 1982: Testing and analysis of ten sites for the Rogue River District, USDA, Forest Service, in conjunction with 35JA42, Applegate Lake Project, Jackson County, Oregon. 7 January - 13 June 1981: 35JA52 and 35JA53, Applegate Lake Project, processing level bags and coordinating laboratory aides. 2 June - 26 June and 7 July - 28 August 1980: Collings Cemetery and 35JA53-B, Applegate Lake Project, Jackson County, Oregon. Willamette Mission Project, Marion County, Oregon. 26 June - 26 October 1979: Oregon State University Archaeological Field School (35JA52); and extension crew; 35JA52 and 35JA53, Applegate Lake Project, Jackson County, Oregon.

Supervisors: Dr. David Brauner and Dr. R. Lee Lyman

PROFESSIONAL EXPERIENCE

Research Assistant. Oregon State University; Elk Creek Project, Laboratory processing and analysis. September 25 - December 31, 1980 and January 3 - March 18, 1983.

Teaching Assistant. Oregon State University; Anthropology 105 recitation. September 21 - December 17, 1982.

Intern. Oregon State Historic Preservation Office; Review and compliance, bibliography, regulations and CRM laws, and grants administration. January 7 - March 18, 1981.

GRANTS

1998 National Park Service Technical Assistance Grant for “Evaluation and Recommendations for Stabilization and Preservation of Historic Structures, Midway Atoll National Wildlife Refuge,” — \$16,790.24.

1999-2004 Save America’s Treasures for “Historic Property Preservation on Midway Atoll National Wildlife Refuge,” — \$308,000.

2000 Preservation Oregon Grant for “Fiechter House Restoration,” Finley NWR, \$10,000.

2003-2005 Southern Nevada Public Lands Management Act for “Longstreet Cabin Restoration”, Ash Meadows NWR, awarded \$99,000.

2006-2007 Southern Nevada Public Lands Management Act for “RR-Tie Cabin Restoration,” and “Hidden Forest Cabin Restoration,” Desert NWR, awarded \$138,000.

2006-2007 National Fish and Wildlife Foundation Grant for the Restoration of the Tule Lake C-Camp Barracks, Tule Lake NWR, California. \$12,000 with 21,000 in match for a total project of \$33,000.

2007 Challenge Cost share agreement for Feichter House foundation stabilization and repair, Finley NWR, Oregon. \$8,000.

2008-2010 Southern Nevada Public Lands Management Act for “Walden Cabin Restoration,” Pahranaagat NWR, awarded \$110,000.

2008-2014 Southern Nevada Public Lands Management Act for “Recommissioning Fort Ruby, Archaeological investigations,” Ruby Lake NWR, partnership with USDA Forest Service, awarded \$345,919 (251,020 for FWS).

2009-2011 Save America’s Treasures for “Restoring the Kilauea Lighthouse, Kilauea Point, NWR, awarded \$257,713.

AWARDS

2005 Nevada State Historic Preservation Award for the restoration of the Jack Longstreet Cabin at Ash Meadows NWR.

2008 Nevada State Historic Preservation Award for the restoration of the Railroad Cabin at Desert NWR.

NATIONAL REGISTER NOMINATIONS

Pua Akala Cabin, Hakalau Forest NWR, Hawaii, Hawaii. Small vernacular cabin associated with Hitchcock family in upper elevation forest setting, built in 1883. Form prepared for the Hakalau Forest NWR, USFWS. Listed:

Kilauea Point Light Station, Kilauea Point NWR, Kauai, Hawaii. Submitted addendum to Keeper based on work by contractor to revise boundary to include all features of the station and change the level of significance to National level. Nomination changes accepted: December 4, 2006.

The Leavenworth National Fish Hatchery, Leavenworth, Washington. Large hatchery complex built in 1939-1940 as part of the Grand Coulee Dam project. Form prepared for the Leavenworth NFH, USFWS. Listed: 27 July 1998.

The Whitcomb-Cole Hewn Log House, Conboy Lake, Washington. An 1875 hewn-log house moved from its original location and restored. House was removed from register while work was accomplished, this nomination documentation was necessary for reinstating the house on the National Register. Form prepared for the Conboy Lake National Wildlife Refuge, USFWS. Re-listed: 29 November 1996.

The Villeneau House, Star, Idaho. An 1890s Vernacular Queen Anne, two-story cobblestone house. Form prepared for the Ada County Historical Preservation Commission. Listed: 13 November 1990

The Ewing Young Site, Newberg vicinity, Yamhill County, Oregon. Prepared for Yamhill County Planning Department. An 1837-1841 historic archaeological site. Listed: 27 November 1989.

The Hotel Corvallis, Corvallis, Oregon. Form prepared for McKenzie & Smith Investors. A 1927 four-story brick clad hotel designed with Italian Renaissance decorative elements. Listed: 29 May 1987.

The Fairbanks House, Corvallis, Oregon. Prepared for private individual. A 1926 brick veneer Tudor style house. Listed: 14 February 1985.

Champoeg Historic Archaeological Area, Champoeg vicinity, Oregon. Prepared for Oregon SHPO. An early nineteenth century townsite, noted for origin of state government, and first state park. Listed: 24 February 1984.

WORKSHOPS/TRAINING

- 1990 Stolle Guard Station Restoration Project. Cabin stabilization for the Boise National Forest.
- 1992 Historic Preservation Law and INFOTEC. Presented by University of Nevada-Reno in Eugene, Oregon.
- 1992 Historic Landscape Workshop. Presented by the Mining History Association and the National Parks Service in Boise, Idaho.
- 1993 Historical Archaeology and the National Register. Presented by the National Park Service in Aspen, Colorado.
- 1993 Landscape Architecture, Site Analysis, LA 361. University of Oregon, School of Allied Arts and Architecture, Eugene, Oregon. 3 hrs credit.
- 1995 Advanced Training in Section 106, Preparing Agreement Documents. Presented by University of Nevada-Reno and the Advisory Council on Historic Preservation, Portland, Oregon.
- 1996 Assessing the Archaeological Significance of Historical Sites. Presented by the Society for Historical Archaeology and the University of Nevada Reno in Cincinnati, Ohio.
- 1997 Old House Workshop. Sponsored by Eugene's Historic Review Board, Historic Preservation League of Oregon, and the Southwest Oregon Chapter of the American Institute of Architects, Eugene, Oregon.

- 1997 Your Town: Designing Its Future. Presented by the Historic Preservation League of Oregon and the University of Oregon, School of Architecture and Allied Arts, Silver Creek Falls State Park, Oregon.
- 1999 Historic Landscape Workshop. Presented by the Society for Historical Archaeology and the National Parks Service in Salt Lake City, Utah.
- 2000 Native American Coordination and Consultation. Sponsored by the BLM, Reno, NV, December.
- 2005 Identification and Evaluation of Mid-20th Century Buildings. National Preservation Institute, Santa Fe, NM, May 24-25, 2005.
- 2006 Section 106: A Review for Experienced Practitioners. National Preservation Institute, Carson City, Nevada, November 8-9, 2006.
- 2008 NEPA Compliance and Cultural Resources. National Preservation Institute, Carson City, Nevada, April 23-24, 2008.
- 2008 Digital and Traditional Photography of Cultural Resources. National Preservation Institute, Carson City, Nevada, October 21-22, 2008.

FORMAL PRESENTATIONS

“Champoeg: A Frontier Settlement in Oregon, Circa 1830–1861.” A paper presented at the Nineteenth Annual Meeting of the Society for Historical Archaeology, Sacramento, California, January 10, 1986 and at the 40th Northwest Anthropological Conference, Salishan Lodge, Gleneden Beach, Oregon, March 23, 1987.

“Life Without the Hudson's Bay Company, the Story of Ewing Young.” A paper presented at 41st Northwest Anthropological Conference, Sheraton Tacoma, Tacoma, Washington, March 13, 1988.

“Preliminary Results of Data-Recovery at Three 20th-Century Homestead Sites in Central Oregon.” A paper presented at the Twenty-sixth Conference of the Society for Historical Archaeology, Kansas City, Missouri, January 8, 1993.

“Out in the Country: Archaeological Correlates of Rural Consumer Strategies.” A paper presented at the 29th Annual Conference of the Society for Historical Archaeology, Cincinnati, Ohio, January 3–7, 1996.

“A Consumer Profile of Homesteaders.” A paper presented at the 26th Great Basin Conference, Bend, Oregon, October 8-10, 1998.

“The Homestead Landscape: A View from Central Oregon.” A poster session presented at the 31st Annual Conference of the Society for Historical Archaeology, Salt Lake City, Utah, January 7-9, 1999 and at the 52nd Northwest Anthropological Conference, Newport, Oregon, April 8-10, 1999.

“Recovering History: Implementing Midway Atoll National Wildlife Refuge’s Historic Preservation Program.” Paper presented at the 12th Annual Symposium on the Maritime Archaeology and History of Hawai’i and the Pacific Conference, Honolulu, Hawaii, February 19, 2000 and at the 33rd Society for Historical Archaeology Conference on Historical and Underwater Archaeology, Long Beach, California, January 12, 2001.

“Shaping the Land for Wildlife: The CCC’s Contribution to the US Fish and Wildlife Service in the Western United States.” Paper presented at the 23rd Annual Conference of the National Council on Public History, Ottawa, Canada, April 20, 2001.

“Managing Historic Properties.” Paper presented at the DOI Facilities Management Conference, Sand Diego, California, April 15-19, 2002.

“Fort Ruby: Long Story of a Brief History” Paper presented at the 32nd Annual Meeting of the Nevada Archaeological Association, Boulder City, Nevada, March 15, 2003.

“Jack Longstreet Cabin Rehabilitation Project”, Poster presented at the 2005 Annual Meeting of the Nevada Archaeological Association, Tonopah, Nevada, April 15-17, 2005.

National Trust Conference. Attended conference and assisted with USFWS booth, Portland, Oregon, September 27-October 2, 2005.

“Protecting the Overland Stage – Fort Ruby, 1862-1869”, Poster presented at the 38th Society for Historical Archaeology Conference on Historical and Underwater Archaeology, Sacramento, California, January 13, 2006 and at the Great Basin Anthropological Conference, Las Vegas, Nevada, October 21, 2006.

“Building Wildlife Refuges: The WPA and CCC in Nevada”, paper presented at the 37th Nevada Archaeological Association meeting, Minden, Nevada.

“From Where to What – Archaeological Investigations at Fort Ruby” paper presented at the Great Basin Conference, Layton, Utah, October 9, 2010 and at the Society for Historical and Underwater Archaeology, Austin, Texas, January 6, 2011.

2012 GBAC – Petroglyph Cabin Restoration Project – Poster. South Lake Tahoe, CA.

2014 GBAC – Symposium Ruby Valley Archaeological Project. Six papers presented based on the archaeological investigations at Fort Ruby. Boise, ID.

2016 GBAC – Soldiering Across Nevada. Paper presented, Reno, NV.

HISTORIC PROPERTY RESTORATION PROJECTS

Fiechter House, Finley NWR, Oregon
McKinney Camp House, Sheldon NWR, Nevada
Last Chance Ranch, Sheldon NWR, Nevada (2 projects)
White Bluffs Cabin, Hanford Reach National Monument, Washington
Cable Station, Theater, Batteries, ARMCO, Officers’ housing Midway Atoll NWR
Dufurrena Barn, Sheldon NWR, Nevada
Longstreet Cabin, Ash Meadows NWR, Nevada
Pua Akala Cabin, Hakalau Forest NWR, Hawaii (2 projects)
RR-Tie Cabin, Desert NWR, Nevada
Bressman Cabin, Ruby Lake NWR, Nevada (re-roof)
Petroglyph (Walden) Cabin, Pahrnagat NWR, Nevada
Hidden Forest Cabin, Desert NWR, Nevada
Kilauea Point Lighthouse restoration, Kilauea Point NWR, Hawaii.
Barn at the Oaks restoration, San Diego NWR, California.
Sampson Barn, Little Pend Oreille NWR, Washington.
Spring House, Fort Ruby, Ruby Lake NWR, Nevada
Log Cabin, Fort Ruby, Ruby Lake NWR
Dufurrena Barn, Sheldon NWR, Nevada
Thousand Creek Barn, Sheldon NWR, Nevada
Irwin Barn, Finley NWR, Oregon
Smokehouse, Finley NWR, Oregon
Whitcomb-Cole Cabin, Conboy Lake NWR, Washington
Infirmary Building, Hart Mountain National Antelope Refuge, Oregon
P-Ranch Barn, Malheur NWR, Oregon

REPORTS AND PUBLICATIONS

Speulda, Lou Ann

- 1984 *Archaeological Test Excavations of Ten Upland Sites on the Applegate Ranger District*. Report prepared for the USDA Forest Service, Rogue River National Forest.
- 1987 *Champoeg; Perspective of a Frontier Community*. A thesis submitted to the Department of Anthropology, Oregon State University, in partial fulfillment of the requirements for the MAIS degree program, June.

Speulda, Lou Ann, Clayton G. Lebow, and Richard Pettigrew

- 1987 *Archaeological Investigations at the Ewing Young/Sidney Smith Cabin Site (OR-YA-1) Yamhill County, Oregon*. Report prepared for Yamhill County, Oregon by INFOTEC Research, Inc.

Speulda, Lou Ann

- 1988 *Champoeg: Perspective of a Frontier Community, 1830-1861 Anthropology Northwest Number Three*. Department of Anthropology, Oregon State University, Corvallis.

Speulda, Lou Ann

- 1989 "Agriculture: Historic Context," prepared for Oregon State Historic Preservation Office, Salem.

"Champoeg: Perspective of a Frontier Community, 1830-1861." *Volumes in Historical Archaeology VII*, edited by Stanley South. The University of South Carolina, Columbia.

Cultural Resource Reports: Boise National Forest

- 1989 Romig Operating Plan
Newmont/Gexa '89
Klug Claims
- 1990 Lowman Complex Rehabilitation
Warm Lake Complex
King Gulch Fire Rehabilitation
Banks-Lowman Testing Project

Goldberg, Susan K., John Holson, Randall F. Schalk, Michael J. Moratto, Thomas L. Jackson, Richard M. Pettigrew, Barry A. Price, Karl K. Benedict, Robert Bryson, Melissa Darby, Eric C. Gibson, Jeff Hall, Clayton G. Lebow, Christian Miss, Melinda Romano, Christina Roper, Rae Schwaderer, Dwight Simons, Lou Ann Speulda, Brian Wickstrom, Scott Williams, and Judith Willig

- 1990 *Preliminary Evaluation of Significance and Assessment of Effects PGT-PG&E Pipeline Expansion Project*. Prepared by INFOTEC Research, Inc. and BioSystems Analysis, Inc. and Submitted to Pacific Gas Transmission Co., Fresno, CA.

Lebow, Clayton G., Melinda C. Romano, Christian Miss, Karl K. Benedict, Lou Ann Speulda, Scott A. Williams, Gary C. Bowyer, Susan K. Goldberg, Gordon A. Lothson, Richard M. Pettigrew, Randall F. Schalk, Jon M. Silvermoon, and Judith A. Willig

- 1991 *Archaeological Testing and Evaluation Report, 1990 Field Season, and Historic Properties Treatment Plan for 1991 Field Season, PGT-PG&E Pipeline Expansion Project, Idaho, Washington, Oregon, and California, Volume II.C: Descriptive Reports and Data Compendia, Prehistoric Sites, Oregon*. INFOTEC Research, Inc., Fresno. Submitted to Pacific Gas Transmission Company, San Francisco.

Moratto, Michael J., Susan K. Goldberg, John Holson, Thomas L. Jackson, Richard M. Pettigrew, Barry A. Price, Randall F. Schalk, Robert Bryson, Melissa Darby, Jeff Hall, Clayton G. Lebow, Gordon Lothson, Christian Miss, Melinda Romano, Kristina Roper, Rae Schwaderer, Dwight D. Simons, Lou Ann Speulda, Gerald Weber, Brian Wickstrom, and Judith A. Willig

- 1991 *Archaeological Testing and Evaluation Report, 1990 Field Season, and Historic Properties Treatment Plan for 1991 Field Season, PGT-PG&E Pipeline Expansion Project, Idaho, Washington, Oregon, and California, Volume I: Synopsis of Testing and Evaluation and Historic Properties Treatment Plan*. INFOTEC Research, Inc., Fresno. Submitted to Pacific Gas Transmission Company, San Francisco.

Moratto, Michael J., Paul Bouey, Susan K. Goldberg, Clayton G. Lebow, Pat Mikkelsen, Michael Ostrogorsky, Richard M. Pettigrew, Melinda Romano, Barry A. Price, Randall F. Schalk, Lou Ann Speulda, Judith A. Willig, Rick Atwell, Terry L. Brejla, Robert Bryson, Kelly McGuire, Christian Miss, and Richard E. Hughes

1991 *Summary Report of Phase 3 Cultural Resource Investigations, 1991 Field Season, PGT-PG&E Pipeline Expansion Project, Idaho, Washington, Oregon, and California*. INFOTEC Research, Inc., Fresno, California. Submitted to Pacific Gas Transmission Company, San Francisco.

Ostrogorsky, Michael, Lou Ann Speulda, Adrian Praetzellis, Clayton G. Lebow, Roberta S. Greenwood, and Michael J. Moratto

1991 *Archaeological Testing and Evaluation Report, 1990 Field Season, and Historic Properties Treatment Plan for 1991 Field Season, PGT-PG&E Pipeline Expansion Project, Idaho, Washington, Oregon, and California, Volume III: Synopsis of Testing and Evaluation, Historic Sites*. INFOTEC Research, Inc., Fresno. Submitted to Pacific Gas Transmission Company, San Francisco.

Silvermoon, Jon M., Lou Ann Speulda, Richard M. Pettigrew, Gary C. Bowyer, Melissa Darby, and Lynda Sekora

1991 *Cultural Resources Technical Report, Ferry Street Bridge (Coburg Road-Oakway Road to East Broadway), Eugene, Oregon*. INFOTEC Research, Inc., IRI Report NO. PNW 91-4. Submitted to Oregon Highway Division and Federal Highway Administration.

Speulda, Lou Ann, Nancy Renk, and Clayton G. Lebow

1991 *Archaeological Testing and Evaluation Report, 1990 Field Season, and Historic Properties Treatment Plan for 1991 Field Season, PGT-PG&E Pipeline Expansion Project, Idaho, Washington, Oregon, and California, Volume III.A: Descriptive Reports and Data Compendia, Historic Sites, Idaho*. INFOTEC Research, Inc., Fresno. Submitted to Pacific Gas Transmission Company, San Francisco.

Speulda, Lou Ann, Gary C. Bowyer, John M. Foster, and Clayton G. Lebow

1991 *Archaeological Testing and Evaluation Report, 1990 Field Season, and Historic Properties Treatment Plan for 1991 Field Season, PGT-PG&E Pipeline Expansion Project, Idaho, Washington, Oregon, and California, Volume III.B: Descriptive Reports and Data Compendia, Historic Sites, Washington*. INFOTEC Research, Inc., Fresno. Submitted to Pacific Gas Transmission Company, San Francisco.

Speulda, Lou Ann, R. Paul Hampson, Gary C. Bowyer, Jon M. Silvermoon, Melissa C. Darby, Clayton G. Lebow, and John M. Foster

1991 *Archaeological Testing and Evaluation Report, 1990 Field Season, and Historic Properties Treatment Plan for 1991 Field Season, PGT-PG&E Pipeline Expansion Project, Idaho, Washington, Oregon, and California, Volume III.C: Descriptive Reports and Data Compendia, Historic Sites, Oregon*. INFOTEC Research, Inc., Fresno. Submitted to Pacific Gas Transmission Company, San Francisco.

Speulda, Lou Ann

1992 "Preliminary Data-Recovery Results of Three Twentieth-Century Homestead Sites in Central Oregon." *Current Archaeological Happenings in Oregon*, 17(1):5-8.

Speulda, Lou Ann

1993 *Archaeological Testing and Evaluation Report, 1991 Field Season, and Historic Properties Treatment Plan for 1992 Field Season, PGT-PG&E Pipeline Expansion Project, Idaho, Washington, Oregon, and California, Volume II.A: Descriptive Reports and Data Compendia, Idaho*. INFOTEC Research, Inc., Fresno. Submitted to Bechtel Corporation, San Francisco.

Speulda, Lou Ann, Randall F. Schalk, Judith A. Willig, and Robert U. Bryson

1993 *Archaeological Testing and Evaluation Report, 1991 Field Season, and Historic Properties Treatment Plan for 1992 Field Season, PGT-PG&E Pipeline Expansion Project, Idaho, Washington, Oregon, and California, Volume II.B: Descriptive Reports and Data Compendia, Washington*. INFOTEC Research, Inc., Fresno. Submitted to Bechtel Corporation, San Francisco.

Speulda, Lou Ann, Clayton G. Lebow, Tina M. McAfee, Michael Ostrogorsky, Rick G. Atwell, Judith A. Willig, David J. Conca, Richard M. Pettigrew, Robert U. Bryson, Charles M. Hodges, Karl K. Benedict, Andrew J. Bailey,

- Jill Onken, Fred W. Crisson, Lynda J. Sekora, Matthew J. Root, Nancy D. Sharp, Craig E. Skinner, Nancy Stenholm, and Kurt T. Katsura
 1993 *Archaeological Testing and Evaluation Report, 1991 Field Season, and Historic Properties Treatment Plan for 1992 Field Season, PGT-PG&E Pipeline Expansion Project, Idaho, Washington, Oregon, and California, Volume II.C: Descriptive Reports and Data Compendia, Oregon.* INFOTEC Research, Inc., Fresno. Submitted to Bechtel Corporation, San Francisco.
- Romano, Melinda C., Lou Ann Speulda, Jill Onken, Robert U. Bryson, Pat Mikkelsen, Judith A. Willig, Fred W. Crisson, Lynda J. Sekora, Paul Bouey, Kurt T. Katsura, Dennis P. McDougall, Jessica Van der Feen, Barry A. Price, Craig E. Skinner, Nancy D. Sharp, Karl K. Benedict, and Nancy Stenholm
 1993 *Archaeological Testing and Evaluation Report, 1991 Field Season, and Historic Properties Treatment Plan for 1992 Field Season, PGT-PG&E Pipeline Expansion Project, Idaho, Washington, Oregon, and California, Volume II.D: Descriptive Reports and Data Compendia, California.* INFOTEC Research, Inc., Fresno. Submitted to Bechtel Corporation, San Francisco.
- Schalk, Randall F. and Lou Ann Speulda
 1994 *Cultural Resources Study of the Wise River-Polaris Road, Southwest Montana.* INFOTEC Research, Inc., Fresno. Submitted to ALPHA Engineering Group, Inc., Bellevue, Washington.
- Bowyer, Gary C., Lou Ann Speulda, Lynda J. Sekora, and Lester A. Ross
 1995 *Archaeological Investigations PGT-PG&E Pipeline Expansion Project Idaho, Washington, Oregon, and California, Volume III: Summary Reports: Historic Sites.* INFOTEC Research, Inc., Fresno, California. Submitted to Pacific Gas Transmission Company, San Francisco.
- Ross, Lester A., Gary C. Bowyer, and Lou Ann Speulda
 1995 *Historical Demographic Patterns, in Archaeological Investigations PGT-PG&E Pipeline Expansion Project Idaho, Washington, Oregon, and California, Volume IV: Synthesis of Findings,* edited by Randall Schalk, pp.8.1–108. INFOTEC Research, Inc., Fresno, California. Submitted to Pacific Gas Transmission Company, San Francisco.
- Speulda, Lou Ann and Gary C. Bowyer
 1995 *Historical Overview of the Well Spring Site.* Western Resources Consulting, Eugene. Draft report submitted to BOAS, Seattle for inclusion in report to National Park Service, Pacific Northwest Branch, Seattle.
- Speulda, Lou Ann, Lester A. Ross, Gary C. Bowyer, Lynda J. Sekora
 1995 *Research Design for Historical Archaeology. In Archaeological Investigations PGT-PG&E Pipeline Expansion Project Idaho, Washington, Oregon, and California, Volume I.6 Project Overview: Research Design and Archaeological Survey,* edited by Michael J. Moratto, pp. 6.1–17. INFOTEC Research, Inc., Fresno, California, and Far Western Research Group, Inc., Davis, California. Submitted to Bechtel Corporation, San Francisco.
- Speulda, Lou Ann
 1995 *Evaluation and Assessment Report for the Virgin Valley Campground Bath House, Sheldon NWR, Humboldt County, Nevada.* US Fish and Wildlife Service, Region 1, Sherwood, Oregon.
- 1995 *Cultural Resource Report for the Alviso Water Tower, Santa Clara County, California.* US Fish and Wildlife Service, Region 1, Sherwood, Oregon.
- Bowyer, Gary C., and Lou Ann Speulda
 1996 *Evaluation of the R & T Warehouse (The Hollenbeck Blacksmith Building) on the Mapleton Ranger District.* Western Resources Consulting, Eugene, Oregon. Submitted to USDA Siuslaw National Forest, Corvallis, Oregon.
- Schalk, Randall F., Lou Ann Speulda, David Conca

1996 *Elwha River Ecosystem Restoration Project Cultural Resources Survey*. INFOTEC Research, Inc., Fresno, California. Submitted to Lower Elwha S'Klallam Tribe, Port Angeles, Washington.

Speulda, Lou Ann

- 1996 *Cultural Resource Report for the Removal of House #3 at Winthrop National Fish Hatchery, Okanogan County, Washington*. US Fish and Wildlife Service, Region 1, Sherwood, Oregon.
- 1996 *Midway Atoll National Wildlife Refuge Historic Properties Treatment: Annual Report*. US Fish and Wildlife Service, Region 1, Sherwood, Oregon.
- 1996 *Cultural Resources Survey Report of the Upper Honohina Unit and Middle Road and Pua Akala Road Gravel Pits on the Hakalau Forest National Wildlife Refuge, Hawaii County, Hawaii*. US Fish and Wildlife Service, Region 1, Sherwood, Oregon.
- 1996 *Cultural Resource Report for Crystal and Point of Rocks Springs, and a Powerline on the Ash Meadows NWR, Nye County, Nevada*. US Fish and Wildlife Service, Region 1, Sherwood, Oregon.
- 1996 *Review of Father Turnell's Trash Pit: Klondike Gold Rush*, by Catherine Holder Spude, Douglas D. Scott, Frank Norris, David R. Hulsebeck, Linda Scott Cummings, and Kathryn Puseman in *Historical Archaeology* 30(2):120-122.

Bowyer, Gary C., and Lou Ann Speulda

- 1997 *Evaluation of the Alsea Guard Station Alsea Ranger District, Siuslaw National Forest*. Western Resources Consulting, Eugene, Oregon. Submitted to USDA Siuslaw National Forest, Corvallis, Oregon.
- 1997 *Research Synthesis*. In *Historic Mining on Florida Mountain*. Data Recovery at the Stone Cabin Mine Study Area, Owyhee, Edited by Claudia Druss, pp. 7.1-7.24. Science Applications International Corporation, Boise, Idaho. Submitted to Kinross DeLamar Mining Company, DeLamar, Idaho.

Speulda, Lou Ann

- 1997 *Midway Atoll National Wildlife Refuge Historic Properties Treatment: Annual Report*. US Fish and Wildlife Service, Region 1, Sherwood, Oregon.
- 1997 *Midway National Historic Landmark: Transfer and Transformation*. CRM 20(9):45-47.
- 1997 *Camp Tulelake ("C" Camp) Historic American Building Survey (HABS No. CA-2683)*. US Fish and Wildlife Service, Region 1, Sherwood, Oregon.

Bowyer, Gary C., David V. Ellis, Kathryn French, Yvonne Hajda, Richard M. Pettigrew, Randall Schalk, Lynda J. Sekora, Lou Ann Speulda, and Jill Sterret.

- 1998 *Final Technical Report of Cultural Resources Studies, Pelton-Round Butte Hydroelectric Project, FERC No. 2030, Volume I: Project Overview*. Prepared by Archaeological Investigations Northwest, Inc., Portland, Oregon, EDAW, Inc., Seattle, Washington, International Archaeological Research Institute, Inc., Seattle, Washington, Richard M. Pettigrew, Eugene, Oregon, and Western Resources Consulting, Carson City, Nevada. Prepared for Confederated Tribes of Warm Springs, Warm Springs, Oregon and Portland General Electric, Portland, Oregon.

Bowyer, Gary C., Stephen Hamilton, Richard M. Pettigrew, and Lou Ann Speulda

- 1998 *Final Technical Report of Cultural Resources Studies, Pelton-Round Butte Hydroelectric Project, FERC No. 2030, Volume II: Archaeological Site Reports*. Prepared by International Archaeological Research Institute, Inc., Seattle, Washington, Richard M. Pettigrew, Eugene, Oregon, and Western Resources Consulting, Carson City, Nevada. Prepared for Confederated Tribes of Warm Springs, Warm Springs, Oregon and Portland General Electric, Portland, Oregon.

Bowyer, Gary C., Stephen Hamilton, Richard M. Pettigrew, Randall Schalk, and Lou Ann Speulda

1998 *Final Technical Report of Cultural Resources Studies, Pelton-Round Butte Hydroelectric Project, FERC No. 2030, Volume III: Technical Appendices for Archaeological Site Reports.* Prepared by International Archaeological Research Institute, Inc., Seattle, Washington, Richard M. Pettigrew, Eugene, Oregon, and Western Resources Consulting, Carson City, Nevada. Prepared for Confederated Tribes of Warm Springs, Warm Springs, Oregon and Portland General Electric, Portland, Oregon.

Speulda, Lou Ann

1998 *Cultural Resources Identification and Evaluation Report of the Southeast Farallon Island Buildings and Facilities, Farallon Island National Wildlife Refuge.* US Fish and Wildlife Service, Region 1, Sherwood, Oregon.

1998 *Cultural Resources Identification and Evaluation Report of the Summers Ranch on Klamath Marsh National Wildlife Refuge, Klamath County, Oregon.* US Fish and Wildlife Service, Region 1, Sherwood, Oregon.

1998 *Memorandum of Agreement between the U.S. Fish and Wildlife Service and the California State Historic Preservation Office regarding the Bayside Cannery, Alviso, California.* MOA accepted by the Advisory Council on Historic Preservation, September 1998.

Speulda, Lou Ann, Anan Raymond, and Virginia Parks

1999 *Midway Atoll NWR: Historic Preservation Plan.* USFWS, Region 1, Reno, Nevada.

Speulda, Lou Ann

1999 *Barn Remodeling and Headquarters Complex Evaluation.* Kootenai National Wildlife Refuge, USFWS, Region 1, Reno, Nevada.

1999 *Tubb's Residential Property Evaluation.* Ash Meadows National Wildlife Refuge, USFWS, Region 1, Reno, Nevada.

1999 *Dorris House Remodeling Project Evaluation.* Modoc National Wildlife Refuge, USFWS, Region 1, Reno, Nevada.

1999 *Ridgeport Dairy Barn Evaluation.* Ridgefield National Wildlife Refuge, USFWS, Region 1, Reno, Nevada.

1999 *Ruby Lake Headquarter's Evaluation.* Ruby Lake National Wildlife Refuge, USFWS, Region 1, Reno, Nevada.

1999 *San Miguel Ranch Buildings Evaluation.* San Diego National Wildlife Refuge, USFWS, Region 1, Reno, Nevada.

1999 *Torrance Ranch Evaluation.* Nevada Fish and Wildlife Office, USFWS, Region 1, Reno, Nevada.

1999 *Vierra Dairy Evaluation.* San Joaquin NWR, USFWS, Region 1, Reno, Nevada.

2000 *Dufurrena Sandstone Quarry Evaluation.* Sheldon NWR, Denio, Nevada. On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.

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2000 *Kent Property – Sheep Camp Evaluation,* Stillwater NWR, Fallon, Nevada. On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.

- 2001 *Jacoby Creek Cabin Evaluation*, Humboldt Bay NWR, Eureka, California. On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.
- 2001 *North Farm and La France Farm Evaluations*, Black River Unit of the Nisqually NWR, Olympia, Washington. On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.
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- 2002 *Kilauea Point Walkway Construction Project*, Kilauea Point NWR, Kauai, Hawaii. On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.
- 2002 *White Bluffs Cabin Stabilization Project – 2001*, Hanford Reach National Monument, Richland, Washington. On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.
- 2002 *Sweetwater Marsh National Wildlife and South San Diego Bay Unit of the San Diego National Wildlife Refuge Cultural Resources Review for Comprehensive Conservation Planning*. On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.
- 2002 *Last Chance Stabilization Project – 2000-2001*, Sheldon NWR, Nevada. On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.
- 2002 *Brown House Evaluation*. Klamath Marsh NWR, Oregon. On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.
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- 2002 *Hart Mountain Headquarters Evaluation*. Hart Mountain NWR, Oregon. On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.
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- 2002 *Memorandum of Agreement between the U.S. Fish and Wildlife Service and the California SHPO regarding the Demolition of Quarters #2 and Garage*. Sacramento NWR, California. On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.
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- 2003 *Gallagher Fish Hatchery Evaluation Report*. Ruby Lake National Wildlife Refuge in cooperation with the Gallagher Fish Hatchery. Ruby Valley, Nevada. On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.
- 2003 *Las Vegas Administration Site Evaluation Report*. Desert National Wildlife Refuge, Las Vegas, Nevada. On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.
- 2003 *Warm Springs Unit Inventory and Evaluation Report*. Don Edwards San Francisco Bay National Wildlife Refuge, San Francisco, California. On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.
- 2003 *Consultation with California SHPO regarding the rehabilitation of Quarters #14, Modoc National Wildlife Refuge*. Alturas, California. On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.
- 2003 *Consultation with Washington SHPO regarding the rehabilitation of Cold Storage and Shop at Leavenworth National Fish Hatchery*. Leavenworth, Washington. On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.
- 2003 *Consultation with Hawaii SHPO regarding stabilization of Pua Akala Cabin, Hakalau Forest National Wildlife Refuge*. Hilo, Hawaii. On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.
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- 2005 *Duck Check Station Relocation, Humboldt Bay NWR, California.* On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.
- 2005 *Sanitary Water Treatment System, Farallon NWR, California.* On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.
- 2005 *Fort Ruby Site Clean-up, Ruby Lake NWR, Nevada.* On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.
- 2005 *Longstreet Fire BAER Plan, Ash Meadows NWR, Nevada.* On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.
- 2005 *Quarters #36 Evaluation, Julia Butler Hansen NWR, Washington.* On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.
- 2005 *Fort Ruby Testing Project Research Design, Ruby Lake NWR, Nevada.* On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.
- 2005 *New Shop Building, Hart Mountain NWR, Oregon.* On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.
- 2005 *Sampson Creek Restoration Project, Partners Program, Ely, Nevada.* On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.
- 2005 *Big Warm Springs Restoration Project, Tribal Incentive Grant Program, Duckwater, Nevada.* On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.
- 2005 *Ash Fire Archaeological Survey, Ash Meadows NWR, Nevada.* On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.
- 2005 *Meadows Fire Archaeological Survey, Ash Meadows NWR, Nevada.* On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.
- 2005 *Mill Creek Dam Evaluation, Partners Project, Walla Walla, Washington.* On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.
- 2005 “Rehabbing the Longstreet Cabin”, *In-Situ*, Newsletter of the Nevada Archaeological Association, Vol. 9, No. 4, Winter 2005. ppgs.14-19.
- 2006 *Gamble Tract Evaluation, Conboy Lake NWR, Washington.* On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.
- 2006 *Environmental Education Center Project, Nisqually NWR, Washington.* On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.
- 2006 *Mellus Cabin Evaluation, Dungeness NWR, Washington.* On-file U.S. Fish and Wildlife Service,

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- 2006 *Habitat Heroes Restoration Project*, South San Diego Bay NWR, California. On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.
- 2006 FWS Receives Funding to Restore Railroad-tie Cabin at Corn Creek, Desert NWR, article published in *In Situ*, Newsletter of the Nevada Archaeological Association. Volume 10, No. 4, Winter 2006.
- 2007 *Headquarters Evaluation* at the McNary NWR, Washington. On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.
- 2007 *Brown Farm Evaluation, Camas NWR, Idaho*. On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.

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- 2007 Fort Ruby passport in Time Testing Project, in *SHA Newsletter* Volume 40:4, Winter 2007, pg 30.

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- 2008 Lockes Ranch Springs Restoration Project, for Partners Program. On-file U.S. Fish and Wildlife Service, Region 8, Sherwood, Oregon.
- 2008 MOA between the Washington State Historic Preservation Office and the Nisqually NWR regarding the removal of the Brown Farm Dike. On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.
- 2008 MOU between the U.S. Fish & Wildlife Service, Don Edwards San Francisco Bay NWR and the California Department of Fish and Game. Regarding Implementation of the National Historic Preservation Act on the Baumberg Tract For the South Bay Salt Ponds Restoration Project in Alameda County. On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.
- 2008 Historic Structures Report for the Commercial Pacific Cable Company Station, Midway Atoll NWR. On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.
- 2009 MOA between the Hawaii State Historic Preservation Office and the Midway Atoll NWR regarding the dismantle and salvage of three of the Cable Station buildings.
- 2010 *Identification and Evaluation of San Francisco Salt Ponds Report*. San Francisco Bay NWR, California.
- 2010 Midway Atoll National Wildlife Refuge Historic Preservation Plan-2010 (update). On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.
- 2011 MOA between the California State Historic Preservation Office and the San Francisco Bay NWR and Department of Fish and Game regarding the South Bay Salt Pond Restoration Project.
- 2015 *Deer Flat NWR Headquarters Evaluation*. Deer Flat NWR, Idaho. On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.

2016 Midway Atoll NWR, Lead Paint Abatement-DU-9, Identification, Evaluation, and Assessment of Affects Report. On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.

- 2016 Beach Lake Property Identification and Evaluation Report, Port Angeles, Washington. On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.
- 2016 Spring Creek National Fish Hatchery, Identification and Evaluation of Quarters #1. On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.
- 2017 Marble Bluff National Fish Hatchery, Fish Passage Emergency Repair. On-file U.S. Fish and Wildlife Service, Region 8, Sherwood, Oregon.
- 2017 Finley NWR Cabell Barn #1 and #3 repairs. On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.
- 2017 Nisqually NWR, Wilson Dairy Barn removal and MOA. On-file U.S. Fish and Wildlife Service, Region 1, Sherwood, Oregon.

18.06.020 - Historic resources commission (HRC).

There is created a body to be known as the historic resources commission (HRC) which shall consist of seven members appointed by the board.

(Ord. 2004-20 § 11 (part), 2004: Ord. 2001-23 § 2 (part), 2001).

18.06.025 - Qualifications of membership.

1. All members must reside in Carson City.
2. At least one (1) member, but not more than two (2) members of the HRC, must be professionally qualified as an architect or a design professional with experience in historic preservation.
3. At least one (1) member, but not more than two (2) members of the HRC, must be professionally qualified in building construction.
4. At least one (1) member, but not more than two (2) members of the HRC, shall be a professional in the field of historic preservation.
5. At least one (1) member, but not more than two (2) members of the HRC, must be a professional in the disciplines of archeology, anthropology, history or related professions.
6. At least one (1) person, but not more than two (2) persons who owns property and resides within the district, must be included in the membership.
7. The Board shall endeavor to include in the membership persons with demonstrated knowledge and interest in Carson City history and in design, finance, real property transactions, archeology or other matters likely to advance the business of the HRC.

(Ord. 2004-20 § 11 (part), 2004: Ord. 2001-23 § 2 (part), 2001).

[\(Ord. No. 2011-5, § 1, 6-16-2011\)](#)

18.06.030 - Duties of the HRC.

1. It shall be the duty of the HRC to serve as advisor to the board in all matters concerning the identification, designation, preservation and enhancement of areas, sites and structures of historic significance in Carson City and take action on open space use assessments, National Register nominations, the survey and preservation of archaeological sites, and the survey and inventory of properties of historic significance and proposed projects governed by this chapter.
2. In this regard the HRC may:
 - a. Prepare and maintain an inventory of all property within Carson City having the potential for designation as archaeological property;
 - b. Prepare and maintain an inventory of all property within Carson City having the potential for designation as historic property;
 - c. Recommend to the board certain areas, places, buildings, structures and objects as appropriate for designation as historic provided in this chapter;
 - d. Review and recommend appropriate action regarding any construction, remodel, demolition, removal or other changes proposed for structures, fences visible from public right-of-ways or areas designated historic by the board, all as limited by this chapter;
 - e. Recommend to the board such changes in the zoning ordinance, building codes or other local laws as may enhance the purposes of this chapter;

3. Recommend to the board or conduct public information programs to increase public awareness of the value of archaeological, historic, architectural and cultural preservation in Carson City;
 - a. Recommend to the board the purchase of essential structures where private preservation is not feasible;
 - b. Cooperate with the state historic preservation office in designating structures, sites or areas for historical markers and plaques;
 - c. Assist and advise other city and state departments, agencies and commissions regarding historic properties in Carson City;
 - d. Recommend to the board that special recognition be given to structures, sites or areas which exemplify an outstanding example of historic preservation within Carson City.

(Ord. 2001-23 § 2 (part), 2001).



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** February 2, 2023

Staff Contact: Nancy Paulson, City Manager

Agenda Title: For Possible Action: Discussion and possible action regarding the appointment of one member to the 9-1-1 Surcharge Advisory Committee (“Committee”), as the representative of a local exchange carrier for a partial term expiring in December 2023. (Nancy Paulson, npaulson@carson.org)

Staff Summary: The Committee is a body which must have at least five members, but no more than seven. There is currently one vacancy that must be filled due to the resignation of a member. One application was submitted. Charles "Andy" Polisso of AT&T is seeking appointment as the representative of a local exchange carrier.

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

Proposed Motion

I move to appoint Charles "Andy" Polisso as the representative for a local exchange carrier for a term expiring in December 2023.

Board's Strategic Goal

Efficient Government

Previous Action

January 20, 2022 (Item 17b): Appointment of up to four members to the Committee, with one appointment as the representative of a local exchange carrier for a full term expiring in December 2023, two appointments each for a term expiring in December 2023 and one appointment to fill a partial term expiring in December 2022.

Background/Issues & Analysis

CCMC 4.05.030(1) provides that the Committee “shall be comprised of a minimum of five (5) members and a maximum of seven (7) members.” Members serve two-year terms that are staggered such that three Committee members must have terms expiring in odd-numbered years.

In addition, CCMC 4.05.030(1) and NRS 244A.7645(2)(b) require that one Committee member be “a representative of an incumbent local exchange carrier which provides service to persons in that county.” Per the Nevada Public Utilities Commission, AT&T is Carson City’s local exchange carrier.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 244A.7645; CCMC 4.05.030

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted?

Explanation of Fiscal Impact:

Alternatives

Reopen the position for additional applicants.

Attachments:

[911 Surcharge Packet.pdf](#)

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)



9-1-1 Surcharge Advisory Committee

Board Details

The board hereby creates an advisory committee called the "9-1-1 surcharge advisory committee" to develop a plan to enhance or improve the telephone system for reporting an emergency in Carson City and to oversee any money allocated for that purpose. The advisory committee shall be comprised of a minimum of five (5) members and a maximum of seven (7) members.

Overview

 **Size** 7 Seats

 **Term Length** 2 Years

 **Term Limit** N/A

Additional

Meetings

•Time varies •Typically on a quarterly basis or at the call of the chair •Fire Station 51, 777 South Stewart Street, Carson City, Nevada

Powers & Duties

To develop a 5-year master plan for the enhancement or improvement of the telephone system for reporting emergencies in Carson City and to oversee any money allocated for that purpose. The master plan must include an estimate of the cost of the enhancement or improvement of the telephone system and all proposed sources of money for funding the enhancement or improvement.

Additional Information

[CCMC_4.05.pdf](#)



Board Roster



Denise Bauer

4th Term Jan 20, 2022 - Dec 31, 2023

Appointing Authority Board of Supervisors



Mary Katherine Durbin

3rd Term Jan 20, 2022 - Dec 31, 2023



Steven R Figone

1st Term Jan 05, 2023 - Dec 31, 2024



Bryson M Gordon

1st Term Jan 20, 2022 - Dec 31, 2023

Position Local Exchange Carrier



Jed A Mccomber

1st Term Jan 05, 2023 - Dec 31, 2024



James A Powell

1st Term Jan 05, 2023 - Dec 31, 2024



Denise Stewart

5th Term Jan 01, 2023 - Dec 31, 2024

Appointing Authority Board of Supervisors

Profile

Charles _____ Polisso _____
 First Name Middle Initial Last Name

cp557s@att.com _____
 Email Address

760 Silver Oak Drive _____ 203 _____
 Street Address Suite or Apt

Carson City _____ NV _____ 89706 _____
 City State Postal Code

Home: (775) 220-1994 _____
 Primary Phone Alternate Phone

Which Boards would you like to apply for?

9-1-1 Surcharge Advisory Committee: Submitted

Question applies to multiple boards

Why would you like to serve on this Board/Committee/Commission?

I would like to be an asset to the committee by utilizing my knowledge of telecommunications through my work at AT&T.

Question applies to multiple boards

Are you currently a registered voter in Carson City?

Yes No

Question applies to multiple boards

Are you currently a member on any other Carson City Board, Committee or Commission?

Yes No

Conflict of Interest

Question applies to multiple boards

Within the past twelve (12) months, have you been employed by Carson City (including as an elected official)?

Yes No

Question applies to multiple boards

Do you currently have a contract with Carson City for services/good?

Yes No

Question applies to multiple boards

If yes, please provide contract details:

Question applies to multiple boards

Have you been convicted of a felony, domestic violence or gross misdemeanor involving moral turpitude (conduct contrary to community standards of justice, honesty and good morals)?

Yes No

Education

College, Professional, Vocational or Other Schools attended:

University of Nevada Reno

Major Subject:

History

Degree Conferred:

Bachelor of Arts

Briefly describe the qualifications you possess which you feel would be an asset to this Board/Committee/Commission:

I have worked for AT&T and for the past 13 years and have a deep knowledge of telecommunications and its importance to public safety. Before working in external affairs, I worked in our corporate store where I helped the community to help resolve service issues.

List the community organizations in which you have participated and describe participation:

List your affiliation with professional or technical societies: *if required for the position.

Upload a Resume

Declaration to Accept Terms & Conditions

I understand that my submitted application is considered public information. I understand the Board of Supervisors may require a pre-appointment background check for any position if deemed warranted.

I hereby declare that all statements given by me on this form are truthful and complete to the best of my knowledge.

I have read and understand the Carson City's Boards, Committees and Commissions Policies and Procedures.

I Agree *

From: [GORDON, BRYSON](#)
To: [Adam Tully](#)
Subject: Carson City's 9-1-1 Surcharge Advisory Committee
Date: Thursday, January 12, 2023 12:05:38 PM

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

Hello Sir,

I had left you a voicemail stating that I plan to step down from the Carson City's 9-1-1 Surcharge Advisory Committee as the local exchange carrier representative.

I have reached out to our AT&T Area Manager for External Affairs Kris Wells. She is in the process of finding a replacement for me and will reach out to you soon.

I will attend the next meeting this January 24th, to ensure a quorum.

Thank you,

Bryson Gordon
MGR OSP PLNG & ENGRG DESIGN
AT&T NEVADA ROW
Office: 775-683-5223
Cell: 775-343-6655
E-mail: bg1853@att.com

NRS 244A.7645 Establishment of advisory committee to develop plan to enhance or improve telephone system; creation of special revenue fund; use of money in fund.

1. If a surcharge is imposed pursuant to [NRS 244A.7643](#) in a county whose population is 100,000 or more but less than 700,000, the board of county commissioners of that county shall establish by ordinance an advisory committee to develop a plan to enhance the telephone system for reporting an emergency in that county and to oversee any money allocated for that purpose. The advisory committee must consist of not less than five members who:

- (a) Are residents of the county;
- (b) Possess knowledge concerning telephone systems for reporting emergencies; and
- (c) Are not elected public officers.

2. If a surcharge is imposed pursuant to [NRS 244A.7643](#) in a county whose population is less than 100,000, the board of county commissioners of that county shall establish by ordinance an advisory committee to develop a plan to enhance or improve the telephone system for reporting an emergency in that county and to oversee any money allocated for that purpose. The advisory committee must:

- (a) Consist of not less than five members who:
 - (1) Are residents of the county;
 - (2) Possess knowledge concerning telephone systems for reporting emergencies; and
 - (3) Are not elected public officers; and

- (b) Include a representative of an incumbent local exchange carrier which provides service to persons in that county. As used in this paragraph, "incumbent local exchange carrier" has the meaning ascribed to it in 47 U.S.C. § 251(h)(1), as that section existed on October 1, 1999, and includes a local exchange carrier that is treated as an incumbent local exchange carrier pursuant to that section.

3. If a surcharge is imposed in a county pursuant to [NRS 244A.7643](#), the board of county commissioners of that county shall create a special revenue fund of the county for the deposit of the money collected pursuant to [NRS 244A.7643](#). The money in the fund must be used only:

- (a) In a county whose population is 45,000 or more but less than 700,000, to enhance the telephone system for reporting an emergency, including only:

- (1) Paying recurring and nonrecurring charges for telecommunication services necessary for the operation of the enhanced telephone system;

- (2) Paying costs for personnel and training associated with the routine maintenance and updating of the database for the system;

(3) Purchasing, leasing or renting the equipment and software necessary to operate the enhanced telephone system, including, without limitation, equipment and software that identify the number or location from which a call is made; and

(4) Paying costs associated with any maintenance, upgrade and replacement of equipment and software necessary for the operation of the enhanced telephone system.

(b) In a county whose population is less than 45,000, to improve the telephone system for reporting an emergency in the county.

4. If the balance in the fund created in a county whose population is 45,000 or more but less than 700,000 pursuant to subsection 3 which has not been committed for expenditure exceeds \$1,000,000 at the end of any fiscal year, the board of county commissioners shall reduce the amount of the surcharge imposed during the next fiscal year by the amount necessary to ensure that the unencumbered balance in the fund at the end of the next fiscal year does not exceed \$1,000,000.

5. If the balance in the fund created in a county whose population is less than 45,000 pursuant to subsection 3 which has not been committed for expenditure exceeds \$500,000 at the end of any fiscal year, the board of county commissioners shall reduce the amount of the surcharge imposed during the next fiscal year by the amount necessary to ensure that the unencumbered balance in the fund at the end of the next fiscal year does not exceed \$500,000.

(Added to NRS by [1995, 1056](#); A [1999, 1686](#); [2001, 621, 2125](#); [2007, 561](#); [2009, 641](#); [2011, 1124](#))

Chapter 4.05 - SURCHARGE FOR ENHANCEMENT OR IMPROVEMENT OF TELEPHONE SYSTEM USED FOR REPORTING EMERGENCIES

Sections:

Editor's note— [Ord. No. 2010-2, § I, adopted February 18, 2010](#), amended the title of Ch. 4.05 to read as herein set out. See also the Code Comparative Table and Disposition List.

4.05.010 - Authority and purpose.

1. This chapter is enacted pursuant to NRS 244A.7641 through 244A.7647 for the following purposes:
 - a. To establish an advisory committee to develop a plan for the enhancement or improvement of the telephone system for reporting emergencies in Carson City and to oversee any money allocated for that purpose.
 - b. To impose a surcharge for the enhancement or improvement of the telephone system for reporting an emergency in Carson City on:
 1. Each access line or trunk line of each customer to the local exchange of any telecommunications provider providing those lines in Carson City; and
 2. The mobile telephone service provided to each customer of that service whose place of primary use is in Carson City.

(Ord. 2008-21 § 3, 2008).

([Ord. No. 2010-2, § II, 2-18-2010](#))

4.05.020 - Definitions.

As used in this chapter, the words and terms defined in this section have the meanings ascribed to them unless the context requires otherwise.

"Incumbent local exchange carrier" has the meaning ascribed to it in 47 U.S.C. § 251(h)(1), as that section existed on October 1, 1999, and includes a local exchange carrier that is treated as an incumbent local exchange carrier pursuant to that section.

"Mobile telephone service" means cellular or other service to a telephone installed in a vehicle or which is otherwise portable.

"Place of primary use" has the meaning ascribed to it in 4 U.S.C. § 124(8), as that section existed on August 1, 2002.

"Supplier" means a person authorized by the Federal Communications Commission to provide mobile telephone service.

"Telephone system" means a system for transmitting information between or among points specified by the user that does not change the form or content of the information regardless of the technology, facilities or equipment used. A telephone system may include, without limitation:

- (a) Wireless or Internet technology, facilities or equipment; and
- (b) Technology, facilities or equipment used for transmitting information from an emergency responder to the user or from the user to an emergency responder.

"Trunk line" means a line that provides a channel between a switchboard owned by a customer of a telecommunications provider and the local exchange of the telecommunications provider.

(Ord. 2008-21 § 4, 2008).

[\(Ord. No. 2010-2, § III, 2-18-2010\)](#)

4.05.030 - Establishment of an advisory committee to develop a plan to enhance or improve telephone system for reporting emergency.

1. The board hereby creates an advisory committee called the "9-1-1 surcharge advisory committee" to develop a plan to enhance or improve the telephone system for reporting an emergency in Carson City and to oversee any money allocated for that purpose. The advisory committee shall be comprised of a minimum of five (5) members and a maximum of seven (7) members.
 - a. Members will serve without compensation.
 - b. A member appointed to the committee must:
 - (1) Be a resident of Carson City;
 - (2) Possess knowledge concerning telephone systems for reporting emergencies; and
 - (3) Not be an elected public officer.
 - c. As Carson City has a population of less than one hundred thousand (100,000), at least one member of the committee must be a representative of an incumbent local exchange carrier which provides service to persons in Carson City.
2. Members will be selected at large by the board at its discretion.
3. The board must appoint members for a term of two (2) years. In order to stagger the terms, the board must set the appointed members' terms to provide for terms of three of the appointed members to end in odd numbered years. A member may be reappointed to subsequent terms of two years. Any vacancy occurring during a member's term will be filled by the board. A person appointed to fill a vacancy occurring during a term must serve out the unexpired term of the member replaced.

(Ord. 2008-21 § 5, 2008).

[\(Ord. No. 2010-2, § IV, 2-18-2010\)](#); Ord. No. [2014-1](#), § I, 1-16-2014)

4.05.040 - Chairman, election and duties.

1. The committee must elect from its membership a chairman and vice-chairman.
2. The chairman will preside at meetings and be the signatory of any correspondence necessitated by operation of the committee.
3. The vice-chairman will carry out the duties of the chairman in his/her absence.

(Ord. 2008-21 § 6, 2008).

4.05.050 - Rules, regulations and bylaws.

The committee may adopt rules, regulations and/or bylaws regarding its meetings and procedures.

(Ord. 2008-21 § 7, 2008).

4.05.060 - Quorum.

A majority of members of the advisory committee will constitute a quorum. The approval of a majority of all members present to vote is necessary on any action the committee desires to take.

(Ord. 2008-21 § 8, 2008).

(Ord. No. [2014-1](#), § II, 1-16-2014)

4.05.070 - Meetings.

The committee must hold a public meeting not less than quarterly. Any member of the committee may request a meeting of the committee for special purposes. Such requests shall be made to the chairman, or in his absence, the vice-chairman. Notice of the meetings and the conduct of the meetings of the committee, including the taking of minutes and their transcription and retention, must comply with the provisions of chapter 241 of NRS, Nevada Open Meeting Law.

(Ord. 2008-21 § 9, 2008).

4.05.080 - Imposition of telephone surcharge.

1. For the duration of the imposition of the surcharges, the Board of Supervisors shall, at least annually, review and if necessary, update the master plan.
2. The board imposes surcharges for the enhancement of the telephone system for reporting an emergency in Carson City on:
 - (a) Each access line or trunk line of each customer to the local exchange of any telecommunications provider providing those lines in Carson City; and
 - (b) The mobile telephone service provided to each customer of that service whose place of primary use is in Carson City.
3. The surcharge on access lines to the local exchange of a telecommunications provider is twenty-five cents (\$0.25) per month per line.
4. The surcharge on trunk lines to the local exchange of a telecommunications provider is two dollars and fifty cents (\$2.50) per month per line.
5. The surcharge for each telephone number assigned to a customer by a supplier of mobile telephone service is twenty-five cents (\$0.25) per month per telephone number.
6. A telecommunications provider that provides access lines or trunk lines in Carson City and a supplier that provides mobile telephone service to customers in Carson City must collect the surcharge from its customers each month. Except as otherwise provided in NRS 244A.7647, each telecommunications provider and supplier must remit the surcharge it collects to the treasurer of the county in which the surcharge is imposed not later than the 15th day of the month after the month it receives payment of the surcharge from its customers. In accordance with NRS 244A.7647, a telecommunications provider or supplier which collects the surcharge imposed pursuant to this section is entitled to retain an amount of the surcharge collected which is equal to the cost to collect the surcharge.
7. The committee or city manager may adopt procedures as necessary to effectuate the provisions of this section.

(Ord. 2008-21 § 10, 2008).

(Ord. No. [2010-2](#), § V, 2-18-2010)

4.05.090 - Creation of special revenue fund; use of money in fund.

1. The board hereby creates a special revenue fund for the deposit of any money collected pursuant to NRS 244A.7643 and CCMC 4.05.080. The money in the fund must be used only for the following purposes:
 - (a) To enhance the telephone system for reporting an emergency including only:
 - (1) Paying recurring and nonrecurring charges for telecommunication services necessary for the operation of the enhanced telephone system;
 - (2) Paying costs for personnel and training associated with the routine maintenance and updating of the database for the system;
 - (3) Purchasing, leasing or renting the equipment and software necessary to operate the enhanced telephone system, including, without limitation, equipment and software that identify the number or location from which a call is made; and
 - (4) Paying costs associated with any maintenance, upgrade and replacement of equipment and software necessary for the operation of the enhanced telephone system.
2. If the balance in the fund created pursuant to subsection 1 of this section which has not been committed for expenditure exceeds \$1,000,000 at the end of any fiscal year, the board must reduce the amount of the surcharge imposed during the next fiscal year by the amount necessary to ensure that the unencumbered balance in the fund at the end of the next fiscal year does not exceed \$1,000,000.

(Ord. 2008-21 § 11, 2008).

[\(Ord. No. 2010-2, § VI, 2-18-2010\)](#)

4.05.100 - Penalty for failure to remit surcharges

Any telecommunications provider or mobile telephone service supplier that fails to remit surcharges due within 90 days after the date on which the telecommunications provider or supplier must otherwise remit the surcharges to the county treasurer will be subject to a penalty of 5% of the cumulative amount of surcharges owed by the telecommunications provider or supplier.

(Ord. 2008-21 § 12, 2008).

4.05.110 - Dispute of amount of surcharge or designation of place of primary use by customer of supplier of mobile telephone service: Notice by customer; review by supplier; refund, credit or explanation.

1. If a customer of a supplier of mobile telephone service believes that the amount of a surcharge imposed pursuant to NRS 244A.7643 or the designation of a place of primary use is incorrect, the customer may notify the supplier of mobile telephone service in writing of the alleged error. The notice must include:
 - (a) The street address for the place of primary use of the customer;
 - (b) The account number and name shown on the billing statement of the account for which the customer alleges the error;
 - (c) A description of the alleged error; and

- (d) Any other information which the supplier of mobile telephone service may reasonably require to investigate the alleged error.
- 2. Within 60 days after receiving a notice sent pursuant to subsection 1, the supplier of mobile telephone service shall review the records that the supplier of mobile telephone service uses to determine the place of primary use of its customers.
- 3. If the review indicates:
 - (a) That the alleged error exists, the supplier of mobile telephone service shall correct the error and refund or credit the customer for the amount which was erroneously collected for the applicable period, not to exceed the 24 months immediately preceding the date on which the customer notified the supplier of mobile telephone service of the alleged error.
 - (b) That no error exists, the supplier of mobile service shall provide a written explanation to the customer who alleged the error.
- 4. A customer may not bring a cause of action against a supplier of mobile telephone service for surcharges incorrectly imposed pursuant to NRS 244A.7643 unless he first complies with this section.

[\(Ord. No. 2010-2, § VII, 2-18-2010\)](#)

CARSON CITY REDEVELOPMENT AUTHORITY
Minutes of the January 5, 2023 Meeting
Page 1

DRAFT

A meeting of the Carson City Redevelopment Authority was scheduled to take place during the Board of Supervisors meeting on Thursday, January 5, 2023, in the Community Center Robert “Bob” Crowell Boardroom, 851 East William Street, Carson City, Nevada.

PRESENT: Chairperson Lori Bagwell
Vice Chairperson Stacey Giomi
Member Curtis Horton
Member Lisa Schuette
Member Maurice White

STAFF: Nancy Paulson, City Manager
Scott Hoen, Clerk-Recorder
Stephanie Hicks, Deputy City Manager
Adam Tully, Deputy District Attorney
Tamar Warren, Senior Deputy Clerk

NOTE: A recording of these proceedings, the Redevelopment Authority’s agenda materials, and any written comments or documentation provided to the Clerk during the meeting are part of the public record. These materials are available for review, in the Clerk’s Office, during regular business hours.

21. CALL TO ORDER & ROLL CALL – REDEVELOPMENT AUTHORITY

(11:54:33) – Chairperson Bagwell called the Redevelopment Authority meeting to order. Mr. Hoen called roll and noted the presence of a quorum.

22. PUBLIC COMMENT

(11:55:04) – Chairperson Bagwell entertained public comments; however, none were forthcoming.

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

(11:55:30) – Chairperson Bagwell introduced the item and entertained comments, corrections, or a motion.

(11:55:40) – Vice Chair Giomi moved to approve the minutes of the October 6, 2022 Redevelopment Authority meeting as presented. The motion was seconded by Member White and carried 5-0-0.

24. CITY MANAGER

24.A FOR POSSIBLE ACTION: DISCUSSION AND POSSIBLE ACTION REGARDING THE ELECTION OF A CHAIR AND VICE-CHAIR OF THE REDEVELOPMENT AUTHORITY, EACH FOR ONE-YEAR TERMS ENDING ON DECEMBER 31, 2023.

CARSON CITY REDEVELOPMENT AUTHORITY
Minutes of the January 5, 2023 Meeting
Page 2

DRAFT

(11:56:02) – Chairperson Bagwell introduced the item and entertained a motion.

(11:56:34) – Vice Chair Giomi moved to appoint Lori Bagwell as Chair and Stacey Giomi as Vice Chair of the Carson City Redevelopment Authority, each for a one-year term ending on December 31, 2023. Member White seconded the motion.

RESULT:	APPROVED (5-0-0)
MOVER:	Vice Chair Giomi
SECONDER:	Member White
AYES:	Members Horton, Schuette, White, Vice Chair Giomi, and Chair Bagwell
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

22. PUBLIC COMMENT

(11:57:04) – Chairperson Bagwell entertained final public comments. Deni French expressed concern about sidewalk and crosswalk safety. He also noted that Empire Cemetery “does not have an owner.” He was concerned about the grading that had occurred there. Chairperson Bagwell informed Mr. French that this public comment session pertained specifically to the Redevelopment Authority issues.

28. FOR POSSIBLE ACTION: TO ADJOURN

(11:59:23) – Chairperson Bagwell adjourned the meeting at 11:59 a.m.

The Minutes of the January 5, 2023 Carson City Redevelopment Authority meeting are so approved on this 2nd day of February, 2023.

LORI BAGWELL, Chair

ATTEST:

SCOTT HOEN, Clerk-Recorder



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** February 2, 2023

Staff Contact: Nancy Paulson, City Manager

Agenda Title: For Possible Action: Discussion and possible action regarding the appointment of three members to the Redevelopment Authority Citizens Committee ("RACC"), one for the position of Business Operator or Property Owner from Redevelopment Area 2 for a full term that will expire in January 2026, and two for the positions of Citizen-at-Large with each to fill partial terms ending in January 2025. (Nancy Paulson npaulson@carson.org)

Staff Summary: RACC is a seven-member committee that advises the Redevelopment Authority on matters pertaining to the Redevelopment District. There are three vacant positions; two vacancies are due to resignation and one is due to the expiration of term. New applications were submitted by the following candidates: Lee Kennedy for the Business Operator or Property Owner position from Redevelopment Area 2, and David Lambin, Margaret Green-Wilson, Richard Nagel and Ashley Ackerman for the Citizen-at-Large positions.

Agenda Action: Formal Action / Motion **Time Requested:** 1 hour

Proposed Motion

I move to appoint Lee Kennedy to the Redevelopment Area 2 position for a full term expiring in January 2026.

I move to appoint _____ & _____ to the Citizen-at-Large positions, each to fill partial terms expiring in January 2025.

Board's Strategic Goal

Efficient Government

Previous Action

January 01, 2022 (Item 17B): The Board considered applications for the appointment of two members to RACC, each for the position of Business Operator or Property Owner from Redevelopment Area 1, one to fill a partial term ending in January 2023 and one to fill a three-year term ending in January 2025.

Background/Issues & Analysis

N/A

Applicable Statute, Code, Policy, Rule or Regulation

RACC Bylaws

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted?

Explanation of Fiscal Impact:

Alternatives

Re-open the position announcement to receive additional applications.

Attachments:

[RACC Packet.pdf](#)

[Gina Lopez Resignation.pdf](#)

[Andi Fant Resignation.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay


(Vote Recorded By)



Board Details

Make recommendations to the Redevelopment Authority on Redevelopment Area Plans, incentive programs, special event funding, and other matters pertaining to the Redevelopment District and within the authority of the Redevelopment Authority.

Overview

 **Size** 7 Seats

 **Term Length** 3 Years

 **Term Limit** 4 Terms

Additional

Meetings

•5:30 p.m. •Quarterly, first Monday of February, May, August and November •Community Center, Robert "Bob" Crowell Board Room 851 East William Street, Carson City, Nevada

Powers & Duties

The Redevelopment Authority Citizens Committee was established by the Carson City Redevelopment Authority to make recommendations on Redevelopment Area Plans, incentive programs, special event funding, and other matters pertaining to the Redevelopment District and within the authority of the Redevelopment Authority.

Additional Information

[RACC By-laws.adopted.6.4.15.pdf](#)



Board Roster



Richard J Bragiel

1st Term Jan 06, 2022 - Jan 01, 2025

Position Business Operator or Property Owner

Category Redevelopment Area 1



Court Cardinal

3rd Term Jan 21, 2021 - Jan 01, 2025

Position Business Operator or Property Owner

Office/Role Chair

Category Redevelopment Area 2



Ronni Hannaman

3rd Term Jan 05, 2017 - Jan 01, 2023

Position Business Operator or Property Owner

Office/Role Vice Chair

Category Redevelopment Area 2



Nicole N Kastens

1st Term Jan 06, 2022 - Jan 01, 2023

Position Business Operator or Property Owner

Category Redevelopment Area 1



Lisa Schuette

1st Term Jan 07, 2021 - Dec 31, 2023

Position Board of Supervisors



Vacancy



Vacancy

Profile

David

First Name

W

Middle Initial

Lambin

Last Name

davelambin@gmail.com

Email Address

1501 Bolero Dr

Street Address

Suite or Apt

Carson City

City

NV

State

89703

Postal Code

Mobile: (775) 781-2489

Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Redevelopment Authority Citizens Committee: Submitted

Question applies to Redevelopment Authority Citizens Committee

Redevelopment Areas 1 & 2 Citizen-at-Large

Question applies to multiple boards

Why would you like to serve on this Board/Committee/Commission?

I moved to the Carson Valley in 1995 from the Chicago area. My wife and I raised three children here and have been able to watch the city change. We have lived in Carson City for five years and again have watched many things change from a revitalization of the downtown to the Anderson Ranch Estates being developed as my new neighbor. I would like to be able to apply my business experience and my interest in my neighbors to be in a position to help guide the growth.

Question applies to multiple boards

Are you currently a registered voter in Carson City? Yes No

Question applies to multiple boards

Are you currently a member on any other Carson City Board, Committee or Commission? Yes No

Question applies to multiple boards

If yes, please list:

Question applies to multiple boards

Term expiration:

Conflict of Interest

Question applies to multiple boards

Within the past twelve (12) months, have you been employed by Carson City (including as an elected official)?

Yes No

Question applies to multiple boards

Do you currently have a contract with Carson City for services/good?

Yes No

Question applies to multiple boards

If yes, please provide contract details:

Question applies to multiple boards

Have you been convicted of a felony, domestic violence or gross misdemeanor involving moral turpitude (conduct contrary to community standards of justice, honesty and good morals)?

Yes No

Education

College, Professional, Vocational or Other Schools attended:

University of Illinois - Chicago Circle BA. Two years of law at the Chicago Kent College of Law

Major Subject:

Business Administration with a dual major in finance and economics

Degree Conferred:

Bachelor's Degree in Business Administration

Briefly describe the qualifications you possess which you feel would be an asset to this Board/Committee/Commission:

While I have been in the insurance industry during the past 46 years, I have held many positions and received a lot of training in negotiating, managing people, developing and executing business plans. Owning my own business which my wife and i started from our living room and in eleven years grew it to seeing a premium volume which at time reached \$35MM annually. I have also sat on the board of directors for four corporations which I did not own.

List the community organizations in which you have participated and describe participation:

Boy Scouts, Girl Scouts, AYSO, Board of Directors David Walley's Resort

List your affiliation with professional or technical societies: *if required for the position.

Upload a Resume

Declaration to Accept Terms & Conditions

I understand that my submitted application is considered public information. I understand the Board of Supervisors may require a pre-appointment background check for any position if deemed warranted.

I hereby declare that all statements given by me on this form are truthful and complete to the best of my knowledge.

I have read and understand the Carson City's Boards, Committees and Commissions Policies and Procedures.

I Agree *

David W. Lambin

1501 Bolero Dr
Carson City, NV 89703
Phone: (775) 781-2489

EXPERIENCE

April 2009 to Present

TWENTY MILE INSURANCE SERVICES – Carson City, NV – Chief Executive Underwriter

Branch office for a Program Manager soliciting, underwriting and issuing general liability policies for residential and commercial contractors on a national basis. Along with underwriting and maintaining a personal book of business, responsibilities include the management and development of underwriting staff, the development of new producers and products along with the servicing and development of current production sources and special project as directed by the President.

November 1998 to April 2009

LAMBIN INSURANCE SERVICES -Minden, NV - President

Managed the day-to-date operations and growth of a Managing General Agency. Personally oversaw all underwriting aspects of the agency, the development of personnel as well as the strategic diversification of the agency. Obtained support of various insurance companies and reinsurance partners for writing programs focused on primary products liability, contractors liability, architects and engineers E&O, contractors operating within the oilfield, umbrella liability in excess of our own primary placements and property coverage related to our other casualty placements. Gross written premiums over a ten year period ran between \$10 to \$35,000,000 annually. Loss ratios were below 50% on all lines.

January 1995 to November 1998

INNOVATIVE INSURANCE SOLUTIONS-Minden, NV - Vice President - Underwriting Manager

Managing General Agency, which operated on a national level from a single office in Minden NV. Responsibilities include managing and production of casualty business on a primary basis. Obtaining support of fronting companies and reinsurance. The development of new producers and products along with the servicing and development of current producers. Also responsible for the management and development of the underwriting department along with the support staff.

October 1988 to January 1995

ALPINE INSURANCE COMPANY, Chicago, IL - Assistant Vice President - Casualty Manager

Branch office of an excess and surplus lines carrier, which operated on a national level out of two offices. Responsibility included the management and underwriting of casualty, property as well as

architects and engineers professional accounts, and programs for security guards and loggers on a primary basis. The development of new producers along with the servicing and development of existing producers. Duties also included the management and development of the underwriting department and its support staff. Personally wrote in excess of \$35,000,000 in gross written premium while maintaining a loss ratio of 32.5%

January 1987 to October 1988

SWETT & CRAWFORD GROUP, Los Angeles, CA and Chicago, IL - Assistant Vice President - National Marketing Division

National excess and surplus lines brokerage with 53 offices nationwide. Re-opened the Chicago branch for the division. Responsible for placing accounts and programs for the various branch offices, adding expertise and market access to accounts of significant importance to the individual branch. Developed a direct book of business with agents in the Midwest.

Specializing in product liability, general liability, architects and engineers professional property and D&O placements. Aiding in sales calls, target marketing and developed programs for Swett & Crawford branches in the Midwest for security guards and medical technicians. Spoke at various agents meetings on selecting the appropriate wholesaler.

March 1985 to January 1987

MONTGOMERY & COLLINS - Los Angeles, CA - Home Office Underwriting Manager

Excess and surplus lines brokerage with 20 offices nationwide, having 50% of its bookings placed through in-house facilities. Responsible for the management of the Pacific Employers umbrella and excess liability facility and the Royal Belge Primary Products and General Liability facility. Providing assistance and guidance as needed to the branch offices, and monitoring compliance with standards for procedures, establishing their first set of underwriting guidelines while reducing their list of approved reinsurance companies from six pages to a total of sixteen companies. At the same time we took the gross written premium from \$35,000,000 to \$150,000,000 while reducing loss ratio and uncollectible reinsurance by 50%. Supervised the underwriting of all accounts written in the United States for the Royal Belge Incendie Reassurance Company, as a captive underwriting facility for the M&C branch offices. Managing a staff of twenty underwriters and assistants for the monitoring, auditing and reporting of production through both facilities.

August 1983 to March 1985

TRANSPORT INDEMINTY - Chicago, IL and Los Angeles, CA - Casualty Manager, Special Risks

Branch office of the excess and surplus lines department of a medium sized specialty carrier. Developed a market plan which quadrupled the active producers available to the Chicago branch within the 33 state region, with no one producer amounting to more than 20% of the branch's annual premium volume. Underwrote extremely heavy excess environmental impairment and asbestos removal, hospital, chemical and trucking accounts along with a book of very basic umbrella and products to offset the more hazardous lines.

February 1981 to August 1983

ALLSTATE INSURANCE COMPANY- Chicago, IL - Facultative Casualty Underwriter-
Reinsurance Division

Branch office of a national reinsurance company assuming facultative reinsurance from producers located in the Midwest. Developed sources of business both directly and through intermediaries. Underwriting facultative casualty, errors and omissions, and accounts of various size and complexity. I was also involved with the underwriting and management of selected semi-automatic programs within the logging industry, grain storage, security guards, and the oilfield which had both property and casualty elements.

January 1979 to February 1981

HOME INSURANCE COMPANY- Chicago, IL - Excess Lines Underwriter

Branch office of the excess lines department of a national insurance company. Responsible for the underwriting of umbrella and excess liability for accounts located in the mid-west.

March 1977 to January 1979

PRUDENTIAL PROPERTY & CASUALTY - Oak Brook, IL - Liability Claims Representative

Branch claims office for a national insurance company. Settled property and casualty claims in the states of Illinois, Indiana and Wisconsin.

EDUCATION

March 1977 University of Illinois
 B.A., Business Administration
 Majors in Finance and Economics

June 1982 Illinois Institute of Technology
 Chicago Kent College of Law

September 1987 Dale Carnegie Sales Course

Seminars Michael Leboeuf -Time Management
 Roger Dawson -Negotiating
 Brian Tracy -Closing a Sale
 Tom Peters- In Search of Excellence
 Bert Deck -Public Speaking
 Swett University -Target Selling / Producer Management

Associations	Mensa International Toastmaster International Free Arts Clinic for Abused Children Alliance Against Intoxicated Motorists American Youth Soccer Association Assistant Scout Master for Boy Scouts of America Shooting Sports Instructor for Douglas County 4-H
Past Corporate Affiliation	Member of the Board of Directors for NationsBuilders Insurance Services Inc Member of the Board of Directors for Southwest Casualty Insurance Co Inc Member of the Board of Directors for ProBuilders Specialty Insurance Co Inc RRG

Profile

Margaret

First Name

Green-wilson

Last Name

Middle Initial

pgwilson7@charter.net

Email Address

1846 Divot Road

Street Address

Suite or Apt

Carson City

City

NV

State

89701

Postal Code

Home: (775) 882-1728

Primary Phone

Mobile: (775) 220-0047

Alternate Phone

Which Boards would you like to apply for?

Redevelopment Authority Citizens Committee: Submitted

Question applies to Redevelopment Authority Citizens Committee

Redeloment Areas 1 & 2

Citizen-at-Large

Question applies to multiple boards

Why would you like to serve on this Board/Committee/Commission?

I am interested in Carson City's future, which must include Redevelopment and measured growth.

Question applies to multiple boards

Are you currently a registered voter in Carson City?

Yes No

Question applies to multiple boards

Are you currently a member on any other Carson City Board, Committee or Commission?

Yes No

Question applies to multiple boards

If yes, please list:

Board of Equalization

Question applies to multiple boards

Term expiration:

none

Conflict of Interest

Question applies to multiple boards

Within the past twelve (12) months, have you been employed by Carson City (including as an elected official)?

Yes No

Question applies to multiple boards

Do you currently have a contract with Carson City for services/good?

Yes No

Question applies to multiple boards

If yes, please provide contract details:

Question applies to multiple boards

Have you been convicted of a felony, domestic violence or gross misdemeanor involving moral turpitude (conduct contrary to community standards of justice, honesty and good morals)?

Yes No

Education

College, Professional, Vocational or Other Schools attended:

University of the Pacific Stockton, Ca. Chabot Jr. College Hayward, CA. CA. Real Estate License, Inactive

Major Subject:

MicroBiology, Liberal Arts, Pharmacy

Degree Conferred:

BA Liberal Arts, Biology Minor AA Liberal Arts, Psychology Minor

Briefly describe the qualifications you possess which you feel would be an asset to this Board/Committee/Commission:

I have lived in Carson City for the last 17 years, and am very interested in and capable of understanding the laws, commission reports and plans in place now and in the future.

List the community organizations in which you have participated and describe participation:

VFW Auxiliary Carson City ,NV. Secretary since 2016, Fund Raising, Youth Activities Chair Volunteer at the Nevada State Museum since 2006 , Newsletter, Docent, Museum Store. RMEF Banquet Sales.

List your affiliation with professional or technical societies: *if required for the position.

Declaration to Accept Terms & Conditions

I understand that my submitted application is considered public information. I understand the Board of Supervisors may require a pre-appointment background check for any position if deemed warranted.

I hereby declare that all statements given by me on this form are truthful and complete to the best of my knowledge.

I have read and understand the Carson City's Boards, Committees and Commissions Policies and Procedures.

I Agree *

Profile

Lee Kennedy
First Name Middle Initial Last Name

leekennedy@nuggetcasinos.com
Email Address

2811 S Carson St
Street Address Suite or Apt

Carson City NV 89701
City State Postal Code

Home: (775) 230-6494
Primary Phone Alternate Phone

Which Boards would you like to apply for?

Redevelopment Authority Citizens Committee: Submitted

Question applies to Redevelopment Authority Citizens Committee

Redevelopment Areas 1 & 2

Business Operator or Property Owner Redevelopment Area 2

Question applies to multiple boards

Why would you like to serve on this Board/Committee/Commission?

I am very interested in serving our community again. I served on the RACC committee from 2017 - 2018 and during that time I believe the RACC committee did incredible work to improve our city. I would love the opportunity to serve again.

Question applies to multiple boards

Are you currently a registered voter in Carson City?

Yes No

Question applies to multiple boards

Are you currently a member on any other Carson City Board, Committee or Commission?

Yes No

Question applies to multiple boards

If yes, please list:

Question applies to multiple boards

Term expiration:

Conflict of Interest

Question applies to multiple boards

Within the past twelve (12) months, have you been employed by Carson City (including as an elected official)?

Yes No

Question applies to multiple boards

Do you currently have a contract with Carson City for services/good?

Yes No

Question applies to multiple boards

If yes, please provide contract details:

Question applies to multiple boards

Have you been convicted of a felony, domestic violence or gross misdemeanor involving moral turpitude (conduct contrary to community standards of justice, honesty and good morals)?

Yes No

Education

College, Professional, Vocational or Other Schools attended:

WNC

Major Subject:

Political Science

Degree Conferred:

Briefly describe the qualifications you possess which you feel would be an asset to this Board/Committee/Commission:

Since 2003, I have run several Carson City businesses both within the Redevelopment districts and outside the districts. Carson City has been my home for more than 22 years and I am dedicated to making Carson City a better home for everyone. **2003 - 2015 I was the Director of Marketing and Director of Food and Beverage for SlotWorld casino. **2015 - 2018 I was the General Manager of Max Casino. During that time I led the brand change from Carson Station to Max Casino as well as leading the effort to bring Black Bear Diner to Carson City. (I served on the RACC committee during this time) **2018 - 2020 I was the Director of Operations for Port of Subs Restaurants chain. I was responsible for 140 units across 7 states. (This job required me to resign my seat on the RACC committee) **2020 - Pres...I currently work for the ownership of the New Lucky Strike Casino. I led the construction and currently run that operation which is in Redevelopment 2. My experience on the RACC committee, my tenure as business operator in Carson City as well as my dedication to this city I believe will make me an asset to the RACC committee for the current term. Thank you

List the community organizations in which you have participated and describe participation:

RACC Committee - 2017 - 2018 Boy Scouts of America - Unit Commissioner 2009 - 2016 - I was a Unit Commissioner as well as a Scout Master during these years. As a Unit Commissioner, I helped facilitate direction and policy for the Troops and Packs from Carson City to Dayton.

List your affiliation with professional or technical societies: *if required for the position.

Upload a Resume

Declaration to Accept Terms & Conditions

I understand that my submitted application is considered public information. I understand the Board of Supervisors may require a pre-appointment background check for any position if deemed warranted.

I hereby declare that all statements given by me on this form are truthful and complete to the best of my knowledge.

I have read and understand the Carson City's Boards, Committees and Commissions Policies and Procedures.

I Agree *

LEE KENNEDY

805 Rolando Way • Carson City, Nevada 89701

775.230.6494 • lee@dunrovenmedia.com

OPERATIONS DIRECTOR

Proven executive with over 20 years of F&B operational experience, led multiple hospitality locations to increased sales and profits surpassing corporate expectations. Aptitude building business relationships, sales training, and leading teams of management and hourly employees. Track record of driving sales, analyzing operations, markets, player tracking, auditing and competition to target areas for growth and improvement. Skilled at administering finances, P&L, contracts, and budgets with timeliness and accuracy.

Areas of Expertise

- Food and Beverage Operations Management • Market & Operational Analysis • Marketing & Promotional Plans • Financial Management • Training & Development
 - Performance Turnaround • Staff Recruiting & Retention • Client Relations & Satisfaction
 - Revenue Increases • Cost Reduction • Regulatory & Safety Compliance • Vendor Negotiation
 - Project Management • Strategic Thinking • Organizational Change • Effective Merchandising
-

PROFESSIONAL EXPERIENCE

STILLWATER GAMING (LUCKY STRIKE CASINO) – CARSON CITY, NEVADA • 2020 – Pres Area Manager

PORT OF SUBS – Reno, Nevada • 2018 to 2020

Director of Operations

Currently responsible - Marketing, Sales and Operations of 140 QSR restaurants that cover 7 states. (NV, CA, AZ, WA, ID, UT and OR)

Develop Local store marketing, Co-Op Marketing and National Marketing incentives to drives top line sales. Responsible – directing operations of 140 units to maximize profitability.

MAX Casino & Wyndham Garden Hotel – Carson City, Nevada • 2015 to 2018

General Manager

Coach and lead 8 department managers and 115 total employees in all operations in order to surpass performance targets for profitability and guest service/satisfaction. Design and deploy marketing strategies, campaigns, and platforms. Administer operational cost controls and P&L to achieve optimum efficiency. Negotiate vendor contracts and oversee construction and renovation projects. Recruit, train, and evaluate personnel teams for ideal morale and retention. Develop and implement policies, processes, and goals.

Specific Achievements:

- Created and executed a 90-day repositioning and rebranding to turn around market share and generate first sales growth in 4 years.

- Developing and executing community outreach programs that helped facilitate recruitment and drive sales

SLOTWORLD INC. – Carson City, Nevada • 2003 to 2015

Director of Marketing / Director of F & B

Marketing Director - Analyzed markets and trends to create sales campaigns and materials that resulted in 10% overall growth. Provided strategic marketing & sales plans and budgets. Drove public/media relations and marketing communications.

F&B Director - Hired, educated, motivated, Orchestrated all aspects of 3 separate multimillion-dollar F&B operations. Coordinated vendor sourcing and inventory procurement. Prepared new menus and services. Handled finances, expense reduction, and P&L oversight. Delivered reporting for Board of Directors and ownership.

DUN ROVEN MEDIA – Carson City, Nevada • 1998 to 2003

Owner

- Directed business for company providing live entertainment booking to casinos. Oversaw sales, marketing, and client development and negotiations.

EDUCATION & CERTIFICATION

Certified ServSafe Trainer
 TIPS Alcohol Training Instructor
 Service Profit Chain
 Creating Sales / Profitability
 Creating Outstanding Customer Relationships
 Effective Leadership
 Selecting Talent
 Communicating with Employees
 Legal Liability
 Sexual Harassment Awareness
 Time Management

Western Nevada College
Business & Marketing Studies
 Served in 2005 Nevada legislative session

****NGCB Key Gaming License**

COMPUTER SKILLS

Microsoft Office Suite, Adobe Creative Suite, Aloha & MICROS POS, OASIS, ACRES

Profile

Richard

First Name

Nagel

Middle Initial

Last Name

riconagel@gmail.com

Email Address

312 Tahoe Drive

Street Address

Suite or Apt

Carson City

City

NV

State

89703

Postal Code

Mobile: (775) 434-9231

Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Redevelopment Authority Citizens Committee: Submitted

Question applies to Redevelopment Authority Citizens Committee

Redevelopment Areas 1 & 2 Citizen-at-Large

Question applies to multiple boards

Why would you like to serve on this Board/Committee/Commission?

As a resident of Carson City, I would like to part of this committee to implement ways to build our community and preserve our quality of life through a shared vision and achievable goals. Many opportunities in arts, entertainment, sports and small business are already in place but we can leverage additional opportunities to increase property values, preserve jobs and maintain the quality of life for our families. I worked as a pro-bono consultant with Scoops and Gather through the Adams Hub Innovation Center to improve their business model in the downtown area. I have started and operated small businesses in the US and Sweden and can bring the same expertise and care to the success in the redevelopment of Carson City.

Question applies to multiple boards

Are you currently a registered voter in Carson City? Yes No

Question applies to multiple boards

Are you currently a member on any other Carson City Board, Committee or Commission? Yes No

Question applies to multiple boards

If yes, please list:

Question applies to multiple boards

Term expiration:

Conflict of Interest

Question applies to multiple boards

Within the past twelve (12) months, have you been employed by Carson City (including as an elected official)?

Yes No

Question applies to multiple boards

Do you currently have a contract with Carson City for services/good?

Yes No

Question applies to multiple boards

If yes, please provide contract details:

Question applies to multiple boards

Have you been convicted of a felony, domestic violence or gross misdemeanor involving moral turpitude (conduct contrary to community standards of justice, honesty and good morals)?

Yes No

Education

College, Professional, Vocational or Other Schools attended:

Sous Chef Training Program, Sheraton, San Diego, CA; Culinary Institute of America, Napa Valley, CA; Merritt College, Oakland, CA, Mesa College, San Diego, CA

Major Subject:

Sous Chef Training, ServSafe Certification, Nutrition, Sanitation & Safety, Food Production Systems, Supervision and Training, Management

Degree Conferred:

6 credits shy of certified dietary manager certification

Briefly describe the qualifications you possess which you feel would be an asset to this Board/Committee/Commission:

For three years in a row, I planned and delivered the food services for the Boys and Girls Clubs of San Diego fund raising events. So I am very comfortable with community outreach and special events. As the owner and manager of small businesses in the US and Sweden, I understand the challenges of start-ups as well as delivering on required profitability, customer service and operational excellence metrics of Fortune 500 companies. At the Zuckerberg San Francisco General Hospital I managed an operations budget of \$10M per year, with metrics on client satisfaction, food and labor costs. I frequently participate in Chamber of Commerce events to familiarize myself with small businesses around town including attending new business members introductions in the City. I understand that we need to develop active and unique sites that will become destination hubs that are safe, welcoming and experience rich. The redevelopment committee can help the city to achieve this goal.

List the community organizations in which you have participated and describe participation:

After coming to Carson City in 2017, I have participated in church events and grassroots organization to maintain the quality of life in our community. Here are some of the recent activities: Volunteer Sheriff-customer service. Volunteer at Green House Garden Project - Managed database and weekly reporting Poll Worker 2022 primary and general election Graduate of Carson City's Citizen Academy, sponsored by the Carson City Sheriffs department. Participated in School board, Board of supervisors and planning commission meetings.

List your affiliation with professional or technical societies: *if required for the position.

N/A

[Upload a Resume](#)

Declaration to Accept Terms & Conditions

I understand that my submitted application is considered public information. I understand the Board of Supervisors may require a pre-appointment background check for any position if deemed warranted.

I hereby declare that all statements given by me on this form are truthful and complete to the best of my knowledge.

I have read and understand the Carson City's Boards, Committees and Commissions Policies and Procedures.

I Agree *

Biography of Richard Nagel

Retired, resident in Carson City since 2017

I moved to Carson City in 2017. I felt that it was a privilege to be among people of traditional values, respectful of each other, impressed with their generosity and their deep desire to make things better for everyone. I felt that my community involvement was the only way to preserve all that I liked about Carson City.

I have been a community volunteer in Carson City for the last 5 years ranging from sheriff volunteer election poll worker, consultant for entrepreneurial small business owners in restaurants and retail stores in Carson City, reporting analyst for Greenhouse Garden Project, researcher/communicator of senate and assembly bill information to interested community members in the Quad counties and finally, participation at Legislative committees, School Board and Carson Boards and Commissions.

Concurrent with my volunteering work, I was a Customer Service Representative for FEMA, helping families to restart their lives after nationally declared emergencies in Texas and Puerto Rico and Instructor/Cook for the Veterans Hospital in Reno until 2020.

I have a documented career of leading teams in high volume and deadline driven environments to produce results. I was recognized for these efforts from Sharp Chula Medical Center, FEMA, Veterans Affairs Reno, TV's Good Morning America and Fortune 500 companies such as Coremark International and Sodexo. Integral to my success was my ability to multi-task collaboratively, prioritization to bring quality service to clients while managing the bottom-line financial results.

I intend to bring the same vigor and energy to this volunteer position of the Citizen-At-Large in the Redevelopment Committee. Contributing to retain Carson City as an attractive place to live, work and play would be my goal.

I thank you for your consideration.

Richard Nagel

EXECUTIVE CHEF/MANAGEMENT, CHEF OWNER (RETIRED)

Results oriented leader with over 30 years of culinary & operations expertise with an exceptional track record of leadership in prestigious hotels, residential and healthcare facilities.

- **Key strengths include:**
 - Hire, train, develop union and company staff for food services and kitchen production
 - Creating quality dining experience for Guests, residents, patients and retail operations
 - Plan, budget and execute menus for scheduled meals, Chef demos, on/off site catering events
 - Standardize recipe production, inventory rotation, purchasing, and budget controls
 - Client and employee satisfaction using active listening and problem solving
 - Provide HACCP, culinary techniques and in-service training for staff
 - Team building, scheduling, performance management of all kitchen and serving staff

- **Experience at leading companies** in the food service industry including:
 - Upscale hotel and restaurant catering, upscale retirement residential living, hospital and acute care unit food services
 - US and International culinary experience

- **Certifications**
 - Sous Chef Training Program, Sheraton, San Diego, CA
 - Mediterranean Cooking, Culinary Institute of America, Napa Valley, CA
 - ServSafe Certification, American National Standards Institute
 - Completed 5 college level nutrition classes (Nutrition, Nutrition & Disease, Sanitation & Safety, Food Production Systems, Supervision & Training), Merit College, Oakland, CA
 - Management, Mesa College, San Diego, CA

- **Recognition**
 - TV's Good Morning America for creating a line of desserts for diabetic patients
 - Employee of the Month Sharp Chula Vista Medical Center

- **Relocated to Carson City, Nevada, October 2017**

PROFESSIONAL EXPERIENCE IN NEVADA

<p>Carson City Community Volunteer as needed Election poll worker, author Legislative updates and testimonials at Board and Commissions; pro-bono consultant to entrepreneurs in restaurant start-ups and retail food stores; sheriff volunteer</p>	<p>Current</p>
<p>Veterans Health Administration, Reno, NV, Culinary Instructor, Cook</p>	<p>2018 - 2020</p>
<p>The Greenhouse Project, Carson City, NV, Administrative Assistant Volunteer</p>	<p>2018 – 2018</p>
<p>Federal Emergency Management Agency (FEMA), Carson City, NV Customer Service Representative Disaster Assistance Post Presidential-declared disaster throughout US and Territories</p>	<p>2017 - 2017</p>

PROFESSIONAL EXPERIENCE IN CALIFORNIA

ZUCKERBERG SAN FRANCISCO GENERAL HOSPITAL, CA, Food Services Supervisor	2016-2017
Operated by the City and County of San Francisco, it is recognized as one of the nation's top trauma hospital, servicing 100,000 patients each year with inpatient, outpatient, emergency, diagnostic and psychiatry services	
CORK-MARK INTERNATIONAL, San Francisco, CA, Merchandiser / Student at College	2017-2017
Largest national distributor of retail convenience merchandise	
ZUCKERBERG SAN FRANCISCO GENERAL HOSPITAL CONTRACT, CA, Executive Chef	2013-2014
SODEXO, CHANNING HOUSE CONTRACT, Palo Alto, CA, Executive Chef	2009-2013
Upscale retirement community of 250 residents with full-service restaurant, buffet, patient care and banquet services	
CONTRACT CHEF, OWNER/MANAGER, Sweden, Contract Chef, Restaurant Owner/Manager	2007-2009
Owned and managed restaurant with 5 staff at Langvindsbruk, Sweden Full service dining restaurant, patisserie of traditional hot & cold Swedish desserts, Gondolen, Stockholm, Sweden	

EARLY PROFESSIONAL CAREER

SODEXHO, SHARPCHULA VISTA MEDICAL CENTER, San Diego, CA, Executive Chef
MARRIOTT, SHARP MEMORIAL HOSPITAL, San Diego, CA, Executive Sous Chef
SHERATON FOUR POINT HOTEL, San Diego, CA, Executive Chef
SHERATON HARBOR ISLAND EAST & WEST, San Diego, CA, Sous Chef
NEW ENGLAND BAKE SHOP Inc, Waltham MA, Co- owner
APLEYS RESTAURANT, SHERATON, Boston, MA, Garde Manager
33 DUNSTER STREET RESTAURANT, Boston MA, Sous Chef

Profile

Ashley

First Name

R

Middle Initial

Ackerman

Last Name

ashley@nevadapremier.com

Email Address

2808 Menlo Drive

Street Address

Apt 14

Suite or Apt

Carson City

City

NV

State

89701

Postal Code

Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Redevelopment Authority Citizens Committee: Submitted

Question applies to Redevelopment Authority Citizens Committee

Redevelopment Areas 1 & 2 Citizen at Large

Question applies to multiple boards

Why would you like to serve on this Board/Committee/Commission?

I'm a 3rd generation Nevadan. I'm now a Realtor and Property Manager in Carson City. I was raised in this town and have seen many businesses come and go. I take a particular interest in the Ormsby House which is why I chose Area 1. I remember watching the fireworks from the Ormsby House as a child. I have truly awaited the day for the building to be restored and become the heart of Carson City once again. Home truly means Nevada to me, and I have been looking for an opportunity to get more involved with Carson and help out in a way that matters. I believe with my knowledge in Real Estate and the town itself that this would be a suitable committee for me to begin in.

Question applies to multiple boards

Are you currently a registered voter in Carson City? Yes No

Question applies to multiple boards

Are you currently a member on any other Carson City Board, Committee or Commission? Yes No

Question applies to multiple boards

If yes, please list:

Question applies to multiple boards

Term expiration:

Conflict of Interest

Question applies to multiple boards

Within the past twelve (12) months, have you been employed by Carson City (including as an elected official)?

Yes No

Question applies to multiple boards

Do you currently have a contract with Carson City for services/good?

Yes No

Question applies to multiple boards

If yes, please provide contract details:

Question applies to multiple boards

Have you been convicted of a felony, domestic violence or gross misdemeanor involving moral turpitude (conduct contrary to community standards of justice, honesty and good morals)?

Yes No

Education

College, Professional, Vocational or Other Schools attended:

54 college credits at WNC Key Realty for Real Estate Licensing

Major Subject:

Nursing Real Estate

Degree Conferred:

Highschool Diploma- I was 6 credits shy of my associates degree when I changed career paths

Briefly describe the qualifications you possess which you feel would be an asset to this Board/Committee/Commission:

I have just under 2 years of Real Estate experience which makes me conscientious as far as development goes. I have little qualifications as I am just starting out, but I am a hard worker who pays attention to detail. I have the foresight to see a problem before it takes place. My father raised me in construction, and I have always taken interest in developments from the ground up. Anyone who has ever had me work for them can tell you that any experience I lack, I make up for in grit. I can be trained to do anything.

List the community organizations in which you have participated and describe participation:

SYFL- Sierra Youth Football League - equipment manager, admission ticket sales, merchandise sales, food sales FISH- Various Food Drives throughout the years for the holiday seasons Toys for Tots- Manage the Toys for Tots event at my company Nevada Premier Properties

List your affiliation with professional or technical societies: *if required for the position.

Upload a Resume

Declaration to Accept Terms & Conditions

I understand that my submitted application is considered public information. I understand the Board of Supervisors may require a pre-appointment background check for any position if deemed warranted.

I hereby declare that all statements given by me on this form are truthful and complete to the best of my knowledge.

I have read and understand the Carson City's Boards, Committees and Commissions Policies and Procedures.

I Agree *

Ashley Raven Ackerman

2808 Menlo Drive Carson City, NV, 89701

Cell: (775) 720-4171 Email: ashley@nevadapremier.com

PROFESSIONAL SUMMARY

Accomplished and energetic worker with a solid history of achievement in sales and customer service. Motivated leader with strong organizational and prioritization abilities. Areas of expertise include people skills, time efficiency and attention to detail.

SKILLS

- Time Management
- Organization
- Negotiation
- Speaking
- Mathematics
- Creative Thinking
- Customer Service
- Active Learning
- Computers and Electronics
- Patience
- Maintenance

WORK EXPERIENCE

Triple Seven Treasures

Manager

Carson City, NV 89703

(775) 220-1019

July 13th 2013- January 5th 2016

- Run small business three to five times a week. Open shop and close.
- Greet customers and discuss what they are looking for in shop, and provide them with advice as to what they should purchase.
- Work with customers on negotiating prices and consigning pieces in the shop.
- Prepare sales contracts and perform the cashier process by handling cash or credit cards.
- Arrange a delivery date for larger pieces and assist in delivery of merchandise and restocking within the shop.
- Maintain sales record for inventory control.

- Contact customers if a piece comes in that they were inquiring about.
- Manage customers refunds and returns.

Wally's Pizza and Subs

Crew

Carson City, NV 89701

(775) 883-2608

April 14th 2015-July 25th 2015

August 1st 2016- June 18th 2017

- Work front register and take phone calls
- Prepare food including chicken wings, sub sandwiches, and pizza
- Deliver food to customers throughout Carson City

Promenade on the River Senior Resort

Server

Reno, NV, 89501

(775) 786-8853

December 1st 2015-July 31st 2016

June 18th 2017- October 31st 2017

- Bus and wait tables at a senior resort
- Cook breakfast to order for 40-50 residents
- Set dining room to five star satisfaction
- Provide residents with 5-star service
- Set up and manage a buffet every weekend
- Wait up to eight tables for lunch with soup, salad, entree and dessert

Menlo Manor Apartment Complex

Maintenance and Assistant Manager

Carson City, NV, 89703

(775) 841-1490

November 1st 2017- Present

- Clean out apartments once vacated
- Paint apartments
- Repair and maintain appliances and plumbing in all units
- Remove and Replace flooring
- Live on site and ensure the safety of all tenants
- Landscaping
- List rental ads and interview applicants
- Write up lease and complete paperwork with new tenants

- Complete walk-thru checklists for tenants coming and leaving
- Perform accounts receivable on monthly rent for the building
- Bank deposits and petty cash reports
- Run pool in the summer
- Maintain an open line of communication for tenants in 34 units
-

Nevada Premier Properties

Realtor/ Property Manager

Carson city, NV 89706

(775) 883-2290

July 1st 2021 to Current

- Manage and Maintain 2 large apartment complexes and multiple smaller dwellings adding up to 162 doors
- Coordinate repairs with tenants
- Tenant Screening and Placement
- Monthly budget forecasting for each owner
- Coordinate move outs
- Eviction proceedings
- Rent collection
- Oversee large remodels and building work
- Maintain website for the company
- Perform Real Estate deals
- Maintain an open line of communication with all my tenants and owners

REDEVELOPMENT AUTHORITY CITIZENS COMMITTEE
BYLAWS

I. GENERAL POLICIES AND PROCEDURES

A. Redevelopment Authority Citizens Committee established.

1. Appointment and terms of members.

- a. The Board of Supervisors and Redevelopment Authority shall appoint no more than seven citizens to serve on the Citizens Committee.
- b. The Committee shall be comprised of seven members, including: a member of the Redevelopment Authority as appointed by the Authority; two representatives each from Redevelopment Areas 1 and 2 who are either a business operator or property owner within that area; and two citizens at large with qualifications as may be further detailed in the most current resolution establishing the Committee approved by the Board of Supervisors.
- c. Members of the Redevelopment Authority Citizens Committee shall be residents and active registered voters of Carson City.
- d. The Board of Supervisors and Redevelopment Authority may appoint individuals from the financial community to be advisors to the Redevelopment Authority Citizens Committee.
- e. Every member of the Committee shall be appointed for a three-year term which shall expire on January 1, or until a replacement is named. Appointments to the Committee will be made on a staggered-year basis. Except for the Redevelopment Authority member, Committee members may only serve four full three-year terms on the Committee

2. Committee authorization.

The Redevelopment Authority Citizens Committee shall advise the Carson City Redevelopment Authority regarding the Redevelopment Incentives Program and other duties as authorized by the Board of Supervisors.

3. Service without compensation, removal, vacancies.

- a. All members of the Redevelopment Authority Citizens Committee shall serve without compensation.

- b. Citizen members may be removed after public hearing, by a majority vote of the Board of Supervisors, for inefficiency, neglect of duty, malfeasance of office or non-attendance at regular meetings. Vacancies that occur other than through the expiration of a term shall be filled for the unexpired term.

4. Board of Supervisors' Policies and Procedures.

The Redevelopment Authority Citizens Committee shall be subject to the Board of Supervisors' Policies and Procedures for Boards, Committees, and Commissions, as may be amended, incorporated into these bylaws by reference.

B. Ethics of the Committee Members.

1. Conflict of interest.

- a. All Members must avoid any conflict of interest. No individual may use an official position to gain personal advantage. If a Member concludes that they have a conflict of interest or an appearance of fairness issue with respect to a matter pending before Committee, they must disqualify themselves from participating in the deliberations and decision-making process for the matter under consideration. A Member so disqualifying himself or herself shall have no personal presence before or direct communication with the other members regarding the matter at issue. Failure of a Member to disclose that he or she has a conflict of interest on a matter under consideration by the Committee may be cause for removal from the Committee.
- b. No member shall participate in, take action, cast a vote or lobby other members in relation to any project or proposal before the Committee that relates to a property, business, or other venture in which the member has a financial or vested interest.
- c. The policy of the Committee is that the appearance of a conflict of interest is as prejudicial in nature for the credibility of the Redevelopment Authority Citizens Committee and the City as an actual conflict of interest. Members, on behalf of the good of the Committee and to maintain its public credibility, shall utilize discretion and judgment and should disclose the appearance of or actual conflict.
- d. In the event of a pending matter for which a member wishes to be disqualified, the policy of the Committee shall be that if it is an actual conflict of interest as described in I. B. 1. b., the member shall leave the dais and the meeting room until the matter has been decided. If the matter is an appearance of conflict of interest, the

member may, using his or her judgment, remain at the dais or step down to the floor, and announce prior to the opening of the public hearing that he or she will be abstaining from this matter.

- e. A member convicted of a felony, domestic violence or gross misdemeanor involving moral turpitude shall resign from the Committee within 30 days of the conviction.

2. Discretion.

Members shall be discreet in the discussion of pending matters outside of the meeting forum. No commitments or prejudicial comments shall be made prior to a public hearing in advance of any official action.

C. Public meetings and records.

- 1. Regular meetings of the Committee shall be open to the public and subject to the provisions of the Nevada Open Meeting Law. In enacting NRS 241, the Nevada Legislature found and declared that all public bodies exist to aid in the conduct of the people's business. It is the intent of the law that public body actions be taken openly and that their deliberations be conducted openly. It is the responsibility of every Member to understand the requirements of the Open Meeting Law and to assure that they individually and the Committee as a whole operates within the letter and spirit of the law. Members are required to attend either the annual training course or the short course provided through the District Attorney's Office within twelve months of appointment.
- 2. The City shall provide a Secretary for each and every meeting of the Committee to act as a recorder, vote counter and to take roll.
- 3. The Committee may cause to be kept recordings of the meetings together with or separate from a minute record of the meetings containing each of the items before the Committee and the vote taken on each item.
- 4. Committee files shall be public documents, and shall be available for review by members or any member of the public within a reasonable period of time following a request to view such a document at the Office of Business Development.

D. Code of conduct.

It is expected that appointees to all City boards, committees and commissions shall conduct themselves in a manner befitting their position. Courtesy, honesty and respect for others are important attributes for all public servants whether appointed, elected or employed. Everyone who serves the City should treat others in a professional manner being mindful

of the fact that they are expected to represent and be accountable to the people they serve.

E. Lobbying.

Unless expressly authorized by the Board of Supervisors, no board, commission, or committee, or any member of a board, commission or committee shall engage in lobbying on legislative or political matters on behalf of the board, commission or committee of Carson City. Nothing in this policy precludes individual appointees from lobbying or providing information as a private citizen provided the appointee specifically clarifies that while he or she holds an appointed position, the appointee is acting in a private capacity and not in his or her capacity as an appointed member of a board, commission, or committee or on behalf of the City. In that regard, individual appointees should refrain from lobbying as a private citizen in a way that implies authority to speak on behalf of the City or the public body to which they are appointed.

II. MEETINGS OF THE COMMITTEE

A. Regular meetings.

1. Regular meetings shall be held on a quarterly basis at a time and date determined by the Chairperson or by a quorum of the Committee at a properly noticed meeting.
2. Special meetings may be called at any time by the Chairperson, or by a quorum of the Committee at a properly noticed meeting.
3. The Committee shall make every effort to hold meetings as expeditiously as possible after submittal of request.

B. Annual meeting for election of officer.

1. At its first meeting of each year, the Committee shall elect a Chairperson and Vice-Chairperson for the coming calendar year, or the Committee may elect replacements as vacancies occur.
2. The term of the Chairperson and Vice-Chairperson shall be one year. A Chairperson may serve no more than two consecutive years. A Member who serves as Chairperson for two consecutive years will qualify to be re-nominated for Chairperson after two or more years have passed since the Member last served as Chairperson.
3. The Redevelopment Authority member shall not serve as the Chairperson or Vice-Chairperson of the Committee.

C. Duties of the Chairperson.

1. The Chairperson shall be responsible for the conduct of all Committee meetings.
2. The Chairperson shall confer with the Director of the Office of Business Development or his/her designee on the matters scheduled for the agenda.
3. The Chairperson may request that items be calendared for a Committee meeting. If other Committee members wish to calendar an item, such request shall be made to the Chairman.
4. In the absence of the Chairperson, these duties shall be assumed by the Vice-Chairperson.

D. Attendance.

1. Members shall make a diligent effort to attend all meetings, arrive promptly, and be properly prepared to discuss the issues calendared for the meeting.
2. All Members shall attend at least 75 percent of all scheduled meetings in the preceding 12 month period, and shall exercise due diligence in attending special meetings, public hearings, workshops and/or study sessions. No differentiation is made between excused or unexcused absences of members.

E. Quorum.

1. A quorum shall be four members of the Committee.
2. To be considered an approved motion, a vote of a simple majority of the Committee present shall be required.
3. No quorum. If the Chairperson or liaison department staff is aware that a quorum will not be present at any time during the scheduled public meeting, the meeting shall be cancelled. When possible it shall be cancelled by providing email notice to any applicable notification list and posting the cancellation notice at the door of the noticed meeting location.
4. Late quorum. If it is reasonably believed that one or more members will arrive late to complete the quorum, the meeting may begin at its scheduled time, but the Chairperson may call for only non-action informational agenda items and public comment to be heard by the public body until a quorum is present. At any time after call to order and roll call, the Chairperson may call a recess until the quorum is present, or call an adjournment (without a vote) after providing for public comment if the quorum does not timely appear.

5. Loss of quorum. If for any reason during a public meeting that has been convened the Committee loses its quorum, the Chairperson may call for only non-action informational agenda items and public comment to be heard until a quorum is present. At any time after losing a quorum, the chairperson may call a recess until the quorum is present, or call an adjournment (without a vote) after providing for public comment if the quorum does not timely reappear.

F. Communications with the Redevelopment Authority and Board of Supervisors.

Expressions of the Committee's position, recommendation, or request for any action shall be in the form of a resolution, motion, or other written communication setting forth the reasons, facts, policies, and/or findings of the Committee supporting the communication and shall be directed to the Redevelopment Authority and the City Manager. It should be emphasized that when a Committee Member who is present at a Redevelopment Authority or Board of Supervisor's meeting is asked to address the Authority or Board on a matter within the scope of the Committee, the member should take care to represent the viewpoint of the Committee as a whole and to avoid expressing his or her personal opinion unless clearly stated as such.

-G. Resignation.

Any member may resign at any time by sending written notice of such resignation to the City Manager.

III. DUTIES OF THE COMMITTEE:

A. Responsibilities and authority.

1. The Committee shall have the responsibility and authority to review projects and make recommendations to the Redevelopment Authority and Board of Supervisors granting financial and other incentives, such as those delineated in the Carson City Redevelopment District Incentives Program.
2. The Committee shall grant these incentives based on adherence to the Carson City Development Standards and other criteria established by the Committee and approved by the Redevelopment Authority and Board of Supervisors.
3. The Committee shall have the authority to approve incentives established by the Redevelopment Authority and Board of Supervisors and delegated to the Committee.
4. The Committee shall work earnestly with the local banking institutions to encourage lending in the Redevelopment District.

5. The Committee may have other duties as authorized by the Board of Supervisors.

IV. AMENDMENT

An amendment to these bylaws requires an affirmative vote of two-thirds of the total Committee membership (five of seven Committee members) in order to pass. Amendments to these bylaws must be approved by the Redevelopment Authority to become effective.

V. REPORTS AND MEETING PACKETS:

A. Staff reports.

1. The Director of the Office of Business Development or his/her designee shall cause to be prepared reports of the Redevelopment Authority Citizens Committee for each item for which a public hearing is scheduled.
2. Each staff report shall be in the form and style as determined by the Director. At a minimum, the report shall recommend to the Committee the necessary findings required to consider an action on a project; recommend language for a motion supporting the proposed action; and recommend conditions to ensure conformance of the proposed project with City policy and regulations.

B. Submittal of materials with applications.

The policy of the Redevelopment Authority Citizens Committee is that staff will not schedule a matter before the Committee for decision until staff determines that all required information is submitted in a form and manner consistent with the policies of the Committee and City.

From: [Gina Lopez](#)
To: [Christie Overlay](#)
Cc: nnkastens@gmail.com; [Ronni Hannaman](#); [Lisa Schuette](#); bevitutto@icloud.com; [Court Cardinal](#); andi@andifant.com; [Hope Sullivan](#); [J. Daniel Yu](#); [Todd Reese](#); [Tamar Warren](#)
Subject: Re: 10.03.2022 RACC Agenda Packets
Date: Wednesday, November 16, 2022 10:58:34 AM
Attachments: [image001.png](#)

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

Hello everyone,

This is my formal resignation from the RACC Citizens Committee as I am relocating at the beginning of the year. Thank you for all your hard work to ensure a better future for the citizens of Carson City.

All my best,

Gina

On Thu, Sep 15, 2022 at 11:21 AM Christie Overlay <COverlay@carson.org> wrote:

Good morning everyone,

Please see below the link to the 10.03.2022 RACC Agenda. Additionally, your packets are available for pick up.

<https://www.carson.org/government/city-meetings-live-broadcast-and-archives/agendas/redevelopment-authority-citizens-committee-agendas-with-supporting-materials/2022-agenda-with-supporting-materials/10-03-2022-agenda-with-supporting-materials>

If you have any questions please let us know.

Thank you,

Christie Overlay

Community Development – Administrative Assistant

108 E. Proctor Street

775.887.2180

coverlay@carson.org

CD logo 4 blue



--

Gina Lopez

Executive Director



From: [Christie Overlay](#)
To: [Rachael Evanson](#)
Cc: [Hope Sullivan](#)
Subject: FW: January 2023 RACC Meeting
Date: Thursday, January 5, 2023 8:17:39 AM
Attachments: [image001.png](#)
[image001.png](#)
[image001.png](#)
[image001.png](#)

Rachael,

Andi has resigned from RACC, please see email below.

Thank you,

Christie Overlay

Community Development – Administrative Assistant
108 E. Proctor Street
775.887.7258
coverlay@carson.org



From: Andi Fant <andi@andifant.com>
Sent: Wednesday, January 4, 2023 8:11 PM
To: Christie Overlay <COverlay@carson.org>
Subject: Re: January 2023 RACC Meeting

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

Hey Christie I believe it was a two year term, not four, and saw that applications were opened for a citizen representative. So if it's four, yes I will be resigning. Thought is was only two.

Sent from my iPad

On Jan 4, 2023, at 11:50 AM, Christie Overlay <coverlay@carson.org> wrote:

Good afternoon Andi,

I have checked in with the City Managers office and your term does not expire until

2025. Are you resigning?

Thanks,

Christie Overlay

Community Development – Administrative Assistant

108 E. Proctor Street

775.887.7258

coverlay@carson.org



From: Andi Fant <andi@andifant.com>

Sent: Tuesday, January 3, 2023 8:39 PM

To: Christie Overlay <COverlay@carson.org>

Subject: Re: January 2023 RACC Meeting

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

Hey Christie, my term of service has ended.

I will not be applying for another terms.

Sent from my iPad

On Jan 3, 2023, at 1:50 PM, Christie Overlay <coverlay@carson.org> wrote:

Just sending a follow up to see if you will all be available for the February 6th RACC meeting date

Thanks,

Christie Overlay

Community Development – Administrative Assistant

108 E. Proctor Street

775.887.7258

coverlay@carson.org



From: Christie Overlay

Sent: Wednesday, December 21, 2022 3:45 PM

To: 'nnkastens@gmail.com' <nnkastens@gmail.com>; Lisa Schuette <lschuette@carson.org>; 'bevitutto@icloud.com' <bevitutto@icloud.com>; 'Court Cardinal' <cardinalc@casinofandango.com>; 'andi@andifant.com' <andi@andifant.com>

Cc: Hope Sullivan <HSullivan@carson.org>; J. Daniel Yu <JDYu@carson.org>; Todd Reese <TReese@carson.org>; Tamar Warren <TWarren@carson.org>

Subject: RE: January 2023 RACC Meeting

Good afternoon all,

It looks like we will not have a quorum for the January meeting. Could you please confirm your availability for Monday, February 6, 2023?

Thank you,

Christie Overlay

Community Development – Administrative Assistant

108 E. Proctor Street

775.887.7258

coverlay@carson.org



From: Christie Overlay

Sent: Tuesday, December 20, 2022 9:03 AM

To: nnkastens@gmail.com; Ronni Hannaman <director@carsoncitychamber.com>; Lisa Schuette <lschuette@carson.org>; bevitutto@icloud.com; Court Cardinal <cardinalc@casinofandango.com>; andi@andifant.com

Cc: Hope Sullivan <HSullivan@carson.org>; J. Daniel Yu <JDYu@carson.org>; Todd Reese <TReese@carson.org>; Tamar Warren <TWarren@carson.org>
Subject: January 2023 RACC Meeting

Good morning all,

I am reaching out to see if you all will be available for the January RACC meeting. The dates we have available are the following;

1. Tuesday, January 3, 2023
2. Wednesday, January 4, 2023

Please let me know if you are available for one or both!

Thank you,

Christie Overlay

Community Development – Administrative Assistant
108 E. Proctor Street
775.887.7258
coverlay@carson.org





STAFF REPORT

Report To: Redevelopment Authority

Meeting Date: February 2, 2023

Staff Contact: Sheri Russell-Benabou, Chief Financial Officer

Agenda Title: For Possible Action: Discussion and possible action regarding a resolution to augment and amend the Carson City Redevelopment Authority Fiscal Year 2022-2023 Budget in the amount of \$2,079,613. (Sheri Russell-Benabou, srussell@carson.org)

Staff Summary: The proposed augmentation and revision is primarily due to carryover of program costs from the prior year's budget, Redevelopment Authority actions and unanticipated sources of revenue.

Agenda Action: Resolution

Time Requested: 5 Minutes

Proposed Motion

I move to adopt Resolution No. _____.

Board's Strategic Goal

Efficient Government

Previous Action

N/A

Background/Issues & Analysis

Periodically, the budget is required to be augmented and revised. The attached augmentation and revision is primarily due to carryover of program costs from the prior year's budget, Redevelopment actions and unanticipated sources of revenue.

The proposed resolution must be approved by a majority vote of the Redevelopment Authority.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 354.598005

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Budget will be adjusted for all funds to adjust beginning fund balance for 2023 to match the audited actual fund balance at Fiscal Year ended June 30, 2022.

Is it currently budgeted? No

Explanation of Fiscal Impact: Funding sources consist of unanticipated revenues and fund balance. Please see attached.

Alternatives

Revise augmentation/revision and/or provide alternative direction to staff.

Attachments:

[Resolution to Augment Redevelopment Budget RDA Jan 2022.docx](#)

[Support - RDA AUGMENTATIONS.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

RESOLUTION NO. 2023-R _____

RESOLUTION TO AUGMENT AND AMEND THE FISCAL YEAR 2022-23 BUDGET
OF THE CARSON CITY REDEVELOPMENT AUTHORITY

WHEREAS, certain unanticipated sources of revenue and fund balance previously unbudgeted have become available to the Carson City Redevelopment Authority during fiscal year 2022-23 as follows:

Administrative Fund	
Fund Balance	\$ 83,564
Transfer In	(105,327)
	<u>(21,763)</u>
Revolving Fund	
Transfers In	\$ 344,779
Fund Balance	<u>1,517,145</u>
	1,861,924
Tax Increment Fund	
Fund Balance	<u>\$ 239,452</u>
TOTAL ALL FUNDS	<u>\$2,079,613</u>

NOW, THEREFORE, this Redevelopment Authority hereby resolves to augment the Carson City Redevelopment Authority Fiscal Year 2022-23 Budget by appropriating the amounts referenced above and by making such other budget amendments as have been determined necessary and in accordance with NRS 354.598005. Said budget augmentation and appropriation, as well as budget amendments are reflected on the schedules attached to this resolution and by reference are made a part hereof.

REDEVELOPMENT AUTHORITY

ADOPTED this _____ day of _____, 2023.

AYES: Member _____

NAYES: Member _____

ABSENT: Member _____

LORI BAGWELL, Mayor

ATTEST: _____

WILLIAM SCOTT HOEN, Clerk-Recorder

Explanation of augmentations
February 2023

Account #	Department	Description	Transfers	Additional Revenue	Fund Balance / Working Capital	Total Augment
<u>Redevelopment Admin Fund:</u>						
6027505-500687		Christmas Ornaments	\$ -	\$ -	\$ 1,237	\$ 1,237
6027505-500545		Membership	-	-	2,000	2,000
6027505-500353		Arts & Culture	(25,000)	-	-	(25,000)
6020091-481600		Redev: Tax Increment (Reduction)	25,000	(105,327)	80,327	-
			-	(105,327)	83,564	(21,763)
<u>Redevelopment Revolving Fund:</u>						
6037510-500555		Arts & Culture Events	-	-	25,000	25,000
6037510-501418		Downtown Entry Sign	-	-	25,000	25,000
6037510-501428		Park Signs	-	-	19,601	19,601
6037510-507010 - P301221006		Engine House Arc	-	-	246,996	246,996
6037510-507010 - P504607001		Bob Boldrick Theater	-	-	27,475	27,475
6037510-507010 - P504622003		Fuji Park Improvements	-	-	192,990	192,990
6037510-507010 - P751015003		3rd Street Project	-	-	65,643	65,643
6037510-507010 - P751020001		Curry Street Project 2021	-	-	52,599	52,599
6037510-507010 - P751020002		Sidewalk & ADA Improvements	-	-	200,000	200,000
6037510-507010 - P751021002		Appion Signal Construct	-	-	69,648	69,648
6037510-507010 - P751021003		RACC Sidewalks	-	344,779	79,459	424,238
6037510-507799		Undesignated Projects	-	-	512,734	512,734
			-	344,779	1,517,145	1,861,924
<u>Redevelopment Tax Increment Fund:</u>						
6047515-507269		Transfers Out - RDA Admin	-	-	(105,327)	(105,327)
6047515-507270		Transfers Out - Revolving	-	-	344,779	344,779
			-	-	239,452	239,452
		RDA TOTALS	\$ -	\$ 239,452	\$ 1,840,161	\$ 2,079,613

CARSON CITY REDEVELOPMENT AUTHORITY - ADMINISTRATIVE FUND	ORIGINAL FY 22-23 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	GRANTS	AMENDED BUDGET
REVENUES:					
INTERGOVERNMENTAL	-				-
MISCELLANEOUS	8,500				8,500
Total Revenues	8,500	-	-	-	8,500
EXPENDITURES:					
Community Support:					
Economic Development					
Salaries and wages	206,725				206,725
Employee benefits	88,434				88,434
Services & Supplies	255,940	(25,000)	3,237		234,177
Capital Outlay	-				-
Total Expenditures	551,099	(25,000)	3,237	-	529,336
OTHER FINANCE SOURCES (USES):					
Transfers In					
Tax Increment Fund	542,599	(25,000)	(80,327)		437,272
Transfers Out					
Group Medical Insurance					-
Total Other Sources (Uses)	542,599	(25,000)	(80,327)	-	437,272
Beginning Fund Balance	20,000		83,564		103,564
Ending Fund Balance	20,000	-	-	-	20,000

CARSON CITY REDEVELOPMENT AUTHORITY - REVOLVING FUND	ORIGINAL FY 22-23 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	GRANTS	AMENDED BUDGET
REVENUES:					
INTERGOVERNMENTAL	-				-
MISCELLANEOUS	10,000				10,000
Total Revenues	10,000	-	-	-	10,000
EXPENDITURES:					
Community Support:					
Economic Development					
Salaries and wages	-				-
Employee benefits	-				-
Services & Supplies	776,620		69,601		846,221
Capital Outlay	1,640,197		1,792,323		3,432,520
Total Expenditures	2,416,817	-	1,861,924	-	4,278,741
OTHER FINANCE SOURCES (USES):					
Transfers In					
Tax Increment Fund	2,406,817		344,779		2,751,596
Total Other Sources (Uses)	2,406,817	-	344,779	-	2,751,596
Beginning Fund Balance	100,000		1,517,145		1,617,145
Ending Fund Balance	100,000	-	-	-	100,000

CARSON CITY REDEVELOPMENT AUTHORITY - TAX INCREMENT FUND	ORIGINAL FY 22-23 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	GRANTS	AMENDED BUDGET
REVENUES:					
TAXES	2,934,416				2,934,416
INTERGOVERNMENTAL	-				-
MISCELLANEOUS	15,000				15,000
Total Revenues	2,949,416	-	-	-	2,949,416
EXPENDITURES:					
Debt Service					
Principal	-				-
Interest	-				-
Fiscal Charges	-				-
Bond Issuance Costs	-				-
Total Expenditures	-	-	-	-	-
OTHER FINANCE SOURCES (USES):					
Premium on Refunding Bonds	-				-
Refunding Bonds Issued	-				-
Payment to Refunded Bond Escrow					-
Operating Transfers Out					
Administrative Fund	(542,599)		105,327		(437,272)
Revolving Fund	(2,406,817)		(344,779)		(2,751,596)
Total Other Sources (Uses)	(2,949,416)	-	(239,452)	-	(3,188,868)
Beginning Fund Balance	80,000		239,452		319,452
Ending Fund Balance	80,000	-	-	-	80,000



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: February 2, 2023

Staff Contact: Sheri Russell-Benabou, Chief Financial Officer

Agenda Title: For Possible Action: Discussion and possible action regarding a resolution to augment and amend the Carson City Fiscal Year 2022-2023 Budget in the amount of \$130,804,211. (Sheri Russell-Benabou, srussell@carson.org)

Staff Summary: The proposed augmentation and revision is primarily due to carryover of program costs from the prior year's budget, board actions, federal and local grants, transfers of contingency and unanticipated sources of revenue.

Agenda Action: Resolution

Time Requested: 20 Minutes

Proposed Motion

I move to adopt Resolution No. _____.

Board's Strategic Goal

Efficient Government

Previous Action

N/A

Background/Issues & Analysis

Periodically, the budget is required to be augmented and revised. The attached augmentation and revision is primarily due to carryover of program costs from the prior year's budget, board actions, federal and local grants, transfers of contingency and unanticipated sources of revenue.

The proposed resolution must be approved by a majority vote of the Board of Supervisors.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 354.598005

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Budget will be adjusted for all funds to adjust beginning fund balance for 2023 to match the audited actual fund balance at Fiscal Year end June 30, 2022.

Is it currently budgeted? No

Explanation of Fiscal Impact: Funding sources consist of grant revenues, unanticipated revenues, contingency, fund balance and working capital. Pleases see attached.

Alternatives

Revise augmentation/revision and/or provide alternative direction to staff.

Attachments:

[Resolution to Augment Budget Jan 2022.doc](#)

[Support - CC Augmentations.pdf](#)

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)

RESOLUTION NO. 2023-R_____

RESOLUTION TO AUGMENT AND AMEND THE FISCAL YEAR
2022-23 BUDGET OF CARSON CITY, NEVADA

WHEREAS, certain unanticipated sources of revenue and fund balance previously unbudgeted have become available to the consolidated municipality of Carson City during the 2022-23 budget year as follows:

General Fund	
Charges for Services	\$ 1,000
Fund Balance	<u>7,360,636</u>
	\$ 7,361,636
Airport	
Intergovernmental Revenues	\$ 619,488
Cooperative Extension	
Fund Balance	\$ 176,105
Supplemental Indigent	
Fund Balance	\$ 1,534,248
Capital Projects	
Transfers In	\$ 904,349
Surplus Sales	22,325
Miscellaneous Income	705,897
Fund Balance	<u>21,349,500</u>
	\$ 22,982,071
Senior Citizens Center	
Fund Balance	\$ 304,256
Carson City Transit	
Intergovernmental Revenues	\$ 1,317,171
Fund Balance	<u>869,995</u>
	\$ 2,187,166
Library Gift	
Miscellaneous Income	\$ 60,624
Fund Balance	<u>38,489</u>
	\$ 99,113
Landscape Maintenance	
Fund Balance	\$ 464,525
Administrative Assessment	
Fund Balance	\$ 44,521
South Carson Neighborhood Improvement District (NID)	
Fund Balance	\$ 52,052
Traffic/Transportation	
Fund Balance	\$ 15,207

Campo		
Transit System Management Plan	\$	331,648
Fund Balance		<u>35,919</u>
	\$	367,567
Regional Transportation		
Intergovernmental Grants	\$	2,334,564
Transfer Project Budget		<u>(9,300,000)</u>
Fund Balance		5,090,757
	\$	(1,874,679)
V & T Special Infrastructure		
Fund Balance	\$	2,239,531
Quality of Life		
Intergovernmental Grants	\$	4,440,783
Fund Balance		<u>5,714,985</u>
	\$	10,155,768
Streets Maintenance		
Fund Balance	\$	2,585,685
Grant		
Intergovernmental Grants	\$	29,543,501
Fund Balance		<u>1,300,291</u>
	\$	30,843,792
Commissary		
Fund Balance	\$	91,911
911 Surcharge		
Fund Balance	\$	1,211,545
Infrastructure Tax		
Transfer Project Budget	\$	9,300,000
Fund Balance		<u>2,004,057</u>
		11,304,057
Extraordinary Maintenance		
Fund Balance	\$	1,781,984
Transfer In		<u>1,687,205</u>
	\$	3,469,189
Residential Construction		
Fund Balance	\$	832,771
Carson City Debt Service		
Miscellaneous	\$	48,957
Fund Balance		<u>(48,957)</u>
	\$	-
Ambulance Fund		
Working Capital	\$	696,532
Stormwater Drainage		
User Fees	\$	400,000
Working Capital		<u>602,356</u>
	\$	1,002,356
Wastewater		
Working Capital	\$	14,424,302

Water		
	Grant Subsidies	\$ 292,968
	Working Capital	<u>16,253,174</u>
		\$ 16,546,142
Cemetery Fund		
	Working Capital	\$ 148,560
Fleet		
	Working Capital	<u>\$ 918,794</u>
TOTAL ALL FUNDS		<u>\$ 130,804,211</u>

NOW, THEREFORE, this Board hereby resolves to augment the Fiscal Year 2022-23 Budget of Carson City, Nevada by appropriating the amounts referenced above and by making such other budget amendments as have been determined necessary and in accordance with NRS 354.598005. Said budget augmentation and appropriation, as well as budget amendments are reflected on the schedules attached to this resolution and by reference are made a part hereof.

ADOPTED this _____ day of _____, 2023.

AYES: Supervisors _____

NAYES: Supervisors _____

ABSENT: Supervisors _____

 LORI BAGWELL, Mayor

ATTEST:

 WILLIAM SCOTT HOEN, Clerk-Recorder

Explanation of augmentations
February 2023

Account #	Department	Transfer from Contingency Description	Transfers	Additional Revenue	Fund Balance	Total
					/ Working Capital	Augment
General Fund:						
10101XX-500660 thru 500713	BOS	Fuel, Telephone, Power and or Heat	\$ -	\$ -	\$ 2,500	\$ 2,500
1010212-500655	Clerk	Notary Bond Tech Fees	-	-	6,881	6,881
1010213-500620	Recorder	Technology Fees (NRS 19.016)	-	-	225,110	225,110
1010215-500660 thru 500714	PS Complex	Fuel, Telephone, Power and or Heat	-	-	62,000	62,000
1010215-500602	PS Building	Postage & Shipping	-	-	3,000	3,000
1010216-500305	Election	Election Costs	-	-	60,000	60,000
1010216-500542	Election	Printing/Advertising	-	-	35,000	35,000
1010216-500602	Election	Postage/Shipping	-	-	9,000	9,000
1010217-500680	Public Guardian	Gifts / Donations	-	-	4,697	4,697
10103XX-500660 thru 500713	Treasurer	Fuel, Telephone, Power and or Heat	-	-	1,000	1,000
1010300-500102	Treasurer	Courier - Hourly	12,454	-	-	12,454
10104XX-500660 thru 500713	Assessor	Fuel, Telephone, Power and or Heat	-	-	1,000	1,000
1010400-500646	Assessor	Technology Fees	-	-	152,511	152,511
10105XX-500660 thru 500713	DA	Fuel, Telephone, Power and or Heat	-	-	2,000	2,000
1010500-500502	DA	Forfeitures	-	-	11,614	11,614
1010500-500576	DA	Bad Check Restitution	-	-	57,191	57,191
1010500-500831	DA	Victims of Crime	-	-	389	389
1010500-500868	DA	Extraordinary Court Cases	-	-	75,129	75,129
1010500-500433	DA	Software Maint.	-	-	14,000	14,000
1010600-500433	City Manager's	Software Maint.	9,576	-	-	9,576
1010610-500361	Public Defender	Conflict Counsel - DIDS reporting increases	45,882	-	-	45,882
1010610-500360	Public Defender	Public Defender's Contract	27,653	-	-	27,653
1010615-501401	Community Support	Unused funds prior year	(6,636)	-	-	(6,636)
1010615-501401	Community Support	Board Designated	(116,744)	-	-	(116,744)
1010615-501419	Community Support	St. Vincent De Paul	30,000	-	-	30,000
1010615-501421	Community Support	Volunteer Attorney for Rural NV	25,000	-	-	25,000
1010615-501437	Community Support	Western NV Community College	8,200	-	-	8,200
1010615-501438	Community Support	Carson Tahoe Regional Medical Center	30,000	-	-	30,000
1010615-501483	Community Support	Capital City Circles	5,660	-	-	5,660
1010615-501484	Community Support	Partnership CC	10,384	-	-	10,384
1010615-501486	Community Support	FISH	7,500	-	-	7,500
1010620-500102	Purchasing	Move courier salaries to Treasurer's office	(12,454)	-	-	(12,454)
1010630-500712 thru 500713	City Hall	Fuel, Telephone, Power and or Heat	-	-	8,500	8,500
1010705-501422	Human Resources	Employee Recognition	-	1,000	-	1,000
1010710-500433	Information Technology	Software Maint.	30,424	-	-	30,424
1010710-500309	Information Technology	Professional Services	50,000	-	-	50,000
10120XX-500660 thru 500713	Sheriff	Fuel, Telephone, Power and or Heat	-	-	151,000	151,000
1012005-500680 and 5014XX	Sheriff	Donations (Dare, Triad, Honor Guard, Training)	-	-	196,671	196,671
1012014-500640	Sheriff	Food & Kitchen Supplies	-	-	50,000	50,000
1012011-500526	Sheriff	County Coroner	-	-	67,074	67,074
10125XX-500660 thru 500713	Fire	Fuel, Telephone, Power and or Heat	-	-	51,500	51,500
1012505-500680 and 500682	Fire	Donations (Donations/911 Memorial)	-	-	4,383	4,383
1012512-500433	Fire	Software Maint.	-	-	(18,900)	(18,900)
1012512-501433	Fire	Impact Fees - Lompa - Restricted	-	-	30,000	30,000
10127XX-500660 thru 500713	Juvenile	Fuel, Telephone, Power and or Heat	-	-	2,000	2,000

Explanation of augmentations
February 2023

Account #	Department	Description	Transfer from Contingency		Fund Balance	Total
			Transfers	Additional Revenue	/ Working Capital	Augment
<u>General Fund (Continued):</u>						
1012705-500670	Juvenile	Juvenile Administrative Assessments	\$ -	\$ -	\$ 52,704	\$ 52,704
10130XX-500660 thru 500713	PW-Engineering	Fuel, Telephone, Power and or Heat	-	-	6,000	6,000
1013012-500309	PW-Engineering	Professional Services	-	-	50,000	50,000
10139XX-500660 thru 500713	Landfill	Fuel, Telephone, Power and or Heat	-	-	148,000	148,000
1013904-500680	Landfill	Gifts / Donations	-	-	144	144
1014300-500835	Juvenile Court	Families First Dependency	-	-	1,810	1,810
1014310-500813	Juvenile Court	Mediation Fees	-	-	18,287	18,287
1014310-500822	Juvenile Court	Juvenile Drug Court	-	-	16,421	16,421
1014310-500833	Juvenile Court	Dependency Drug Court	-	-	12,000	12,000
1014710-500611 thru 500880	Courts	Court Fees Restricted by NRS	-	-	585,736	585,736
10150XX-500660 thru 500713	Parks	Fuel, Telephone, Power and or Heat	-	-	168,500	168,500
1015017-500506	Parks	Arrowhead Reclamation	-	-	240	240
1015017-500680	Parks	Gifts / Donations	-	-	8,229	8,229
1015017-501267	Parks	Promotion Gen Forestry	-	-	3,209	3,209
1015018-500625	Parks	YSA Operating Supplies	-	-	60,296	60,296
1015018-500714	Parks	Propane	-	-	3,400	3,400
1015055-500680	Pool	Gifts / Donations	-	-	6,370	6,370
1015057-500680	Recreation	Gifts / Donations	-	-	70	70
1015059-500680	Rifle Range	Gifts / Donations	-	-	530	530
1016200-500680	Library	Gifts / Donations	-	-	932	932
10168XX-500660 thru 500713	Health	Fuel, Telephone, Power and or Heat	-	-	6,000	6,000
1016900-500680 thru 500684	Animal Services	Gifts / Donations	-	-	236,472	236,472
1010279-507212	Transfers Out	Capital Projects (Landfill)	-	-	904,349	904,349
1010279-507240	Transfers Out	Extraordinary Maintenance	6,636	-	1,687,205	1,693,841
1010200-593000	Ending Fund Balance	Increase to Ending Fund Balance -10%	-	-	618,482	618,482
1010200-501000		Contingency	(163,535)	-	1,500,000	1,336,465
			-	1,000	7,360,636	7,361,636
<u>Airport</u>						
2017005-507775		Equipment	-	619,488	-	619,488
<u>Coop Extension Fund:</u>						
2021000-500349		Contractual Services	-	-	176,105	176,105
<u>Supplemental Indigent Fund:</u>						
2086550-500102		Hourly/Seasonal	-	-	25,000	25,000
2086550-501025		Inmate Medical	-	-	25,000	25,000
2086550-501280		State Indigent Reimb. Exp	-	-	1,484,248	1,484,248
			-	-	1,534,248	1,534,248

Explanation of augmentations
February 2023

Account #	Department	Description	Transfers	Additional Revenue	Fund Balance	Total Augment
					/ Working Capital	
Capital Projects Fund:						
2101002-500434	Facilities Maint.	Building Repairs & Maint	-	-	58,557	58,557
2101002-500436	Facilities Maint.	Facility Repairs & Maint	-	-	856,882	856,882
2101002-500630	Facilities Maint	Custodial Supplies	-	-	34,797	34,797
2101002-500675	Facilities Maint.	Small Furnishings	-	-	19,227	19,227
2101002-500676	General Gov	Technical Equipment	-	-	534,826	534,826
2101002-506521	General Gov	Boiler Replacement	-	-	113,260	113,260
2101002-506523	Elections	Voting Equipment	(89,140)	-	89,140	-
2101002-507010	General Gov	City Hall Uninterrupted Power Supply	-	-	19,923	19,923
2101002-507705	General Gov	Vehicle Replacement Program	-	22,325	1,556,300	1,578,625
2101002-507717	IT	Printer/Copier Replacement Prog	57,000	-	17,747	74,747
2101002-507840	Facilities Maint.	Building Improvements	-	-	23,355	23,355
2101005-500473	Facilities Maint.	Parking Lot Improvements	-	-	391,512	391,512
2101005-500477	Facilities Maint.	Roof/Refurbish/Repair	-	-	53,927	53,927
2101005-500651	Facilities Maint.	City wide carpet	-	-	423,863	423,863
2101005-500652	Facilities Maint.	Exterior painting city wide	-	-	84,829	84,829
2101005-506520	Facilities Maint.	HVAC/Generator Replacement	-	-	111,610	111,610
2101005-506556	Facilities Maint.	Fire Station 53 - Water Heater	8,338	-	-	8,338
2101005-506558	General Gov	Golf Course Improvements	-	-	128,440	128,440
2101005-507775	General Gov	Equipment - GG	-	-	289,150	289,150
2101006-500606	IT	IP Infrastructure	311,713	-	-	311,713
2101006-500669	IT	Span Supplies	-	-	12,125	12,125
2101006-506506	IT	IP Network Infrastructure	(311,713)	-	152,189	(159,524)
2101006-506508	IT	Software Replacement	-	-	446,518	446,518
2101006-506509	IT	IT Hardware Replacement	-	-	167,492	167,492
2101006-506510	IT	WIFI Upgrade	-	-	77,207	77,207
2102020-500654	Sheriff	Misc Supplies - Sheriff	-	-	4,659	4,659
2102020-500666	Sheriff	Staff Lockers & Room Ck Sys	-	-	3,700	3,700
2102020-500671	Sheriff	Ballistic Vests & Camera	-	-	5,778	5,778
2102020-506512	Sheriff	Miscellaneous Equipment	-	-	16,681	16,681
2102020-506561	Sheriff	Sheriff's Equipment	-	-	26,947	26,947
2102020-506562	Sheriff	Search & Rescue Equipment	-	-	8,012	8,012
2102020-506567	Sheriff	Interview Recording System Upgrade	-	-	7,000	7,000
2102025-500309	Fire	Professional Services	-	-	1,050,152	1,050,152
2102025-500654	Fire	Misc Op Supplies - Fire	-	-	4,381	4,381
2102025-506514	Fire	Fire Equipment	-	-	93,682	93,682
2102025-506552	Fire	Fire Station Encoding	-	-	35,434	35,434
2102025-507010	Fire	Capital Improvements (Fire Station EOC)	-	-	8,517,692	8,517,692
2102027-500666	Juvenile	Staff Lockers & Room Ck Sys	-	-	1,985	1,985
2102027-500671	Juvenile	Ballistic Vests & Camera	-	-	33	33
2102027-500672	Juvenile	Supplied Uniforms	-	-	3,139	3,139
2102027-500674	Juvenile	Small Tool & Equip	-	-	3,980	3,980
2102027-500675	Juvenile	Small Furnishings	-	-	17,585	17,585
2103030-500309	Public Works	Professional Services	-	-	2,281	2,281
2103030-506512	Public Works	Misc Tools & Equip.	12,000	-	-	12,000

Explanation of augmentations
February 2023

Account #	Department	Transfer from Contingency Description	Transfers	Additional Revenue	Fund Balance	Total Augment
					/ Working Capital	
<u>Capital Projects Fund (Continued):</u>						
2103030-507010	Public Works	Corp Yard Security Prj#P303521002	\$ -	\$ -	\$ 305,041	\$ 305,041
2103030-507395	Public Works	Replace Pumps/Motors	-	-	25,978	25,978
2103939-506501	Landfill	Landfill Closure Costs	-	90,435	884,463	974,898
2103939-506502	Landfill	Landfill Equipment	(659,776)	-	2,497,510	1,837,734
2103939-506503	Landfill	Site Improvements	659,776	813,914	382,201	1,855,891
2105050-500638	Culture & Rec	Aquatic Facility Deck Supplies	-	-	1,834	1,834
2105050-500654	Culture & Rec	Misc Operating Supplies - Parks	-	-	8,213	8,213
2105050-500657	Culture & Rec	Senior Center Landscaping	-	-	21,146	21,146
2105050-500674	Culture & Rec	Small Tool & Equip	-	-	9,004	9,004
2105050-500695	Culture & Rec	Trail Repairs	-	-	370,972	370,972
2105050-506538	Culture & Rec	Aquatic Facility Improv.	-	-	334,119	334,119
2105050-506540	Culture & Rec	Asphalt Replacement - Parks	-	-	33,500	33,500
2105050-506541	Culture & Rec	Playground Equipment Replace	-	-	69,951	69,951
2105050-506558	Culture & Rec	Park Improvements	-	-	12,904	12,904
2105050-507010	Culture & Rec	P500520001 Equip Storage	-	-	6,583	6,583
2105050-507010	Culture & Rec	P500520005 LMC Irrigation	-	-	37,740	37,740
2105050-507010	Culture & Rec	G504621001 - Rifle Range Kiosk	-	-	3,675	3,675
2105050-507010	Culture & Rec	P500021001 - RGP Tennis 210	150,000	-	-	150,000
2105050-507010	Culture & Rec	P500522002 - Cent Sport Court	(150,000)	-	319,000	169,000
2105050-507010	Culture & Rec	P500522003-Gov Field Rehab	-	65,897	184,103	250,000
2105050-507010	Culture & Rec	P500522004-Gov Field Improv	-	-	100,000	100,000
2105050-507010	Culture & Rec	P301222006 - Senior Center Remodel	-	640,000	-	640,000
2105050-507775	Culture & Rec	Senior Center Equipment	-	-	23,000	23,000
2105062-500661	Culture & Rec	Digital Video Security Cam	-	-	5,300	5,300
2105062-506559	Culture & Rec	Library Improvements	-	-	149,633	149,633
2101001-507810	Board	Board Designated (Break Fix)	11,802	-	97,633	109,435
			-	1,632,571	21,349,500	22,982,071
<u>Senior Citizens Center</u>						
2151500-500710		Telephone	-	-	46,000	46,000
2151500-500712		Power	-	-	5,000	5,000
2151500-507743		Furniture & Fixtures	-	-	22,000	22,000
2151500-500625		Operating Supplies	-	-	21,500	21,500
2151500-500699		Undesignated	-	-	209,756	209,756
			-	-	304,256	304,256

Explanation of augmentations
February 2023

Account #	Department	Transfer from Contingency Description	Transfers	Additional Revenue	Fund Balance	Total Augment
					/ Working Capital	
<u>Carson City Transit Fund:</u>						
2253026-500335		RTC Intercity	\$ -	\$ 35,000	\$ -	\$ 35,000
2253026-500660		Vehicle Fuel/Oil	-	50,000	-	50,000
2253026-507712		Facility Upgrade	-	-	245,215	245,215
2253026-500435		Vehicle Repair & Maint	-	100,000	-	100,000
2253026-507775		Equipment	-	-	190,448	190,448
2253026-507705		Vehicle Replacement	-	-	332,256	332,256
2253026-507743		Furniture & Fixtures	-	-	40,500	40,500
2253026-500675		Small Furnishings	-	9,000	-	9,000
2253026-507702		Undesignated (FY 2023 Award)	-	1,123,171	61,576	1,184,747
			-	1,317,171	869,995	2,187,166
<u>Library Gift Fund:</u>						
2306200-500699		Undesignated	-	55,624	38,489	94,113
2306200-501475		Summer Learning Program	-	5,000	-	5,000
			-	60,624	38,489	99,113
<u>Landscape Maintenance Fund:</u>						
2355015-500710		Phone	-	-	200	200
2355015-500712		Power	-	-	300	300
2355015-500699		Undesignated	-	-	464,025	464,025
			-	-	464,525	464,525
<u>Administrative Assessment Fund:</u>						
2364700-500102		Hourly/Seasonal	-	-	3,000	3,000
2364700-500111		Overtime	-	-	1,000	1,000
2364700-500125		Temporary Staffing	-	-	24,000	24,000
2364700-500225		Medicare	-	-	135	135
2364700-500250		Workers Compensation	-	-	125	125
2364700-500625		Operating Supplies	-	-	10,000	10,000
2364700-500656		NV Rural Case Management	-	-	2,500	2,500
2364700-500675		Small Furnishings	-	-	1,500	1,500
2364700-507743		Furniture & Fixtures	-	-	2,261	2,261
			-	-	44,521	44,521
<u>South Carson Neighborhood Improvement District (NID):</u>						
2373050-500699		Undesignated	-	-	52,052	52,052
<u>Traffic/Transportation:</u>						
2401424 500625		Operating Supplies			4,000	4,000
2401424-500699		Undesignated	-	-	11,207	11,207
			-	-	15,207	15,207
<u>Campo:</u>						
2453028-501210		Unified Planning Work Program	-	331,648	35,919	367,567

Explanation of augmentations
February 2023

Account #	Department	Transfer from Contingency Description	Transfers	Additional Revenue	Fund Balance	Total Augment
					/ Working Capital	
<u>Regional Transportation Fund:</u>						
2503035-507010 - P303517008		Safety Improvements	\$ (50,000)	\$ -	\$ 240,245	\$ 190,245
2503035-507010 - P303518008		Edmonds Sports Complex MUP	-	1,454,724	76,322	1,531,046
2503035-507010 - P303519009		250 Roop Street Construction	-	-	95,000	95,000
2503035-507010 - P303520001		FY20 Dist2 Long	-	-	129,319	129,319
2503035-507010 - P303522001		Dist4 Curry St Construction	-	-	345,498	345,498
2503035-507010 - P303522001		Dist4 Curry St Labor	-	-	6,690	6,690
2503035-507010 - P303522002		Dist4 Saliman	-	-	394,688	394,688
2503035-507010 - P303522002		Dist4 Saliman Labor	-	-	5,077	5,077
2503035-507010 - P303521006		D3 Center St Construction	-	-	48,456	48,456
2503035-507010 - P303522003		Silver Sage Construct	-	-	324,662	324,662
2503035-507010 - P303521008		D3 5th Street Construction	-	581,898	(47,492)	534,406
2503035-507010 - P303522004		Spear Street Construction	-	-	7,200	7,200
2503035-507010 - P303520002		Spear Street Labor	-	-	258	258
2503035-507010 - P303522005		DMV Multi Use Path	-	-	79,929	79,929
2503035-507010 - P751021002		Appion 250 Construction	-	-	54,000	54,000
2503035-507010 - P751021002		Appion 250 Labor	-	-	3,418	3,418
2503035-507010 - P751021001		William Street -(RAISE Grant move to 310)	-	(9,300,000)	-	(9,300,000)
2503035-507102		Transportation Infrastructure	-	-	3,300,503	3,300,503
2503035-500309		Professional Services	50,000	-	-	50,000
2503040 500625		Operating Supplies	-	297,942	-	297,942
2503035-501235		Complete Streets	-	-	26,984	26,984
			-	(6,965,436)	5,090,757	(1,874,679)
<u>V & T Special Infrastructure Fund:</u>						
2535005-507010 - P303519009		Roop Reconstruction - 5th - Musser	-	-	550,716	550,716
2535005-507010 - P303520001		Long Street District 2	-	-	49,401	49,401
2535005-507010 - P303521001		Colorado - CDBG	-	-	275,411	275,411
2535005-507010 - P303521008		5st Pavement Project	-	-	108,200	108,200
2535005-507102		Transportation Infrastructure	-	-	1,255,803	1,255,803
			-	-	2,239,531	2,239,531
<u>Quality of Life Fund:</u>						
2545012-507775		Equipment - Ground master	-	-	86,831	86,831
2545012-500699		Undesignated - Maintenance	-	-	354,509	354,509
2545046-500309		Professional Services	-	-	25,000	25,000
2545046-507010 - G504621001		Rifle Range Improvements	-	114,446	12,673	127,119
2545046-507010 - P504607001		Bob Boldrick Theater donation	-	-	207,350	207,350
2545046-507010 - P504620001		Rainmaster Irrigation System	-	-	106,976	106,976
2545046-507010 - P504621001		Mills Park Shop	-	-	123,631	123,631
2545046-507010 - P504620002		New Gymnasium (MAC)	-	-	498,590	498,590
2545046-507010 - P504622001		Pool Replaster II	-	-	147,935	147,935
2545046-507010 - P504622002		Korean War Memorial	-	-	250,000	250,000
2545046-507010 - P504622003		Fuji Park Improvements	-	-	100,000	100,000
2545046-507199		Undesignated - Capital	-	-	319,143	319,143

Explanation of augmentations
February 2023

Account #	Department	Transfer from Contingency Description	Transfers	Additional Revenue	Fund Balance	Total Augment
					/ Working Capital	
<u>Quality of Life Fund (Continued):</u>						
2545047-500675		Small Furnishings	\$ -	\$ -	\$ 8,000	\$ 8,000
2545047-501228 - G504723001		Noxious Weed Abatement	-	5,500	5,500	11,000
2545047-507010 - G504721001		Kings Canyon Road Repair	-	-	36,120	36,120
2545047-507010 - P303519006		Kings Canyon FLAP Grant	-	-	14,851	14,851
2545047-507010 - G504722002		Buzzy's Ranch Water Rights	-	1,883,875	-	1,883,875
2545047-507010 - G504722003		Carson River Trail System	-	2,403,250	-	2,403,250
2545082-507010 - G504722005		Desert Peach Trail	-	33,712	8,428	42,140
2545047-507199		Undesignated - Open Space	-	-	3,409,448	3,409,448
			-	4,440,783	5,714,985	10,155,768
<u>Street Maintenance:</u>						
2563038 500470		Infrastructure Repair & Maint.	-	-	120,000	120,000
2563038-500480		Street Repairs	-	-	944,054	944,054
2563038-500330		Training	-	-	3,000	3,000
2563038-500488		Long Line Striping	-	-	500,000	500,000
2563038-500430		Equipment Repair & Maintenance	-	-	32,000	32,000
2563038-500717		Street Signals	-	-	100,000	100,000
2563038-507774		Traffic Signal/Lights	-	-	290,262	290,262
2563038-507705		Vehicle Replacement	-	-	596,369	596,369
			-	-	2,585,685	2,585,685
<u>Grant Fund:</u>						
275 Fund Various Accounts		Federal, State and Local Grants and Donations	-	29,543,501	1,300,291	30,843,792
<u>Commissary Fund</u>						
2802020-500650		Commissary Orders	\$ -	\$ -	\$ 15,000	\$ 15,000
2802020-501025		Inmate Medical Care	-	-	76,911	76,911
			-	-	91,911	91,911
<u>911 Surcharge</u>						
2872040-500309		Professional Services	20,000	-	164,450	184,450
2872040-500432		Maintenance Service Contracts - Car Cameras	-	-	26,900	26,900
2872040-500433		Software Maint. Svc Contract	-	-	43,516	43,516
2872040-500675		Small Furnishings - EOC Support	(20,000)	-	-	(20,000)
2872040-507727		Tiberon Project	-	-	108,600	108,600
2872040-507010 - P301222005		UPS Dispatch Project	-	-	334,660	334,660
2872040-500699		Undesignated Projects	-	-	533,419	533,419
			-	-	1,211,545	1,211,545
<u>Infrastructure Tax Fund:</u>						
3100615-500677		Downtown Benches/Plaques	-	-	32,803	32,803
3100615-507010 - P751021001		William Street Corridor	-	9,300,000	1,971,254	11,271,254
			-	9,300,000	2,004,057	11,304,057

Explanation of augmentations
February 2023

Account #	Department	Transfer from Contingency Description	Transfers	Additional Revenue	Fund Balance	Total Augment
					/ Working Capital	
<u>Extraordinary Maintenance</u>						
3403034-500434		Building Repairs & Maint. - Roof Replacements	\$ -	\$ -	\$ 498,026	\$ 498,026
3403034-506540		Asphalt Replacement	-	-	817,193	817,193
3403034-507010 - P303421005		Multi-year Generator Replacement Program	-	-	58,254	58,254
3403034-507010 - P303422220		Multi-year Elevator Upgrades	-	-	264,271	264,271
3403034-507810		Board Designated	-	1,687,205	144,240	1,831,445
			-	1,687,205	1,781,984	3,469,189
<u>Residential Construction Fund:</u>						
3505000-507010 - P500523001		Blackwell's Pond Playground	-	-	342,253	342,253
3505000-507010 - P500021001		Ross Gold Park Tennis Courts & Pavilion	-	-	308,508	308,508
3505000-507199		Undesignated	-	-	182,010	182,010
			-	-	832,771	832,771
<u>Debt Service Fund:</u>						
4100088-461010		Interest Earnings	-	48,957	(48,957)	-
<u>Ambulance Fund:</u>						
5012525-500309		Professional Services	65,000	-	-	65,000
5012525-500433		Software Maintenance - Move to 911 Surcharge	-	-	(18,900)	(18,900)
5012525-504465		Depreciation	-	-	15,000	15,000
5012525-507775		Equipment	(65,000)	-	700,432	635,432
			-	-	696,532	696,532
<u>Stormwater Drainage Fund:</u>						
5053702-507010 - P370513002		Lakeview Storm Drain Upgrade	-	12,000	91,675	103,675
5053705-507010 - P303520001		FY20 Dist2 Long SW	-	-	5,780	5,780
5053705-507010 - P370521006		Dist. 3 Center St	-	-	26,760	26,760
5053705-507010 - P370514004		Citywide Minor Improvements	-	-	6,473	6,473
5053705-507010 - P370521002		Conte Drive	-	-	19,139	19,139
5053705-507010 - P370521003		N Carson Channel Berms	-	-	76,972	76,972
5053705-507010 - P303521004		Nichols Storm Drain	-	-	62,868	62,868
5053705-507010 - P370521005		Anderson Ranch	-	-	33,620	33,620
5053705-507010 - P370521006		Airport Rd West Drainage	-	-	11,000	11,000
5053705-507010 - P370521008		Lower Goni Wash Water Quality	-	-	1,403	1,403
5053705-507010 - P370521006		Downtown System Replacement	-	303,000	-	303,000
5053705-507010 - P751020001		Curry Storm Drain	-	-	16,316	16,316
5053702-507775		Equipment	-	-	250,350	250,350
5053702-504465		Depreciation Expense	-	85,000	-	85,000
			-	400,000	602,356	1,002,356

Explanation of augmentations
February 2023

Account #	Department	Transfer from Contingency Description	Transfers	Additional Revenue	Fund Balance	Total Augment
					/ Working Capital	
<u>Wastewater Fund:</u>						
5103201 500429		Effluent Line Repair	\$ -	\$ -	\$ 30,000	\$ 30,000
5103201 500430		Equipment Repair & Maint	-	-	40,000	40,000
5103201 500434		Building Repair & Maint	-	-	10,000	10,000
5103201 500436		Facility Repair & Maint	-	-	225,000	225,000
5103201 500489		Effluent Golf Course	-	-	25,000	25,000
5103201 500637		Chemicals	-	-	100,000	100,000
5103201 504465		Depreciation	-	-	60,000	60,000
5103201 507775		Equipment	-	-	34,803	34,803
5103201 507725		Radio System Upgrade	-	-	64,300	64,300
5103201 507705		Vehicle Replacement Program	-	-	332,788	332,788
5103201 507605		Facility Improvements	-	-	144,361	144,361
5103201-507010 - P071018030		ERP Software Replacement	-	-	4,065	4,065
5103201-507010 - P320120001		Ground Water Protection	-	-	100,000	100,000
5103201-507010 - P301222002		Women's Restroom	-	-	44,710	44,710
5103201-507010 - P301222002		Women's Restroom Labor	-	-	1,329	1,329
5103201-507010 - P320121009		Dewatering System Updates	-	-	541,817	541,817
5103205 507010 - P303519009		Roop Recon 5th to Musser	-	-	465,000	465,000
5103205 507010 - P303520001		Dist2 Long St	-	-	76,520	76,520
5103205 507010 - P303520002		Dist2 Telegraph St	-	-	15,608	15,608
5103205 507010 - P303521006		D3 Center 510 Labor	-	-	20,788	20,788
5103205 507010 - P320114003		Empire Lift Station Rehab	-	-	20,973	20,973
5103205 507010 - P320114003		Empire Lift Station Rehab	-	-	2,668	2,668
5103205 507010 - P320117035		WRRF Capital Improvements	-	-	663,297	663,297
5103205 507010 - P320118065		Airport Rd Sewer & Water Main	-	-	216,334	216,334
5103205 507010 - P320118065		Airport Rd Sewer & Water Main	-	-	18,022	18,022
5103205 507010 - P320118082		Brunswick Transmission Main Repair	-	-	784,338	784,338
5103205 507010 - P320119001		Riverview Lift Station Improvements	-	-	178,161	178,161
5103205 507010 - P320119001		Riverview Lift Station Improvements	-	-	7,878	7,878
5103205 507010 - P320120003		Eagle Valley Golf Course Rehab	-	-	150,000	150,000
5103205 507010 - P320120004		WRRF Electrical Improvements	-	-	2,681,587	2,681,587
5103205 507010 - P320120004		WRRF Electrical Improvements	-	-	1,393	1,393
5103205 507010 - P320121001		Robinson Area Sewer Replacement	-	-	1,267,307	1,267,307
5103205 507010 - P320121001		Robinson Area Sewer Replacement	-	-	19,902	19,902
5103205 507010 - P320121007		Southeast Sewer Ext Program	-	-	18,130	18,130
5103205 507010 - P320121008		Secondary Clarifier Effluent Pipeline	-	-	255,000	255,000
5103205 507010 - P320121010		Old Clear Creek Sewer	-	-	990,000	990,000
5103205 507010 - P320121010		Old Clear Creek Sewer	-	-	10,000	10,000
5103205 507010 - P320122002		WRRF Warehouse	-	-	90,000	90,000
5103205 507010 - P320122002		WRRF Warehouse	-	-	9,339	9,339
5103205 507010 - P320122005		Well 38 Flush to Waste	-	-	63,000	63,000
5103205 507010 - P320122005		Well 38 Flush to Waste	-	-	1,918	1,918
5103205 507010 - P320122006		Eagle Station	-	-	2,068,000	2,068,000
5103205 507010 - P320122006		Eagle Station	-	-	129,654	129,654
5103205 507102		Infrastructure Capital	-	-	2,441,312	2,441,312
			-	-	14,424,302	14,424,302

Explanation of augmentations
February 2023

Account #	Department	Transfer from Contingency Description	Transfers	Additional Revenue	Fund Balance	Total Augment
					/ Working Capital	
<u>Water Fund:</u>						
5203502 507775		Equipment	\$ -	\$ -	\$ 162,706	\$ 162,706
5203502 507725		Radio System Upgrade	-	-	17,099	17,099
5203502 507705		Vehicle Replacement Program	-	-	586,106	586,106
5203505 507605		Facility Improvements	-	-	119,091	119,091
5203505 507395		Replace Pumps/Motors	-	-	44,491	44,491
5203505 504465		Depreciation	-	-	310,000	310,000
5203502-500102		Hourly/Seasonal	-	-	10,000	10,000
5203502-500309		Professional Services	-	-	50,000	50,000
5203502-500454		Water Purchase Douglas	-	-	90,000	90,000
5203505-507340		Emergency Generator Program - Match	-	-	239,940	239,940
5203505-507333		Emergency Generator Program	-	292,968	-	292,968
5203502-507010 - P071018030		ERP Software Replacement	-	-	70,928	70,928
5203502-507010 - P350516015		Re-drill Well #3	-	-	792,026	792,026
5203502-507010 - P350522002		Carson & William Street	-	-	3,390	3,390
5203505-507010 - P301221001		Tenth & Curry Water Main	-	-	9,757	9,757
5203505-507010 - P301221001		Tenth & Curry Water Main labor	-	-	14,680	14,680
5203505-507010 - P301221004		Local Booster System Upgrades	-	-	710,357	710,357
5203505-507010 - P301221004		Local Booster System Upgrades labor	-	-	20,470	20,470
5203505-507010 - P301221005		Fill Station Construction Water	-	-	77,131	77,131
5203505-507010 - P301221005		Fill Station Construction Water labor	-	-	5,253	5,253
5203505-507010 - P303520001		Dist2 Long	-	-	134,443	134,443
5203505-507010 - P303520001		Dist2 Long	-	-	29,482	29,482
5203505-507010 - P303521001		520 Colorado Street	-	-	769,170	769,170
5203505-507010 - P303521001		520 Colorado Street labor	-	-	24,580	24,580
5203505-507010 - P303521008		Dist. 3 5th Street	-	-	350,000	350,000
5203505-507010 - P303521008		Dist. 3 5th Street labor	-	-	19,922	19,922
5203505 507010 - P320122006		Eagle Station	-	-	27,500	27,500
5203505 507010 - P320122006		Eagle Station labor	-	-	7,500	7,500
5203505 507010 - P350506001		Waterline Replace/Rehab	-	-	10,000	10,000
5203505 507010 - P350513005		Tank Maintenance Program	-	-	214,536	214,536
5203505 507010 - P350516014		E/W Transmission Main Phase 2B	-	-	919,751	919,751
5203505 507010 - P350516014		E/W Transmission Main Phase 2B labor	-	-	236,919	236,919
5203505 507010 - P350518002		PH Booster/Waterline	-	-	754,955	754,955
5203505 507010 - P350518002		PH Booster/Waterline labor	-	-	18,955	18,955
5203505 507010 - P350520002		Sherman/Viking Water Rehab	-	-	225,865	225,865
5203505 507010 - P350520002		Sherman/Viking Water Rehab labor	-	-	77,470	77,470
5203505 507010 - P350521001		Quill Road Construction	-	-	330,000	330,000
5203505 507010 - P350521001		Quill Road Construction labor	-	-	48,634	48,634
5203505 507010 - P350521002		Hwy 50 Waterline	-	-	29,786	29,786
5203505 507010 - P350521002		Hwy 50 Waterline labor	-	-	37,761	37,761
5203505 507010 - P350521004		Quill Water Treatment Plant	-	-	8,083,341	8,083,341
5203505 507010 - P350521005		Goni Tank Construction	-	-	101,121	101,121
5203505 507010 - P350521005		Goni Tank Construction labor	-	-	7,432	7,432

Explanation of augmentations
February 2023

Account #	Department	Transfer from Contingency Description	Transfers	Additional Revenue	Fund Balance	Total Augment
					/ Working Capital	
<u>Water Fund (Continued):</u>						
5203505 507010 - P350522001		Well #40 Generator	\$ -	\$ -	\$ 13,500	\$ 13,500
5203505 507010 - P350523001		Imus & Genoa Emergency Repair	-	-	35,000	35,000
5203505 507010 - P350523002		Wenninger Emergency Repair	-	-	6,950	6,950
5203505 507010 - P751020001		2021 Curry Water	-	-	11,474	11,474
5203505 507010 - P751021003		Sidewalk Water	-	-	29,444	29,444
5203505 507102		Infrastructure Capital	-	-	364,259	364,259
			-	292,968	16,253,174	16,546,142
<u>Cemetery Fund:</u>						
5305067-500601		Office Supplies	-	-	700	700
5305067-500617		Niches	-	-	41,000	41,000
5305067-500625		Operating Supplies	-	-	700	700
5305067-500634		Crypts	-	-	10,500	10,500
5305067-500680		Gifts & donations	-	-	60,526	60,526
5305067-507010 - P500520005 Construct		LMC Irrigation Upgrades	-	-	35,134	35,134
			-	-	148,560	148,560
<u>Fleet Fund:</u>						
5603025-507712 - P302521001		Fleet Shop	-	-	321,512	321,512
5603055-507775		Equipment	-	-	597,282	597,282
			-	-	918,794	918,794
CARSON CITY TOTALS			\$ -	\$ 42,710,480	\$ 88,093,731	\$ 130,804,211

CARSON CITY
BUDGET AUGMENTATION
FOR THE FISCAL YEAR ENDING JUNE 30, 2023

GENERAL FUND	ORIGINAL FY 22-23 BUDGET	TRANSFER IN (OUT)	BUDGET AUGMENTATION	GIFTS/ GRANTS	AMENDED BUDGET
REVENUES:					
Taxes	29,819,000				29,819,000
Licenses and permits	8,197,331				8,197,331
Intergovernmental revenues	41,983,429				41,983,429
Charges for services	15,577,582		1,000		15,578,582
Fines and forfeits	428,000				428,000
Miscellaneous	1,065,000				1,065,000
Total Revenues	97,070,342	-	1,000	-	97,071,342
EXPENSES AND OTHER USES:					
General Government:					
Board of Supervisors	250,536		2,500		253,036
Clerk	437,410		6,881		444,291
Recorder	491,344		225,110		716,454
Assessor	985,965		153,511		1,139,476
District Attorney	3,924,952		160,323		4,085,275
City Manager	1,039,131	9,576			1,048,707
Finance	954,694				954,694
Treasurer	835,744	12,454	1,000		849,198
Elections	452,363		104,000		556,363
Public Guardian	328,759		4,697		333,456
Internal Auditor	110,250				110,250
Purchasing	155,835	(12,454)			143,381
Human Resources	368,577		1,000		369,577
Community Devel.-Planning	861,047				861,047
Business License	124,643				124,643
Automation Services	3,421,639	80,424			3,502,063
Geographic Information Sys	553,986		1,500		555,486
Public Defender	1,937,191	73,535			2,010,726
Public Safety Complex	201,725		65,000		266,725
Northgate	34,200				34,200
City Hall	81,300		8,500		89,800
Facilities Maintenance	2,001,589				2,001,589
Central Services	2,294,247				2,294,247
Total General Government	21,847,127	163,535	734,022	-	22,744,684
Public Safety					
Sheriff	22,709,563		464,745		23,174,308
Fire	10,895,922		66,983		10,962,905
Juvenile Probation	2,139,343		54,704		2,194,047
Juvenile Detention	1,876,363				1,876,363
Alternative Sentencing	1,607,881				1,607,881
Total Public Safety	39,229,072	-	586,432	-	39,815,504
Judicial					
Juvenile Court	744,987		36,518		781,505
Courts	5,216,562		597,736		5,814,298
Total Judicial	5,961,549	-	634,254	-	6,595,803
Public Works					
Public Works	2,972,048		54,500		3,026,548
Total Public Works	2,972,048	-	54,500	-	3,026,548
Sanitation					
Sanitation	2,622,935		148,144	-	2,771,079
Total Sanitation	2,622,935	-	148,144	-	2,771,079
Health					
Health Administration	1,505,997		4,500		1,510,497
Medical	123,813				123,813
CC Environmental Health	418,704				418,704
DC Environmental Health	289,005		1,500		290,505
Animal Regulation	700,000		236,472		936,472
Total Health	3,037,519	-	242,472	-	3,279,991

CARSON CITY
BUDGET AUGMENTATION
FOR THE FISCAL YEAR ENDING JUNE 30, 2023

GENERAL FUND	ORIGINAL FY 22-23 BUDGET	TRANSFER IN (OUT)	BUDGET AUGMENTATION	GIFTS/ GRANTS	AMENDED BUDGET
Welfare					
Welfare	658,890				658,890
SART	22,421				22,421
Total Welfare	681,311	-	-	-	681,311
Culture & Recreation					
Park & Rec. Admin.	529,838		1,000		530,838
Park Maintenance	2,065,672		31,500		2,097,172
Parks Grants, Gifts	-		11,678		11,678
Community Center	453,237		11,000		464,237
Recreation	593,210		70		593,280
Library	1,978,676		932		1,979,608
Swimming Pool	844,500		89,370		933,870
Sports	549,491				549,491
Rifle Range	132,982		530		133,512
Multi-Purpose Athletic Center	167,976		23,000		190,976
YSA	42,490		82,696		125,186
Total Culture and Rec	7,358,072	-	251,776	-	7,609,848
Community Support					
Support Services	369,725	(6,636)			363,089
Total Community Support	369,725	(6,636)	-	-	363,089
Total Expenditures	84,079,358	156,899	2,651,600	-	86,887,857
Other Financing Sources and (Uses):					
Other Sources:					
Transfers In:					
Quality of Life	158,418				158,418
MAC Maintenance	50,000				50,000
Other Uses:					
Contingency*	(650,000)	163,535	(1,500,000)	-	(1,986,465)
Transfers Out:					
Grant	(438,050)				(438,050)
Debt Service	(3,384,514)				(3,384,514)
Cemetery	(10,000)				(10,000)
S. Carson NID	(18,312)				(18,312)
Carson City Transit	(504,800)				(504,800)
Capital Projects	(10,274,451)		(904,349)		(11,178,800)
Landscape Maintenance	(60,899)				(60,899)
Extraordinary Maintenance	(2,265,990)	(6,636)	(1,687,205)		(3,959,831)
Total Other Sources (Uses)	(17,398,598)	156,899	(4,091,554)	-	(21,333,253)
Beginning Fund Balance	13,037,861		7,360,636	-	20,398,497
Ending Fund Balance	8,630,247	-	618,482	-	9,248,729

	Total Contingency	1,986,465
Brown Street proceeds		(300,000)
*Negotiated Contract Adjustments		(1,200,000)
Remaining contingency available through FY23		<u>486,465</u>

AIRPORT	ORIGINAL FY 22-23 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	GRANTS	AMENDED BUDGET
INTERGOVERNMENTAL REVENUES:					
Federal Grant: FAA	-		-	619,488	619,488
State Grant	-		-	-	-
Other Local Shared Revenues					
CC Airport Authority	-		-		-
Total Revenues	-	-	-	619,488	619,488
EXPENSES AND OTHER USES:					
Airport:					
Salaries & Wages	-		-	-	-
Employee Benefits	-		-	-	-
Services & Supplies	-		-	-	-
Capital Outlay	-		-	619,488	619,488
Total Expenditures	-	-	-	619,488	619,488
OTHER FINANCE SOURCES (USES):					
Total Other Sources (Uses)	-	-	-	-	-
Beginning Fund Balance:					
Reserved Beg.Fund Balance	-				-
Unreserved Beg.Fund Balance	-		-		-
	-	-	-	-	-
Ending Fund Balance:					
Reserved Ending Fund Balance	-				-
Unreserved Ending Fund Balance	-	-	-	-	-
	-	-	-	-	-

COOPERATIVE EXTENSION	ORIGINAL FY 22-23 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	DONATIONS/ GRANTS	AMENDED BUDGET
REVENUES:					
TAXES	206,123				206,123
CHARGES FOR SERVICES	-				-
INTERGOVERNMENTAL	-				-
MISCELLANEOUS	-				-
Total Revenues	206,123	-	-	-	206,123
EXPENSES AND OTHER USES:					
Conservation & Natural Resources					
Cooperative Extension:					
Salaries & Wages	-				-
Employee Benefits	-				-
Services & Supplies	206,123		176,105		382,228
Capital Outlay	-				-
Total Expenditures	206,123	-	176,105	-	382,228
OTHER FINANCE SOURCES (USES):					
Operating Transfers Out					
General Fund	-				-
Total Other Sources (Uses)	-	-	-	-	-
Beginning Fund Balance:					
Reserved Beg.Fund Balance	-		-		-
Unreserved Beg.Fund Balance	10,000		176,105		186,105
	10,000	-	176,105	-	186,105
Ending Fund Balance:					
Reserved Ending Fund Balance	-		-		-
Unreserved Ending Fund Balance	10,000	-	-	-	10,000
	10,000	-	-	-	10,000

SUPPLEMENTAL INDIGENT	ORIGINAL FY 22-23 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	GRANTS	AMENDED BUDGET
REVENUES:					
TAXES	1,844,706				1,844,706
INTERGOVERNMENTAL	-				-
MISCELLANEOUS	15,000				15,000
Total Revenues	1,859,706	-	-	-	1,859,706
EXPENSES AND OTHER USES:					
Welfare:					
Salaries & Wages	295,344		25,000		320,344
Employee Benefits	125,670		-		125,670
Services & Supplies	1,684,266		1,509,248		3,193,514
Subtotal	2,105,280		1,534,248		3,639,528
Intergovernmental Expenditures					
Payment to State of Nevada	-				-
Subtotal	-				-
Total Expenditures	2,105,280	-	1,534,248	-	3,639,528
OTHER FINANCE SOURCES (USES):					
Operating Transfers Out General Fund					-
Total Other Sources (Uses)	-	-	-	-	-
Beginning Fund Balance:					
Reserved Beg.Fund Balance	-				-
Unreserved Beg.Fund Balance	250,574		1,534,248		1,784,822
	250,574	-	1,534,248	-	1,784,822
Ending Fund Balance:					
Reserved Ending Fund Balance	-				-
Unreserved Ending Fund Balance	5,000	-	-	-	5,000
	5,000	-	-	-	5,000

CAPITAL PROJECTS	ORIGINAL FY 22-23 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	GRANTS	AMENDED BUDGET
REVENUES:					
Taxes	806,165				806,165
Miscellaneous	50,000		705,897		755,897
Total Revenues	856,165	-	705,897	-	1,562,062
EXPENSES AND OTHER USES:					
Services & Supplies:					
General Government	1,307,731	311,713	2,470,545		4,089,989
Public Works			2,281		2,281
Public Safety	165,195.00		1,095,392		1,260,587
Culture and Rec	73,226		416,469		489,695
Capital Outlay:					
General Government					
Board Designated	249,632	11,802	97,633		359,067
Vehicle Replacement Program	2,015,000		1,578,625		3,593,625
Park Improvements	252,193		128,440		380,633
Building Improvements	1,328,610		23,355		1,351,965
Equipment	143,350	(80,802)	378,290		440,838
IT Software/Equipment	588,000	(311,713)	843,406		1,119,693
HVAC/Generator/Boiler Replacement	410,000		224,870		634,870
Printer/Copier Replacement Program	-	57,000	17,747		74,747
Technical Equipment	-		19,923		19,923
Public Works					
Misc. Equipment/Fixtures	24,750	12,000	25,978		62,728
Corp Yrd Security Prj#P350521002	-		305,041		305,041
Sanitation					
Landfill Equipment	2,197,176	(659,776)	2,497,510		4,034,910
Landfill Closure Costs	255,242		974,898		1,230,140
Site Improvements	100,000	659,776	1,196,115		1,955,891
Public Safety					-
Sheriff's Equipment	924,735		58,640		983,375
Fire Equipment	239,751		129,116		368,867
Fire Station/EOC/Back-up Dispatch Proj	1,500,000		8,517,692		10,017,692
Juvenile Facility Equipment and Furnishin	137,900				137,900
Alternative Sentencing Equipment	10,447				10,447
Culture and Recreation					
Aquatic Facility Improv.	80,000		334,119		414,119
Asphalt Replacement - Parks	400,000		33,500		433,500
Playground Equipment	-		69,951		69,951
Equipment Replacement - Parks	75,425		23,000		98,425
Park Improvements	85,000		12,904		97,904
Library Improvements	-		149,633		149,633
Construction Projects	-		1,356,998		1,356,998
Total Expenditures	12,563,363	-	22,982,071	-	35,545,434
OTHER FINANCE SOURCES (USES):					
Other Sources:					
Surplus Sales	-		22,325		22,325
Other Uses:					
Transfers In (Out)					
General Fund	10,274,451		904,349		11,178,800
Carson City Debt Service Fund	(362,253)				(362,253)
Total Other Sources (Uses)	9,912,198	-	926,674	-	10,838,872
Beginning Fund Balance	1,800,000		21,349,500		23,149,500
Ending Fund Balance	5,000	-	-	-	5,000

SENIOR CITIZENS CENTER	ORIGINAL FY 22-23 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	GRANTS	AMENDED BUDGET
REVENUES:					
TAXES	806,165				806,165
INTERGOVERNMENTAL	-				-
MISCELLANEOUS	3,000				3,000
Total Revenues	809,165	-	-	-	809,165
EXPENSES AND OTHER USES:					
Culture and Recreation					
Participant Recreation:					
Salaries & Wages	312,169				312,169
Employee Benefits	160,231				160,231
Services & Supplies	336,765		282,256		619,021
Capital Outlay	-		22,000		22,000
Total Expenditures	809,165	-	304,256	-	1,113,421
OTHER FINANCE SOURCES (USES):					
Operating Transfers Out					
Carson City Debt Service	-				-
Total Other Sources (Uses)	-	-	-	-	-
Beginning Fund Balance:					
Reserved Beg.Fund Balance	-				-
Unreserved Beg.Fund Balance	10,000		304,256		314,256
	10,000	-	304,256	-	314,256
Ending Fund Balance:					
Reserved Ending Fund Balance	-				-
Unreserved Ending Fund Balance	10,000	-	-	-	10,000
	10,000	-	-	-	10,000

CARSON CITY TRANSIT	ORIGINAL FY 22-23 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	GRANTS	AMENDED BUDGET
REVENUES:					
Intergovernmental	2,175,663			1,317,171	3,492,834
Charges for services	100,000				100,000
Miscellaneous	12,000				12,000
Total Revenues	2,287,663	-	-	1,317,171	3,604,834
EXPENDITURES AND OTHER USES:					
Public Works:					
Highways and Streets					
Salaries & Wages	60,722				60,722
Employee Benefits	31,843				31,843
Services & Supplies	1,863,877			194,000	2,057,877
Capital Outlay	836,021		869,995	1,123,171	2,829,187
Total Expenditures	2,792,463	-	869,995	1,317,171	4,979,629
OTHER FINANCE SOURCES (USES):					
Other Sources					
Transfers In					
General Fund	504,800				504,800
Other Uses					
Transfers Out					
Regional Transportation					-
Group Medical Insurance	-	-			-
Total Other Sources (Uses)	504,800	-	-	-	504,800
Beginning Fund Balance:					
Reserved Beg.Fund Balance	-				-
Unreserved Beg.Fund Balance	5,000		869,995		874,995
	5,000	-	869,995	-	874,995
Ending Fund Balance:					
Reserved Ending Fund Balance	-				-
Unreserved Ending Fund Balance	5,000	-	-	-	5,000
	5,000	-	-	-	5,000

LIBRARY GIFT	ORIGINAL FY 22-23 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	GRANTS	AMENDED BUDGET
REVENUES:					
INTERGOVERNMENTAL	0				0
MISCELLANEOUS	3,500		60,624		64,124
Total Revenues	3,500	0	60,624	0	64,124
EXPENSES AND OTHER USES:					
Culture and Recreation:					
Libraries					
Salaries & Wages	0				0
Employee Benefits	0				0
Services & Supplies	7,500		99,113		106,613
Capital Outlay					0
Total Expenditures	7,500	0	99,113	0	106,613
OTHER FINANCE SOURCES (USES):					
Contingency					0
Total Other Sources (Uses)	0	0	0	0	0
Beginning Fund Balance:					
Reserved Beg.Fund Balance	0				0
Unreserved Beg.Fund Balance	5,000	0	38,489	0	43,489
	5,000	0	38,489	0	43,489
Ending Fund Balance:					
Reserved Ending Fund Balance	0				0
Unreserved Ending Fund Balance	1,000	0	0	0	1,000
	1,000	0	0	0	1,000

LANDSCAPE MAINTENANCE	ORIGINAL FY 22-23 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	GRANTS	AMENDED BUDGET
REVENUES:					
TAXES	129,105				129,105
MISCELLANEOUS	1,500				1,500
Total Revenues	130,605	0	0	0	130,605
EXPENSES AND OTHER USES:					
Culture and Recreation:					
Landscape Maintenance					
Salaries & Wages	31,188				31,188
Employee Benefits	12,357				12,357
Services & Supplies	147,959		464,525		612,484
Capital Outlay	0				0
Total Expenditures	191,504	0	464,525	0	656,029
OTHER FINANCE SOURCES (USES):					
Operating Transfers In					
General Fund	60,899				60,899
Total Other Sources (Uses)	60,899	0	0	0	60,899
Beginning Fund Balance:					
Reserved Beg.Fund Balance	0				0
Unreserved Beg.Fund Balance	5,000	0	464,525	0	469,525
	5,000	0	464,525	0	469,525
Ending Fund Balance:					
Reserved Ending Fund Balance	0				0
Unreserved Ending Fund Balance	5,000	0	0	0	5,000
	5,000	0	0	0	5,000

ADMINISTRATIVE ASSESSMENT	ORIGINAL FY 22-23 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	GRANTS	AMENDED BUDGET
REVENUES:					
INTERGOVERNMENTAL	50,000				50,000
MISCELLANEOUS	0				0
Total Revenues	50,000	0	0	0	50,000
EXPENSES AND OTHER USES:					
Judicial					
Court					
Salaries & Wages	1,000		0		1,000
Employee Benefits	15		0		15
Services & Supplies	48,985		42,260		91,245
Capital Outlay	0		2,261		2,261
Total Expenditures	50,000	0	44,521	0	94,521
OTHER FINANCE SOURCES (USES):					
Transfers Out					
General Fund					0
Total Other Sources (Uses)	0	0	0	0	0
Beginning Fund Balance:					
Reserved Beg.Fund Balance	0				0
Unreserved Beg.Fund Balance	5,000	0	44,521	0	49,521
	5,000	0	44,521	0	49,521
Ending Fund Balance:					
Reserved Ending Fund Balance	0				0
Unreserved Ending Fund Balance	5,000	0	0	0	5,000
	5,000	0	0	0	5,000

SOUTH CARSON NID	ORIGINAL FY 22-23 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	GRANTS	AMENDED BUDGET
REVENUES:					
Taxes	72,314				72,314
Miscellaneous	50,000				50,000
Total Revenues	122,314	-	-	-	122,314
EXPENDITURES AND OTHER USES:					
Culture and Recreation:					
Landscape Maintenance					
Salaries & Wages	-				-
Employee Benefits	-				-
Services & Supplies	145,666		52,052	-	197,718
Capital Outlay	-		-	-	-
Total Expenditures	145,666	-	52,052	-	197,718
Transfer In (Out)					
Debt Service	-				-
Infrastructure	-				-
General Fund	18,312		-		18,312
Street Maintenance Fund	5,040				5,040
Total Other Sources (Uses)	23,352	-	-	-	23,352
Beginning Fund Balance:					
Reserved Beg.Fund Balance	-				-
Unreserved Beg.Fund Balance	5,000		52,052	-	57,052
	5,000	-	52,052	-	57,052
Ending Fund Balance:					
Reserved Ending Fund Balance	-				-
Unreserved Ending Fund Balance	5,000	-	-	-	5,000
	5,000	-	-	-	5,000

TRAFFIC/TRANSPORTATION	ORIGINAL FY 22-23 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	GRANTS	AMENDED BUDGET
REVENUES:					
Fines and Forfeits	10,000				10,000
Miscellaneous	3,150				3,150
Total Revenues	13,150	-	-	-	13,150
EXPENDITURES AND OTHER USES:					
Public Works:					
Highways and Streets					
Salaries & Wages	7,430				7,430
Employee Benefits	422				422
Services & Supplies	5,298		15,207		20,505
Capital Outlay	-			-	-
Total Expenditures	13,150	-	15,207	-	28,357
OTHER FINANCE SOURCES (USES):					
Other Sources					
Transfers In					
General Fund	-	-			-
Other Uses					
Transfers Out					
Regional Transportation					-
Group Medical Insurance	-	-			-
Total Other Sources (Uses)	-	-	-	-	-
Beginning Fund Balance:					
Reserved Beg.Fund Balance	-				-
Unreserved Beg.Fund Balance	5,000		15,207		20,207
	5,000	-	15,207	-	20,207
Ending Fund Balance:					
Reserved Ending Fund Balance	-				-
Unreserved Ending Fund Balance	5,000	-	-	-	5,000
	5,000	-	-	-	5,000

CAMPO	ORIGINAL FY 22-23 BUDGET	TRANSFERS		GRANTS	AMENDED BUDGET
		IN (OUT)	BUDGET AUGMENTATION		
REVENUES:					
Intergovernmental	576,853			331,648	908,501
Charges for Services	-				-
Miscellaneous	-				-
Total Revenues	576,853	-	-	331,648	908,501
EXPENSES AND OTHER USES:					
Public Works					
Metropolitan Planning Services & Supplies	596,631		35,919	331,648	964,198
Capital Outlay	-				-
Total Expenditures	596,631	-	35,919	331,648	964,198
OTHER FINANCE SOURCES (USES):					
Operating Transfers In					
Regional Transportation Fund	19,778				19,778
Total Other Sources (Uses)	19,778	-	-	-	19,778
Beginning Fund Balance:					
Reserved Beg.Fund Balance	-				-
Unreserved Beg.Fund Balance	30,012		35,919	-	65,931
	30,012	-	35,919	-	65,931
Ending Fund Balance:					
Reserved Ending Fund Balance	-				-
Unreserved Ending Fund Balance	30,012	-	-	-	30,012
	30,012	-	-	-	30,012

REGIONAL TRANSPORTATION	ORIGINAL FY 22-23 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	GRANTS	AMENDED BUDGET
REVENUES:					
Taxes	4,410,491				4,410,491
Licenses & Permits	350,000				350,000
Intergovernmental	13,538,039			(6,965,436)	6,572,603
Charges for Services	-				-
Miscellaneous	30,000				30,000
Total Revenues	18,328,530	-	-	(6,965,436)	11,363,094
EXPENDITURES AND OTHER USES:					
Public Works:					
Highways and Streets					
Salaries & Wages	443,540				443,540
Employee Benefits	231,090				231,090
Services & Supplies	844,611		76,984	297,942	1,219,537
Capital Outlay	15,209,456		5,013,773	(7,263,378)	12,959,851
Total Expenditures	16,728,697	-	5,090,757	(6,965,436)	14,854,018
OTHER FINANCE SOURCES (USES):					
Bond Proceeds	-				-
Transfer In (Out)					
Debt Service	(1,580,055)				(1,580,055)
Infrastructure	-				-
General Fund	-		-		-
Campo	(19,778)				(19,778)
Total Other Sources (Uses)	(1,599,833)	-	-	-	(1,599,833)
Beginning Fund Balance:					
Reserved Beg.Fund Balance	-				-
Unreserved Beg.Fund Balance	100,000		5,090,757	-	5,190,757
	100,000	-	5,090,757	-	5,190,757
Ending Fund Balance:					
Reserved Ending Fund Balance	-				-
Unreserved Ending Fund Balance	100,000	-	-	-	100,000
	100,000	-	-	-	100,000

V & T SPECIAL INFRASTRUCTURE	ORIGINAL FY 22-23 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	GRANTS	AMENDED BUDGET
REVENUES:					
TAXES	1,943,894				1,943,894
INTERGOVERNMENTAL	-				-
MISCELLANEOUS	10,000				10,000
Total Revenues	1,953,894	-	-	-	1,953,894
EXPENSES AND OTHER USES:					
General Government					
Services & Supplies	1,250				1,250
Capital Outlay	910,769		2,239,531		3,150,300
Total Expenditures	912,019	-	2,239,531	-	3,151,550
OTHER FINANCE SOURCES (USES):					
Transfers In					
General Fund	-				-
Transfers Out					
Debt Service Fund	(1,041,875)				(1,041,875)
Total Other Sources (Uses)	(1,041,875)	-	-	-	(1,041,875)
Beginning Fund Balance:					
Reserved Beg.Fund Balance	-				-
Unreserved Beg.Fund Balance	550,000	-	2,239,531	-	2,789,531
	550,000	-	2,239,531	-	2,789,531
Ending Fund Balance:					
Reserved Ending Fund Balance	-				-
Unreserved Ending Fund Balance	550,000	-	-	-	550,000
	550,000	-	-	-	550,000

QUALITY OF LIFE	ORIGINAL FY 22-23 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	DONATIONS/ GRANTS	AMENDED BUDGET
REVENUES:					
Taxes	3,811,925				3,811,925
Intergovernmental	-			4,440,783	4,440,783
Charges for Services	-				-
Miscellaneous	20,000			-	20,000
Total Revenues	3,831,925	-	-	4,440,783	8,272,708
EXPENSES AND OTHER USES:					
Culture and Recreation					
Park Maintenance					
Salaries & Wages	182,001				182,001
Employee Benefits	63,875				63,875
Services and supplies	288,215		354,509		642,724
Capital outlay	111,785		86,831		198,616
Subtotal	645,876	-	441,340	-	1,087,216
Parks Capital					
Salaries & Wages	33,208				33,208
Employee Benefits	19,151				19,151
Services and supplies	55,266		25,000		80,266
Capital outlay	832,132		1,766,298	114,446	2,712,876
Subtotal	939,757	-	1,791,298	114,446	2,845,501
Open Space					
Salaries & Wages	589,296		-		589,296
Employee Benefits	257,351		-		257,351
Services and Supplies	507,802		13,500	5,500	526,802
Capital Outlay	178,321		3,468,847	4,320,837	7,968,005
Subtotal	1,532,770	-	3,482,347	4,326,337	9,341,454
Total Expenditures	3,118,403	-	5,714,985	4,440,783	13,274,171
OTHER FINANCE SOURCES (USES):					
Transfers Out					
Debt Service	(645,372)				(645,372)
General fund	(208,418)				(208,418)
Total Other Sources (Uses)	(853,790)	-	-	-	(853,790)
Beginning Fund Balance:					
Unreserved Beg.Fund Balance	290,268		5,714,985		6,005,253
Total Beg. Fund Balance	290,268	-	5,714,985	-	6,005,253
Ending Fund Balance:					
Reserved Ending Fund Balance	-				-
Unreserved Ending Fund Balance	150,000	-	-	-	150,000
Total Ending Fund Balance	150,000	-	-	-	150,000

STREETS MAINTENANCE	ORIGINAL FY 22-23 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	GRANTS	AMENDED BUDGET
REVENUES:					
Taxes	4,419,914				4,419,914
Intergovernmental	1,535,349				1,535,349
Charges for Services	-				-
Miscellaneous	9,800				9,800
Grants	-				-
Total Revenues	5,965,063	-	-	-	5,965,063
EXPENDITURES AND OTHER USES:					
Public Works:					
Highways and Streets					
Salaries & Wages	1,802,739				1,802,739
Employee Benefits	845,027				845,027
Services & Supplies	2,832,257		1,699,054		4,531,311
Capital Outlay	480,000		886,631		1,366,631
Total Expenditures	5,960,023	-	2,585,685	-	8,545,708
OTHER FINANCE SOURCES (USES):					
Other Sources					
Transfers Out					
Regional Transportation					-
S. Carson NID	(5,040)	-			(5,040)
Total Other Sources (Uses)	(5,040)	-	-	-	(5,040)
Beginning Fund Balance:					
Reserved Beg.Fund Balance	-				-
Unreserved Beg.Fund Balance	100,000		2,585,685		2,685,685
	100,000	-	2,585,685	-	2,685,685
Ending Fund Balance:					
Reserved Ending Fund Balance	-				-
Unreserved Ending Fund Balance	100,000	-	-	-	100,000
	100,000	-	-	-	100,000

GRANT FUND	ORIGINAL FY 22-23 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	GRANTS	AMENDED BUDGET
REVENUES:					
INTERGOVERNMENTAL	5,384,550	-		29,543,501	34,928,051
CHARGES FOR SERVICES	520,000				520,000
MISCELLANEOUS	-				-
Total Revenues	5,904,550	-	-	29,543,501	35,448,051
EXPENSES AND OTHER USES:					
General Government					
Salaries & Wages	201,452			444,476	645,928
Employee Benefits	-			44,267	44,267
Services & Supplies	92,905		-	4,045,999	4,138,904
Capital Outlay	-			14,971,459	14,971,459
Subtotal	294,357	-	-	19,506,201	19,800,558
Public Safety					
Salaries & Wages	1,777,483			385,308	2,162,791
Employee Benefits	1,138,285			92,486	1,230,771
Services & Supplies	42,090		442,281	363,676	848,047
Capital Outlay	-			168,791	168,791
Subtotal	2,957,858	-	442,281	1,010,261	4,410,400
Judicial					
Services & Supplies	-			34,424	34,424
Subtotal	-	-	-	34,424	34,424
Welfare					
Salaries & Wages	151,955			184,565	336,520
Employee Benefits	63,525			52,662	116,187
Services & Supplies	-			339,819	339,819
Capital Outlay	-				-
Subtotal	215,480	-	-	577,046	792,526
Culture and Recreation					
Services & Supplies	90,000			39,164	129,164
Subtotal	90,000	-	-	39,164	129,164
Health					
Salaries & Wages	1,360,962		-	1,510,542	2,871,504
Employee Benefits	611,559		-	23,740	635,299
Services & Supplies	312,384		705,311	5,834,050	6,851,745
Capital Outlay	-			35,779	35,779
Subtotal	2,284,905	-	705,311	7,404,111	10,394,327
Community Support					
Salaries	-			14,980	14,980
Services & Supplies	500,000			491,123	991,123
Capital Outlay	-			466,191	466,191
Subtotal	500,000	-	-	972,294	1,472,294
Total Expenditures	6,342,600	-	1,147,592	29,543,501	37,033,693
OTHER FINANCE SOURCES (USES):					
Transfers In					
General Fund	438,050	-	-		438,050
Transfers Out					
General Fund	-		(152,699)		(152,699)
Total Other Sources (Uses)	438,050	-	(152,699)	-	285,351
Beginning Fund Balance	200,000		1,300,291		1,500,291
Ending Fund Balance	200,000	-	-	-	200,000

COMMISSARY FUND	ORIGINAL FY 22-23 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	GRANTS	AMENDED BUDGET
REVENUES:					
CHARGES FOR SERVICES	100,000				100,000
MISCELLANEOUS	102,000				102,000
Total Revenues	202,000	-	-	-	202,000
EXPENSES AND OTHER USES:					
Public Safety					
Salaries & Wages	68,643				68,643
Employee Benefits	26,202				26,202
Services & Supplies	132,155		91,911		224,066
Capital Outlay	-				-
Total Expenditures	227,000	-	91,911	-	318,911
OTHER FINANCE SOURCES (USES):					
Transfers In					
Transfers Out					
Total Other Sources (Uses)	-	-	-	-	-
Beginning Fund Balance:					
Reserved Beg.Fund Balance	-				-
Unreserved Beg.Fund Balance	35,000	-	91,911	-	126,911
	35,000	-	91,911	-	126,911
Ending Fund Balance:					
Reserved Ending Fund Balance	-				-
Unreserved Ending Fund Balance	10,000	-	-	-	10,000
	10,000	-	-	-	10,000

911 SURCHARGE	ORIGINAL FY 22-23 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	GRANTS	AMENDED BUDGET
REVENUES:					
Licenses and permits	840,000				840,000
Miscellaneous	5,000				5,000
Total Revenues	845,000	-	-	-	845,000
EXPENSES AND OTHER USES:					
Public Safety					
Salaries and wages	-				-
Employee benefits	-				-
Services & Supplies	742,086	20,000	768,285		1,530,371
Capital Outlay	-	(20,000)	443,260		423,260
Total Expenditures	742,086	-	1,211,545	-	1,953,631
OTHER FINANCE SOURCES (USES):					
Bond Proceeds					-
Transfers Out					
Debt Service Fund	(102,914)				(102,914)
Total Other Sources (Uses)	(102,914)	-	-	-	(102,914)
Beginning Fund Balance:					
Reserved Beg.Fund Balance	-				-
Unreserved Beg.Fund Balance	50,000	-	1,211,545	-	1,261,545
	50,000	-	1,211,545	-	1,261,545
Ending Fund Balance:					
Reserved Ending Fund Balance	-				-
Unreserved Ending Fund Balance	50,000	-	-	-	50,000
	50,000	-	-	-	50,000

INFRASTRUCTURE TAX	ORIGINAL FY 22-23 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	GRANTS	AMENDED BUDGET
REVENUES:					
TAXES	1,943,894				1,943,894
INTERGOVERNMENTAL	-			9,300,000	9,300,000
MISCELLANEOUS	20,000		-		20,000
Total Revenues	1,963,894	-	-	9,300,000	11,263,894
EXPENSES AND OTHER USES:					
Culture and Recreation					
Services & Supplies	-				-
Capital Outlay	-				-
Subtotal	-	-	-	-	-
Health					
Services & Supplies	-				-
Capital Outlay	-				-
Subtotal	-	-	-	-	-
Community Support					
Services & Supplies	300		32,803		33,103
Capital Outlay	1,187,669		1,971,254	9,300,000	12,458,923
Subtotal	1,187,969	-	2,004,057	9,300,000	12,492,026
Total Expenditures	1,187,969	-	2,004,057	9,300,000	12,492,026
OTHER FINANCE SOURCES (USES):					
Transfers In(Out)					
Regional Transportation Fund					-
Debt Service Fund	(775,925)		-		(775,925)
Total Other Sources (Uses)	(775,925)	-	-	-	(775,925)
Beginning Fund Balance:					
Reserved Beg.Fund Balance	-				-
Unreserved Beg.Fund Balance	100,000	-	2,004,057	-	2,104,057
	100,000	-	2,004,057	-	2,104,057
Ending Fund Balance:					
Reserved Ending Fund Balance	-				-
Unreserved Ending Fund Balance	100,000	-	-	-	100,000
	100,000	-	-	-	100,000

EXTRAORDINARY MAINTENANCE	ORIGINAL FY 22-23 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	GRANTS	AMENDED BUDGET
REVENUES:	-				
Miscellaneous	-				-
Total Revenues	-	-	-	-	-
EXPENSES AND OTHER USES:					
Capital Outlay					
General Government	-				-
Services & Supplies	-		498,026		498,026
Capital Outlay	12,257,508		2,971,163		15,228,671
Total Expenditures	12,257,508	-	3,469,189	-	15,726,697
OTHER FINANCE SOURCES (USES):					
Bond Proceeds					-
Transfers In					-
General Fund	2,265,990		1,687,205		3,953,195
Total Other Sources (Uses)	2,265,990	-	1,687,205	-	3,953,195
Beginning Fund Balance:					
Reserved Beg.Fund Balance	-				-
Unreserved Beg.Fund Balance	9,996,518	-	1,781,984	-	11,778,502
	9,996,518	-	1,781,984	-	11,778,502
Ending Fund Balance:					
Reserved Ending Fund Balance	-				-
Unreserved Ending Fund Balance	5,000	-	-	-	5,000
	5,000	-	-	-	5,000

RESIDENTIAL CONSTRUCTION	ORIGINAL FY 22-23 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	GRANTS	AMENDED BUDGET
REVENUES:					
Taxes	30,000				30,000
INTERGOVERNMENTAL					-
Miscellaneous	10,000				10,000
					-
Total Revenues	40,000	-	-	-	40,000
EXPENSES AND OTHER USES:					
Culture and Recreation					
Parks					
Salaries & Wages	-				-
Employee Benefits	-				-
Services and supplies	-				-
Capital outlay	40,000		832,771		872,771
Total Expenditures	40,000	-	832,771	-	872,771
OTHER FINANCE SOURCES (USES):					
Other Sources:					
Transfers in					-
Other Uses:					
Transfers Out					
General Fund					-
Contingency					-
Total Other Sources (Uses)	-	-	-	-	-
Beginning Fund Balance:					
Reserved Beg.Fund Balance					-
Unreserved Beg.Fund Balance	5,000		832,771		837,771
Total Beg. Fund Balance	5,000	-	832,771	-	837,771
Ending Fund Balance:					
Reserved Ending Fund Balance	-				-
Unreserved Ending Fund Balance	5,000	-	-	-	5,000
Total Ending Fund Balance	5,000	-	-	-	5,000

CARSON CITY DEBT SERVICE	ORIGINAL FY 22-23 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	GRANTS	AMENDED BUDGET
REVENUES:					-
INTERGOVERNMENTAL	499,875		-		499,875
MISCELLANEOUS	8,000		48,957		56,957
Total Revenues	507,875	-	48,957	-	556,832
EXPENDITURES:					
Debt Service					
Principal	6,051,800	-	-		6,051,800
Interest	2,338,983	-	-		2,338,983
Fiscal Charges	2,000				2,000
Bond Issuance Costs	-				-
Total Expenditures	8,392,783	-	-	-	8,392,783
OTHER FINANCE SOURCES (USES):					
Premium on Refunding Bonds	-				-
Refunding Bonds Issued	-				-
Payment to Refunded Bond Escrow					-
Operating Transfers In					
General Fund	3,384,514	-	-		3,384,514
Senior Citizens Center	-				-
Capital Projects	362,253				362,253
Regional Transportation	1,580,055				1,580,055
Infrastructure Fund	775,925				775,925
Quality of Life	645,372				645,372
V&T Special Revenue	1,041,875				1,041,875
911 Surcharge Fund	102,914				102,914
Total Other Sources (Uses)	7,892,908	-	-	-	7,892,908
Beginning Fund Balance	91,453		(48,957)		42,496
Ending Fund Balance	99,453	-	-	-	99,453

PROPRIETARY FUND AMBULANCE	ORIGINAL FY 22-23 BUDGET	TRANSFER IN (OUT)	BUDGET AUGMENTATION	AMENDED BUDGET
Operating Revenue				
Charges for Services				
Ambulance Fees	10,107,516			10,107,516
Less Uncollectible Accounts	(5,545,247)			(5,545,247)
Total Operating Revenue	4,562,269	-	-	4,562,269
Operating Expense				
Public Safety				
Salaries & Wages	2,153,982		-	2,153,982
Employee Benefits	1,528,376			1,528,376
Services & Supplies	1,196,039	65,000	(18,900)	1,242,139
Depreciation/amortization	125,000		15,000	140,000
Total Operating Expense	5,003,397	65,000	(3,900)	5,064,497
Operating Income or (Loss)	(441,128)	(65,000)	3,900	(502,228)
Nonoperating Revenues				
Interest Earned	25,000			25,000
Miscellaneous	-			-
Gain on Disposal of Fixed Assets	-			-
Operating Grant	-	-		-
Total Nonoperating Revenues	25,000	-	-	25,000
Nonoperating Expenses				
Total Nonoperating Expenses	-	-	-	-
Net Income before Operating Transfers	(416,128)	(65,000)	3,900	(477,228)
Operating Transfers				
In	-	-		-
Out	-			-
Net Operating Transfers	-	-	-	-
NET INCOME	(416,128)	(65,000)	3,900	(477,228)

PROPRIETARY FUND AMBULANCE FUND	ORIGINAL FY 22-23 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	AMENDED BUDGET
A. CASH FLOWS FROM OPERATING ACTIVITIES:				
Cash received for services	4,562,269			4,562,269
Cash payment for personnel costs	(3,407,358)		-	(3,407,358)
Cash payment for services & supplies	(1,196,039)	(65,000)	18,900	(1,242,139)
Miscellaneous cash received/(paid)	-			-
a. Net cash provided by (or used for) operating activities	(41,128)	(65,000)	18,900	(87,228)
B. CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:				
Subsidy from grants	-			-
Transfers In	-			-
Transfers Out	-			-
b. Net cash provided by (or used for) noncapital financing activities	-	-	-	-
C. CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:				
Capital grant	-			-
Acquisition of capital assets	(581,518)	65,000	(700,432)	(1,216,950)
c. Net cash provided by (or used for) capital and related financing activities	(581,518)	65,000	(700,432)	(1,216,950)
D. CASH FLOWS FROM INVESTING ACTIVITIES:				
Interest received on investments	25,000			25,000
d. Net cash provided by (or used in) investing activities	25,000	-	-	25,000
NET INCREASE (DECREASE) in cash and cash equivalents (a+b+c+d)	(597,646)	-	(681,532)	(1,279,178)
CASH AND CASH EQUIVALENTS AT JULY 1, 20xx	4,364,544		-	4,364,544
CASH AND CASH EQUIVALENTS AT JUNE 30, 20xx	3,766,898	-	(681,532)	3,085,366

PROPRIETARY FUND STORMWATER FUND	ORIGINAL FY 22-23 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	AMENDED BUDGET
Operating Revenue Charges for Services General Government Use Fees	2,037,304		400,000	2,437,304
Total Operating Revenue	2,037,304	-	400,000	2,437,304
Operating Expense Utility Enterprises Salaries & Wages Employee Benefits Services & Supplies Depreciation/amortization	233,451 147,830 621,388 400,000		- 85,000	233,451 147,830 621,388 485,000
Total Operating Expense	1,402,669	-	85,000	1,487,669
Operating Income or (Loss)	634,635	-	315,000	949,635
Nonoperating Revenues Interest Earned Miscellaneous	25,000			25,000 -
Total Nonoperating Revenues	25,000	-	-	25,000
Nonoperating Expenses Interest expense Bond Costs	194,715 -			194,715 -
Total Nonoperating Expenses	194,715	-	-	194,715
Net Income before Transfers	464,920	-	315,000	779,920
Transfers In - General Fund Out	- -			- -
Net Transfers	-	-	-	-
NET INCOME	464,920	-	315,000	779,920

PROPRIETARY FUND STORMWATER FUND	ORIGINAL FY 22-23 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	AMENDED BUDGET
A. CASH FLOWS FROM OPERATING ACTIVITIES:				
Cash received for services	2,037,304		400,000	2,437,304
Cash payment for personnel costs	(362,814)			(362,814)
Cash payment for services & supplies	(621,388)		-	(621,388)
Miscellaneous cash received/(paid)				-
a. Net cash provided by (or used for) operating activities	1,053,102	-	400,000	1,453,102
B. CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:				
Subsidy from federal grant				
Transfers In	-			-
b. Net cash provided by (or used for) noncapital financing activities	-	-	-	-
C. CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:				
Bond principal payments	(653,617)			(653,617)
Bond interest expense paid	(194,715)			(194,715)
Bond proceeds	-			-
Bond issue costs	-			-
Acquisition of capital assets	(701,430)		(917,356)	(1,618,786)
c. Net cash provided by (or used for) capital and related financing activities	(1,549,762)	-	(917,356)	(2,467,118)
D. CASH FLOWS FROM INVESTING ACTIVITIES:				
Interest received on investments	25,000			25,000
d. Net cash provided by (or used in) investing activities	25,000	-	-	25,000
NET INCREASE (DECREASE) in cash and cash equivalents (a+b+c+d)	(471,660)	-	(517,356)	(989,016)
CASH AND CASH EQUIVALENTS AT JULY 1, 20xx	1,578,529		-	1,578,529
CASH AND CASH EQUIVALENTS AT JUNE 30, 20xx	1,106,869	-	(517,356)	589,513

PROPRIETARY FUND WASTEWATER FUND	ORIGINAL FY 22-23 BUDGET	TRANSFER IN (OUT)	BUDGET AUGMENTATION	AMENDED BUDGET
Operating Revenue Charges for Services Use Fees and Charges	16,348,860			16,348,860
Total Operating Revenue	16,348,860	-	-	16,348,860
Operating Expense Utility Enterprises Salaries & Wages Employee Benefits Services & Supplies	1,828,957 1,034,488 4,940,071		- 430,000	1,828,957 1,034,488 5,370,071
Depreciation/amortization	5,035,000		60,000	5,095,000
Total Operating Expense	12,838,516	-	490,000	13,328,516
Operating Income or (Loss)	3,510,344	-	(490,000)	3,020,344
Nonoperating Revenues Interest Earned Miscellaneous Federal Subsidy - BAB Credits CSWD Reuse Mater Plan Agreement	20,000 21,000 1,550 -			20,000 21,000 1,550 -
Total Nonoperating Revenues	42,550	-	-	42,550
Nonoperating Expenses Interest expense Loss on Disposal of Fixed Asset Bond Costs Arbitrage Rebates Grant Expenses	1,151,720 - 1,500 - -			1,151,720 - 1,500 - -
Total Nonoperating Expenses	1,153,220	-	-	1,153,220
Net Income (Loss) before Contributions and Transfers	2,399,674	-	(490,000)	1,909,674
Capital Contributions Connection Fees Capital Grants	650,000 - -			650,000 - -
Total Capital Contributions	650,000	-	-	650,000
Transfers Out	-	-	-	-
NET INCOME	3,049,674	-	(490,000)	2,559,674

PROPRIETARY FUND WASTEWATER FUND	ORIGINAL FY 22-23 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	AMENDED BUDGET
A. CASH FLOWS FROM OPERATING ACTIVITIES:				
Cash received for services	16,348,860			16,348,860
Cash payment for personnel costs	(2,665,106)		-	(2,665,106)
Cash payment for services & supplies	(4,940,071)		(430,000)	(5,370,071)
Miscellaneous cash received/(paid)	21,000			21,000
a. Net cash provided by (or used for) operating activities	8,764,683	-	(430,000)	8,334,683
B. CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:				
CSWD Reuse Mater Plan Agreement				
b. Net cash provided by (or used for) noncapital financing activities	-	-	-	-
C. CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:				
Bond principal payments	(2,849,628)			(2,849,628)
Bond interest expense paid	(1,151,720)			(1,151,720)
Bond proceeds	-			-
Bond issue costs	(1,500)			(1,500)
Federal Subsidy - BAB Credits	1,550			1,550
Subsidy from grants	-			-
Acquisition of capital assets	(9,065,815)		(13,934,302)	(23,000,117)
Cash contributions - sewer connection fees	650,000			650,000
c. Net cash provided by (or used for) capital and related financing activities	(12,417,113)	-	(13,934,302)	(26,351,415)
D. CASH FLOWS FROM INVESTING ACTIVITIES:				
Interest received on investments	20,000			20,000
d. Net cash provided by (or used in) investing activities	20,000	-	-	20,000
NET INCREASE (DECREASE) in cash and cash equivalents (a+b+c+d)	(3,632,430)	-	(14,364,302)	(17,996,732)
CASH AND CASH EQUIVALENTS AT JULY 1, 20xx	22,615,382		-	22,615,382
CASH AND CASH EQUIVALENTS AT JUNE 30, 20xx	18,982,952	-	(14,364,302)	4,618,650

PROPRIETARY FUND WATER FUND	ORIGINAL FY 22-23 BUDGET	TRANSFER IN (OUT)	BUDGET AUGMENTATION	AMENDED BUDGET
Operating Revenue Charges for Services Use Fees and Charges	18,010,564			18,010,564
Total Operating Revenue	18,010,564	-	-	18,010,564
Operating Expense Utility Enterprises Salaries & Wages Employee Benefits Services & Supplies	2,195,064 1,273,063 5,925,928		10,000 - 140,000	2,205,064 1,273,063 6,065,928
Depreciation/amortization	3,500,000		310,000	3,810,000
Total Operating Expense	12,894,055	-	460,000	13,354,055
Operating Income or (Loss)	5,116,509	-	(460,000)	4,656,509
Nonoperating Revenues Interest Earned Miscellaneous Federal Subsidy - BAB Credits Solar Rebate	30,000 - 3,376 -			30,000 - 3,376 -
Total Nonoperating Revenues	33,376	-	-	33,376
Nonoperating Expenses Interest expense Loss on Disposal of Fixed Asset Bond Costs Arbitrage Rebates Grant Expenses	1,779,479 - 2,000 - -		292,968	1,779,479 - 2,000 - 292,968
Total Nonoperating Expenses	1,781,479	-	292,968	2,074,447
Net Income (Loss) before Contributions and Transfers	3,368,406	-	(752,968)	2,615,438
Capital Contributions Connection Fees Capital Grants	656,605 125,000		292,968	656,605 417,968
Total Capital Contributions	781,605	-	292,968	1,074,573
Transfers Out	-	-	-	-
NET INCOME	4,150,011	-	(460,000)	3,690,011

PROPRIETARY FUND WATER FUND	ORIGINAL FY 22-23 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	AMENDED BUDGET
A. CASH FLOWS FROM OPERATING ACTIVITIES:				
Cash received for services	18,010,564			18,010,564
Cash payment for personnel costs	(3,182,127)		(10,000)	(3,192,127)
Cash payment for services & supplies	(5,925,928)		(140,000)	(6,065,928)
Miscellaneous cash received/(paid)	-			-
a. Net cash provided by (or used for) operating activities	8,902,509	-	(150,000)	8,752,509
B. CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:				
Subsidy from federal grant	-			-
Transfers In (Out)	-			-
Miscellaneous	-			-
b. Net cash provided by (or used for) noncapital financing activities	-	-	-	-
C. CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:				
Bond principal payments	(3,508,748)			(3,508,748)
Bond interest expense paid	(1,779,479)			(1,779,479)
Bond proceeds	-			-
Bond issue costs	(2,000)			(2,000)
Federal Subsidy - BAB Credits	3,376			3,376
Subsidy from grants	125,000		292,968	417,968
Acquisition of capital assets	(6,435,000)		(16,086,142)	(22,521,142)
Cash contributions - water connection fees	656,605			656,605
c. Net cash provided by (or used for) capital and related financing activities	(10,940,246)	-	(15,793,174)	(26,733,420)
D. CASH FLOWS FROM INVESTING ACTIVITIES:				
Interest received on investments	30,000			30,000
d. Net cash provided by (or used in) investing activities	30,000	-	-	30,000
NET INCREASE (DECREASE) in cash and cash equivalents (a+b+c+d)	(2,007,737)	-	(15,943,174)	(17,950,911)
CASH AND CASH EQUIVALENTS AT JULY 1, 20xx	23,907,430		-	23,907,430
CASH AND CASH EQUIVALENTS AT JUNE 30, 20xx	21,899,693	-	(15,943,174)	5,956,519

PROPRIETARY FUND CEMETERY FUND	ORIGINAL FY 22-23 BUDGET	TRANSFER IN (OUT)	BUDGET AUGMENTATION	AMENDED BUDGET
Operating Revenue Charges for Services Health Cemetery Charges	150,416		-	150,416
Total Operating Revenue	150,416	-	-	150,416
Operating Expense Health Salaries & Wages Employee Benefits Services & Supplies Depreciation/amortization	62,966 40,254 47,708 13,500		- - 113,426	62,966 40,254 161,134 13,500
Total Operating Expense	164,428	-	113,426	277,854
Operating Income or (Loss)	(14,012)	-	(113,426)	(127,438)
Nonoperating Revenues Interest Earned Miscellaneous	3,000 7,699		-	3,000 7,699
Total Nonoperating Revenues	10,699	-	-	10,699
Nonoperating Expenses Loss on Disposal of Fixed Asset	-			-
Total Nonoperating Expenses	-	-	-	-
Net Income before Operating Transfers	(3,313)	-	(113,426)	(116,739)
Operating Transfers In Out	10,000 -			10,000 -
Net Operating Transfers	10,000	-	-	10,000
NET INCOME	6,687	-	(113,426)	(106,739)

PROPRIETARY FUND CEMETERY FUND	ORIGINAL FY 22-23 BUDGET	TRANSFERS IN (OUT)	BUDGET SUPPLEMENTATION	AMENDED BUDGET
A. CASH FLOWS FROM OPERATING ACTIVITIES:				
Cash received for services	150,416			150,416
Cash payment for personnel costs	(86,609)			(86,609)
Cash payment for services & supplies	(47,708)		(113,426)	(161,134)
Miscellaneous cash received/(paid)	7,699			7,699
a. Net cash provided by (or used for) operating activities	23,798	-	(113,426)	(89,628)
B. CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:				
Transfers In	10,000			10,000
Transfers Out	-			-
b. Net cash provided by (or used for) noncapital financing activities	10,000	-	-	10,000
C. CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:				
Proceeds from sale of equipment	-			-
Net acquisition of prop, plant & equip	-		(35,134)	(35,134)
c. Net cash provided by (or used for) capital and related financing activities	-	-	(35,134)	(35,134)
D. CASH FLOWS FROM INVESTING ACTIVITIES:				
Interest received on investments	3,000		-	3,000
d. Net cash provided by (or used in) investing activities	3,000	-	-	3,000
NET INCREASE (DECREASE) in cash and cash equivalents (a+b+c+d)	36,798	-	(148,560)	(111,762)
CASH AND CASH EQUIVALENTS AT JULY 1, 20xx	353,002		-	353,002
CASH AND CASH EQUIVALENTS AT JUNE 30, 20xx	389,800	-	(148,560)	241,240

PROPRIETARY FUND FLEET MANAGEMENT	ORIGINAL FY 22-23 BUDGET	TRANSFER IN (OUT)	BUDGET AUGMENTATION	AMENDED BUDGET
Operating Revenue				
Charges for Services				
General Government				
Administrative Fees	2,513,744			2,513,744
Total Operating Revenue	2,513,744	-	-	2,513,744
Operating Expense				
General Government				
Salaries & Wages	860,611		-	860,611
Employee Benefits	533,729		-	533,729
Services & Supplies	1,304,890		-	1,304,890
Depreciation/amortization	250,000			250,000
Total Operating Expense	2,949,230	-	-	2,949,230
Operating Income or (Loss)	(435,486)	-	-	(435,486)
Nonoperating Revenues				
Interest Earned	15,000			15,000
Miscellaneous	-			-
Total Nonoperating Revenues	15,000	-	-	15,000
Nonoperating Expenses				
Interest Expense	-			-
Total Nonoperating Expenses	-	-	-	-
Net Income before Operating Transfers	(420,486)	-	-	(420,486)
Operating Transfers				
In	-			-
Out	-			-
Net Operating Transfers	-	-	-	-
NET INCOME	(420,486)	-	-	(420,486)

PROPRIETARY FUND FLEET MANAGEMENT	ORIGINAL FY 22-23 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	AMENDED BUDGET
A. CASH FLOWS FROM OPERATING ACTIVITIES:				
Cash received from other funds	2,513,744			2,513,744
Cash payment for personnel costs	(1,229,995)		-	(1,229,995)
Cash payment for services & supplies	(1,304,890)		-	(1,304,890)
Miscellaneous cash received/(paid)	-			-
a. Net cash provided by (or used for) operating activities	(21,141)	-	-	(21,141)
B. CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:				
Transfers In	-			-
Transfers Out	-			-
b. Net cash provided by (or used for) noncapital financing activities	-	-	-	-
C. CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:				
Bond principal payments	-			-
Bond Interest expense paid	-			-
Acquisition of capital assets	(269,855)		(918,794)	(1,188,649)
c. Net cash provided by (or used for) capital and related financing activities	(269,855)	-	(918,794)	(1,188,649)
D. CASH FLOWS FROM INVESTING ACTIVITIES:				
Interest received on investments	15,000			15,000
d. Net cash provided by (or used in) investing activities	15,000	-	-	15,000
NET INCREASE (DECREASE) in cash and cash equivalents (a+b+c+d)	(275,996)	-	(918,794)	(1,194,790)
CASH AND CASH EQUIVALENTS AT JULY 1, 20xx	1,921,752		-	1,921,752
CASH AND CASH EQUIVALENTS AT JUNE 30, 20xx	1,645,756	-	(918,794)	726,962



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** February 2, 2023

Staff Contact: Sheri Russell-Benabou, Chief Financial Officer

Agenda Title: For Possible Action: Discussion and possible action to adopt, on second reading, Bill No. 101, a proposed ordinance authorizing the issuance by Carson City of its "General Obligation (Limited Tax) Infrastructure Sales Tax Bonds (Additionally Secured by Pledged Revenues), Series 2023" in the aggregate principal amount not to exceed \$5,550,000. (Sheri Russell-Benabou, srussell@carson.org)

Staff Summary: This is the second reading of a proposed ordinance which, if enacted, will authorize the issuance of the "General Obligation (Limited Tax) Infrastructure Sales Tax Bonds (Additionally Secured by Pledged Revenues), Series 2023" in the aggregate principal amount not to exceed \$5,550,000 for the purpose of financing certain infrastructure projects set forth in NRS 377B.160(3).

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

Proposed Motion

I move to adopt, on second reading, Bill No. 101, Ordinance No. _____.

Board's Strategic Goal

Efficient Government

Previous Action

January 19, 2023 (Item 14A): The Board of Supervisors ("Board") approved, on first reading, Bill No. 101.

November 3, 2022 (Item 24A): The Board held a public hearing regarding the proposed issuance.

October 5, 12, and 19, 2022: The Resolution of Intent was published in the Nevada Appeal.

September 1, 2022 (Item 18A): The Board approved Resolution #2022-R29, a resolution of intent, proposing the issuance of; and authorizing the publication of notices related to general obligation (limited tax) infrastructure sales tax bonds (additionally secured by pledged revenues), in the aggregate principal amount not to exceed \$5,550,000.

August 23, 2022 (Item E): The Debt Management Commission adopted a resolution approving Carson City's proposed issuance of infrastructure sales tax general obligation bonds.

August 4, 2022 (Item 12A): The Board adopted Resolution #2022-R-27, a resolution directing staff to notify the Carson City Debt Management Commission of the City's intent to issue infrastructure sales tax general obligation bonds in an amount not to exceed \$5,550,000.

Background/Issues & Analysis

This ordinance is being proposed to issue a general obligation bond in an amount not to exceed \$5,550,000 to fund the balance of the William Street Corridor Project that remains unfunded. The total project costs are \$22,240,787. The City received a federal appropriation of approximately \$2 million and \$9.3 million from a Rebuilding American Infrastructure with Sustainability and Equity ("RAISE") federal grant. In addition, \$5,540,787 is available through Redevelopment, Water, Wastewater and Stormwater Funds for their portion of this project, leaving a remaining project balance of \$5,400,000. The bond issuance costs are included in the total not to exceed amount requested. The City has been able to reduce the amount borrowed based on the federal appropriation and grants received.

The interest rate on the proposed bonds was initially estimated by the City's municipal advisor, JNA Consulting Group, to be five percent. Based on current market conditions, JNA considers this estimate to be conservative. Prior to the adoption of the bond ordinance mentioned above, an updated estimate will be provided to the Board.

Annual debt service on the bonds will be paid from the City's Infrastructure Tax Fund. The bonds are additionally secured by a one-eighth of one percent (0.125%) sales tax.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapters 350 and 377B

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Infrastructure Tax Fund, Bond Proceeds 3100099-483030; Transfer to Debt service 3100079-507205; and Debt Service Fund, principal, and interest payments 4107100-50XXXX.

Is it currently budgeted? No

Explanation of Fiscal Impact: Bond proceeds and issuance costs would be posted to the Infrastructure Tax Fund, Bond Proceeds 3100099-483030. Bond issuance costs will be deducted from the bond proceeds and remaining amounts available for the project will be \$5,400,000. The estimated annual debt service payments for these bonds are approximately \$553,000 for 15 years. Final amounts of bond proceeds, issuance costs, debt service and capital project proceeds will be added to the Infrastructure Tax Fund and Debt Service budgets through a budget augmentation in Fiscal Year 2023 once bond numbers are finalized.

Alternatives

Do not introduce the ordinance and elect to not pursue the financing and instead accumulate funds to do projects on a pay-as-you-go basis and/or provide alternative direction to staff.

Attachments:

[Bond Ordinance \(55367507v7\) Second Reading.DOCX](#)

[Appendix CDC \(55884547v2\).DOC](#)

[Funding Model CACI 2023 Infrastructure Bonds \(2023-01-04\).pdf](#)

Board Action Taken:

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

(Vote Recorded By)

Summary - An ordinance authorizing the issuance by Carson City, Nevada, of its General Obligation (Limited Tax) Infrastructure Sales Tax Bonds (Additionally Secured by Pledged Revenues), Series 2023.

BILL NO. 101

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF CARSON CITY, NEVADA AUTHORIZING THE ISSUANCE OF ITS “CARSON CITY, NEVADA, GENERAL OBLIGATION (LIMITED TAX) INFRASTRUCTURE SALES TAX BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES), SERIES 2023” FOR THE PURPOSE OF FINANCING CERTAIN INFRASTRUCTURE PROJECTS SET FORTH IN NRS 377B.160(3); PROVIDING THE FORM, TERMS AND CONDITIONS OF THE BONDS, AND THE GENERAL TAX PROCEEDS AND THE REVENUES PLEDGED FOR THE PAYMENT OF SUCH BONDS; RATIFYING ACTION PREVIOUSLY TAKEN TOWARD ISSUING THE PROPOSED BONDS; PROVIDING OTHER MATTERS RELATING THERETO; AND PROVIDING THE EFFECTIVE DATE HEREOF.

WHEREAS, Carson City in the State of Nevada (the “City” and the “State,” respectively) is a political subdivision of the State duly organized as a consolidated municipality under the provisions of Section 37A of Article 4 of the Nevada Constitution and operating pursuant to Nevada Revised Statutes (“NRS”) Chapters 244 and 268 and the general laws of the State, when not inconsistent with the Statutes of Nevada 1969, Chapter 213 (the “Charter”); and

WHEREAS, Nevada Revised Statutes (“NRS”) 350.500 through 350.720, inclusive, designated in 350.500 thereof as the “Local Government Securities Law” (the “Bond Act”), Section 7.030 of the Charter and NRS Chapter 377B (the “Act”) in effect provide that the Board of Supervisors of the City (the “Board”) has the power to borrow money for corporate purposes; and

WHEREAS, pursuant to the Act, the City has authorized the imposition of a tax within the City of one-eighth of 1 percent (0.125%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail, or stored, used or otherwise consumed, in the City as set forth in Chapter 21.08 of the Carson City Municipal Code (the “Sales Tax”); the proceeds of which Sales Tax must be expended to repay bonds issued to acquire, establish,

construct, expand, improve and equip certain infrastructure projects set forth in NRS 377B.160(3) pursuant to the Act and in accordance with a plan approved by the Board (collectively, the “Project”); and

WHEREAS, pursuant to NRS 377B.150, the City shall continue to deposit the money received from the Sales Tax in the City treasury for credit to the infrastructure fund (the “Infrastructure Fund”); and

WHEREAS, the City has determined and hereby determines that the Pledged Revenues (defined below) will at least equal the amount required in each year for the payment of the interest on and principal of the Bonds (defined below) proposed to be issued pursuant to the Proposal (defined below), without regard to any option reserved by the City for early redemption; and

WHEREAS, pursuant to NRS 350.016 to 350.0165, inclusive, the City has submitted to the Debt Management Commission of Carson City (the “Commission”), the City’s proposal to issue its general obligation infrastructure sales tax bonds in the aggregate principal amount of \$5,550,000 (the “Proposal”); and

WHEREAS, the Commission has heretofore approved the Proposal; and

WHEREAS, other than the 2014 Bonds (defined below), there are currently no outstanding obligations which are secured in whole or in part by Pledged Revenues (defined below) and the City has never pledged nor in any way hypothecated the Pledged Revenues to the payment of any bonds or for any other purpose with the result that the Pledged Revenues may now be pledged to repayment of the Bonds; and

WHEREAS, pursuant to a resolution passed and adopted by the Board, notice of adoption of the resolution of intent to issue the Bonds and notice of public hearing was published in a newspaper of general circulation in the City; and

WHEREAS, a public hearing was held and the time within which to present a petition to the City requesting an election will expire prior to the issuance of the Bonds; and

WHEREAS, the City has provided for the sale of the “Carson City, Nevada, General Obligation (Limited Tax) Infrastructure Sales Tax Bonds (Additionally Secured by Pledged Revenues), Series 2023” (the “Bonds”) for the purpose of financing the costs of the Project; and

WHEREAS, the Board hereby authorizes the City’s Chief Financial Officer (the “Chief Financial Officer”), or the City Manager, as the chief administrative officer of the City (the “City Manager”), to accept a binding bid for the Bonds from the best bidder therefor (the “Purchaser”) which bid offers to purchase the Bonds bearing interest at the rates per annum provided in the bond purchase proposal submitted by the Purchaser and upon the other terms provided below (the “Bond Purchase Proposal”), for a purchase price consisting of the principal amount (not to exceed \$5,550,000), plus accrued interest from the date of the Bonds to the date of their delivery, plus a premium or less a discount not to exceed nine percent of such principal amount, all as specified in a certificate dated on or before the date of delivery of the Bonds (the “Certificate of the Chief Financial Officer”), which price does not result in an effective interest rate on the Bonds in excess of three percent over the Index of Twenty Bonds most recently published in The Bond Buyer prior to the time bids were received for the Bonds; and

WHEREAS, the Board has considered, has further determined and declares:

A. The Board has studied the desirability and feasibility of the Project and has determined to authorize the issuance of the Bonds additionally secured by the Pledged Revenues for the Project; and

B. The Board has approved a plan pursuant to the Act and the Project is included within the plan; and

C. It is necessary and in the best interests of the City and its inhabitants that the City construct the Project and defray all or a portion of the cost of the Project by the issuance and sale of the Bonds; and

WHEREAS, the City hereby elects to have the provisions of Chapter 348 of NRS (the “Supplemental Bond Act”) apply to the Bonds; and

WHEREAS, there have been filed with the City:

A. the form of a Continuing Disclosure Certificate to be dated as of the date of closing on the Bonds (the “Continuing Disclosure Certificate”); and

B. the form of the preliminary official statement (the “Preliminary Official Statement”) for the Bonds; and

WHEREAS, the Board has determined and does hereby declare that each of the limitations and other conditions to the issuance of the Bonds in the Bond Act, and in any other relevant act of the State or the Federal Government, has been met and pursuant to NRS 350.708,

this determination of the Board that the limitations in the Bond Act have been met shall be conclusive in the absence of fraud or arbitrary or gross abuse of discretion; and

WHEREAS, the Board has determined and does hereby declare:

A. This Ordinance pertains to the sale, issuance and payment of the Bonds; and

B. Such declaration shall be conclusive in the absence of fraud or gross abuse of discretion in accordance with the provisions of NRS 350.579(2).

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF CARSON CITY DO ORDAIN:

ARTICLE I.

SHORT TITLE, DEFINITIONS, INTERPRETATION, RATIFICATION, TRANSMITTAL, REPEALER, SEVERABILITY, PUBLICATION OF ORDINANCE AND EFFECTIVE DATE

Section 101 Short Title. This ordinance shall be known as and may be designated by the short title “2023 Infrastructure Sales Tax Bond Ordinance” (this “Ordinance”).

Section 102 Meanings and Definitions. The terms in this Section defined for all purposes of this Ordinance and of any instrument amendatory hereof or supplemental hereto, and of any other instrument or any other document relating hereto, except where the context by clear implication otherwise requires, shall have the meanings herein specified:

A. “2014 Bonds” means the “Carson City, Nevada, General Obligation (Limited Tax) Infrastructure Sales Tax Bonds (Additionally Secured by Pledged Revenues), Series 2014F.”

B. “Acquire” or “acquisition” means the opening, laying out, establishment, purchase, construction, securing, installation, reconstruction, lease, gift, grant from the United States of America, any agency, instrumentality or corporation thereof, the State of Nevada, any body corporate and politic therein, any corporation, the State, or any person, the endowment, bequest, devise, condemnation, transfer, assignment, option to purchase, other contract, or other acquirement (or any combination thereof) of any project or an interest therein, authorized by the Act.

C. “Annual principal and interest requirements” means the sum of the principal of and interest on the Bonds and any other Outstanding designated securities payable from the Pledged Revenues having a lien thereon on a parity with the lien thereon of the Bonds, to be paid during any Bond Year, but excluding any reserve requirements to secure such payments unless otherwise expressly provided. In calculating this amount, the principal amount of bonds required to be redeemed prior to maturity pursuant to a mandatory redemption schedule contained in the resolution, ordinance or other instrument authorizing the issuance of such bonds (e.g., the schedule, if any, set forth in the Certificate of the Chief Financial Officer) shall be treated as maturing in the Bond Year in which such bonds are so required to be redeemed, rather than in the Bond Year in which the stated maturity of such bonds occurs.

D. “Board” means the Board of Supervisors of Carson City, in the State of Nevada, including any successor to the Board.

E. “Bond Act” means NRS 350.500 through 350.720, and all laws amendatory thereof, designated in Section 350.500 thereof as the Local Government Securities Law.

F. “Bond Fund” means the special account designated as the “Carson City, Nevada, General Obligation (Limited Tax) Infrastructure Sales Tax Bonds (Additionally Secured by Pledged Revenues), Series 2023, Pledged Revenues, Interest and Principal Retirement Fund,” created herein, and required to be accumulated and maintained as set forth herein.

G. “Bond Requirements” means the principal of, any prior redemption premiums due in connection with, and the interest on the Bonds, any Parity Securities and any additional bonds or other additional securities payable from the Pledged Revenues and hereafter issued, or such part of such securities or such other securities relating to the Project as may be designated, as such principal, premiums and interest become due at maturity or on a Redemption Date designated in a mandatory redemption schedule, in a notice of prior redemption, or otherwise.

H. “Bonds” means the “Carson City, Nevada, General Obligation (Limited Tax) Infrastructure Sales Tax Bonds (Additionally Secured by Pledged Revenues), Series 2023” authorized herein.

I. “Bond Year” for purposes of this Ordinance means the 12 months commencing on July 1 of any calendar year and ending on June 30 of the next succeeding calendar year.

J. “Budget Act” means NRS 354.470 to 354.626, inclusive, and all laws amendatory thereof, designated in Section 354.470 thereof as the Local Government Budget Act.

K. “Chief Financial Officer” means the de jure or de facto Chief Financial Officer of the City or his or her successor in functions, if any.

L. “City” means Carson City, in the State of Nevada, and constituting a political subdivision thereof, or any successor municipal corporation; and where the context so indicates, either such term means the geographical area comprising Carson City.

M. “Clerk-Recorder” means the de jure or de facto clerk of the City, presently the Clerk-Recorder, or his or her successor in functions, if any.

N. “City Treasurer” or “Treasurer” means the de jure or de facto Treasurer of the City, or his or her successor in functions, if any.

O. “Code” means the Carson City Municipal Code.

P. “Combined maximum annual principal and interest requirements” means the greatest of the annual principal and interest requirements, paid during any Bond Year for the period beginning with the Bond Year in which such computation is made and ending with the Bond Year in which any bond last becomes due at maturity or on a Redemption Date on which any bond thereafter maturing is called for prior redemption. Any such computation shall be adjusted as provided in Section 803C hereof, and shall be made by an Independent Accountant, the Chief Financial Officer or the City Treasurer if expressly so required.

Q. “Commercial bank” means a state or national bank or trust company which is a member of the Federal Deposit Insurance Corporation and which is located within the United States and such term includes, without limitation, any “trust bank” as herein defined.

R. “Cost of the Project” means all or any part designated by the City of the cost of the Project, which cost, at the option of the City, except as limited by law, may include all or any part of the incidental costs relating to the Project, including, without limitation:

(a) Preliminary expenses advanced by the City from funds available for use therefor or from any other source, or advanced with the approval of the City from funds available therefor or from any other source by the State, the Federal Government, or by any other Person with the approval of the City (or any combination thereof);

(b) The costs in the making of surveys, audits, preliminary plans, other plans, specifications, estimates of costs, and other preliminaries;

(c) The costs of premiums on builders’ risk insurance and performance bonds, or a reasonably allocable share thereof;

(d) The costs of appraising, printing, estimates, advice, services of engineers, architects, accountants, financial consultants, attorneys at law, clerical help, or other agents or employees;

(e) The costs of making, publishing, posting, mailing and otherwise giving any notice in connection with the Project, the filing or recordation of instruments, the taking of options, the issuance of the Bonds and any other securities relating to the Project, and bank fees and expenses;

(f) The costs of contingencies;

(g) The costs of the capitalization with the proceeds of the Bonds of any interest on the bonds or other securities for any period not exceeding the period estimated by the City to effect the Project plus one year, of any discount on the bonds or other securities, and of any reserves for the payment of the principal of and interest on the Bonds or other securities, of any replacement expenses, and of any other cost of the issuance of the Bonds or other securities relating to the Project;

(h) The costs of amending any ordinance, resolution or other instrument authorizing the issuance of or otherwise relating to the Outstanding Bonds or other securities relating to the Project;

(i) The costs of funding any emergency loans, construction loans and other temporary loans of not exceeding 10 years relating to the Project and of the incidental expenses incurred in connection with such loans;

(j) The costs of any properties, rights, easements or other interests in properties, or any licenses, privileges, agreements and franchises;

(k) The costs of demolishing, removing or relocating any buildings, structures or other facilities on land acquired for the Project, and of acquiring lands to which such buildings, structures or other facilities may be moved or relocated; and

(l) All other expenses necessary or desirable and relating to the Project, as estimated or otherwise ascertained by the City.

S. “Events of Default” means the events stated in Section 1103 hereof.

T. “Federal Government” means the United States, or any agency, instrumentality or corporation thereof.

U. “Federal Securities” means bills, certificates of indebtedness, notes, bonds or similar securities which are direct obligations of, or the principal and interest of which securities are unconditionally guaranteed by, the United States.

V. “Fiscal Year” means the 12 months commencing on July 1 of any calendar year and ending on June 30 of the next succeeding calendar year; but if the Nevada legislature changes the statutory fiscal year relating to the City and the Project, the Fiscal Year shall conform to such modified statutory fiscal year from the time of each such modification, if any.

W. “General Tax Interest Account” means the “Carson City, Nevada, General Obligation (Limited Tax) Infrastructure Sales Tax Bonds (Additionally Secured by Pledged Revenues), Series 2023, General Tax Interest Account,” created in Section 501 of this Ordinance.

X. “General Tax Principal Account” means the “Carson City, Nevada, General Obligation (Limited Tax) Infrastructure Sales Tax Bonds (Additionally Secured by Pledged Revenues), Series 2023, General Tax Principal Account,” created in Section 501 of this Ordinance.

Y. “General Taxes” or “Taxes” means general (ad valorem) taxes levied by the City against all taxable property within the boundaries of the City (unless otherwise qualified).

Z. “Hereby,” “herein,” “hereinabove,” “hereinafter,” “hereinbefore,” “hereof,” and any similar term refer to this Ordinance and not solely to the particular portion thereof in which the word is used; “heretofore” means before the adoption of this Ordinance; and “hereafter” means after the adoption of this Ordinance.

AA. “Independent Accountant” means any certified public accountant, or any firm of certified public accountants, duly licensed to practice and practicing as such under the laws of the State, as from time to time appointed and compensated by the City on the behalf and in the name of the City:

(a) Who or which is, in fact, independent and not under the domination of the City;

(b) Who or which does not have any substantial interest, direct or indirect, with the City, and

(c) Who or which is not connected with the City as an officer or employee thereof, but who may be regularly retained to make annual or similar audits of any books or records of the City.

BB. “Infrastructure Fund” means the infrastructure fund heretofore established pursuant to the Act and the Sales Tax Ordinance

CC. “Mayor” means the de jure or de facto member of the Board who presides over its meetings and is the head of the government of Carson City, or his or her successor in functions, if any.

DD. “NRS” means Nevada Revised Statutes.

EE. “Newspaper” means a newspaper printed in the English language, published at least once each calendar week.

FF. “Ordinance” or the “2023 Ordinance” means this ordinance authorizing the issuance of the Bonds.

GG. “Outstanding” when used with reference to the Bonds or any other designated securities and as of any particular date means all the Bonds or any such other securities payable from the Pledged Revenues in any manner theretofore and thereupon being executed and delivered:

(a) Except any Bond or other security canceled by the City, by the Paying Agent or otherwise on the City’s behalf, at or before such date;

(b) Except any Bond or other security the payment of which is then due or past due and moneys fully sufficient to pay which are on deposit with the Paying Agent;

(c) Except any Bond or other security for the payment or the redemption of which moneys at least equal to the City’s Bond Requirements to the date of maturity or to any Redemption Date, shall have heretofore been deposited with a trust bank in escrow or in trust for that purpose, as provided in Section 1001 hereof; and

(d) Except any Bond or other security in lieu of or in substitution for which another bond or other security shall have been executed and delivered pursuant to Sections 306 or 1209 hereof.

HH. “Owner” or any similar term, when used in conjunction with any Bonds, or any other designated securities, means the registered owner of any Bonds or other security which is registrable for payment if it shall at the time be registered for payment otherwise than to bearer.

II. “Parity Bonds” or “Parity Securities” means bonds or securities which have a lien on the Pledged Revenues which is on a parity with the lien thereon securing the Bonds, including, but not limited to, the 2014 Bonds, to the extent issued in accordance with the terms, conditions and limitations hereof.

JJ. “Paying Agent” means Zions Bancorporation, National Association or any successor thereto as paying agent for the Bonds.

KK. “Person” means a corporation, firm, other body corporate (including, without limitation, the Federal Government, the State, or any other body corporate and politic other

than the City), partnership, association or individual, and also includes an executor, administrator, trustee, receiver or other representative appointed according to law.

LL. “Pledged Revenues” means all income and revenue derived by the City from the Sales Tax imposed by the City. The Pledged Revenues means all or a portion of the Pledged Revenues but does not include any amounts determined, pursuant to State law, to be subject to valid claims for refunds or amounts on deposit in the Rebate Account. The designated term indicates sources of revenues and does not necessarily indicate all or any portion or other part of such revenues in the absence of further qualification. “Pledged Revenues” includes income derived from any additional Sales Tax imposed by the City if the Board elects to include the additional tax in “Pledged Revenues” for the remaining term of the Bonds.

MM. “Purchaser” means the purchaser identified in the Certificate of the Chief Financial Officer.

NN. “Rebate Account” means the “Carson City, Nevada, General Obligation (Limited Tax) Infrastructure Sales Tax Bonds (Additionally Secured by Pledged Revenues), Series 2023, Rebate Account” created in Section 607 hereof.

OO. “Redemption Date” means a date fixed for the redemption prior to their respective maturities of any Bonds or other designated securities payable from all or a portion of the Pledged Revenues in any mandatory redemption schedules, or in any notice of prior redemption or otherwise fixed and designated by the City.

PP. “Redemption Price” means, when used with respect to a Bond or other designated security payable from the Pledged Revenues, the principal amount thereof plus accrued interest thereon to the Redemption Date plus the applicable premium, if any, payable upon the redemption thereof prior to the stated maturity date of such Bond or other security on a Redemption Date in the manner contemplated in accordance with the security’s terms.

QQ. “Registrar” means Zions Bancorporation, National Association or any successor thereto as registrar for the Bonds.

RR. “Regular Record Date” means the 15th day of the calendar month next preceding each interest payment date.

SS. “Sales Tax” means the tax imposed pursuant to the Act and the Sales Tax Ordinance, upon retailers at the rate of one-eighth of 1 percent of the gross receipts of any retailer from the sale of tangible personal property sold at retail, or stored, used or otherwise consumed in

the City as set forth in Chapter 21.08 of the Code, less any fees, taxes, interest, and penalties collected during the preceding month pursuant to NRS 377B.130(3)(a), as amended, as compensation to the State for the cost of collecting the Sales Tax. A purchaser is entitled to a refund of the amount of the tax required to be paid that is attributable to the tax imposed on the sale of, and the storage, use or other consumption in the City of, tangible personal property used for the performance of a written contract: (a) entered into on or before the effective date of the Sales Tax or increase in the Sales Tax; or (b) for the construction of an improvement to real property for which a binding bid was submitted before the effective date of the Sales Tax or increase in the Sales Tax if the bid was afterward accepted, if, under the terms of the contract or bid, the contract price or bid amount cannot be adjusted to reflect the imposition of the Sales Tax. The Sales Tax, upon receipt from the State Controller, is to be held by the City in the Infrastructure Fund.

TT. “Sales Tax Ordinance” means the ordinance adopted by the Board on May 1, 2014, relating to the imposition of the Sales Tax pursuant to the Act.

UU. “Special Record Date” means a special date fixed by the Paying Agent to determine the names and addresses of owners of the Bonds for the payment of any defaulted interest on any of the Bonds, as further provided herein. At least 10 days’ notice will be given by the Paying Agent to each owner of a Bond as stated on the Registrar’s registration list at the close of business on a date fixed by the Paying Agent, stating the date of the Special Record Date and the due date fixed for the payment of such defaulted interest.

VV. “State” means the State of Nevada, in the United States and where the context so indicates, “State” means the geographical area comprising the State of Nevada.

WW. “Subordinate Bonds” or “Subordinate Securities” means bonds or securities which have a lien on the Pledged Revenues that is subordinate and junior to the lien thereon of the Bonds and any Parity Securities, to the extent issued in accordance with the terms, conditions and limitations hereof.

XX. “Superior Bonds” or “Superior Securities” means bonds or securities which have a lien on the Pledged Revenues that is superior to the lien thereon of the Bonds and any Parity Securities, to the extent issued in accordance with the terms, conditions and limitations hereof.

YY. “Tax Code” means the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds.

ZZ. “Taxes” means General Taxes.

AAA. “Trust bank” means a “commercial bank,” as defined herein, which bank is authorized to exercise and is exercising trust powers, and also means any branch of the Federal Reserve Bank.

Section 103 Construction. This Ordinance, except where the context by clear implication herein otherwise requires, shall be construed as follows:

A. Words in the singular number include the plural, and words in the plural include the singular.

B. Words in the masculine gender include the feminine and the neuter, and when the sense so indicates words of the neuter gender refer to any gender.

C. The titles and leadlines applied to articles, sections, subsections and paragraphs of this Ordinance are inserted only as a matter of convenience and ease in reference and in no way define, limit or describe the scope or intent of any provisions of this Ordinance.

D. Any securities payable from all or a portion of the Pledged Revenues and held by the City shall not be deemed to be Outstanding for the purpose of redemption nor Outstanding for the purpose of consents hereunder or for other purposes provided herein.

Section 104 Successors. Whenever herein the City is named or is referred to, such provision shall be deemed to include any successors of the City, whether so expressed or not. All of the covenants, stipulations, obligations and agreements by or on behalf of and other provisions for the benefit of the City contained herein shall bind and inure to the benefit of any officer, board, district, commission, authority, agent, bureau or instrumentality to whom or to which there shall be transferred by or in accordance with law any right, power or duty of the City or of their respective successors, if any, the possession of which is necessary or appropriate in order to comply with any such covenants, stipulations, obligations, agreements or other provisions hereof.

Section 105 Parties Interested Herein. Except as herein otherwise expressly provided, nothing herein expressed or implied confers upon or gives to any Person (other than the Paying Agent, the owners from time to time of the Bonds, and the owners of any other securities payable from Pledged Revenues when reference is expressly made thereto, as well as the City any right, remedy or claim under or by reason hereof or any covenant, condition or stipulation hereof. All the covenants, stipulations, promises and agreements herein contained by and on behalf of the

City shall be for the sole and exclusive benefit of the City, the Paying Agent, any owner of any Bonds and any owner of any such other security in the event of such a reference.

Section 106 Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the City, the officers of the City, and otherwise by the City directed:

- A. Project. Toward the Project,
- B. Sales Taxes. Toward the levy and collection of the Sales Tax pursuant to the Act and the Sales Tax Ordinance for repayment of the Bonds, and
- C. Bonds. Toward the sale of the Bonds to the Purchaser for that purpose, hereby is ratified, approved and confirmed.

Section 107 Transmittal of Ordinance. The Clerk-Recorder is hereby authorized, instructed and directed to transmit a certified copy of this Ordinance to the City Treasurer.

Section 108 Ordinance Irrepealable. After any of the Bonds are issued, this Ordinance shall constitute an irrevocable contract between the City and the owner or owners of the Bonds; and this Ordinance shall be and shall remain irrepealable until the Bonds, as to all Bond Requirements, shall be fully paid, canceled and discharged as herein provided.

Section 109 Repealer. All ordinances, resolutions, bylaws and orders, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance, resolution, bylaw or order, or part hereof, heretofore repealed.

Section 110 Publication of Proposed Ordinance. When first proposed this Ordinance must be read to the Board by title, after which an adequate number of copies of this Ordinance must be filed with the Clerk-Recorder for public distribution. Notice of the filing must be published once in a newspaper published and having general circulation in the City at least 10 days before the adoption of the Ordinance, such publication to be in substantially the following form:

(Form of Publication of Notice of Filing of an Ordinance)

BILL NO. 101
ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF CARSON CITY, NEVADA AUTHORIZING THE ISSUANCE OF ITS “CARSON CITY, NEVADA, GENERAL OBLIGATION (LIMITED TAX) INFRASTRUCTURE SALES TAX BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES), SERIES 2023” FOR THE PURPOSE OF FINANCING CERTAIN INFRASTRUCTURE PROJECTS SET FORTH IN NRS 377B.160(3); PROVIDING THE FORM, TERMS AND CONDITIONS OF THE BONDS, AND THE GENERAL TAX PROCEEDS AND THE REVENUES PLEDGED FOR THE PAYMENT OF SUCH BONDS; RATIFYING ACTION PREVIOUSLY TAKEN TOWARD ISSUING THE PROPOSED BONDS; PROVIDING OTHER MATTERS RELATING THERETO; AND PROVIDING THE EFFECTIVE DATE HEREOF.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-numbered and entitled proposed Ordinance are available for public inspection and distribution at the office of the Clerk-Recorder of Carson City at 885 East Musser Street, Suite 1028, Carson City, Nevada and that such Ordinance was proposed on January 19, 2023, and will be considered for adoption at the regular meeting of the Board of Supervisors of Carson City held on February 2, 2023.

/s/ William Scott Hoen
Clerk-Recorder

Section 111 Publication and Effective Date. After this Ordinance is signed by the Mayor and attested and sealed by the Clerk-Recorder, it is the intent of the Board that this Ordinance shall be in effect from and after its publication once by its title only, together with the names of the members of the Board voting for or against its passage and a statement that typewritten copies of this Ordinance are available for inspection by all interested parties at the offices of the Clerk-Recorder. Such publication shall be made in the Nevada Appeal, a newspaper published and having a general circulation in the City, and such publication to be in substantially the following form:

(Form of Publication of Adoption of Ordinance)

BILL NO. 101
ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF CARSON CITY, NEVADA AUTHORIZING THE ISSUANCE OF ITS “CARSON CITY, NEVADA, GENERAL OBLIGATION (LIMITED TAX) INFRASTRUCTURE SALES TAX BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES), SERIES 2023” FOR THE PURPOSE OF FINANCING CERTAIN INFRASTRUCTURE PROJECTS SET FORTH IN NRS 377B.160(3); PROVIDING THE FORM, TERMS AND CONDITIONS OF THE BONDS, AND THE GENERAL TAX PROCEEDS AND THE REVENUES PLEDGED FOR THE PAYMENT OF SUCH BONDS; RATIFYING ACTION PREVIOUSLY TAKEN TOWARD ISSUING THE PROPOSED BONDS; PROVIDING OTHER MATTERS RELATING THERETO; AND PROVIDING THE EFFECTIVE DATE HEREOF.

PUBLIC NOTICE IS HEREBY GIVEN that the above entitled Ordinance was proposed by Supervisor _____ at the regular meeting of the Carson City Board of Supervisors held on January 19, 2023, and was passed and adopted at the regular meeting of the Carson City Board of Supervisors held on February 2, 2023 by the following vote of the Board of Supervisors:

Those Voting Aye: _____

Those Voting Nay: _____

Those Absent: _____

This Ordinance shall be in full force and effect from and after February __, 2023, i.e., the date of publication of this Ordinance by its title only.

IN WITNESS WHEREOF, the Board of Supervisors of Carson City, Nevada has caused this Ordinance to be published by title only.

DATED this February 2, 2023.

/s/ Lori Bagwell
Mayor

Attest:
/s/ William Scott Hoen
Clerk-Recorder

(End of Form of Publication)

Section 112 Severability. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

ARTICLE II.

CITY'S DETERMINATIONS, AUTHORITY FOR AND AUTHORIZATION OF PROJECT, NECESSITY OF PROJECT AND BONDS, PROJECT COST, AND OBLIGATION OF CITY

Section 201 Authority for this Ordinance. This Ordinance is adopted by virtue of the Act, the Bond Act and the Supplemental Bond Act and pursuant to their provisions; and the City has ascertained and hereby determines that each and every matter and thing as to which provision is made herein is necessary in order to carry out and to effectuate the purposes of the City in accordance with the Act and the Bond Act, and as provided in NRS 350.708 all limitations in the Bond Act imposed upon the issuance of bonds or other securities thereunder, have been met.

Section 202 Life of the Project. The City has determined and does hereby declare:

A. Estimated Life. The estimated life or estimated period of usefulness of the Project to be acquired with the proceeds of the Bonds is not less than 15 years; and

B. Bond Term. The Bonds shall mature at times not exceeding such estimated life or estimated period of usefulness.

Section 203 Necessity of Project and Bonds. It is necessary and for the best interests of the City and the inhabitants thereof that the City effect the Project and defray the cost thereof by issuing the Bonds therefor; and it is hereby so determined and declared.

Section 204 Acceptance of Bids; Authorization of Use of Official Statement. The Chief Financial Officer or the City Manager is authorized to execute the Bond Purchase Proposal for the Bonds submitted by the Purchaser. The preliminary official statement concerning the Bonds (the "Preliminary Official Statement") in substantially the form now on file with the City, with such amendments, additions and deletions as are consistent with the facts and not inconsistent herewith, is hereby authorized and the Chief Financial Officer, or in her absence the City Manager, is hereby authorized to deem the Preliminary Official Statement "final" for purposes of Rule 15c2-12 of the Securities and Exchange Commission. The distribution of the Preliminary Official Statement to prospective purchasers of the Bonds is hereby approved and authorized. The preparation of a final official statement in substantially the form of the Preliminary Official Statement with such amendments as the Chief Financial Officer or the City Manager shall approve (the "Official Statement") and the distribution of the Official Statement are hereby authorized,

directed and approved. The Chief Financial Officer or the City Manager is hereby authorized and directed to affix her signature to the Official Statement for and on behalf of the Board.

Section 205 Authorization of Project. The City does hereby determine to proceed with the acquisition of the Project and is hereby so authorized.

Section 206 Estimated Cost of Project. The cost of the Project is estimated not to exceed the principal amount of the Bonds, excluding any such cost defrayed or to be defrayed by any source other than the proceeds of the Bonds.

Section 207 Bonds Equally Secured. The covenants and agreements herein set forth to be performed on behalf of the City shall be for the equal benefit, protection and security of the owners of any and all of the Bonds, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as otherwise expressly provided in or pursuant to this Ordinance.

Section 208 General Obligations. The full faith and credit of the City are hereby pledged to the payment of the Bond Requirements of the Bonds and they shall constitute general obligations of the City and shall be payable from General Taxes on all taxable property within the City (except to the extent any Pledged Revenues or other moneys are available therefor), subject to the limitations imposed by the Constitution and statutes of the State.

Section 209 Additional Security. The payment of the Bond Requirements of the Bonds is additionally secured by an irrevocable pledge of and by a lien (but not necessarily an exclusive lien) on the Pledged Revenues.

Section 210 No Pledge of Property. The payment of the Bonds is not secured by an encumbrance, mortgage or other pledge of property of the City, except the proceeds of General Taxes, the Pledged Revenues, and any other moneys pledged for the payment of the Bonds. No property of the City, subject to such exceptions, shall be liable to be forfeited or taken in payment of the Bonds.

Section 211 No Recourse Against Officers and Agents. No recourse shall be had for the payment of the Bond Requirements of the Bonds or for any claim based thereon or otherwise upon this Ordinance authorizing their issuance or any other instrument relating thereto, against any individual member of the Board or any officer or other agent of the City, past, present or future, either directly or indirectly through the City, or otherwise, whether by virtue of any

constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of the Bonds and as a part of the consideration of their issuance specially waived and released.

ARTICLE III.

AUTHORIZATION, TERMS, EXECUTION AND ISSUANCE OF BONDS

Section 301 Authorization of Bonds. The “Carson City, Nevada, General Obligation (Limited Tax) Infrastructure Sales Tax Bonds (Additionally Secured by Pledged Revenues), Series 2023,” in the aggregate principal amount set forth in the Certificate of the Chief Financial Officer (such principal amount not to exceed \$5,550,000), are hereby authorized to be issued pursuant to the Act, the Bond Act and the Supplemental Bond Act; and the City pledges irrevocably, but not necessarily exclusively, the Pledged Revenues to the payment of the Bond Requirements of the Bonds, the proceeds of the Bonds to be used solely to defray wholly or in part the cost of the Project.

Section 302 Bond Details. The Bonds shall be issued payable in fully registered form, i.e., registered as to both principal and interest. The Bonds shall be dated as of the date of delivery of the Bonds. Except as provided in Section 307 hereof, the Bonds shall be issued in the denominations of \$5,000 and any integral multiples thereof (but no Bond may be in a denomination which exceeds the principal coming due on any maturity date, and no individual Bond will be issued for more than one maturity). The Bonds shall bear interest (calculated on the basis of a 360 day year consisting of twelve 30 day months) at the rates shown below in the Certificate of the Chief Financial Officer from their date until their respective fixed maturity dates, payable on September 1 and March 1 of each year, commencing on September 1, 2023, except that Bonds which are reissued upon transfer, exchange or other replacement shall bear interest at the rates shown in the Certificate of the Chief Financial Officer from the most recent interest payment date to which interest has been paid or provided for, or, if no interest has been paid, from the date of, the Bonds. The Bonds shall bear interest at the rates and mature on the designated dates and in each of the designated amounts of principal as set forth in the Certificate of the Chief Financial Officer.

The principal of and redemption premium, if any, on any Bond, shall be payable to the registered owner thereof as shown on the registration records kept by the Registrar, upon maturity or prior redemption thereof and upon presentation and surrender at the Paying Agent or

at such other office as designated by the Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the interest rate borne by the Bond until the principal thereof is paid in full. Except as provided in Section 307 hereof, payment of interest on any Bond shall be made to the registered owner thereof by check or draft mailed by the Paying Agent, on each interest payment date (or, if such interest payment date is not a business day, on the next succeeding business day), to the registered owner thereof at his or her address as shown on the registration records kept by the Registrar at the close of business on the Regular Record Date for such interest payment date; but any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the registered owner thereof at the close of business on the Regular Record Date and shall be payable to the person who is the registered owner thereof at the close of business on a Special Record Date for the payment of any such defaulted interest. Such Special Record Date shall be fixed by the Paying Agent whenever money becomes available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the registered owners of the Bonds, as shown on the Registrar's registration records on a date selected by the Registrar, not less than 10 days prior thereto, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest. The Paying Agent may make payments of interest on any Bond by such alternative means as may be mutually agreed upon between the owner of such Bond and the Paying Agent. All such payments shall be made in lawful money of the United States of America.

Section 303 Prior Redemption.

A. Optional Redemption. Bonds, or portions thereof, maturing on the date or dates set forth in the Certificate of the Chief Financial Officer shall be subject to redemption prior to their respective maturities, at the option of the City in the name and on behalf of the City, on and after the date set forth in the Certificate of the Chief Financial Officer, in whole at any time or in part at any time, from such maturities as are selected by the City, and if less than all of the Bonds of a maturity are to be redeemed, the Bonds of such maturity are to be redeemed by lot within a maturity (giving proportionate weight to Bonds in denominations larger than \$5,000), in such manner as the Paying Agent may determine, for the principal amount of each Bond or portion thereof so redeemed, plus accrued interest thereon to the redemption date.

B. Mandatory Redemption. The Bond or Bonds maturing on the date or dates set forth in the Certificate of the Chief Financial Officer (the "Term Bonds") are subject to

mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof and accrued interest to the redemption date. As and for a sinking fund for the redemption of the Term Bonds, there shall be deposited into the Bond Fund on or before the dates set forth in the Certificate of the Chief Financial Officer, a sum which, together with other moneys available in the Bond Fund, is sufficient to redeem (after credit is provided below) on the dates and in the principal amounts of the Term Bonds as set forth in the Certificate of the Chief Financial Officer plus accrued interest to the redemption date. The remaining principal amount of Term Bonds shall be paid upon presentation and surrender at maturity unless redeemed pursuant to optional redemption prior to maturity.

Not more than sixty days nor less than thirty days prior to the sinking fund payment dates for the Term Bonds, the Registrar shall proceed to select for redemption (by lot in such manner as the Registrar may determine) from all Outstanding Term Bonds, a principal amount of the Term Bonds equal to the aggregate principal amount of the Term Bonds redeemable with the required sinking fund payments, and shall call such Term Bonds or portions thereof for redemption from the sinking fund on the next principal payment date, and give notice of such call as provided in Section 304 of this Ordinance.

At the option of the City to be executed upon delivery of a written certificate to the Registrar not less than sixty days next preceding any sinking fund redemption date, it may (i) deliver to the Registrar for cancellation Term Bonds, or portions thereof (\$5,000 or any integral multiple thereof) in an aggregate principal amount desired by the City or, (ii) specify a principal amount of Term Bonds, or portions thereof (\$5,000 or any integral multiple thereof) which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and cancelled by the Registrar and not theretofore applied as a credit against any sinking fund redemption obligation. Each Term Bond or portions thereof so delivered or previously redeemed shall be credited by the Registrar at 100% of the principal amount thereof against the obligation of the City on the sinking fund redemption dates and any excess shall be so credited against future sinking fund redemption dates and any excess shall be so credited against future sinking fund redemption obligations in such manner as the City determines. In the event the City shall avail itself of the provisions of clause (i) of the first sentence of this paragraph, the certificate required by the first sentence of this paragraph shall be accomplished by the respective Term Bonds or portions thereof to be cancelled or in the event the Bonds are registered in the name of Cede &

Co. as provided in Section 307 of this Ordinance, the certificate required by the first sentence of this paragraph shall be accompanied by such direction and evidence of ownership as is satisfactory to The Depository Trust Company.

C. Partial Redemption. If any Bond is in a denomination larger than \$5,000, a portion of such Bond (\$5,000 of principal amount thereof, or any integral thereof) may be redeemed pursuant to subsection A or B hereof, as appropriate, in which case the Registrar, except as provided in Section 307 hereof, shall, without charge to the owner of such Bond, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof. In the case of a partial redemption of Bonds of a single maturity pursuant to subsection A or B hereof, the Paying Agent shall select the Bonds to be redeemed by lot at such time as directed by the City (but at least 30 days prior to the redemption date), and if such selection is more than 60 days before a redemption date, shall direct the Registrar to appropriately identify the Bonds so called for redemption by stamping them at the time any Bond so selected for redemption is presented to the Registrar for stamping or for transfer or exchange, or by such other method of identification as is deemed adequate by the Registrar and any Bond or Bonds issued in exchange for, or to replace, any Bond so called for prior redemption shall likewise be stamped or otherwise identified.

Section 304 Redemption Notice. Unless waived by any registered owner of a Bond to be redeemed, notice of prior redemption shall be given by the Registrar, electronically as long as the nominee of The Depository Trust Company or a successor depository is the registered owner of the Bonds, and otherwise by first class mail, at least 30 days but not more than 60 days prior to the Redemption Date to the Municipal Securities Rulemaking Board via its Electronic Municipal Market Access System (the “MSRB”) and to the registered owner of any Bond (initially Cede & Co.) all or a part of which is called for prior redemption at his or her address as it last appears on the registration records kept by the Registrar. The notice shall identify the Bonds and state that on such date the principal amount thereof, and premium, if any, thereon will become due and payable at the office designated by the Paying Agent, and that after such Redemption Date interest will cease to accrue. After such notice and presentation of said Bonds, the Bonds called for redemption will be paid. Actual receipt of notice by the MSRB or any registered owner of Bonds shall not be a condition precedent to redemption of such Bonds. Failure to give such notice to the MSRB or the registered owner of any Bond designated for redemption, or any defect therein, shall not affect the validity of the proceedings for the redemption of any other Bond. A certificate

by the Registrar that notice of call and redemption has been given as provided in this Section shall be conclusive as against all parties; and no owner whose Bond is called for redemption or any other owner of any Bond may object thereto or may object to the cessation of interest on the Redemption Date on the ground that he failed actually to receive such notice of redemption.

Notwithstanding the provisions of this Section, any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption, and that if such funds are not available, such redemption shall be canceled by written notice to the owners of the Bonds.

Section 305 Negotiability. Subject to Section 307 hereof and to the registration provisions herein provided, the Bonds shall be fully negotiable within the meaning of and for the purposes of the Uniform Commercial Code--Investment Securities, and each owner shall possess all rights enjoyed by owners of negotiable instruments under the Uniform Commercial Code--Investment Securities.

Section 306 Registration, Transfer and Exchange of Bonds. Except as otherwise provided in Section 307 hereof:

A. Registration and Transfer. Records for the registration and transfer of the Bonds shall be kept by the Registrar. Upon the surrender for transfer of any Bond at the Registrar, duly endorsed for transfer or accompanied by an assignment in form satisfactory to the Registrar duly executed by the registered owner or his attorney duly authorized in writing, the Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount or value at maturity, as the case may be, and of the same maturity bearing a number or numbers not previously assigned. Bonds may be exchanged at the Registrar for an equal aggregate principal amount or value at maturity, as the case may be, of Bonds of the same maturity of other authorized denominations, as provided in Section 302 hereof. The Registrar shall authenticate and deliver a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not previously assigned. For every exchange or transfer of Bonds requested by the owner thereof, the City or the Registrar may make a sufficient charge to reimburse it for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer, and may charge a sum sufficient to pay the cost of

preparing and authenticating each new Bond. No such charge shall be levied in the case of an exchange resulting from an optional or mandatory prior redemption of a Bond.

B. Limitations upon Registration. The Registrar shall not be required to transfer or exchange (i) any Bond subject to redemption during a period beginning at the opening of business 15 days before the day the Registrar gives notice of prior redemption of the Bonds and ending at the close of business on the day such notice is given, or (ii) any Bond after notice is given calling such Bond or any portion thereof for redemption as herein provided.

C. Effect of Registration. The person in whose name any Bond shall be registered, in the registration records kept by the Registrar, shall be deemed and regarded as the absolute owner thereof for the purpose of making payments thereof (except to the extent otherwise provided in Section 302 hereof with respect to interest payments) and for all other purposes; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitation provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

D. Replacement of Bond. If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such evidence, information or indemnity relating thereto as it, the Registrar, or the City on the behalf and in the name of the City, may reasonably require, and upon payment of all expenses in connection therewith, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount and of the same maturity, bearing a number or numbers not previously assigned. If such lost, stolen, destroyed or mutilated Bond shall have matured or shall have been called for redemption, the Registrar may direct that such Bond be paid by the Paying Agent in lieu of replacement.

E. Cancellation of Bond upon Payment or Reissuance. Whenever any Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Registrar for transfer, exchange or replacement as provided herein, such Bond shall be promptly canceled by the Paying Agent or Registrar, and counterparts of a certificate of such cancellation shall be furnished by the Paying Agent or Registrar to the City Treasurer and the City, upon request.

Section 307 Custodial Deposit.

A. Notwithstanding the foregoing provisions of Sections 302 to 306 hereof, the Bonds shall initially be evidenced by one Bond for each year in which the Bonds mature in denominations equal to the aggregate principal amount of the Bonds maturing in that year, or in the case of Bonds subject to mandatory sinking fund redemption, the Bonds shall initially be evidenced by one Bond for each term in denominations equal to the aggregate principal amount of the Bonds maturing in that term. Such initially delivered Bonds shall be registered in the name of “Cede & Co.” as nominee for The Depository Trust Company, the securities depository for the Bonds. The Bonds may not thereafter be transferred or exchanged except:

(1) to any successor of The Depository Trust Company or its nominee, which successor must be both a “clearing corporation” as defined in NRS 104.8102, and a qualified and registered “clearing agency” under Section 17A of the Securities Exchange Act of 1934, as amended; or

(2) upon the resignation of The Depository Trust Company or a successor or new depository under clause (1) or this clause (2) of this subsection A, or a determination by the City that The Depository Trust Company or such successor or new depository is no longer able to carry out its functions, and the designation by the City of another depository institution acceptable to the City and to the depository then holding the Bonds, which new depository institution must be both a “clearing corporation” as defined in NRS 104.8102 and a qualified and registered “clearing agency” under Section 17A of the Securities Exchange Act of 1934, as amended, to carry out the functions of The Depository Trust Company or such successor or new depository; or

(3) upon the resignation of The Depository Trust Company or a successor or new depository under clause (1) or clause (2) of this subsection A, or a determination of the City that The Depository Trust Company or such successor or new depository is no longer able to carry out its functions, and the failure by the City, after reasonable investigation, to locate another qualified depository institution under clause (2) to carry out such depository functions.

B. In the case of a transfer to a successor of The Depository Trust Company or its nominee as referred to in clause (1) of subsection A hereof or designation of a new depository pursuant to clause (2) of subsection A hereof, upon receipt of the Bonds by the Registrar, together

with written instructions for transfer satisfactory to the Registrar, a new Bond for each maturity of the Bonds then Outstanding shall be issued to such successor or new depository, as the case may be, or its nominee, as is specified in such written transfer instructions. In the case of a resignation or determination under clause (3) of subsection A hereof and the failure after reasonable investigation to locate another qualified depository institution for the Bonds as provided in clause (3) of subsection A hereof, and upon receipt of the Bonds by the Registrar, together with written instructions for transfer satisfactory to the Registrar, new Bonds shall be issued in the denominations of \$5,000 or any integral multiple thereof, as provided in and subject to the limitations of Section 302 hereof, registered in the names of such persons, and in such denominations as are requested in such written transfer instructions; however, the Registrar shall not be required to deliver such new Bonds within a period of less than 60 days from the date of receipt of such written transfer instructions.

C. The City, the Registrar and the Paying Agent shall be entitled to treat the registered owner of any Bond as the absolute owner thereof for all purposes hereof and any applicable laws, notwithstanding any notice to the contrary received by any or all of them and the City, the Registrar and the Paying Agent shall have no responsibility for transmitting payments to the beneficial owners of the Bonds held by The Depository Trust Company or any successor or new depository named pursuant to subsection A hereof.

D. The City, the Registrar and the Paying Agent shall endeavor to cooperate with The Depository Trust Company or any successor or new depository named pursuant to clause (1) or (2) of subsection A hereof in effectuating payment of the Bond Requirements of the Bonds by arranging for payment in such a manner that funds representing such payments are available to the depository on the date they are due.

E. Upon any partial redemption of any maturity of the Bonds, Cede & Co. (or its successor), in its discretion may request the City to issue and authenticate a new Bond or shall make an appropriate notation on the Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case the Bond must be presented to the Paying Agent prior to payment.

Section 308 Execution of Bonds. The Bonds shall be executed as follows:

A. Filings with Secretary of State. Pursuant to the Bond Act and to the act cited as the Uniform Facsimile Signatures of Public Officials Act, cited as Chapter 351 of NRS,

and prior to the execution of any Bonds by facsimile signature the Mayor, the Clerk-Recorder, and the City Treasurer shall each file with the Secretary of State of the State his or her manual signature certified by him or her under oath.

B. Manner of Execution. Each Bond shall be approved, signed and executed in the name of and on behalf of the City with the manual or facsimile of the signature of the Mayor and shall be countersigned and executed with the manual or facsimile of the signature of the City Treasurer and shall be authenticated with the manual or facsimile impression of the official seal of the City and shall be signed, executed, and attested with such a manual or facsimile signature of the Clerk-Recorder.

C. Authentication. No Bond shall be valid or obligatory for any purpose unless the certificate of authentication thereon, substantially in the form hereinafter provided has been duly manually executed by the Registrar. The Registrar's certificate of authentication shall be deemed to have been duly executed by it if manually signed by an authorized officer or employee of the Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds issued hereunder. By authenticating any of the Bonds delivered pursuant to the Ordinance, the Registrar shall be deemed to have assented to all of the provisions of this ordinance.

Section 309 Use of Predecessor's Signature. The Bonds bearing the signatures of the officers in office at the time of the signing thereof shall be the valid and binding obligations of the City, notwithstanding that before the delivery thereof and the payment therefor any or all of the persons whose signatures appear thereon shall have ceased to fill their respective offices. Each of the Mayor, the City Treasurer and Clerk-Recorder, at the time of the execution of the Bonds and of a signature certificate pertaining thereto by the Mayor, the City Treasurer and the Clerk-Recorder, respectively, may adopt as and for his or her own facsimile signature the facsimile signature of his or her predecessor in office if such facsimile signature appears upon any of the Bonds.

Section 310 Incontestable Recital in Bonds. Pursuant to NRS 350.628, each Bond shall recite that it is issued pursuant to the Act, to the Bond Act, and to the Supplemental Bond Act, which recital shall be conclusive evidence of the validity of the Bonds and the regularity of their issuance.

Section 311 State Tax Exemption. Pursuant to NRS 350.710, the Bonds, their transfer, and the income therefrom shall forever be and remain free and exempt from taxation by the State or any subdivision thereof, except the tax on estates imposed pursuant to Chapter 375A of NRS and the tax on generation-skipping transfers imposed pursuant to Chapter 375B of NRS.

Section 312 Bond Execution. The Mayor, the City Treasurer and the Clerk-Recorder are hereby authorized and directed to prepare and to execute the Bonds as herein provided.

Section 313 Bond Delivery. After such registration of the Bonds by the Treasurer and Registrar pursuant to Section 306 and after their execution and authentication pursuant to Section 308 and other provisions herein supplemental thereto, the City Treasurer shall cause the Bonds to be delivered to the Purchaser thereof, upon payment being made therefor on the terms of the sale of the Bonds.

Section 314 Bond Form. Subject to the provisions of this Ordinance, each Bond shall be in substantially the following form, with such omissions, insertions, endorsements, and variations as to any recitals of fact or other provisions as may be required by the circumstances, be required or permitted by this Ordinance, or be consistent with this Ordinance and necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto:

(Form of the Bond)

TRANSFER OF THIS BOND OTHER THAN BY REGISTRATION IS NOT EFFECTIVE

**CARSON CITY, NEVADA
GENERAL OBLIGATION (LIMITED TAX)
INFRASTRUCTURE SALES TAX BONDS
(ADDITIONALLY SECURED BY PLEDGED REVENUES)
SERIES 2023**

NO. _____ \$ _____

Interest Rate Maturity Date Dated As Of CUSIP
_____ % per _____ 1, _____ _____

REGISTERED OWNER: ****CEDE & CO. ****

PRINCIPAL AMOUNT: _____ DOLLARS

Carson City in the State of Nevada (the “City” and the “State”, respectively), for value received hereby acknowledges itself to be indebted and promises to pay to the Registered Owner specified above the Principal Amount specified above, on the Maturity Date specified above (unless called for earlier redemption), and to pay interest thereon on March 1 and September 1 of each year commencing on September 1, 2023, at the Interest Rate per annum specified above, until the principal sum is paid or payment has been provided therefor. This Bond will bear interest from the most recent interest payment date to which interest has been paid or provided for, or, if no interest has been paid, from the date of this Bond. The principal of and redemption premium, if any, on this Bond are payable to the Registered Owner hereof upon presentation and surrender hereof at the corporate trust office of Zions Bancorporation, National Association, as paying agent for the Bonds (the “Paying Agent”) or such other office designated by the Paying Agent. Zions Bancorporation, National Association is also now acting as the City’s registrar for the Bonds (the “Registrar”). Interest on this Bond will be paid on each interest payment date (or, if such interest payment date is not a business day, on the next succeeding business day), by check or draft mailed to the person in whose name this Bond is registered (the “Registered Owner”) in the registration records of the City maintained by the Registrar and at the address appearing thereon at the close of business on the 15th day of the calendar month next preceding such interest payment date (the “Regular Record Date”). Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the registered owner hereof at the close of business on a Special Record Date for the payment of any defaulted interest. Such Special Record Date shall be fixed by the Paying Agent for the Bonds whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the Registered Owners of the Bonds of the series of which this is one (the “Bonds”) not less than ten days prior thereto. All payments of the principal of, interest on and redemption premiums due in connection with this Bond (the “Bond Requirements”) shall be made in lawful money of the United States of America without deduction for the services of the Paying Agent. Alternative means of payment of interest

may be used if mutually agreed to by the registered owner and Paying Agent as provided in the ordinance of the City designated by the short title “2023 Infrastructure Sales Tax Bond Ordinance” adopted and approved on February 2, 2023 authorizing the issuance of the Bonds (the “Ordinance”). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Ordinance.

The Bonds are issuable solely as fully registered Bonds in denominations of \$5,000 each or any integral multiple thereof. The Bonds are exchangeable for fully registered Bonds of the same maturity in equal aggregate principal amounts or appreciated principal amounts at maturity and in authorized denominations at the aforesaid office of the Paying Agent and Registrar but only in the manner, subject to the limitations, and on payment of the charges provided in the Ordinance.

The Registrar will not be required to transfer or exchange (i) any Bond subject to redemption during a period beginning at the opening of business 15 days before the day the Registrar gives notice of prior redemption of the Bonds and ending at the close of business on the day such notice is given, or (ii) any Bond after notice is given calling such Bond or any portion thereof for prior redemption.

The Bonds shall not be transferable or exchangeable, except as set forth in the Ordinance.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the City or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co., or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co., or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

[Bonds maturing on and after _____ 1, 20__ are subject to prior redemption on and after _____ 1, 20__ in whole at any time or in part at any time, from such maturities as are selected by the City, and if less than all of the Bonds of a maturity are to be redeemed, the Bonds of such maturity are to be redeemed by lot within a maturity, in integral multiples of \$5,000, at the option of the City, at a price equal to the principal amount of each Bond or portion thereof so redeemed, accrued interest thereon to the redemption date.]

Certain of the Bonds shall be subject to mandatory sinking fund redemption as provided in the Certificate of the Chief Financial Officer.

In the case of Bonds of a denomination larger than \$5,000, a portion of such Bonds (\$5,000 of the principal amount thereof, or any integral multiple thereof) may be redeemed, in which case the Registrar shall, without charge to the owner of such Bond, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof. Redemption shall be made upon not less than thirty (30) days’ prior notice as provided in the Ordinance.

Upon any partial prior redemption of this Bond, Cede & Co., in its discretion, may request the Registrar to authenticate a new Bond or shall make an appropriate notation on this Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case this Bond must be presented to the Paying Agent prior to payment.

This Bond must be registered in the name of the Registered Owner as to both principal and interest on the registration records kept by the Registrar in conformity with the provisions stated herein and endorsed hereon and subject to the terms and conditions set forth in the Ordinance. No transfer of this Bond shall be valid unless made on the registration records maintained at the corporate trust office of the Registrar by the Registered Owner or his attorney duly authorized in writing.

The City and the Registrar and Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of making payment (except to the extent otherwise provided hereinabove and in the Ordinance with respect to Regular and Special Record Dates for the payment of interest) and for all other purposes and the City and Paying Agent and Registrar shall be not affected by notice to the contrary.

The Bonds are issued by the City on the behalf and in the name of the City and upon the credit thereof, for the purpose of defraying, wholly or in part, the cost of the Project (as defined in the Ordinance) under the authority of and in full compliance with the Constitution and laws of the State and pursuant to the Ordinance.

It is hereby certified, recited and warranted that the total indebtedness of the City, including that of this Bond, does not exceed any limit of indebtedness prescribed by the Constitution or laws of the State; that provision has been made for the levy and collection of annual general (ad valorem) taxes (“General Taxes”) sufficient to pay the Bond Requirements of this Bond when the same become due (except to the extent other moneys are available therefor), subject to the limitations imposed by the Constitution and statutes of the State; and that the full faith and credit of the City are hereby irrevocably pledged to the punctual payment of the Bond Requirements according to the terms of this Bond.

The payment of the Bonds, as to all Bond Requirements, is additionally secured by an irrevocable pledge of Pledged Revenues (as defined in the Ordinance). Payment of the Bond Requirements due in connection with the Bonds may be made from and as security for such payment there is irrevocably and exclusively pledged, pursuant to the Ordinance, a special account thereby created and identified as the “Carson City, Nevada, General Obligation (Limited Tax) Infrastructure Sales Tax Bonds (Additionally Secured by Pledged Revenues), Series 2023, Pledged Revenues, Interest and Principal Retirement Fund,” into which account the City covenants to pay from the Pledged Revenues sums sufficient to pay when due the Bond Requirements of the Bonds, except to the extent other moneys are available therefor.

The Bonds are equitably and ratably secured by a lien on the Pledged Revenues, and the Bonds constitute an irrevocable lien (but not necessarily an exclusive lien) upon the Pledged Revenues on a parity with the lien thereon of any Parity Securities (as defined in the

Ordinance) outstanding or hereafter issued. Bonds and other securities, in addition to the Bonds and the Parity Securities, subject to expressed conditions, may be issued and made payable from the Pledged Revenues having a lien thereon subordinate and junior to the lien or, subject to additional expressed conditions, having a lien thereon on a parity with or superior to the lien of the Bonds and the Parity Securities, in accordance with the provisions of the Ordinance.

The City covenants and agrees with the owner of this Bond and with each and every person who may become the owner hereof that it will keep and will perform all of the covenants of the Ordinance.

Reference is made to the Ordinance, and to any and all modifications and amendments thereof, to Nevada Revised Statutes (“NRS”) Chapter 377B, and all laws amendatory thereof (the “Act”), to a supplemental act cited as NRS 350.500 through 350.720, and all laws amendatory thereof, designated in Section 350.500 thereof as the “Local Government Securities Law,” to Chapter 348 of NRS (the “Supplemental Bond Act”), and to all laws supplemental thereto, for an additional description of the nature and extent of the security for the Bonds, the Pledged Revenues, the General Taxes, accounts, funds and revenues pledged, the nature and extent and manner of enforcement of the pledge, the rights and remedies of the owners of the Bonds with respect thereto, the terms and conditions upon which the Bonds are issued, and a statement of rights and remedies of the owners of the Bonds.

The Bonds are issued pursuant to the Act, the Local Government Securities Law, and the Supplemental Bond Act, and pursuant to NRS 350.628 of Local Government Securities Law, this recital is conclusive evidence of the validity of the Bonds and the regularity of their issuance; and pursuant to NRS 350.710 of Local Government Securities Law, the Bonds, their transfer, and the income therefrom shall forever be and remain free and exempt from taxation by the State or any subdivision thereof, except the tax on estates imposed pursuant to Chapter 375A of NRS and the tax on generation-skipping transfers imposed pursuant to Chapter 375B of NRS.

To the extent and in the respects permitted by the Ordinance, the provisions of the Ordinance or any instrument amendatory thereof or supplemental thereto may be modified or amended by action of the City taken in the manner and subject to the conditions and exceptions prescribed in the Ordinance. The pledge of revenues and other obligations of the City under the Ordinance may be discharged at or prior to the respective maturities of the Bonds upon the making of provision for the payment thereof on the terms and conditions set forth in the Ordinance.

It is further certified, recited and warranted that all the requirements of law have been fully complied with by the proper officers of the City in the issuance of this Bond; that it is issued pursuant to and in strict conformity with the Constitution and laws of the State, particularly under the terms and provisions of the Act, the Local Government Securities Law, the Supplemental Bond Act, and all laws supplemental thereto, and with the Ordinance; and that this Bond does not contravene any constitutional or statutory limitation.

No recourse shall be had for the payment of the Bond Requirements of this Bond or for any claim based thereon or otherwise upon the Ordinance or other instrument relating thereto, against any individual member of the Board of Supervisors of the City or any officer or

other agent of the City, past, present or future, either directly or indirectly through such Board or the City, or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of this Bond and as a part of the consideration of its issuance specially waived and released.

This Bond shall not be valid or obligatory for any purpose until a manual signature of a duly authorized officer of the Registrar has been affixed on the certificate of authentication hereon.

IN WITNESS WHEREOF, the City has caused this Bond to be signed and executed in its name and upon its behalf with the manual or facsimile signature of the Mayor of the City, to be countersigned and executed with the manual or facsimile signature of the City Treasurer and has caused a manual impression or a facsimile of the seal of the City to be affixed hereon; and has caused this Bond to be signed, executed and attested with the manual or facsimile signature of the Clerk-Recorder, all as of _____, 2023.

CARSON CITY, NEVADA

(Manual or Facsimile Signature)
Mayor

Countersigned:

(Manual or Facsimile Signature)
City Treasurer

(Manual or Facsimile Seal)

Attest:

(Manual or Facsimile Signature)
Clerk-Recorder

- * Insert only if Bonds are delivered pursuant to Section 307(A)(3) of this Ordinance.
- ** Insert only if Bonds are initially delivered to the Depository Trust Company pursuant to Section 307(A) of this Ordinance.
- *** Insert only if the Certificate of the Chief Financial Officer designates any of the Bonds as Term Bonds.

(End of Form of the Bond)

(Form of Certificate of Authentication for Bonds)

Date of authentication and registration: _____

This is one of the Bonds described in the within-mentioned Ordinance, and this Bond has been duly registered on the registration records kept by the undersigned as Registrar for such Bonds.

Zions Bancorporation, National Association,
as Registrar

By: (Manual Signature) _____
Authorized Officer

(End of Form of Certificate of Authentication for Bonds)

STATEMENT OF INSURANCE

(insert statement of insurance if applicable)

(Form of Prepayment Panel)

The following installments of principal (or portions thereof) of this Bond have been prepaid by the City, in accordance with the terms of the Ordinance authorizing the issuance of this Bond.

<u>Date of Prepayment</u>	<u>Principal</u>	<u>Signature of Authorized Representative of DTC</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(End of Form of Prepayment Panel)

(Form of Assignment for Bonds)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto the within Bond and hereby irrevocably constitutes and appoints _____ attorney, to transfer the same on the records kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Name of Transferee:

Address of Transferee:

Social Security or other tax
identification number of
Transferee:

NOTE: The signature to this Assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever. Signature(s) must be guaranteed by an eligible guarantor institution as defined in 17 CFR 240.17Ad-15(a)(2).

(End of Form of Assignment for Bonds)

ARTICLE IV.

USE OF BOND PROCEEDS

Section 401 Disposition of Bond Proceeds. The proceeds of the Bonds upon the receipt thereof at any time or from time to time, shall be credited to a separate account hereby created and to be known as the “Carson City, Nevada, General Obligation (Limited Tax) Infrastructure Sales Tax Bonds (Additionally Secured by Pledged Revenues), Series 2023, Project and Acquisition Account” (the “Acquisition Account”) and shall be applied solely to defray the Cost of the Project including, but not limited to, the costs of issuing the Bonds and any premium for insuring the Bonds, which the Board hereby determines are necessary and desirable and pertain to the Project. After the payment of such costs, any unexpended moneys remaining in the Acquisition Account shall be deposited into the Bond Fund for the payment of the principal of the Bonds as the same becomes due.

Section 402 Moneys for Project. All moneys received and held by the City for the Project from all sources, including, without limitation, the Bond proceeds deposited therein and any surplus Pledged Revenues appropriated by the City for that purpose shall be deposited in the Acquisition Account and except as herein otherwise expressly provided, shall be used and paid out solely for the purpose of defraying the Cost of the Project, including, without limitation, the costs of issuing the Bonds.

Section 403 Modifications in Project. The City reserves the right to make alterations, amendments, additions to and deletions from the Project before the withdrawal of all moneys accounted for in the Acquisition Account, hereinabove created in Section 401 hereof.

Section 404 Prevention of Bond Default. The City Treasurer shall use any Bond proceeds credited to the Acquisition Account without further order or warrant, to pay the Bond Requirements of the Bonds as the same become due whenever and to the extent moneys in the Bond Fund or otherwise available therefor are insufficient for that purpose, unless the Bond proceeds shall be needed to defray obligations accrued and to accrue under any contracts then existing and relating to the Project. The City Treasurer shall promptly notify the Board of any such use. Any moneys so used shall be restored to the Acquisition Account, from the first Pledged Revenues thereafter received and not needed to meet the requirements provided in Sections 604 through 607 hereof.

Section 405 Completion of Project. When any amounts in the Acquisition Account are no longer needed to pay the cost of the Project, upon the direction of the Chief Financial Officer, the City Treasurer shall cause to be transferred to the Carson City, Nevada, General Obligation (Limited Tax) Infrastructure Sales Tax Bonds (Additionally Secured by Pledged Revenues), Series 2023, Interest and Principal Retirement Fund (the “Bond Fund”) all surplus moneys remaining in the Acquisition Account, if any, except for any moneys designated by the Chief Financial Officer to be retained to pay any unpaid accrued costs or contingent obligations and the sums so transferred shall be applied to the payment of the principal and interest due on the Bonds. Nothing herein:

A. Periodic Transfers. Prevents the City Treasurer from causing to be transferred from the Acquisition Account to the Bond Fund any moneys which will not be necessary for the Project; nor

B. Limitations upon Transfers. Requires the transfer to the Bond Fund from the Acquisition Account of any moneys in the Acquisition Account derived from a source other than Bond proceeds.

Section 406 Purchaser Not Responsible. The validity of the Bonds shall not be dependent on nor be affected by the validity or regularity of any proceedings relating to the Project, or any part thereof, or to the completion of the Project. The Purchaser of the Bonds, any associate thereof, and any subsequent owner of any Bonds shall in no manner be responsible for the application or disposal by the City or by any of its officers, agents and employees of the moneys derived from the sale of the Bonds or of any other moneys herein designated.

Section 407 Lien on Bond Proceeds. Until proceeds of the Bonds are applied as hereinabove provided, the Bond proceeds shall be subject to a lien thereon and pledge thereof for the benefit of the owners of the Bonds from time to time as provided in Section 601 hereof.

Section 408 Payment of Bonds. The City covenants and agrees with each and every owner that the City will make the principal and interest payments on the Bonds at the place, on the dates and in the manner specified according to the true intent and meaning hereof.

ARTICLE V.

GENERAL TAXES

Section 501 General Tax Levies. So far as possible, the Bond Requirements of the Bonds shall be paid from Pledged Revenues. However, pursuant to NRS 350.596, the principal and interest falling due on the Bonds at any time when there are not on hand from the Pledged Revenues sufficient funds to pay the same shall be promptly paid when due out of the general fund of the City or out of any other funds that may be available for such purpose, including, without limitation, any proceeds of General Taxes. For the purpose of repaying any moneys so paid from any such fund or funds (other than any moneys available without replacement for the payment of such Bond Requirements on other than a temporary basis) and for the purpose of creating funds for the payment of the Bond Requirements, there are hereby created the separate and special accounts known respectively as the “Carson City, Nevada, General Obligation (Limited Tax) Infrastructure Sales Tax Bonds (Additionally Secured by Pledged Revenues), Series 2023, General Tax Principal Account” and as the “Carson City, Nevada, General Obligation (Limited Tax) Infrastructure Sales Tax Bonds (Additionally Secured by Pledged Revenues), Series 2023, General Tax Interest Account.” Pursuant to NRS 350.592 and 350.594, there shall be duly levied immediately after the issuance of the Bonds and annually thereafter, until all of the Bond Requirements shall have been fully paid, satisfied and discharged, a General Tax on all property, both real and personal, subject to taxation within the boundaries of the City fully sufficient together with the revenue which will result from the application of the rate to the net proceeds of minerals to reimburse such fund for any such amounts temporarily advanced to pay such initial installments of principal and interest, and to pay the interest on the Bonds becoming due after such initial installment, and to pay, retire and redeem the Bonds as they thereafter become due at maturity as herein provided, after there are made due allowances for probable delinquencies. The proceeds of such annual levies shall be duly credited to such separate accounts for the payment of such Bond Requirements, including any mandatory sinking fund payments pursuant to Section 303B hereof, if any. In the preparation of the annual budget or appropriation resolution or ordinance for the City, the Board shall first make proper provisions through the levy of sufficient General Taxes for the payment of the interest on and the retirement of the principal of the bonded indebtedness of the City, including, without limitation, the Bonds, subject to the limitations imposed by

NRS 361.453 and Section 2, Article 10, State Constitution, and the amount of money necessary for this purpose shall be a first charge against all legally available revenues received by the City.

Section 502 Priorities for Bonds. As provided in NRS 361.463, in any year in which the total General Taxes levied against the property in the City by all overlapping units within the boundaries of the City exceeds the limitation imposed by NRS 361.453, or a lesser or greater amount fixed by the State Board of Examiners in any fiscal year, and it becomes necessary for that reason to reduce the levies made by any of those units, the reductions so made shall be in General Taxes levied by such unit or units (including, without limitation, the City and the State) for purposes other than the payment of their bonded indebtedness, including interest thereon. The General Taxes levied for the payment of such bonded indebtedness and the interest thereon shall always enjoy a priority over General Taxes levied by each such unit (including, without limitation, the City and the State) for all other purposes where reduction is necessary in order to comply with the limitation of NRS 361.453.

Section 503 Correlation of Levies. Such General Taxes shall be levied and collected in the same manner and at the same time as other General Taxes are levied and collected, and the proceeds thereof for the Bonds shall be kept by the Treasurer in the General Tax Principal Account and in the General Tax Interest Account, which shall be used for no other purpose than the payment of principal of and interest on the Bonds and any other Parity Securities hereinafter issued in accordance with Section 803 hereof, respectively, as the same fall due.

Section 504 Use of General Fund. Any sums becoming due on the Bonds at any time when there are on hand from such tax levy or levies (and any other available moneys) insufficient funds to pay the same shall be promptly paid when due from general funds on hand belonging to the City, reimbursement to be made for such general funds in the amounts so advanced when the Taxes herein provided for have been collected, pursuant to NRS 350.596.

Section 505 Use of Other Funds. Nothing herein prevents the City from applying any funds (other than General Taxes) that may be available for that purpose to the payment of such interest or principal, as the same respectively mature, including, without limitation, the payment of the Bonds as provided in Section 604 hereof and elsewhere herein, and upon such payments, the levy or levies herein provided may thereupon to that extent be diminished, pursuant to NRS 350.598.

Section 506 Legislative Duties. In accordance with NRS 350.592 and NRS 361.463, it shall be the duty of the City annually, at the time and in the manner provided by law for levying other General Taxes of the City, if such action shall be necessary to effectuate the provisions of this Ordinance, to ratify and carry out the provisions hereof with reference to the levy and collection of General Taxes; and the City shall require the officers of the City to levy, extend and collect such General Taxes in the manner provided by law for the purpose of creating funds for the payment of the principal of the Bonds and interest thereon. Such General Taxes when collected shall be kept for and applied only to the payment of the principal of and the interest on the Bonds, as hereinbefore provided.

Section 507 Appropriation of General Taxes. In accordance with NRS 350.602, there is hereby specially appropriated the proceeds of the General Taxes to the payment of such principal and interest, and such appropriations shall not be repealed nor the General Taxes postponed or diminished (except as herein otherwise expressly provided) until the Bond Requirements of the Bonds, have been wholly paid.

ARTICLE VI.

ADMINISTRATION OF AND ACCOUNTING FOR PLEDGED REVENUES

Section 601 Pledge Securing Bonds. Subject only to the right of the City to cause amounts to be withdrawn to pay the Cost of the Project as provided herein, the Pledged Revenues and all moneys and securities paid or to be paid to or held or to be held in any account under this article or under Section 401 hereof, excluding those funds held in the Rebate Account, are hereby pledged to secure the payment of the Bond Requirements of the Bonds. This pledge shall be valid and binding from and after the date of the first delivery of any Bonds, and the moneys, as received by the City and hereby pledged, shall immediately be subject to the lien of this pledge without any physical delivery thereof, any filing, or further act, and the lien of this pledge and the obligation to perform the contractual provisions hereby made shall have priority over any or all other obligations and liabilities of the City, except for any Outstanding Parity Securities and securities hereafter authorized the liens of which the Pledged Revenues are on a parity with or superior to the lien thereon of the Bonds. The lien of this pledge for the Bonds is on a parity with the lien of the pledge of the Pledged Revenues for the Parity Securities. The Bonds and the Parity Securities shall be equally and ratably secured by the pledge of the Pledged Revenues hereunder, and the Bonds and the Parity Securities are not entitled to any priority one over the other in the application of Pledged Revenues. The lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City (except as herein otherwise provided) irrespective of whether such parties have notice thereof.

Section 602 Infrastructure Fund Deposits. So long as any of the Bonds shall be Outstanding, as to any Bond Requirements, the entire Pledged Revenues, pursuant to the Act and the Sales Tax Ordinance, except for amounts refunded to taxpayers or withheld by the State as provided in the Act and the Sales Tax Ordinance, shall be set aside upon the receipt of such revenues by the City and credited to the special account in the treasury of the City heretofore established pursuant to the Act and designated as the Infrastructure Fund.

Section 603 Administration of the Infrastructure Fund. So long as any of the Bonds hereby authorized shall be Outstanding, as to any Bond Requirements, the payments shall be made from the Infrastructure Fund as provided in Sections 604 through Section 608 hereof.

Section 604 Bond Fund Payments. First, from any moneys in the Infrastructure Fund, i.e., the Pledged Revenues, the following transfers shall be credited to the Bond Fund

concurrently with transfers to any bond funds to pay the bond requirements of any Parity Securities outstanding or hereafter issued, but after any transfers to bond funds, rebate accounts and reserve funds for any Superior Securities hereafter issued:

A. Monthly, commencing on the first day of the month immediately succeeding the delivery of any of the Bonds and any Parity Securities outstanding or hereafter issued, an amount in equal monthly installments necessary, together with any other moneys from time to time available therefor and on deposit therein from whatever source including, but not limited to, those funds transferred from the Infrastructure Fund, to pay the next maturing installment of interest on the Bonds then Outstanding.

B. Monthly, commencing on the first day of the month immediately succeeding delivery of any of the Bonds and any Parity Securities outstanding or hereafter issued, an amount in equal monthly installments necessary, together with any other moneys from time to time available therefor and on deposit therein from whatever source including, but not limited to, those funds transferred from the Infrastructure Fund, to pay the next installment of principal of the Bonds coming due at maturity or prior to maturity as provided in Section 303B of this Ordinance. The moneys credited to the Bond Fund shall be used to pay the Bond Requirements of the Bonds as the Bond Requirements become due, including any mandatory sinking fund payments pursuant to Section 303B hereof, if any.

Section 605 Termination of Deposits. No payment need be made into the Bond Fund if the amount in the Bond Fund totals a sum at least equal to the entire amount of the Bonds then Outstanding as to all Bond Requirements, to their respective maturities, and both accrued and not accrued, in which case moneys in that account in an amount at least equal to such Bond Requirements shall be used solely to pay such Bond Requirements as the same become due; and any moneys in excess thereof in the Bond Fund and any other moneys derived from the Pledged Revenues may be used in any lawful manner determined by the City.

Section 606 Payment of Additional Securities. Second, and subject to the provisions hereinabove in this Article, prior to, concurrently with or subsequent to the payments required by Section 604 hereof, as provided in Article VIII hereof, any moneys remaining in the Infrastructure Fund may be used by the City for the payment of Bond Requirements of any Parity Securities, and additional bonds or other additional securities payable from the Pledged Revenues and hereafter authorized to be issued in accordance with Article VIII and any other provisions

herein supplemental thereto, including reasonable reserves for such securities, as the same accrue. The lien of such additional bonds or other additional securities on the Pledged Revenues and the pledge thereof for the payment of such additional securities shall be superior to, on a parity with or subordinate to the lien and pledge of the Bonds and any Parity Securities as herein provided. Payments for bond and reserve funds for Superior Securities shall be made prior to the payments required by Section 604 hereof. Payments for bond and reserve funds for Parity Securities shall be made concurrently with the payments required by Section 604 hereof. Payments for bond and reserve funds for additional Subordinate Securities shall be made after the payments required by Section 604 hereof.

Section 607 Payment of Rebate. Third, subject to the provisions hereinabove in this Article and concurrently with the transfers to any rebate funds for Outstanding Parity Securities required by the ordinances authorizing the issuance of such Parity Securities (but subsequent to transfers to any rebate funds for any Superior Securities), there shall be transferred into the “Carson City, Nevada, General Obligation (Limited Tax) Infrastructure Sales Tax Bonds (Additionally Secured by Pledged Revenues), Series 2023, Rebate Account,” hereby created, after making in full the monthly deposits required by Sections 604 through 606 hereof, but prior to the transfer of any Pledged Revenues to the payment of Subordinate Securities, such amounts as are required to be deposited therein to meet the City’s obligations under the covenant contained in Section 917 hereof, in accordance with Section 148(f) of the Tax Code. Amounts in the Rebate Account shall be used for the purpose of making the payments to the United States required by such covenant and Section 148(f) of the Tax Code. Any amounts in the Rebate Account in excess of those required to be on deposit therein by Section 917 hereof and Section 148(f) of the Tax Code may be withdrawn therefrom and used for any lawful purpose of the City.

Section 608 Use of Remaining Revenues. After the payments hereinabove required to be made by Sections 604 through 607 hereof, any remaining Pledged Revenues in the Infrastructure Fund may be used at any time during any Fiscal Year whenever in the Fiscal Year there shall have been credited to the Bond Fund and to each other security fund, if any, for the payment of any other securities payable from the Pledged Revenues all amounts required to be deposited in those special accounts for such portion of the Fiscal Year, as hereinabove provided in this Article, for any one or any combination of lawful purposes of the City as the City may from time to time determine, including, without limitation, for the payment of any Bond Requirements

of any bonds or other securities relating to the Project, general obligations or special obligations, and regardless of whether the respective proceedings authorizing or otherwise relating to the issuance of the securities provides for their payment from the Pledged Revenues.

Section 609 Defraying Delinquencies. If at any time the City shall for any reason fail to pay into the Bond Fund the full amount above stipulated from the Pledged Revenues, then an amount shall be paid into the Bond Fund at such time equal to the difference between that paid from the Pledged Revenues and the full amount so stipulated. If Parity Securities are Outstanding, and if the proceedings authorizing issuance of those securities require the replacement of moneys in a bond fund, reserve fund or rebate account therefor, then the moneys replaced in such funds shall be replaced on a pro rata basis related to the principal amount of the then Outstanding Bonds and the then Outstanding Parity Securities, as moneys become available therefor, first into all of such bond and reserve funds and second into all such rebate accounts.

ARTICLE VII.

GENERAL ADMINISTRATION

Section 701 Administration of Accounts. The special accounts designated in Articles IV and VI hereof shall be administered as provided in this Article.

Section 702 Places and Times of Deposits. Each of the special accounts hereinabove designated in Articles IV and VI hereof shall be maintained as a book account and kept separate from all other accounts as a trust account solely for the purposes herein designated therefor, and the moneys accounted for in such special book accounts shall be deposited in one bank account or more in a commercial bank or commercial banks (except as otherwise expressly stated herein). Nothing herein prevents the commingling of moneys accounted for in any two or more book accounts relating to the Project or any other City accounts in any bank account or any investment in Federal Securities hereunder. Each bank account shall be continuously secured to the fullest extent required or permitted by the laws of the State for the securing of public funds and shall be irrevocable and not withdrawable by anyone for any purpose other than the respective designated purposes. Each periodic payment shall be credited to the proper book account not later than the date therefor herein designated, except that when any such date shall be a Saturday, a Sunday or a legal holiday, then the payment shall be made on or before the next preceding secular day. Notwithstanding any other provision herein to the contrary, moneys sufficient to pay the Bond Requirements then coming due on the Bonds shall be deposited with the Paying Agent at least on the day of each interest payment date herein designated and, in any event, in sufficient time to make timely payment of such Bond Requirements.

Section 703 Investment of Moneys. Any moneys in any account designated in Articles IV and VI hereof (except moneys in the Rebate Account), and not needed for immediate use, may be invested or reinvested in investments which are permitted by the laws of the State and by the insurer of the Bonds, if any (“Permitted Investments”).

Section 704 Required and Permissive Investments. There is no obligation to make any investment or reinvestment hereunder, unless any moneys on hand and accounted for in any one account exceeds \$5,000 and at least \$5,000 therein will not be needed for a period of not less than 60 days. In that event, there shall be invested or reinvested to the extent practicable not less than substantially all the amount which will not be needed during such 60-day period, except for any moneys on deposit in an interest-bearing account in any commercial bank, regardless of

whether such moneys are evidenced by a certificate of deposit or otherwise, pursuant to Section 707 hereof. There may be invested or reinvested any moneys on hand at any time as provided in Section 703 hereof even though there is not an obligation to do so.

Section 705 Accounting for Investments. The obligations purchased as an investment or reinvestment of moneys in any such account shall be deemed at all times to be a part of the account and held in trust therefor. Except as herein otherwise provided, any interest or other gain in any account resulting from any such investments and reinvestments and from any deposits of moneys in any commercial bank pursuant to this Article shall be credited to that Fund, and any loss in any account resulting from any such investments and reinvestments and from any such deposits in any commercial bank shall be charged or debited to that Fund. No loss or profit in any account on any investments or reinvestments or any certificates of deposit shall be deemed to take place as a result of fluctuations in the market quotations of the investments, reinvestments or certificates before the sale or maturity thereof. In the computation of the amount in any account for any purpose hereunder, except as herein otherwise expressly provided, obligations and certificates of deposit shall be valued at the cost thereof (including any amount paid as accrued interest at the time of purchase of the obligation) and other bank deposits shall be valued at the amounts deposited, exclusive of any accrued interest or any other gain to the City until such gain is realized. The expenses of purchase, safekeeping, sale and all other expenses incident to any investment or reinvestment of moneys pursuant to this Article shall be accounted for as operation and maintenance expenses of the Project.

Section 706 Redemption or Sale of Investment Securities. The City Treasurer shall present for redemption at maturity or sale on the prevailing market at the best price obtainable any obligations and certificates of deposit so purchased as an investment or reinvestment of moneys in any account whenever it shall be necessary to do so in order to provide moneys to meet any withdrawal, payment or transfer from such account. The City Treasurer shall not be liable or responsible for any loss resulting from any such investment or reinvestment made in accordance with this Ordinance.

Section 707 Character of Funds. The moneys in any account herein authorized shall consist either of lawful money of the United States or Permitted Investments, or both. Moneys deposited in a demand or time deposit account in or evidenced by a certificate of deposit

of any commercial bank pursuant to Section 703 hereof, appropriately secured according to the laws of the State, shall be deemed lawful money of the United States.

Section 708 Accelerated Payments. Nothing contained in Article VI hereof prevents the accumulation in any account herein designated of any monetary requirements at a faster rate than the rate or minimum rate provided in Article VI therefor, as the case may be; but no payment shall be so accelerated if such acceleration shall cause the City to default in the payment of any obligation of the City relating to any portion of the Pledged Revenues. Nothing contained herein, in connection with the Pledged Revenues received in any Fiscal Year, requires the accumulation in any account for the payment of Bond Requirements due in connection with any series of bonds or other securities payable from any portion of the Pledged Revenues and heretofore, herein or hereafter authorized, in excess of the Bond Requirements required to be accumulated in that Fiscal Year, and of any reserves required to be accumulated and maintained therefor, and of any existing deficiencies, and payable from such account, as the case may be, except as may be otherwise provided in Section 604 or elsewhere herein.

Section 709 Payment of Securities Requirements. The moneys credited to any account designated in Article VI hereof for the payment of the Bond Requirements due in connection with any series of bonds or other securities payable from the Pledged Revenues and heretofore, herein or hereafter authorized shall be used, without requisition, voucher, warrant or further order or authority (other than is contained herein), or any other preliminaries, to pay promptly the Bond Requirements payable from such account as such bonds or other securities become due, upon the respective interest payment dates and Redemption Dates, if any, on which the City is obligated to pay the bonds or other securities, or upon the respective interest payment and maturity dates of such bonds or other securities, as provided therefor herein or otherwise, except to the extent any other moneys are available therefor, including, without limitation, moneys accounted for in the Bond Fund.

Section 710 Payment of Redemption Premiums. Notwithstanding any other provision herein, this Ordinance requires the accumulation in any account designated in Article VI hereof for the payment of any series of bonds or other securities payable from the Pledged Revenues of amounts sufficient to pay not only the principal thereof and interest thereon payable from such account but also the prior redemption premiums due in connection therewith, if any, as the same become due, whenever the City shall have exercised or shall have obligated itself to

exercise a prior redemption option relating thereto, except to the extent provision is otherwise made therefor, if any prior redemption premium is due in connection therewith. In that event moneys shall be deposited into such account in due season for the payment of all such Bond Requirements without default as the same become due.

ARTICLE VIII.

SECURITIES LIENS AND ADDITIONAL SECURITIES

Section 801 Lien on the Bonds. The Bonds constitute an irrevocable lien (but not necessarily an exclusive lien) upon the Pledged Revenues, and such lien on the Pledged Revenues is on a parity with the lien thereon of any Outstanding Parity Securities.

Section 802 Equality of Bonds. The Bonds and any Parity Securities from time to time Outstanding are equally and ratably secured by a lien on the Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Pledged Revenues, regardless of the time or times of the issuance of the Bonds and any Parity Securities, it being the intention of the City that there shall be no priority among the Bonds and any such Parity Securities, regardless of the fact that they may be actually issued and delivered at different times.

Section 803 Issuance of Superior or Parity Securities. Nothing herein, subject to the limitations stated in Sections 811 and 812 of this Ordinance, prevents the issuance by the City of additional bonds or other additional securities payable from the Pledged Revenues and constituting a lien thereon prior and superior to or on a parity with the lien thereon of the Bonds and any Parity Securities, nor prevents the issuance of bonds or other securities refunding all or a part of the Bonds (or funding or refunding any other then Outstanding securities payable from the Pledged Revenues), except as provided in Sections 807 through 811 of this Ordinance; but before any such additional Superior Securities or additional Parity Securities are authorized or actually issued (excluding any parity refunding securities other than any securities refunding Subordinate Securities, as permitted in Section 810C hereof):

A. Absence of Default. At the time of the adoption of the supplemental instrument authorizing the issuance of the additional securities, the City shall not be in default in making any payments required by Sections 604 or 606 hereof.

B. Historic Earnings Test. Except as hereinafter otherwise provided, the Pledged Revenues derived in the Fiscal Year immediately preceding the date of the issuance of the additional Superior Securities or Parity Securities shall have been at least sufficient to pay an amount equal to the combined maximum annual principal and interest requirements (to be paid during any one Bond Year) of the Outstanding Bonds and any other Outstanding Superior Securities or Parity Securities of the City and the bonds or other securities proposed to be issued.

C. Adjustment of Pledged Revenues. In any computation of such earnings test as to whether or not Superior Securities or additional Parity Securities may be issued as provided in subsection B of this Section, the amount of the Pledged Revenues for the next preceding Fiscal Year shall be decreased and may be increased by the amount of any loss or gain conservatively estimated by the Independent Accountant making the computations under this Section, by the City Treasurer or the Chief Financial Officer, which loss or gain results from any change in any schedule of the Pledged Revenues as the case may be, which change took effect during the next preceding Fiscal Year or thereafter prior to the issuance of such additional securities, based on the number of taxpayers during such next preceding Fiscal Year as if such modified schedule of Pledged Revenues as the case may be, shall have been in effect during the entire next preceding Fiscal Year, if such change shall have been made by the City or other legislative body having or purportedly having jurisdiction in the premises before the computation of the designated earnings test but made in the same Fiscal Year as the computation is made or in the next preceding Fiscal Year. Nothing herein shall be construed to permit a reduction in Pledged Revenues from the rates charged at the time of delivery of the Bonds.

D. Superior Securities Permitted. The Superior Securities hereafter issued shall not be issued as general obligations but shall be issued solely as special obligations secured by and payable from the Pledged Revenues.

Section 804 Certification of Revenues. A written certification or written opinion by an Independent Accountant, by the Chief Financial Officer or by the City Treasurer, based upon estimates thereby as provided in Section 803C hereof, that the annual revenues when adjusted as hereinabove provided in Section 803C hereof, are sufficient to pay such amounts as provided in Section 803B hereof, shall be conclusively presumed to be accurate in determining the right of the City to authorize, issue, sell and deliver additional bonds or additional securities on a parity with or superior to, as the case may be, the Bonds.

Section 805 Subordinate Securities Permitted. Nothing herein, subject to the limitations stated in Sections 811 and 812 of this Ordinance, prevents the City from issuing additional bonds or other additional securities payable from the Pledged Revenues having a lien thereon subordinate, inferior and junior to the lien thereon of the Bonds and any Parity Securities.

Section 806 Use of Proceeds. This Ordinance does not limit the use of the proceeds of any additional bonds or other additional securities (other than any funding or refunding securities) payable from the Pledged Revenues.

Section 807 Issuance of Refunding Securities. At any time after the Bonds, or any part thereof, are issued and remain Outstanding, if the City shall find it desirable to refund any Bonds or other Outstanding securities payable from and constituting a lien upon the Pledged Revenues, such Bonds or other securities, or any part thereof, may be refunded only if the Bonds or other securities at the time or times of their required surrender for payment shall then mature or shall be then callable for prior redemption for the purpose of refunding them at the City's option upon proper call, unless the owner or owners of all such Bonds or other securities consent to such surrender and payment, regardless of whether the priority of the lien for the payment of the refunding securities on the Pledged Revenues is changed (except as provided in Sections 806 and 809 through 813 hereof).

Section 808 Partial Refundings. Any refunding bonds or other refunding securities, unless issued as Subordinate Securities, shall enjoy complete equality of lien with the portion of any securities of the same issue which is not refunded, if there is any; and the owner or owners of the refunding securities shall be subrogated to all of the rights and privileges enjoyed by the owner or owners of the unrefunded securities of the same issue partially refunded by the refunding securities.

Section 809 Limitations Upon Refundings. Any refunding bonds or other refunding securities payable from the Pledged Revenues shall be issued with such details as the City may by instrument provide, subject to the provisions of Sections 811 and 812 hereof, and subject to the inclusion of any such rights and privileges designated in Section 808 hereof, but without any impairment of any contractual obligation imposed upon the City by any proceedings authorizing the issuance of any unrefunded portion of the Outstanding securities of any one or more issues (including, without limitation, the Bonds).

Section 810 Protection of Securities Not Refunded. If only a part of the Outstanding Bonds and other Outstanding securities of any issue or issues payable from the Pledged Revenues is refunded, then such securities may not be refunded without the consent of the owner or owners of the unrefunded portion of such securities:

A. Requirements Not Increased. Unless the refunding securities do not increase for any Bond Year the annual principal and interest requirements evidenced by the refunding securities and by the Outstanding securities not refunded on and before the last maturity date or last Redemption Date, if any, whichever is later, if any, of the unrefunded securities, and unless the lien of any refunding bonds or other refunding securities on the Pledged Revenues is not raised to a higher priority than the lien thereon of the Bonds or other securities thereby refunded; or

B. Subordinate Lien. Unless the lien on the Pledged Revenues for the payment of the refunding securities is subordinate to each such lien for the payment of any securities not refunded; or

C. Default and Earnings Test. Unless the refunding bonds or other refunding securities are issued in compliance with Section 803 hereof (including subsections A through C thereof) and Section 804 hereof.

Section 811 Payment Dates of Additional Securities. Any additional Parity Bonds or Subordinate Bonds or other additional Parity Securities or Subordinate Securities (including, without limitation, any funding or refunding securities) issued in compliance with the terms hereof shall bear interest payable at the times and shall mature on the dates designated by the City in the supplemental instrument authorizing such securities as provided in Section 812 hereof.

Section 812 Supplemental Instrument. Additional bonds or other additional securities payable from the Pledged Revenues shall be issued only after authorization thereof by a supplemental instrument of the City stating the purpose or purposes of the issuance of the additional bonds or other additional securities, directing the application of the proceeds thereof to such purpose or purposes, directing the execution thereof, and fixing and determining the date, principal amount, maturity or maturities, designation and numbers thereof, the maximum rate or rates of interest to be borne thereby, any prior redemption privileges of the City with respect thereto and other provisions thereof not in conflict with this Ordinance. All additional bonds or other additional securities shall bear such date, shall bear such numbers and series designation, letters or symbols prefixed to their numbers distinguishing them from each other security, shall be payable at such place or places at such times, may be subject to redemption prior to maturity on such terms

and conditions, and shall bear interest at such rate or at such different and varying rates per annum, as may be fixed by instrument or other document of the City.

ARTICLE IX.

MISCELLANEOUS PROTECTIVE COVENANTS

Section 901 General. The City hereby particularly covenants and agrees with the owners of the Bonds and makes provisions which shall be a part of its contract with such owners to the effect and with the purposes set forth in the following provisions and sections of this article.

Section 902 Performance of Duties. The City shall faithfully and punctually perform or cause to be performed all duties with respect to the Pledged Revenues required by the Constitution and laws of the State and the various resolutions, ordinances and other instruments of the City, including, without limitation, the proper segregation of the proceeds of the Bonds and Pledged Revenues and their application from time to time to the respective accounts provided therefor.

Section 903 Further Assurances. At any and all times the City, except when otherwise required by law, shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge, deliver and file or record all and every such further instruments, acts, deeds, conveyances, assignments, transfers, other documents and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, the Pledged Revenues and other moneys and accounts hereby pledged or assigned, or which the City, may hereafter become bound to pledge or to assign, or as may be reasonable and required to carry out the purposes of this Ordinance and to comply with the Act, the Bond Act, the Supplemental Bond Act and all laws supplemental thereto. The City shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Pledged Revenues and other moneys and accounts pledged hereunder and all the rights of every owner of any Bonds against all claims and demands of all Persons whomsoever.

Section 904 Covenant to Perform. The City shall observe and perform all of the terms and conditions contained in this Ordinance, the Sales Tax Ordinance, the Act, the Bond Act and all laws supplemental thereto and shall comply with all valid acts, rules, regulations, orders and directives of any legislative, executive, administrative or judicial body applicable to the Project, to any such other facilities, or to the City.

Section 905 Conditions Precedent. Upon the date of issuance of any Bonds, all conditions, acts and things required by the Constitution or statutes of the State, including without limitation, the and the Bond Act, or this Ordinance, to exist, to have happened, and to have been

performed precedent to or in the issuance of the Bonds shall exist, have happened, and have been performed; and the Bonds, together with all other obligations of the City, shall not contravene any debt or other limitation prescribed by the State Constitution or statutes.

Section 906 Protective Security. The City, the officers, agents and employees of the City shall not take any action in such manner or to such extent as might prejudice the security for the payment of the Bond Requirements of the Bonds and any other securities payable from all or a portion of the Pledged Revenues according to the terms thereof. No contract shall be entered into nor any other action taken by which the rights of any owner of any Bond or other security payable from all or a portion of the Pledged Revenues might be prejudicially and materially impaired or diminished.

Section 907 Accumulation of Interest Claims. In order to prevent any accumulation of coupons or claims for interest after maturity, the City shall not directly or indirectly extend or assent to the extension of the time for the payment of any coupon or claim for interest on any of the Bonds or any other securities payable from the Pledged Revenues; and the City shall not directly or indirectly be a party to or approve any arrangements for any such extension or for the purpose of keeping alive any of such coupons or other claims for interest. If the time for the payment of any such coupons or of any other such installment of interest shall be extended in contravention of the foregoing provisions, such coupon or installment or installments of interest after such extension or arrangement shall not be entitled in case of default hereunder to the benefit or the security of this Ordinance, except upon the prior payment in full of the principal of the Bonds of any such other securities then Outstanding and of all matured interest on such securities the payment of which has not been extended.

Section 908 Prompt Payment of Bonds. The City shall promptly pay the Bond Requirements of every Bond issued hereunder and secured hereby at the places, on the dates, and in the manner specified herein and in the Bonds according to the true intent and meaning hereof.

Section 909 Use of Bond Fund. The Bond Fund shall be used solely, and the moneys credited to such account are hereby pledged, for the purpose of paying the Bond Requirements of the Bonds, subject to the provisions concerning surplus moneys in Sections 605, 608 and 1001 hereof.

Section 910 Use of Pledged Revenues. None of the Pledged Revenues shall be used for any purpose other than as provided herein. The City shall apply the Pledged Revenues to

the payment of the Bonds, any other securities payable from Pledged Revenues, and the interest thereon (but not necessarily exclusively thereto), and the City is not obligated to make such payments from any other source or moneys, but it is not prohibited from making such payments from any moneys which may be lawfully used for that purpose.

Section 911 Additional Securities. Any other securities hereafter authorized to be issued and payable from all or a portion of the Pledged Revenues shall not hereafter be issued, unless the additional securities are also issued in conformance with the provisions of Articles VI and VIII hereof.

Section 912 Collection of Pledged Revenues. The Board, on behalf of the City, shall cause the Pledged Revenues to be collected as soon as reasonable, shall prescribe and enforce rules and regulations or impose contractual obligations for the payment thereof, including without limitation, the imposition of penalties for any defaults, to the end that the Pledged Revenues shall be adequate to meet the requirements of this Ordinance and of any other instruments supplemental hereto.

Section 913 Records. So long as any of the Bonds and any other securities payable from the Pledged Revenues remain Outstanding, proper books of record and account shall be kept by the City, separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the Project or the Pledged Revenues, or to both. Such books shall include (but not necessarily be limited to) monthly records showing:

- A. Receipts. The revenues received from the Pledged Revenues, and
- B. Expenses. A detailed statement of the expenditures from the Pledged Revenues.

Section 914 Maintenance and Inspection of Records. All requisitions, requests, certificates, opinions and other documents received by any individual on behalf of the City in connection with the Project under the provisions of this Ordinance shall be retained in the City's official records. The Registrar shall have the right at all reasonable times to inspect all records, accounts and data relating thereto, concerning the Project and the Pledged Revenues, to make copies of such records, accounts and data, and to inspect the Project and all properties comprising the Project.

Section 915 Completion of Project. The City, with the proceeds derived from the sale of the Bonds and any other available moneys, shall proceed to cause the Project to be completed without delay to the best of the City's ability and with due diligence, as herein provided.

Section 916 Continuing Disclosure Undertaking. The City covenants for the benefit of the holders and beneficial owners of the Bonds to comply with the provisions of the final Continuing Disclosure Certificate substantially in the form now on file with the Chief Financial Officer, to be executed by the Chief Financial Officer and delivered in connection with the delivery of the Bonds.

Section 917 Tax Covenant. The City covenants for the benefit of the owners of the Bonds that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the City or any facilities financed with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code or (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b) of the Tax Code except to the extent such interest is required to be included in the adjusted current earnings adjustment applicable to corporations under Section 56 of the Tax Code in calculating corporate alternative minimum taxable income. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Bonds until the date on which all obligations of the City in fulfilling the above covenant under the Tax Code have been met. The City makes no covenant with respect to taxation of interest on the Bonds as a result of the inclusion of that interest in the "adjusted financial statement income" of "applicable corporations" (as defined in Sections 56A and 55(k), respectively, of the Tax Code).

ARTICLE X.

MISCELLANEOUS

Section 1001 Defeasance. When all Bond Requirements of any Bond have been duly paid, the pledge and lien and all obligations hereunder as to that Bond shall thereby be discharged and the Bond shall no longer be deemed to be Outstanding within the meaning of this Ordinance. There shall be deemed to be due payment of any Bond or other security when the City has placed in escrow or in trust with a trust bank located within or without the State, an amount sufficient (including the known minimum yield available for such purpose from Federal Securities in which such amount wholly or in part may be initially invested) to meet all Bond Requirements of the Bond or other security, as the same become due to the final maturity of the Bond or other security, or upon any Redemption Date as of which the City shall have exercised or shall have obligated itself to exercise its prior redemption option by a call of the Bond or other security for payment then. The Federal Securities shall become due before the respective times on which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the City and the bank at the time of the creation of the escrow or trust, or the Federal Securities shall be subject to redemption at the option of the owners thereof to assure availability as so needed to meet the schedule. For the purpose of this Section, "Federal Securities" shall include only Federal Securities which are not callable for redemption prior to their maturities except at the option of the owner thereof.

Section 1002 Delegated Powers. The Mayor, the Chief Financial Officer, the Clerk-Recorder, the City Treasurer, and other officers and agents of the City hereby are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including, without limitation:

A. Printing Bonds. The printing of the Bonds , including, without limitation, the printing on each Bond, if applicable, of a statement of insurance pertaining to the Bonds; and

B. Final Certificates. The execution of such certificates as may be reasonably required by the Purchaser, relating, inter alia, to

- (1) The signing of the Bonds,
- (2) The tenure and identity of the officials of the City, of the Board and of the City,
- (3) The delivery of the Bonds and the receipt of the bond purchase price,

(4) The exclusion of the interest on the Bonds from gross income for federal income tax purposes,

(5) If it is in accordance with fact, the absence of litigation, pending or threatened, affecting the validity therefor,

(6) The accuracy and completeness of the statements made in the Official Statement, and

(7) The Continuing Disclosure Certificate and the Certificate of the Chief Financial Officer.

Section 1003 Statute of Limitations. No action or suit based upon the Bonds or other obligation of the City shall be commenced after it is barred by any statute of limitations relating thereto. Any trust or fiduciary relationship between the City and the owner of any Bonds or other obligee regarding any such other obligation shall be conclusively presumed to have been repudiated on the maturity date or other due date thereof unless the Bonds are presented for payment or demand for payment of any such other obligation is otherwise made before the expiration of the applicable limitation period. Any moneys from whatever source derived remaining in any account reserved, pledged or otherwise held for the payment of any such obligation, action or suit for the collection of which has been barred, shall revert to the Infrastructure Fund, unless the City shall otherwise provide by instrument of the City. Nothing herein prevents the payment of any such obligation after any action or suit for its collection has been barred if the City deems it in the best interests of the public to do so and orders such payment to be made.

Section 1004 Evidence of Ownership. Any request, consent or other instrument which this Ordinance may require or may permit to be signed and to be executed by the owner of any Bonds or other securities may be in one or more instruments of similar tenor and shall be signed or shall be executed by each such owner in person or by his attorney appointed in writing. Proof of the execution of any such instrument or of an instrument appointing any such attorney, or the holding by any Person of the securities, shall be sufficient for any purpose of this Ordinance (except as otherwise herein expressly provided) if made in the following manner, but the City may, nevertheless, in its discretion require further or other proof in cases when it deems the same desirable:

A. Proof of Execution. The fact and the date of the execution by any owner of any Bonds or other securities or his attorney of such instrument may be provided by the certificate, which need not be acknowledged or verified, of an officer of a bank or trust company satisfactory to the Clerk-Recorder or of and notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the individual signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before the notary public or other officer; the authority of the individual or individuals executing any such instrument on behalf of a corporate owner of any securities may be established without further proof if the instrument is signed by an individual purporting to be the president or a vice president of the corporation with a corporate seal affixed and attested by an individual purporting to be its secretary or an assistant secretary; and the authority of any Person or Persons executing any such instrument in any fiduciary or representative capacity may be established without further proof if the instrument is signed by a Person or Persons purporting to act in such fiduciary or representative capacity; and

B. Proof of Ownership. The ownership of any of the Bonds or other securities held by any Persons executing any instrument as a holder of securities, and the numbers, date and other identification thereof, together with the date of his or her holding the securities, shall be proved by the registration books at the City kept by the Registrar.

Section 1005 Warranty upon Issuance of Bonds. Any Bonds authorized as herein provided, when duly executed and delivered for the purpose provided for in this Ordinance shall constitute a warranty by and on behalf of the City for the benefit of each and every future holder of any of the Bonds that the Bonds have been issued for a valuable consideration in full conformity with law.

Section 1006 Immunities of Purchaser. The Purchaser and any associate thereof are under no obligation to any holder of the Bonds for any action that they may or may not take or in respect of anything that they may or may not do by reason of any information contained in any reports or other documents received by them under the provisions of this Ordinance. The immunities and exemptions from liability of the Purchaser and any associate thereof hereunder extend to their partners, directors, successors, employees and agents.

Section 1007 Police Power. Nothing herein prohibits or otherwise limits or inhibits the exercise by the Federal Government, the State, any agency thereof or any public body

thereof, including, without limitation, the City, of the police power, i.e., essential governmental powers for the public welfare. The provisions hereof are subject to any proper exercise hereafter of the police power thereby. The City cannot contract away the police power thereof nor limit or inhibit by contract the proper exercise of the police power thereby, and this Ordinance does not purport to do so.

Section 1008 Designation as Bank Qualified. The City hereby delegates to the Chief Financial Officer the authority to designate the Bonds as qualified tax-exempt obligations for purposes of and within the meaning of Section 265(b)(3)(B) of the Tax Code.

Section 1009 Replacement of Registrar or Paying Agent. If the Registrar or Paying Agent so appointed shall resign, or if the City shall reasonably determine that it desires to replace the Registrar or Paying Agent, the City may, upon notice given to each owner of any Bond at his or her address last shown on the registration records, appoint a successor Registrar or Paying Agent or both. Every such successor Registrar or Paying Agent shall be a trust bank or an officer or employee of the City. It shall not be required that the same institution serve as both Registrar and Paying Agent hereunder, but the City shall have the right to have the same institution serve as both Registrar and Paying Agent hereunder. No resignation or dismissal of the Registrar or the Paying Agent may take effect until a successor is appointed.

Any corporation or association into which the Registrar or Paying Agent may be converted or merged, or with which they may be consolidated, or to which they may sell or transfer their corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer, to which they are a party, shall be and become the successor Registrar or Paying Agent under this Resolution, without the execution or filing of any instrument or any further act, deed, or conveyance on the part of any of the parties hereto, anything in this Resolution to the contrary notwithstanding.

ARTICLE XI.

PRIVILEGES, RIGHTS AND REMEDIES

Section 1101 Bond Owner's Remedies. Each owner of any Bond issued hereunder shall be entitled to all of the privileges, rights and remedies provided or permitted in the Act and the Bond Act, and as otherwise provided or permitted by law or in equity or by other statutes, except as otherwise provided herein, but subject to the provisions herein concerning the pledge of and the covenants and the other contractual provisions concerning the Pledged Revenues and the proceeds of the Bonds.

Section 1102 Right to Enforce Payment. Nothing in this article affects or impairs the right of any owner of any Bond to enforce the payment of the Bond Requirements due in connection with his or her Bond or the obligation of the City to pay the Bond Requirements of each Bond to the owner thereof at the time and the place expressed in the Bond.

Section 1103 Events of Default. Each of the following events is hereby declared an "Event of Default"; provided that breach of the undertakings of the City under the Continuing Disclosure Certificate shall not constitute an Event of Default under this Ordinance and the rights and remedies provided in this Ordinance in the Event of Default are not applicable to a breach of the obligation of the City under the Continuing Disclosure Certificate:

A. Nonpayment of Principal and Premium. Payment of the principal of any of the Bonds, or any prior redemption premium due in connection therewith, or both, is not made when the same becomes due and payable, at maturity, on the mandatory redemption dates specified in Section 303B hereof, or by proceedings for optional prior redemption, or otherwise;

B. Nonpayment of Interest. Payment of any installment of interest on the Bonds is not made when the same becomes due and payable;

C. Incapable to Perform. The City for any reason is rendered incapable of fulfilling its obligations hereunder, excluding, however, any obligations pursuant to Section 916 of this Ordinance;

D. Nonperformance of Duties. The City fails to carry out and to perform (or in good faith to begin the performance of) all acts and things lawfully required to be carried out or to be performed by it under any contract relating to the Pledged Revenues, or otherwise, including without limitation, this Ordinance, and such failure continues for 60 days after receipt of notice

from the insurer of the Bonds, if any, or the owners of 10% in principal amount of the Bonds then Outstanding;

E. Appointment of Receiver. An order or decree is entered by a court of competent jurisdiction with the consent or acquiescence of the City appointing a receiver or receivers for the Pledged Revenues and any other moneys subject to the lien to secure the payment of the Bonds or if an order or decree having been entered without the consent or acquiescence of the City is not vacated or discharged or stayed on appeal within 60 days after entry; and

F. Default of Any Provision. The City makes any default in the due and punctual performance of any other of the representations, covenants, conditions, agreements and other provisions contained in the Bonds or in this Ordinance on its part to be performed, and if the default continues for 60 days after written notice specifying the default and requiring the same to be remedied is given to the City by the insurer of the Bonds, if any, or the owners of 10% in principal of the Bonds then Outstanding.

Section 1104 Remedies for Default. Upon the happening and continuance of any of the Events of Default, as provided in Section 1103 hereof, then and in every case, the insurer of the Bonds, if any, or the owner or owners of not less than 10% in principal amount of the Bonds then Outstanding, including, without limitation, a trustee or trustees therefor, may proceed against the City and its agents, officers and employees to protect and to enforce the rights of any owner of Bonds under this Ordinance by mandamus or by other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained herein or in an award of execution of any power herein granted for the enforcement of any proper, legal or equitable remedy as the owner or owners may deem most effectual to protect and to enforce the rights aforesaid, or thereby to enjoin any act or thing which may be unlawful or in violation of any right of any owner of any Bond, or to require the City to act as it if were the trustee of an express trust, or any combination of such remedies. All proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all owners of the Bonds and any Parity Securities then Outstanding.

Section 1105 Receiver's Rights and Privileges. Any receiver appointed in any proceedings to protect the rights of owners hereunder, the consent to any such appointment being hereby expressly granted by the City, may collect, receive and apply all Pledged Revenues arising after the appointment of the receiver in the same manner as the City itself might do.

Section 1106 Rights and Privileges Cumulative. The failure of any owner of any Outstanding Bond to proceed in any manner herein provided shall not relieve the City, the City, or any officers, agents or employees thereof of any liability for failure to perform or carry out any duty, obligation or other commitment. Each right or privilege of any owner (or trustee thereof) is in addition and is cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any owner shall not be deemed a waiver of any other right or privilege thereof.

Section 1107 Duties upon Defaults. Upon the happening of any of the Events of Default as provided in Section 1103 hereof, the City, in addition, shall do and perform all proper acts on behalf of and for the owners of the Bonds to protect and to preserve the security created for the payment of their Bonds and to insure the payment of the Bond Requirements promptly as the same become due. During any period of default, so long as any of the Bonds issued hereunder, as to any Bond Requirements, are Outstanding, except to the extent it may be unlawful to do so, all Pledged Revenues shall be paid into the Bond Fund, or, in the event of securities heretofore and hereafter issued and Outstanding during that period of time on a parity with or superior to the Bonds, shall be paid into the bond accounts for all Superior Securities and Parity Securities first or on an equitable and prorated basis (as the case may be), and used for the purposes therein provided. If the City fails or refuses to proceed as in this Section provided, the owner or owners of not less than 10% in principal amount of the Bonds then Outstanding, after demand in writing, may proceed to protect and to enforce the rights of the owners of the Bonds as hereinabove provided; and to that end any such owners of the Bonds shall be subrogated to all rights of the City under any agreement or contract involving the Pledged Revenues entered into prior to the effective date of this Ordinance or thereafter while any of the Bonds are Outstanding.

Section 1108 Duties in Bankruptcy Proceedings. If any Person obligated to pay any Sales Tax proceeds under any laws of the United States relating to bankruptcy, including, without limitation, any action under any law providing for corporate reorganization, it shall be the duty of the City, and its appropriate officers are hereby authorized and directed, to take all necessary steps for the benefit of the owners of the Bonds in such proceedings, so including the filing of any claims for unpaid Sales Tax proceeds and other payments to or otherwise arising from the breach of any of the covenants, terms or conditions of any instrument or obligation pertaining to the Pledged Revenues, except to the extent that the State acting by and through the Department

or otherwise takes such action, unless the Board by resolution or other instrument determines that the costs of such action are likely to exceed the amounts thereby recovered from such taxpayer.

Section 1109 Prejudicial Action Unnecessary. Nothing in this article requires the City to proceed as provided therein if the City determines in good faith and without any gross abuse of its discretion that if the City so proceeds it is more likely than not to incur a net loss rather than a net gain, or the action is otherwise likely to affect materially and prejudicially the owners of the Bonds and any Outstanding Parity Securities.

ARTICLE XII.

AMENDMENT OF INSTRUMENT

Section 1201 Privilege of Amendments. This Ordinance may be amended or supplemented by instruments adopted by the City in accordance with the laws of the State, without receipt by the City of any additional consideration, but with the written consent of the insurer of the Bonds, if any, or the owners of 66% in aggregate principal amount of the Bonds authorized by this Ordinance and Outstanding at the time of the adoption of the amendatory or supplemental instrument, excluding, pursuant to Section 103D hereof, any Bonds which may then be held or owned for the account of the City, but including such refunding securities as may be issued for the purpose of refunding any of the Bonds if the refunding securities are not owned by the City.

Section 1202 Limitations upon Amendments. No such instrument shall permit without the written consent of all owners of the Bonds adversely and materially affected thereby:

A. Changing Payment. A change in the maturity or in the terms of redemption of the principal of any Bond or any installment of interest thereon; or

B. Reducing Return. A reduction in the principal amount of any Bond, the rate of interest thereon, or any prior redemption premium payable in connection therewith, without the consent of the owner of the Bond; or

C. Prior Lien. The creation of a lien upon or a pledge of revenues ranking prior to the lien or to the pledge created by this Ordinance; or

D. Modifying Any Bond. A reduction of the percentages or otherwise affecting the description of Bonds the consent of the owners of which is required for any modification or amendment; or

E. Priorities between Bonds. The establishment of priorities as between Bonds issued and Outstanding under the provisions of this Ordinance; or

F. Partial Modification. The modifications of or otherwise materially and prejudicially affecting the rights or privileges of the owners of less than all of the Bonds then Outstanding.

Section 1203 Notice of Amendment. Whenever the City proposes to amend or modify this Ordinance under the provisions of this Article, it shall cause notice of the proposed amendment to be given not later than 30 days prior to the date of the proposed enactment of the amendment to:

- (1) The insurer of the Bonds, if any,
- (2) The Paying Agent,
- (3) The Registrar, and
- (4) The registered owner of each of the Bonds then Outstanding.

The notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory instrument is on file in the office of the Secretary for public inspection.

Section 1204 Time for Amendment. Whenever at any time within one year from the date such notice is given, there shall be filed in the office of the Clerk-Recorder an instrument or instruments executed by the insurer of the Bonds, if any, or the owners of at least 66% in aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed amendatory instrument described in the notice and shall specifically consent to and approve the adoption of the instrument, thereupon, but not otherwise, the City may adopt the amendatory instrument and the instrument shall become effective.

Section 1205 Binding Consent to Amendment. If the insurer of the Bonds, if any, or the owners of at least 66% in aggregate principal amount of the Bonds Outstanding, at the time of the adoption of the amendatory instrument, or the predecessors in title of such owners shall have consented to and approved the adoption thereof as herein provided, no owner of any Bond, whether or not the owner shall have consented to or shall have revoked any consent as in this article provided, shall have any right or interest to object to the adoption of the amendatory instrument or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin the City from taking any action pursuant to the provisions thereof.

Section 1206 Time Consent Binding. Any consent given by the owner of a Bond pursuant to the provisions of this Article shall be irrevocable for a period of 6 months from the date of the giving of the notice above provided for in Section 1203 hereof, and shall be conclusive and binding upon all future owners of the same Bond during that period.

Section 1207 Unanimous Consent. Notwithstanding anything contained in the foregoing provisions of this Article, the terms and the provisions of this Ordinance or of any instrument amendatory hereof or supplemental hereto and the rights and the obligations of the City and of the owners of the Bonds hereunder may be modified or amended in any respect upon the adoption by the City and upon the filing with the Clerk-Recorder of an instrument to that effect

and with the consent of the insurer of the Bonds, if any, or the owners of all the Bonds then Outstanding, the consent to be given as provided in Section 1004 hereof; and no notice to owners of Bonds shall be required as provided in Section 1203 hereof, nor shall the time of consent be limited except as may be provided in the consent.

Section 1208 Exclusion of City's Bonds. At the time of any consent or of other action taken under this Article, the City shall furnish to the Clerk-Recorder a certificate of the City Treasurer, upon which the City may rely, describing all Bonds to be excluded, for the purpose of consent or of other action or of any calculation of the Bonds provided for in this Article, and the City shall not be entitled with respect to such Bonds to give any consent or to take any other action provided for in this Article, pursuant to Section 103D hereof.

Section 1209 Notation on Bonds. Bonds authenticated and delivered after the effective date of any action taken as in this Article provided may bear a notation by endorsement or otherwise in form approved by the City as to the action; and if any Bond so authenticated and delivered shall bear such notation, then upon demand of the owner of any Bond Outstanding at such effective date and upon presentation of his or her Bond for the purpose at the principal office of the Secretary, suitable notation shall be made on the Bond by the Secretary as to any such action. If the City so determines, new Bonds so modified as in the opinion of the City to conform to such action shall be prepared, authenticated and delivered; and upon demand of the owner of any Bond then Outstanding, shall be exchanged without cost to the owner for Bonds then Outstanding upon surrender of the Bonds.

Section 1210 Proof of Ordinances and Bonds. The fact and date of execution of any instrument under the provisions of this Article, the amount and number of the Bonds held by any Person executing the instrument, and the date of his holding the same may be proved as provided by Section 1004 hereof.

PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF CARSON CITY, THIS FEBRUARY 2, 2023.

Proposed on January 19, 2023.

Passed on the February 2, 2023.

Those Voting Aye: _____

Those Voting Nay: _____

Those Absent and Not Voting: _____

Those Abstaining: _____

LORI BAGWELL, Mayor
Carson City, Nevada

(SEAL)

WILLIAM SCOTT HOEN
Clerk-Recorder

This Ordinance shall be force and effect from and after February __, 2023, i.e., the date of publication of this Ordinance by its title only.

STATE OF NEVADA)
) ss.
CARSON CITY)

I am the duly chosen, qualified and acting Clerk-Recorder of Carson City, Nevada (the “City”) do hereby certify:

1. The foregoing pages are a true, perfect and a complete copy of an ordinance proposed by the Board of Supervisors (the “Board”) of Carson City, Nevada (the “City” and the “State”), at a lawful meeting of the Board held on January 19, 2023, and adopted by the Board at a lawful meeting of the Board held on February 2, 2023, as recorded in the official record book of the proceedings of the City kept in my office.

2. The members of the Board voted on the introduction of the ordinance on January 19, 2023, as follows:

Those Voting Aye: _____

Those Voting Nay: _____

Those Absent: _____

3. The members of the Board voted on the final passage of the ordinance on February 2, 2023, as set forth following the ordinance.

4. All members of the Board were duly notified of said meetings held on January 19, 2023, and February 2, 2023.

5. Public notice of each of the meetings was given and such meetings were held and conducted in full compliance with the provisions of NRS 241.020.

6. A copy of such notices as posted and given are attached hereto as Exhibit A. An affidavit of publication of the notice of filing of the ordinance is attached hereto as Exhibit B.

7. An affidavit of publication of the notice of adoption of the ordinance is attached hereto as Exhibit C.

IN WITNESS WHEREOF, I have hereunto set my hand this February 2, 2023.

WILLIAM SCOTT HOEN
Clerk-Recorder

(SEAL)

EXHIBIT “A”

(Attach Copy of Notices of Meetings of January 19, 2023 and February 2, 2023)

EXHIBIT “B”

(Attach Affidavit of Publication of Notice of Filing of an Ordinance)

EXHIBIT “C”

(Attach Affidavit of Publication of Notice of Adoption of an Ordinance)

APPENDIX D - FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by Carson City, Nevada (the “Issuer”) in connection with the issuance of the Carson City, Nevada, General Obligation (Limited Tax) Infrastructure Sales Tax Bonds (Additionally Secured by Pledged Revenues), Series 2023, in the aggregate principal amount of \$_____ (the “Bonds”). The Bonds are being issued pursuant to the ordinance adopted by the Board of Supervisors of the Issuer on February 2, 2023 (the “Ordinance”). The Issuer covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the “SEC”).

SECTION 2. Definitions. In addition to the definitions set forth in the Ordinance or parenthetically defined herein, which apply to any capitalized terms used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Dissemination Agent” shall mean, initially, the Issuer, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“Financial Obligation” shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board in compliance with the Rule.

“Material Events” shall mean any of the events listed in Section 5 of this Disclosure Certificate.

“MSRB” shall mean the Municipal Securities Rulemaking Board. The MSRB’s required method of filing is electronically via its Electronic Municipal Market Access (EMMA) system available on the Internet at <http://emma.msrb.org>.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with an offering of the Bonds.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than nine (9) months following the end of the Issuer's fiscal year of each year, commencing nine (9) months following the end of the Issuer's fiscal year ending June 30, 2023, provide to the MSRB in an electronic format as prescribed by the MSRB, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than five (5) business days prior to said date, the Issuer shall provide the Annual Report to the Dissemination Agent (if other than the Issuer). The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report.

(b) If the Issuer is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the Issuer shall send or cause to be sent a notice in substantially the form attached as Exhibit A to the MSRB.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the appropriate electronic format prescribed by the MSRB;

(ii) if the Dissemination Agent is other than the Issuer, send written notice to the Issuer at least 45 days prior to the date the Annual Report is due stating that the Annual Report is due as provided in Section 3(a) hereof; and

(iii) if the Dissemination Agent is other than the Issuer, file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing all the entities to which it was provided.

SECTION 4. Content of Annual Reports. The Issuer's Annual Report shall contain or incorporate by reference the following:

(a) A copy of its annual financial statements prepared in accordance with generally accepted accounting principles audited by a firm of certified public accountants. If audited annual financial statements are not available by the time specified in Section 3(a) above, unaudited financial statements will be provided as part of the Annual Report and audited financial statements will be provided when and if available.

(b) An update of the type of information identified in Exhibit B hereto, which is contained in the tables in the Official Statement with respect to the Bonds (excluding projections, forecasts and budgeted information which are not required to be updated).

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the Issuer or related public entities, which

are available to the public on the MSRB's Internet Web Site or filed with the SEC. The Issuer shall clearly identify each such document incorporated by reference.

SECTION 5. Reporting of Material Events. The Issuer shall provide or cause to be provided, in a timely manner not in excess of 10 business days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

- (a) Principal and interest payment delinquencies;
- (b) Non-payment related defaults, if material;
- (c) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (d) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (e) Substitution of credit or liquidity providers, or their failure to perform;
- (f) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other events affecting the tax status of the Bonds;
- (g) Modifications to rights of bondholders, if material;
- (h) Bond calls, if material, and tender offers;
- (i) Defeasances;
- (j) Release, substitution or sale of property securing repayment of the Bonds, if material;
- (k) Rating changes;
- (l) Bankruptcy, insolvency, receivership or similar event of the obligated person¹;
- (m) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action

¹ For the purposes of the event identified in subparagraph (b)(5)(i)(C)(12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and official or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms if material;

(n) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(o) Incurrence of a Financial Obligation of the obligated person, if material, or an agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and

(p) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of an obligated person, any of which reflect financial difficulties.

SECTION 6. Format; Identifying Information. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be in the format prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

As of the date of this Disclosure Certificate, all documents submitted to the MSRB must be in portable document format (PDF) files configured to permit documents to be saved, viewed, printed and retransmitted by electronic means. In addition, such PDF files must be word-searchable, provided that diagrams, images and other non-textual elements are not required to be word-searchable.

SECTION 7. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the earliest of: (i) the date of legal defeasance, prior redemption or payment in full of all of the Bonds; (ii) the date that the Issuer shall no longer constitute an "obligated person" within the meaning of the Rule; or (iii) the date on which those portions of the Rule which require this written undertaking are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Bonds.

SECTION 8. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist the Issuer in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

SECTION 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and may waive any provision of this Disclosure Certificate, without the consent of the holders and beneficial owners of the Bonds, if such amendment or waiver does not, in and of itself, cause the undertakings herein (or action of any Participating Underwriter in reliance on the undertakings herein) to violate the Rule, but taking into account any subsequent change in or official interpretation of the Rule. The Issuer will provide notice of such amendment or waiver to the MSRB.

SECTION 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Material Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

SECTION 11. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinance, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter, and the holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

DATE: _____, 2023.

CARSON CITY, NEVADA

Chief Financial Officer

EXHIBIT A

**NOTICE TO MUNICIPAL SECURITIES RULEMAKING BOARD
OF FAILURE TO FILE ANNUAL REPORT**

Name of Issuer: Carson City, Nevada

Name of Bond Issue: General Obligation (Limited Tax) Infrastructure Sales Tax Bonds
(Additionally Secured by Pledged Revenues), Series 2023

Date of Issuance: _____, 2023.

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Ordinance adopted on February 2, 2023 and the Continuing Disclosure Certificate executed on _____, 2023 by the Issuer. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____

CARSON CITY, NEVADA

By: _____

Title: _____

EXHIBIT B

INDEX OF OFFICIAL STATEMENT TABLES TO BE UPDATED

(See page -iv- of the Official Statement)

**Carson City, Nevada
General Obligation (Limited Tax)
Infrastructure Sales Tax Bonds, Series 2023
Sources & Uses of Funds**

Issue Summary

Dated Date	03/01/2023
Par Amount	\$5,550,000
Underwriter's Spread	0.750%
Total Costs as % of Par	3.592%
True Interest Cost	3.3603%
All-in TIC	3.7225%
Arbitrage Yield Limit	3.1200%
Weighted Average Maturity	8.911 years

Sources of Funds:

Par Amount	\$5,550,000.00
Original Issue Premium	712,999.80

Total	\$6,262,999.80

Uses of Funds:

Construction Funds	\$6,063,624.80
Net Underwriting	41,625.00
Insurance	0.00
Issuance Costs	157,750.00

Total	\$6,262,999.80

Carson City, Nevada
General Obligation (Limited Tax)
Infrastructure Sales Tax Bonds, Series 2023
Debt Service Schedule

Date	Principal	Rate	Interest	Semi-Annual Debt Service	Annual Debt Service
03/01/2023					
09/01/2023			\$138,750.00	\$138,750.00	
03/01/2024			138,750.00	138,750.00	\$277,500.00
09/01/2024	\$280,000	5.000%	138,750.00	418,750.00	
03/01/2025			131,750.00	131,750.00	550,500.00
09/01/2025	295,000	5.000%	131,750.00	426,750.00	
03/01/2026			124,375.00	124,375.00	551,125.00
09/01/2026	310,000	5.000%	124,375.00	434,375.00	
03/01/2027			116,625.00	116,625.00	551,000.00
09/01/2027	325,000	5.000%	116,625.00	441,625.00	
03/01/2028			108,500.00	108,500.00	550,125.00
09/01/2028	340,000	5.000%	108,500.00	448,500.00	
03/01/2029			100,000.00	100,000.00	548,500.00
09/01/2029	360,000	5.000%	100,000.00	460,000.00	
03/01/2030			91,000.00	91,000.00	551,000.00
09/01/2030	380,000	5.000%	91,000.00	471,000.00	
03/01/2031			81,500.00	81,500.00	552,500.00
09/01/2031	395,000	5.000%	81,500.00	476,500.00	
03/01/2032			71,625.00	71,625.00	548,125.00
09/01/2032	420,000	5.000%	71,625.00	491,625.00	
03/01/2033			61,125.00	61,125.00	552,750.00
09/01/2033	440,000	5.000%	61,125.00	501,125.00	
03/01/2034			50,125.00	50,125.00	551,250.00
09/01/2034	460,000	5.000%	50,125.00	510,125.00	
03/01/2035			38,625.00	38,625.00	548,750.00
09/01/2035	490,000	5.000%	38,625.00	528,625.00	
03/01/2036			26,375.00	26,375.00	555,000.00
09/01/2036	515,000	5.000%	26,375.00	541,375.00	
03/01/2037			13,500.00	13,500.00	554,875.00
09/01/2037	540,000	5.000%	13,500.00	553,500.00	
03/01/2038			0.00	0.00	553,500.00
	\$5,550,000		\$2,446,500.00	\$7,996,500.00	\$7,996,500.00

Carson City, Nevada
General Obligation (Limited Tax)
Infrastructure Sales Tax Bonds, Series 2023
Pricing Schedule

Call Date: 09/01/2033

Call Price: 100

Date	Principal	Coupon	Yield	Price	Prem/(Disc)	Production
03/01/2023						
09/01/2024	\$280,000.00	5.000%	2.560%	103.568	\$9,990.40	\$289,990.40
09/01/2025	295,000.00	5.000%	2.600%	105.772	17,027.40	312,027.40
09/01/2026	310,000.00	5.000%	2.700%	107.632	23,659.20	333,659.20
09/01/2027	325,000.00	5.000%	2.730%	109.551	31,040.75	356,040.75
09/01/2028	340,000.00	5.000%	2.770%	111.304	38,433.60	378,433.60
09/01/2029	360,000.00	5.000%	2.830%	112.801	46,083.60	406,083.60
09/01/2030	380,000.00	5.000%	2.880%	114.208	53,990.40	433,990.40
09/01/2031	395,000.00	5.000%	2.950%	115.312	60,482.40	455,482.40
09/01/2032	420,000.00	5.000%	2.990%	116.516	69,367.20	489,367.20
09/01/2033	440,000.00	5.000%	3.070%	117.211	75,728.40	515,728.40
09/01/2034	460,000.00	5.000%	3.130%	116.625 *	76,475.00	536,475.00
09/01/2035	490,000.00	5.000%	3.250%	115.462 *	75,763.80	565,763.80
09/01/2036	515,000.00	5.000%	3.470%	113.367 *	68,840.05	583,840.05
09/01/2037	540,000.00	5.000%	3.590%	112.244 *	66,117.60	606,117.60
	\$5,550,000.00	Par Amount			\$712,999.80	\$6,262,999.80
	<u>671,374.80</u>	<u>+ Premium Bid</u>				
	6,221,374.80	= Amount Bid				
	<u>41,625.00</u>	<u>+ Underwriter's Spread</u>				
	\$6,262,999.80	= Price to Public				

* Priced to first optional redemption date of September 1, 2033.



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: February 2, 2023

Staff Contact: Jason Danen

Agenda Title: For Possible Action: Discussion and possible action regarding a federal grant award in the amount of \$2,036,493 through November 17, 2028, with a local match obligation not to exceed \$30,000, for Carson City to perform wildfire fuels reduction work in western Carson City ("Project") through Round 18 of the Southern Nevada Public Land Management Act's ("SNPLMA") Hazardous Fuels Reduction and Wildfire Prevention program. (Jason Danen, jdanen@carson.org)

Staff Summary: The Project will allow the Carson City Fire Department ("CCFD") to reduce the threat of catastrophic wildfire by reducing wildfire fuels on 850 acres in the Wildland Urban Interface ("WUI") surrounding western Carson City by hand thinning, mechanical thinning and controlled burns. This treatment will significantly reduce hazardous fuels along the west side of Carson City, which is very susceptible to wildfire. The \$30,000 local match obligation can be met by in-kind contribution.

Agenda Action: Formal Action / Motion

Time Requested: 15 minutes

Proposed Motion

I move to accept the grant award as presented.

Board's Strategic Goal

Safety

Previous Action

August 20, 2020 (12B): The Board of Supervisors ("Board") authorized CCFD to apply for \$1,946,882 in grant funding through Round 18 of SNPLMA.

November 17, 2016 (10B): The Board authorized the acceptance of \$1,999,900 awarded through Round 16 of SNPLMA.

Background/Issues & Analysis

CCFD has identified 850 acres in the WUI surrounding Carson City which will be treated to reduce wildfire threat. This treatment will be accomplished by hand thinning, machine thinning and controlled burns over a six-year period. This treatment will reduce hazardous fuels along the west side of Carson City, which is susceptible to catastrophic wildfires. By reducing the fuels in these strategic locations, the potential impact of a wildfire will be greatly reduced. Due to the abundance of open land on the west side of Carson City there is a need to continue to create buffer zones of reduced vegetation and dry brush within the potential wildfire threat zones. This Project will have a beneficial effect on wildlife habitat by reducing overgrown brush and opening the area up to new grass and plant growth. This Project is a continuation of the labor-intensive fuels reduction work

that has been taking place for over fifteen years with the goal of reducing a catastrophic fire risk on the west side of Carson City. The grant will fund the Fuels Management Grants Administrator position and the Seasonal Firefighters Part-Time.

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: 2752505 grant fund; grant number to be established in MUNIS if the Board approves acceptance of grant.

Is it currently budgeted? No

Explanation of Fiscal Impact: If awarded, both revenues and expenses will be augmented by \$2,036,493. The \$30,000 required match will be provided by CCFD as an in-kind match over the six-year life of the grant.

Alternatives

Do not accept the grant and/or provide alternative direction to staff.

Attachments:

[NOA FINAL 11.18.2022.pdf](#)

[SR Item 12B Fuels to Apply 18.pdf](#)

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)

1. DATE ISSUED MM/DD/YYYY 11/18/2022

1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. CFDA NO. 15.235 - Southern Nevada Public Land Management

3. ASSISTANCE TYPE Cooperative Agreement

4. GRANT NO. L23AC00026-00
Originating MCA #

5. TYPE OF AWARD Other

4a. FAIN L23AC00026

5a. ACTION TYPE New

6. PROJECT PERIOD MM/DD/YYYY
From 11/18/2022 Through 11/17/2028

7. BUDGET PERIOD MM/DD/YYYY
From 11/18/2022 Through 11/17/2028

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)
Southern Nevada Public Land Management Act of 1998, 31 U.S.C. 6901, PL 105-263

8. TITLE OF PROJECT (OR PROGRAM)
SNPLMA Hazardous Fuels Reduction - Carson City, Project C004, Priority 18-10

9a. GRANTEE NAME AND ADDRESS
CITY OF CARSON CITY
201 N Carson St
Carson City, NV, 89701-4594

9b. GRANTEE PROJECT DIRECTOR
Mr. Rod Rummel
201 N CARSON ST STE 5
CARSON CITY, NV, 89701-4264
Phone: 7752837161

10a. GRANTEE AUTHORIZING OFFICIAL
Mr. Rod Rummel
201 N CARSON ST STE 5
CARSON CITY, NV, 89701-4264
Phone: 7752837161

10b. FEDERAL PROJECT OFFICER
Ms. Michelle Eis
1340 Financial
Reno, NV, 89520
Phone: 775-861-6418

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m)	\$ 2,036,493.00
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods	\$ 0.00
a. Salaries and Wages	\$ 1,212,000.00	c. Less Cumulative Prior Award(s) This Budget Period	\$ 0.00
b. Fringe Benefits	\$ 318,000.00	d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$ 2,036,493.00
c. Total Personnel Costs	\$ 1,530,000.00	13. Total Federal Funds Awarded to Date for Project Period	\$ 2,036,493.00
d. Equipment	\$ 0.00	14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):	
e. Supplies	\$ 8,000.00	YEAR	TOTAL DIRECT COSTS
f. Travel	\$ 0.00	a. 2	\$
g. Construction	\$ 0.00	b. 3	\$
h. Other	\$ 2,300.00	c. 4	\$
i. Contractual	\$ 341,057.00	d. 5	\$
j. TOTAL DIRECT COSTS	\$ 1,881,357.00	e. 6	\$
k. INDIRECT COSTS	\$ 185,136.00	f. 7	\$
l. TOTAL APPROVED BUDGET	\$ 2,066,493.00	15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
m. Federal Share	\$ 2,036,493.00	a. DEDUCTION	
n. Non-Federal Share	\$ 30,000.00	b. ADDITIONAL COSTS	
		c. MATCHING	
		d. OTHER RESEARCH (Add / Deduct Option)	
		e. OTHER (See REMARKS)	
		e	
		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:	
		a. The grant program legislation	
		b. The grant program regulations.	
		c. This award notice including terms and conditions, if any, noted below under REMARKS.	
		d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.	
		In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.	

REMARKS (Other Terms and Conditions Attached - Yes No)
See next page

GRANTS MANAGEMENT OFFICIAL:
Amy Marshall, Grants Management Officer
222 WEST 7TH AVENUE
13
ANCHORAGE, AK, 99513-7504
Phone: (907) 271-2816

17. VENDOR CODE	0070163745	18a. UEI DTBPJMA2QFC8	18b. DUNS 073787152	19. CONG. DIST.	02	
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION
1	0051029390-00010	\$2,036,493.00	11/18/2022	11/17/2028	5232	SNPLMA Haz Fuels Project #C004, 18-10

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 3	DATE ISSUED 11/18/2022
GRANT NO. L23AC00026-00	

REMARKS:

Notice of Intent (NOI) Announcement Number: L-LSNPLMA-22-001
Application Number: L-SNPLMA-2022-000052
SNPLMA Project C004, Priority 18-10, Fuels Reduction Hazardous Fuels Reduction - Carson City
Total Amount of Federal Funding: \$2,036,493
Required Cost Sharing/Matching: None; however the recipient is contributing \$30,000 in cost share.
Indirect Cost Rate: 10%
Program Income: None

Required Periodic Status Reporting: Annual Reporting is required for the SF425 Financial Reports and Performance Reports. Submit reports To: GrantSolutions.gov

Refer to Attachment No. 1 for Award Terms and Conditions
Authority: Southern Nevada Public Land Management Act of 1998, 31 U.S.C. 6901, PL 105-263

This cooperative agreement is made and entered into by the Department of the Interior (DOI), Bureau of Land Management (BLM), Nevada State Office (NVSO), and Carson City Fire Department, the recipient, for the purpose of transferring something of value to the recipient to carry out a public purpose of support or stimulation authorized by a law of the United States.

Acceptance of a Federal Financial Assistance award from the DOI carries with it the responsibility to be aware of and comply with the terms and conditions of award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.

BLM substantial involvement by the BLM Program Officer (PO); Refer to the Terms and Conditions, Attachment No.1, paragraph 2B.

Prior to making any drawdown in ASAP; See 3. ASAP Draw Down Requirements for SNPLMA Projects and copy the following people:
Amy Lee, BLM Business Services Division National Operations Center (NOC): aelee@blm.gov
Gary Thompson, Finance Manager, BLM Business Services Division National Operations Center (NOC): garythompso@blm.gov
Gianna Vaccaro, Program Officer (PO), SNPLMA Division: gavccaro@blm.gov

NOTICE OF AWARD (Continuation Sheet)

PAGE 3 of 3	DATE ISSUED 11/18/2022
GRANT NO. L23AC00026-00	

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
11/18/2022	09/30/2023	Annual	12/29/2023
10/01/2023	09/30/2024	Annual	12/29/2024
10/01/2024	09/30/2025	Annual	12/29/2025
10/01/2025	09/30/2026	Annual	12/29/2026
10/01/2026	09/30/2027	Annual	12/29/2027
10/01/2027	09/30/2028	Annual	12/29/2028
10/01/2028	11/17/2028	Final	03/17/2029

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
11/18/2022	09/30/2023	Annual	12/29/2023
10/01/2023	09/30/2024	Annual	12/29/2024
10/01/2024	09/30/2025	Annual	12/29/2025
10/01/2025	09/30/2026	Annual	12/29/2026
10/01/2026	09/30/2027	Annual	12/29/2027
10/01/2027	09/30/2028	Annual	12/29/2028
10/01/2028	11/17/2028	Final	03/17/2029

AWARD ATTACHMENTS

CITY OF CARSON CITY

L23AC00026-00

1. L23AC00026 Attachment 1

1. COOPERATIVE AGREEMENT OBJECTIVES:

A. Objective(s):

Carson City Fire Dept. will treat 850 acres in the Wildland Urban Interface surrounding Carson City, Nevada to reduce hazardous fuels along the west side of Carson City, to protect communities vulnerable to catastrophic loss in the event of a wildfire.

B. Public Benefit(s):

1. Protect communities by reducing the risk of catastrophic wildfires by removing hazardous fuels.
2. Conserve and restore natural resources by maintaining or increasing the quality of natural resources and protect their ecological integrity and sustainability.

C. Federal Award Performance Goals:

- Hand thin, pile and burn, and/or mechanically treat 850 acres of land in the wildland-urban interface in Carson City, Nevada to reduce the threat and impact of a wildfire. Final acres will be determined based on a variety of factors, including terrain accessibility, slope, cost estimates and environmental review.
- A walking tour of the area will be held at the completion of the project. We will invite community members, city leaders, and invested stakeholders.
- An updated Community Wildfire Protection Plan will be finalized after all treatments are completed.

2. PROPOSED WORK

- A. The Recipient's Nomination Package dated 09/14/2020, as submitted through the SNPLMA Round 18 nomination process, entitled "*Hazardous Fuels Reduction - Carson City,*" and assigned SNPLMA project number C004, priority number 18-10, is accepted by the BLM and incorporated herein, as part of this agreement. The recipient will also develop and maintain a project workplan, as accepted by the BLM, in the SNPLMA Management and Reporting Tool or "SMART" online database.

Additional documents incorporated by reference: Recipient GrantSolutions application number LSNPLMA-2022-000052, dated 03/29/2022 to include Standard Form (SF) 424 Application for Federal Assistance, SF-424A (Budget Information - Non-Construction Programs), Budget Detail, signed Certification Regarding Lobbying - Certification for Contracts, Grants, Loans, or Cooperative Agreement, and Revised SF-424A and Budget Narrative submitted on 7/25/2022.

Additionally, the recipient agrees to:

- Adhere to the policies and procedures identified in the effective SNPLMA Implementation Agreement.
- Adhere to the Recipient procurement plan and federal procurement standards under 2 CFR § 200.318. Ensure federal, state, and local government permits are obtained, if required.

- Initiate, complete, and provide proof of documentation compliance with federal environmental and cultural resource laws, e.g., National Environmental Policy Act (NEPA), Endangered Species Act (ESA), Migratory Bird Treaty Act, and the National Historic Preservation Act (NHPA), as applicable.
 - The Grant Management Officer (GMO) and Program Officer (PO) will provide additional information on the NEPA and NHPA compliance in a separate document.
 - The recipient must provide to the GMO and PO documentation that confirms compliance is satisfactorily completed before the recipient will be allowed to proceed project implementation. When proof of compliance has been provided, the PO will respond in writing (email or letter) to the recipient (and e-copy the GMO) a “SNPLMA notice to proceed” to allow the recipient to proceed with project implementation.
- Include the following conspicuously placed disclosure for materials generated for display or distribution (brochures, flyers, public planning documents, public scoping meetings, videos, etc.): “This project was funded due to the Southern Nevada Public Land Management Act, which authorized the sale of BLM-administered federal lands within a designated boundary in the Las Vegas Valley and required proceeds to be used on projects to fund federal, state and local projects that benefit communities and public lands.”
- Provide project signage conspicuously placed, which states: “This project was funded due to the Southern Nevada Public Land Management Act, which authorized the sale of BLM-administered federal lands within a designated boundary in the Las Vegas Valley and required proceeds to be used on projects to fund federal, state, and local projects that benefit communities and public lands.”

B. In addition, the BLM will:

- Review and accept the recipient’s project work plan before funds are authorized for expenditure.
- Approve the recipient to transition from planning activities to implementation of the project objectives following the acceptance of prerequisite environmental, cultural/historic, and/or land-use compliance and documentation requirements.
- Closely monitor the project’s quarterly status information for scope, time, and amount and its compliance with the SNPLMA Implementation Agreement.
- Conduct a pre-work, progress, and final site visits.
- Manage the change management process, including the request, decision, and post-decision actions involving the project’s scope, time, and amount.
- Ensure completion of the project’s deliverable(s), accurate reporting of accomplishments, and public accomplishment information in annual reports and databases.

C. The recipient will also be responsible for significant developments, i.e., events which may occur between the scheduled performance reporting dates that have significant

impact upon the supported activity. In such cases, the recipient must inform the PO as soon as the following types of conditions become known:

1. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
2. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

3. TERM OF AGREEMENT

- A. The term, or period of performance, of this agreement shall become effective as of the date shown on the signed award cover page and may remain in effect for a maximum of six (6) years.

The BLM will consider continued support of the project upon; (a) the recipient showing progress satisfactory to the BLM toward program goals and the determination by the BLM that continuation of the program would be in the best interests of the Government, (b) project is still in line with management's top priorities, and/or (c) the availability of funds.

B. Budget and Program Revisions

1. Recipients must submit in writing to the BLM's PO any request for budget or program revision in accordance with 2 CFR §200.308.
2. Modifications:
 - Requests to modify this Agreement's scope, time, or amount will require advance approval of the authorized SNPLMA official. A request for modification must be made to the SNPLMA Division using the modification request form in the SNPLMA Implementation Agreement, Part Two, Appendix L Project Modification Form.
 - Request to modify this Agreement's scope, time or amount shall be submitted no later than 120 calendar days before the current Agreement end date.
 - Requests for extensions for the reimbursement of funds will be considered on a case-by-case basis.
 - Requests to modify this Agreement's scope, time, or amount that receive approval from the SNPLMA Division via a decision memo signed by the SNPLMA authorized representative must complete additional steps/documentation to modify this Agreement through Grant Solutions and receive a modified agreement executed by the GMO.
 - This Agreement may be modified by written agreement signed by both the Recipient's Authorized Representative and the GMO. Administrative changes

(i.e., GMO or PO name change, etc.) that do not change the work plan, scope, time, or amount, may be unilaterally signed by the GMO.

- All other changes shall be made by bilateral modification to the Agreement. No oral statement made by any person, or written statement by any person other than the GMO, shall be allowed in any manner or degree to modify or otherwise effect the terms of the Agreement.

C. Termination. This agreement may be terminated in accordance with the provisions of 2 CFR, Subpart D, §200.340 Termination and the procedures outlined in the SNPLMA Implementation Agreement.

4. FINANCIAL SUPPORT AND PAYMENT METHOD

A. Funding. The Recipient agrees not to exceed the total amount of available incremental funding. The Government is not obligated to reimburse the Recipient for the Recipient's expenditure of amounts in excess of the total available incremental funding nor is the Recipient obligated to continue performance beyond the incrementally funded amount. The obligation of funds for future incremental payments shall be subject to the availability of funds.

Funds obligated but not expended by the Recipient in a fiscal year may be carried forward and expended in subsequent fiscal years consistent with the period of performance in this Agreement.

B. Maximum Obligations. The Recipient agrees not to exceed the total amount of available incremental funding. The Government is not obligated to reimburse the Recipient for the Recipient's expenditure of amounts in excess of the total available incremental funding nor is the Recipient obligated to continue performance beyond the incrementally funded amount. The obligation of funds for future incremental payments shall be subject to the availability of funds.

The total obligations, including modifications, represent the amount for which the BLM will be responsible under the terms of this agreement. The BLM shall not be responsible to pay for, nor shall the recipient be responsible to perform, any effort that will require the expenditure of Federal funds above the current obligated amount.

C. Reimbursable Costs and Limitations. The recipient shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the expiration date stated in the agreement. The BLM's financial participation is limited. The BLM will only fund up to its share of those amounts requested in the project proposal and as are subsequently approved and funded in the agreement. The recipient shall not be obligated to continue performance under the agreement or to incur costs in excess of the costs set forth in the proposal and subsequent agreement. However, if the Recipient chooses to expend funds in excess of the approved project budget, the Recipient will be responsible to fund the excess without funding participation by the Bureau.

D. Cost Sharing and Matching

Cost sharing for this agreement shall be in accordance with 2 CFR, Subpart D, §200.306, Cost sharing or matching.

1. There is no cost share or match legislatively required for this award.
2. If the recipient voluntarily included cost sharing or matching in the approved nomination, then the recipient will be required to document the cost-share or match in accordance with the 2 CFR, Subpart D, §200.306, Cost sharing or matching.

E. Program Income

Program income generated under this award can be as follows:

1. Program income generated for this agreement shall be in accordance with **2 CFR, Subpart D, §200.306(e)(3) Cost Sharing or Matching** - Program income may be used to meet the cost sharing or matching requirement of the Federal award. The amount of the Federal award remains the same. Program income generated through the performance of this project must be reported on SF 425, Federal Financial Report (see section **6. PERFORMANCE, FINANCIAL, AND OTHER REPORTING**).

F. Indirect Costs

1. The Recipient has never had a federally approved negotiated indirect rate, and as the BLM is the cognizant agency, the Recipient has requested and received approval from the BLM for reimbursement under this agreement at the *de minimis* rate shown on the award cover sheet under "Indirect Cost Rate." This rate is to be applied to the agreement's base modified total direct costs (MTDC). MTDC consist of all salaries and wages, fringe benefits, materials and supplies, services, travel, and subgrants and subcontracts up to the first \$25,000 of each subgrant or subcontract (regardless of the period covered by the subgrant or subcontract). Equipment, capital expenditures, charges for patient care, rental costs, and the portion of subgrants or subcontracts in excess of \$25,000 shall be excluded from TDC. Participant support costs shall generally be excluded from MTDC.

G. Payment by Reimbursement

1. Payment will be made by draw-down reimbursement through the Department of the Treasury, Automated Standard Application for Payment (ASAP) System. See following website: <http://www.fms.treas.gov/asap> Treasury Circular 1075 (31 CFR §205) requires that drawdowns to a recipient organization shall be limited to the minimum amounts needed and shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the purposes of the approved program or project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements

- by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.
2. Funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds, must be disbursed before requesting additional cash payments.
 3. ASAP Draw Down Requirements for SNPLMA Projects:
 - Prior to requesting an ASAP drawdown, the Recipient shall send an email to the appropriate program specific PO (aka SNPLMA Program Manager) and e-copy the BLM representatives identified below, with the amount of funding to be drawn down **at least 3 days before** requesting the ASAP draw down. If the ASAP draw down request contains multiple projects by the Recipient, the Recipient shall provide the PO a list of the projects to draw down funds separated by agreement number and amount.
 - Gianna Vaccaro, gvaccaro@blm.gov - PO/SNPLMA Program Manager for Hazardous Fuels category; **and e-copy**
 - Amy Lee, aelee@blm.gov – SNPLMA Sr. Accountant, BLM National Operations Center (NOC);
 - Gary Thompson - gthomps@blm.gov – SNPLMA Accountant, BLM NOC; and
 - Robert Wandel, rwandel@blm.gov – SNPLMA Assistant District Manager, BLM SNPLMA Division.
 - An ASAP draw down will be made only in the amount(s) necessary to meet the current reimbursement needs. The GMO and PO may request additional information to support the drawdown of funding. The drawdown of funding may not commence until the additional documentation or justification is received. The PO will confirm the Recipient may complete the draw down via email.
 - An ASAP draw down can occur as frequently as needed. The Recipient shall make every effort to stay within the quarterly projections submitted to the PO through the SMART database, however, if the recipient needs to draw down more funding than previously projected, the Recipient will provide justification via email to the PO prior to initiating the ASAP draw down request.
 - The Recipient must retain documentation to support all ASAP draw downs, organized by draw down. Failure to retain the appropriate level of documentation to support the draw down may result in a determination that the reimbursement, or certain costs within the reimbursement, is/are not allowable or allocable to the federal award.
 - Approval to complete a drawdown of funding does not imply the expenditures are allowable or allocable. The GMO and/or the PO will complete progress

and final financial file reviews to determine the allowable and allocable costs to the federal award. Expenditures that are determined to be unallowable or unallocable after disbursement will be deducted from the next draw down request.

- At the completion or termination of the Agreement, unused funding shall be returned through ASAP to the BLM. This must be completed within the 120-day payment period following the performance period end date.

H. Payment Review

If a recipient has a history of poor performance, financial instability, uses a management system not meeting standards prescribed by the Uniform Administrative Requirements, has not conformed to the terms and conditions of the award, and/or is not otherwise responsible in safeguarding Federal funds, they may be determined to be "high risk" and be placed on Agency Review. Agency Review limits a recipient's access to funds by requiring that all draw-down requests reviewed and approved prior to their being released. Recipients on agency review must submit a completed SF-270 Request for Advance Payment or Reimbursement for each payment requested along with a detailed explanation of how the costs correspond to the approved budget categories as listed on their Application for Federal Assistance SF-424A Budget Information and their Detailed Budget Breakdown or Challenge Cost Share Program Commitment Document, whichever is applicable. Being put on Agency Review does not relieve the recipient of required financial or performance reporting requirements.

I. System for Award Management (SAM, www.SAM.gov)

Recipients of Federal financial assistance must maintain current registration with the System for Award Management (SAM, www.SAM.gov). Failure to maintain registration can impact access to funds and future obligations under this agreement and any other financial assistance or procurement award the recipient may have with the Federal government.

5. PERFORMANCE & FINANCIAL MONITORING

- A. In accordance with 2 CFR §200.328 Financial Reporting and §200.329 Monitoring and Reporting Program Performance, the recipient is responsible for oversight, monitoring, and reporting of its activities under Federal awards to assure compliance with applicable Federal requirements and that performance expectations are being achieved. The BLM's monitoring of the recipient's activities may include review of the award file including discussions with the recipient regarding reporting, award activities, and project status (desk reviews), analysis of financial and performance reports, and discussions of specific issues related to project implementation, observation of project activity, and review of planned versus actual progress (site visits). The BLM has the right to inspect and evaluate the work performed or being performed under this agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the

recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

1. BLM programmatic monitoring addresses the content and substance of the program. It is a qualitative review to determine performance, innovation, and contributions to the field. The BLM may make site visits as warranted by program needs. In addition, the BLM has the right of timely and unrestricted access to any books, documents, papers, or other records of the recipient's that are pertinent to the award, in order to make audits, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to recipient personnel for the purpose of interviews and discussions related to such documents.
2. BLM financial monitoring ensures compliance with financial guidelines and general accounting practices. On-site or internal financial reviews are conducted to determine if: (1) award recipients are properly accounting for the receipt and expenditures of federal funds; (2) expenditures are in compliance with federal requirements and award special conditions; and (3) proper documentation on financial monitoring activities is prepared, maintained, and distributed as appropriate.

6. PERFORMANCE, FINANCIAL, AND OTHER REPORTING

Periodic financial, performance, and (if applicable) youth employment status reporting is a condition of this financial assistance award. Submission of reports is required whether or not any work has been attempted and/or any funds have been drawn down or expended. Failure to comply with the reporting requirements included in this agreement may be considered a material non-compliance with the terms and conditions of the award. Non-compliance may result in withholding of future payments, suspension or termination of the agreement, recovery of funds paid under the agreement, and withholding of future awards. The periodic status reporting required under this agreement is as follows.

NOTE: Financial and Performance will be on a yearly reporting cycle for both Financial and Performance Progress Reporting is identified in the Notice of Award.

A. Federal Financial Reports

1. Recipients of Federal financial assistance are required to submit periodic financial reports which document the financial status of their awards. The Federal Financial Report (FFR) or SF-425 and SF-425A. Expenditures and/or income may be reported either on a cash or accrual basis, whichever method is normally used by the recipient. Submitted SF-425 reports must be signed by an authorized official of the recipient certifying that the information complete, accurate, consistent with the recipient's accounting system, and that all expenditures and obligations are for the purposes set forth in the agreement. The SF-425 represents a claim to the Federal government, filing a false claim may result in civil or criminal penalties. Blank SF-425 forms with

instructions are available on the Grants.gov web site, URL:
<http://www.grants.gov/web/grants/forms.html>.

B. Performance Reports

1. Recipients of Federal financial assistance are required to submit periodic performance reports prepared in accordance with 2 CFR, Subpart D, Section 200.329 Monitoring and Reporting Program Performance. There is no standard form, however performance reports should always relate to the performance goals and objectives identified in Section 1. of this agreement. Performance reports must be submitted in a narrative summary to include, but not limited to, the following:

- Completed established goals, work in progress, future work, the percentage of work completed (based on Section 1 of this document).
- The reasons why established goals and objectives were not met or problems which may impact the ability to complete work on time with recommendations on their resolution, if appropriate.
- Prediction of future activities and how they will be accomplished.
- Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the BLM program the Federal awarding agency should include this as a performance reporting requirement.
- Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
- Reports are to be submitted electronically within the GrantSolutions system under reporting.

2. Although the Recipient may not be required to report quarterly to the GMO on the FFR or SF-425, the Recipient must submit quarterly financial status reports in the SMART online database. The SMART online database collects status from the previous quarter and funding for the future quarter, as detailed in the table below:

Current Federal Fiscal Year (FY) Quarter	SMART Opens	SMART Closes	Quarterly Status Progress Reporting for:	ASAP Requests and Expended/Obligated for:
Q1	October 1	October 31	Q4 Previous FY (Jul-Sep)	Q2 Current FY (Jan-Mar)
Q2	January 1	January 31	Q1 Current FY (Oct-Dec)	Q3 Current FY (Apr-Jun)
Q3	April 1	April 30	Q2 Current FY (Jan-Mar)	Q4 Current FY (Jul-Sep)
Q4	July 1	July 31	Q3 Current FY (Apr-Jun)	Q1 Following FY (Oct-Dec)

The Recipient will send a transmittal letter to the SNPLMA Division, signed by the Recipient’s authorized representative, certifying the amount of projected funding, in total and per project (as necessary), being requested for draw down in the following quarter, and project compliance with the policies, procedures, and guidelines in the current SNPLMA Implementation Agreement.

3. In addition to the annual performance report required by the 2 CFR §200.328, the Recipient shall submit an annual report in the SMART online database. The annual report in SMART is a summary of the previous year’s activities. At the end of the project, the annual report serves as the final report. The final report is a summary of all major activities and accomplishments over the term of the Agreement and includes the appropriate SNPLMA performance measures.

The Recipient will send a transmittal letter to the SNPLMA Division, signed by the Recipient’s authorized representative, certifying the progress on the project in compliance with the policies, procedures, and guidelines in the current SNPLMA Implementation Agreement. This transmittal letter can be combined with the transmittal letter for financial reporting required in the previous section.

C. Property Reporting

1. SF-428 Tangible Personal Property Report is also required under the terms and conditions of this cooperative agreement. Tangible personal property means property of any kind, except real property, that has physical existence. It includes equipment and supplies. It does not include copyrights, patents, or securities. Property may be provided by the awarding agency or acquired by the recipient with award funds. Federally owned property consists of items that were furnished by the Federal government.

Reporting Period Dates

Submit Reports By

Award Start Date *through* September 30, 2023.....December 31, 2023*

*If Federally Owned Property, report required annually. Any property acquired under this agreement; report required every two years thereafter for the life of the agreement.

D. Real Property Reporting

1. Recipients of SNPLMA funding are expected to maintain the real property acquired, constructed, or created, in the same condition or better in perpetuity, unless or until disposition instructions for the real property are issued by the GMO to the recipient. The Recipient is responsible for submitting a report on the status of real property in accordance with 2 CFR, Subpart D, §200.330 Reporting on real property.
2. The Recipient shall submit to the GMO and PO a report on real property annually for the first 3 years following completion of the project, and then every 5 years thereafter.

7. LIABILITY, INSURANCE, AND INDEMNIFICATION

A. Liability. The BLM assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act, 28 USC 2671.

B. Indemnification. The recipient hereby agrees:

1. To indemnify the federal government, Bureau of Land Management (BLM), from any act or omission of the recipient, its officers, employees, or (members, participants, agents, representatives, agents as appropriate) (1) against third party claims for damages arising from one or more activities carried out in connection with this financial assistance agreement and (2) for damage or loss to government property resulting from such an activity, to the extent the laws of the State where the recipient is located permit. This obligation shall survive the termination of this agreement.
2. To pay the United States the full value for all damage to the lands or other property of the United States caused by the recipient, its officers, employees, or (members, participants, agents, representatives, agents as appropriate).
3. To provide workers' compensation protection to the recipient's officers, employees, and representatives.
4. To cooperate with the BLM in the investigation and defense of any claims that may be filed with the BLM arising out of the activities of the recipient, its agents, and employees.
5. In the event of damage to or destruction of the buildings and facilities assigned for the use of the recipient in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require the BLM to replace or repair the buildings or facilities. If the BLM determines in writing, after consultation with the recipient that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the recipient, the BLM shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this agreement, then failure to substitute and assign other facilities acceptable to the recipient will constitute termination of this agreement by the BLM.

C. Flow-down. For the purposes of this clause, "recipient" includes such subrecipients, contractors, or subcontractors as, in the judgment of the recipient and subject to the Government's determination of sufficiency, have sufficient resources and/or maintain adequate and appropriate insurance to achieve the purposes of this clause.

D. Identified Activities. All activities carried out in connection with this financial assistance agreement.

8. BLM PROPERTY STANDARDS

- A. Government-furnished property (GFP), such as tools and equipment, furnished by the BLM to the recipient shall be used for official purposes only and shall be subject to the terms of the agreement. Tools and equipment shall be returned in the same condition received except for normal wear and tear in project use. Any BLM property used, or other property acquired under this agreement, including intangible property such as copyrights and patents, shall be governed by the property management provisions of 2 CFR, Subpart D, §200.311 to §200.316, Property Standards.

- E. Insurance Coverage: The non-Federal entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Refer to 2 CFR, Subpart D §200.310.

- F. Intangible Property.
 - 1. Title to intangible property (see §200.315 Intangible Property) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally authorized purpose and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in §200.313 Equipment paragraph (e).
 - 2. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
 - 3. The non-Federal entity is subject to applicable regulations governing patents and inventions, including Governmentwide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."
 - 4. The Federal government has the right to: (a) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and (b) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

- G. Recipient staff will be required to complete a BLM-approved Defensive Driving Course if driving a Government-owned vehicle (GOV).

- H. Recipient staff will be required to complete a BLM-approved Four-wheel ATV safety and training program if using Government-furnished ATVs.
- F. Recipient staff will be required to complete a BLM-approved safety and training program if using Government-furnished power equipment, such as chainsaws, woodchippers, etc. The recipient will be responsible for meeting all protective equipment requirements if using Government-furnished equipment.

9. KEY OFFICIALS

The key officials on this agreement are listed on the award cover page(s) and are considered to be essential to ensure maximum coordination and communication between the parties and the work being performed. Upon written notice, either party may designate an alternate to act in the place of their designated key official.

10. GENERAL TERMS AND CONDITIONS

- A. See the Bureau of Land Management's "[Financial Assistance Award Terms and Conditions](#)" for the administrative and national policy requirements applicable to BLM awards.
- B. [Appendix XII to Part 200—Award Term and Condition for Recipient Integrity and Performance Matters](#)
- C. Program Legislation and/or Regulations:
 - 1. Scientific integrity is vital to Department of the Interior (DOI) activities under which scientific research, data, summaries, syntheses, interpretations, presentations, and/or publications are developed and used. Failure to uphold the highest degree of scientific integrity will result not only in potentially flawed scientific results, interpretations, and applications but will damage DOI's reputation and ability to uphold the public's trust. All work performed must comply with the DOI Scientific Integrity Policy posted to <http://www.doi.gov>, or its equivalent as provided by their organization or State law. For more information go to URL: <https://www.doi.gov/scientificintegrity>.
 - 2. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.
 - 3. Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements.

Section 743 of Division E, Title VII of the Consolidated and Further Continuing Resolution Appropriations Act of 2015 (Pub. L. 113-235) prohibits the use of funds appropriated or otherwise made available under that or any other Act for grants or

cooperative agreements to an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

Recipients must not require their employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

Recipients must notify their employees or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

4. Order of Precedence. Any inconsistency in this agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) 2 CFR. Part 200; (c) requirements of the applicable OMB Circulars and Treasury regulations; (d) special terms and conditions; (e) all agreement sections, documents, exhibits, and attachments; and (f) the recipient's project proposal.

- I. 2 CFR §1402.315 Availability of data

- (a) All data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, valuation products or other scientific assessments in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual, resulting from a financial assistance agreement is available for use by the Department of the Interior, including being available in a manner that is sufficient for independent verification.
- (b) The Federal Government has the right to:
 - (1) Obtain, reproduce, publish, or otherwise use the data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, or other scientific assessments, produced under a Federal award; and
 - (2) Authorize others to receive, reproduce, publish, or otherwise use such data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, or other scientific assessments, for Federal purposes, including to allow for meaningful third-party evaluation.

11. SPECIAL TERMS AND CONDITIONS

- A. Deposit of Publications. In addition to any requirements listed in the Project Management Plan, two (2) copies of each applicable publication produced under this agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and

the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W.
Washington, D.C. 20240

- B. Buy America Domestic Procurement Preference: As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program. Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:
1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
 2. all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
 3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

Waivers

When necessary, recipients may apply for, and the DOI may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at:

www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers. If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to www.doi.gov/grants/buyamerica and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DOI Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).

10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued.

Approved waivers will be posted at www.doi.gov/grants/BuyAmerica/ApprovedWaivers; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Construction Materials” does **not** include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States

12. DEFINITIONS & ACRONYMS

Agency Review: If a recipient has a history of poor performance, financial instability, has a management system not meeting standards prescribed by the Uniform Administrative Requirements, has not conformed to the terms and conditions of the award, and/or is not otherwise responsible in safeguarding federal funds, they may be placed on Agency Review. Agency Review limits a recipient's access to funds by requiring that all payments must be requested, reviewed, and approved prior to their being released.

Award Recipient: The Award Recipient is the recipient's individual who is authorized to act for the applicant and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to grant applications or grant awards.

BLM: Bureau of Land Management may, also be referred to as Bureau.

CFR: Code of Federal Regulations.

DOI: Department of the Interior.

FFR: Federal Financial Report or Standard Form (SF) 425.

Financial Assistance Agreement: This grant or cooperative agreement. The term grant is defined as all Federal financial assistance that provides support or stimulation to accomplish a public purpose. Use of the term “grant” includes grants and/or cooperative agreements awarded by the Federal Government to eligible recipients.

Federal Award Date: The date when the Federal award is sign by the BLM Grants Management Officer

FY: Federal Fiscal Year which runs from October 1 through September 30 each year.

GMO: Grants Management Officer, the only individual in the BLM who is authorized to obligate funds, award, modify, and/or terminate assistance agreements.

GMS: Grants Management Specialist, the administrative individual authorized to prepare assistance agreement awards and modifications, but who cannot obligate funds, award, modify, and/or terminate the agreement.

Nomination: Means the Recipient’s proposal for SNPLMA funding. The term “nomination” is used synonymously and interchangeably with the term “project.”

NHPA: National Historic Preservation Act

NTE: Not-to-exceed amount, the maximum Federal funding amount available for reimbursement to the recipient.

OMB: The Office of Management and Budget. OMB leads development of government-wide policy to assure that grants are managed properly and that Federal dollars are spent in accordance with applicable laws and regulations. OMB Circulars that apply to this agreement may be found on the OMB Website, URL:

http://www.whitehouse.gov/omb/circulars_default/.
http://www.whitehouse.gov/omb/circulars_default/

PI: The BLM Project Inspector, the technical advisor assisting the BLM Program Officer in administering and monitoring the technical aspects of the agreement. The Project Inspector is not authorized to modify this agreement or obligate the Government in any way.

PO: The BLM Program Officer, appointed for the purposes of monitoring the technical aspects of the agreement. The PO will work closely with the RPM and is authorized to clarify technical requirements, and review and approve work which is clearly within the objectives specified in this agreement. The PO will review financial, performance, and youth employment reports, and review and recommend approval of payments to the GMO if a recipient is on Agency Review. The PO is not authorized to modify this agreement or obligate the Government in any way.

Recipient: The organization and/or individual named in Box 5. of the "Grant and Cooperative Agreement" cover sheet.

RPM: The recipient's Project or Program Manager, designated to direct the project or activity being supported by the agreement. The RPM is responsible and accountable to the recipient and BLM for the proper implementation of the project or activity.

SMART: Stands for the "SNPLMA Management and Reporting Tool." SMART is an online database accessible through www.blm.gov/snplma and is the required platform to complete the work plan, reimbursement requests (aka forecasting drawdowns to occur through ASAP), and all reporting requirements of the SNPLMA Implementation Agreement.

SNPLMA: The Southern Nevada Public Land Management Act of 1998 (SNPLMA), Public Law 105-263, as amended. SNPLMA authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in Clark, Lincoln, and White Pine Counties, and Carson City in Nevada (subject to limitations); development and implementation of multi-species habitat conservation plan in Clark County, Nevada; and development and implementation of comprehensive, cost-effective, multi-jurisdictional hazardous fuels reduction and wildfire prevention projects for the Lake Tahoe Basin, the Carson Range in Douglas and Washoe Counties and Carson City in Nevada, and the Spring Mountains in southern Nevada (subject to limitations).

SNPLMA Implementation Agreement: The SNPLMA Implementation Agreement is a document that contains the business rules necessary for the nomination, approval, implementation, modification, closeout, reporting, and compliance with all SNPLMA-funded

projects or nominations. The SNPLMA Implementation Agreement is accessible online through www.blm.gov/snplma.

13. FULL TEXT TERMS AND CONDITIONS

1. Department of Interior Conflict of Interest Term and Condition:

- a. The Recipient must establish safeguards to prohibit its employees and Subrecipients from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Recipient is responsible for notifying the Grants Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Recipient or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient and/or Recipient's employees and Sub-recipients in the matter.
- b. The Grants Officer and the servicing Ethics Counselor will determine if a conflict of interest exists. If a conflict of interest exists, the Grants Officer will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the Grants Officer in writing. Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award.
- c. Failure to make required disclosures may result in any of the remedies described in 2 CFR §200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).
- d. Definitions:
 - (1) Conflict of Interest is defined as any relationship or matter which might place the Recipient, its employees, and/or its Subrecipients in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient and/or Recipient's employees and Subrecipients in the matter.
 - (2) Close Personal Relationship means a Federal award program employee's childhood or other friend, sibling, or other family relations that may compromise or impair the fairness and impartiality of the Proposal Evaluator and Advisor and Grants Officer in the review, selection, award, and management of a financial assistance award.
 - (3) Discretionary Federal Financial Assistance means Federal awards including grants and agreements that are awarded at the discretion of the agency.
 - (4) Employment means:

- (a) In any capacity, even if otherwise permissible, by any applicant or potential applicant for a Federal financial assistance award;
- (b) Employment within the last 12 months with a different organization applying for some portion of the award's approved project activities and funding to complete them OR expected to apply for and to receive some portion of the award; and/or
- (c) Employment with a different organization of any member of the organization employee's household or a relative with whom the organization's employee has a close personal relationship who is applying for some portion of the award's approved project activities and funding to complete them OR expected to apply for and to receive some portion of the award.
- (d) Non-Federal entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal award as a Recipient or Subrecipient.
- (e) Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term Recipient does not include Subrecipients.
- (f) Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program but does not include an individual who is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

4. **MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (January 2015)**

- (a) Definitions. As used in this clause—
 - “United States” means the 50 states and the District of Columbia.
 - “Worker”—
 - (1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and
 - (i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),
 - (ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR Part 541,
 - (iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.
 - (2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).
 - (3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
- (b) Executive Order Minimum Wage rate.

- (1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.
- (2) The Contractor shall adjust the minimum wage paid, if necessary, beginning wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this contract.
- (3)
 - (i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subcontract costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance but will not otherwise include any amount for general and administrative costs, overhead, or profit.
 - (ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.
 - (iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.
- (4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- (5) A pay period under this clause may not be longer than semi-monthly but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.
- (6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR §10.23, Deductions.
- (7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.
- (8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or

municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

- (9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.
 - (10) The Contractor shall follow the policies and procedures in 29 CFR §10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.
- (c) (1) This clause applies to workers as defined in paragraph (a). As provided in that definition—
- (i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;
 - (ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and
 - (iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.
- (2) This clause does not apply to—
- (i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e., those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;
 - (ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—
 - (a) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a).
 - (b) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).
 - (c) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR Part 541).
 - (d) Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers

electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) Payroll Records.

(1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

- (i) Name, address, and social security number;
- (ii) The worker's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid;
- (iv) The number of daily and weekly hours worked by each worker;
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR §10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) Disputes. Department of Labor has set forth in 29 CFR §10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR Part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

- (i) Anti-retaliation. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause or has testified or is about to testify in any such proceeding.
- (j) Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.
- (k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

END OF AGREEMENT



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: August 20, 2020

Staff Contact: Dave Ruben

Agenda Title: For Possible Action: Discussion and possible action regarding authorization for the Carson City Fire Department ("CCFD") to apply for a grant in the amount of \$1,946,882 from the Round 18 Southern Nevada Public Land Management Act (SNPLMA) through the Bureau of Land Management-Carson City Westside Hazardous Fuels Reduction Project to fund CCFD's treatment of 850 acres to remove fuels in the wildland urban interface surrounding Carson City. (Dave Ruben, druben@carson.org)

Staff Summary: Through the Bureau of Land Management-Carson City Westside Hazardous Fuels Collection Project, CCFD will treat approximately 850 acres in the wildland urban interface surrounding Carson City over a six-year period. This treatment will reduce hazardous fuels along the west side of Carson City, which has a long history of wildfires. By reducing the fuels in these strategic locations, the potential impact of a wildfire will be greatly reduced.

Agenda Action: Formal Action / Motion

Time Requested: 10 minutes

Proposed Motion

I move to authorize CCFD to apply for the grant.

Board's Strategic Goal

Safety

Previous Action

November 17, 2016 - The Board authorized the acceptance of the Round 16 SNPLMA award of \$1,999,900.

Background/Issues & Analysis

A key component of both the National Cohesive Wildland Fire Management Strategy and the Nevada Wildland Fire Cohesive Strategy is management of wildland fuels. Every year, thousands of wildfires burn millions of acres, threatening neighborhoods, wildlife habitat, and watersheds. Using the Community Wildfire Protection Plan, CCFD identifies at risk areas. A part of CCFD's fire prevention and mitigation strategy is the removal of fuels at the wildland urban interface in order to decrease the threat of catastrophic wildland fire.

The approval and award of this grant will permit the CCFD to treat 850 acres in the wildland urban interface surrounding Carson City by cutting, piling, and burning 500 acres, and mechanically treating 350 acres over a period of six years. This treatment will reduce hazardous fuels along the west side of Carson City, which has a long history of wildfires. By reducing the fuels in strategic locations, the potential impact of a wildfire will be greatly reduced. The majority of areas within this project are within the threat zone around communities vulnerable to catastrophic loss in the event of a wildfire. As Carson City has grown over the years, residents are occupying land further and farther up the hills on the west side of town. This has created some inherent

hazards within these communities that include ingress/egress bottlenecks, slope restrictions, and extended response times. These factors increase the need and effectiveness of strategic fuel reduction projects. This project will drastically increase the sustainability of the ecosystems by returning the environment back to a more "natural" landscape in terms of density and species composition. This project also has the ability to significantly increase the vitality of critical mule deer winter range, which is fragmented as communities move farther into the hills.

There is no match required for the grant; however, CCFD anticipates providing an in-kind match of \$30,000.

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: 275 fund - Grant Number to be determined

Is it currently budgeted? No

Explanation of Fiscal Impact: If awarded, both revenues and expenses will be augmented by \$1,9446,882. There is no match required; however, CCFD anticipates providing an in-kind match of \$30,000.

Alternatives

Do not authorize CCFD to apply for the grant, which would remove the opportunity to receive funding for the project.

Attachments:

[SNPLMA 18 Fuels Reduction Map.pdf](#)

[FUELS Round 18 Budget.pdf](#)

[Round 18 Haz Fuels Nomination Package Requirements Final.pdf](#)

Board Action Taken:

Motion: _____

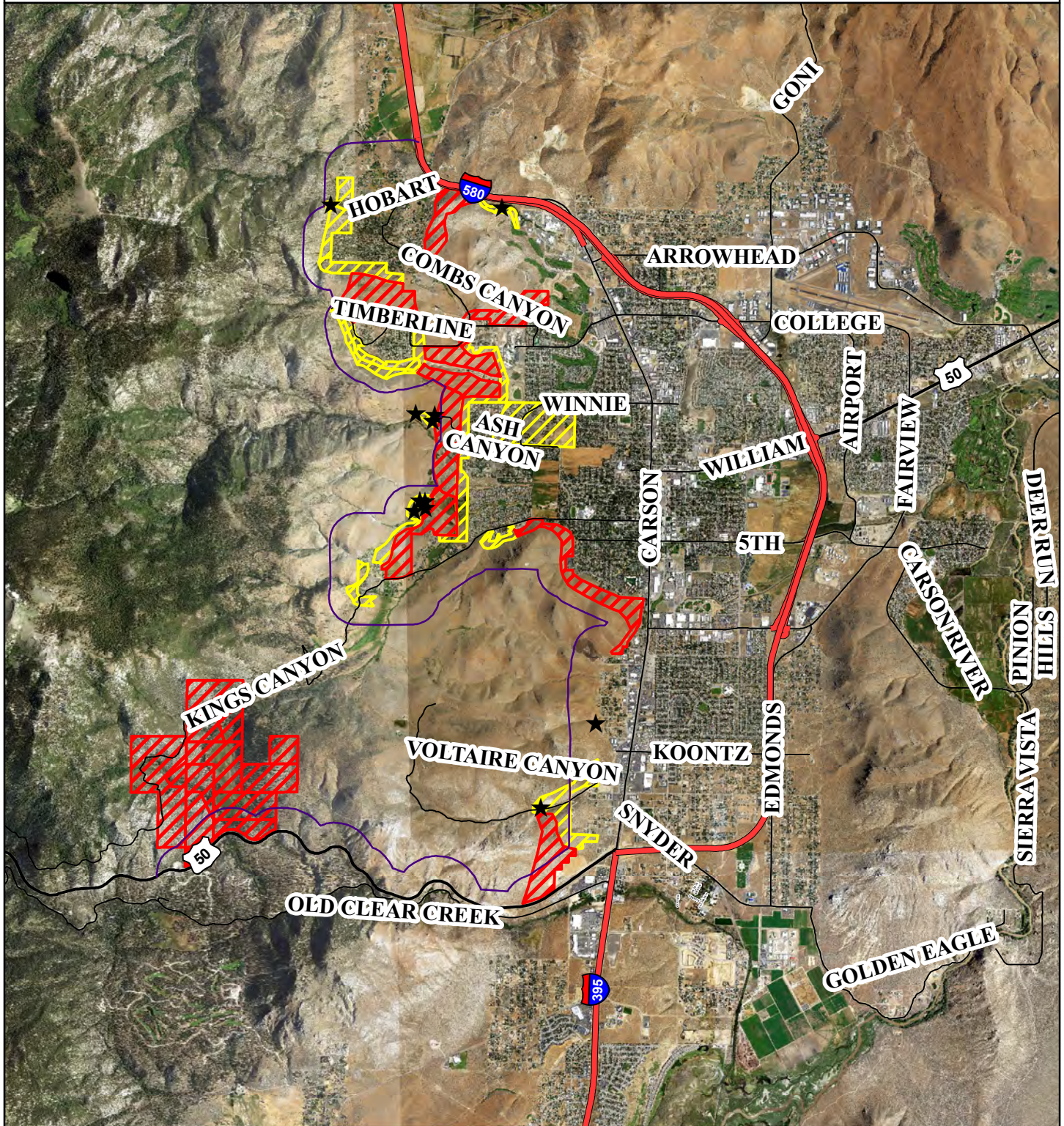
1) _____

2) _____





Aye/Nay

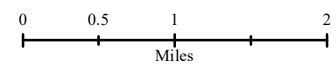
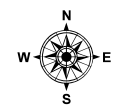
(Vote Recorded By)

Carson City Hazardous Fuels Reduction SNPLMA Round 18 Nomination



Legend

-  City Boundary
-  SNPLMA Rd 16 Funded Projects
-  SNPLMA Rd 18 Proposed Project Areas
-  Critical Infrastructure



Project Title: Carson City Westside Hazardous Fuels Reduction Project		
DETAILED COST ESTIMATE		
1. Planning and Environmental Assessment Costs		
Specialist Surveys/Reports	\$	5,000.00
NEPA	\$	-
	Subtotal	\$ 5,000.00
2. FWS Consultation - Endangered Species Act		
	Subtotal	\$ -
3. Direct Labor/Payroll to Perform the Project (use fully loaded labor rate)		
CCFD Fire Crew	\$	825,000.00
Wildland Fuels Management Officer	\$	688,882.00
	Subtotal	\$ 1,513,882.00
4. Project Equipment		
Item 1 (list equipment)	\$	-
	Subtotal	\$ -
5. Project Materials and Supplies		
Office Supplies	\$	1,000.00
Field Supplies	\$	7,000.00
Vehicle Equipment	\$	-
	Subtotal	\$ 8,000.00
6. Travel (airfare, car rental, per diem, etc)		
Travel 1 (include purpose)	\$	-
	Subtotal	\$ -
7. Official Vehicle Use		
Vehicle Use 1	\$	-
	Subtotal	\$ -
8. Required Training for Project Implementation (list purpose)		
Training 1	\$	-
	Subtotal	\$ -
9. Cost of Contracts and/or Agreements to Perform Project		
Mechanical Treatment Contractor	\$	420,000.00
CESU Cooperative Agreement:	\$	-
	Detailed Cost Estimate Subtotal	\$ 1,946,882.00
OTHER NECESSARY EXPENSES (APPENDIX B-11)		
10. Examples of Other Necessary Expenses (providing a breakdown of these costs is optional, however a		
ADMINISTRATION COSTS		
Budget Tracking/Accounting and Execution	\$	-
Allocation of Transferred Funds to the Region and to the Field*	\$	-
Preparation of OMB Reports Required in Association with Transferred Funds*	\$	-
Project Procurements and Contract Oversight (If any in addition to Direct Labor for the	\$	-
Preparing Transfer Requests*	\$	-
Transfer of Station cost (PCS) for Hiring Project Personnel	\$	-
Managing Allocation of Transferred Funds*	\$	-
Financial Audit Support	\$	-
Supervision and Oversight of SNPLMA-Funded Staff and/or Contractors	\$	-
Travel Administration for Required Project Travel	\$	-

Detailed Cost Estimate Other Necessary Expense Worksheet

Human Resource/Relations Tasks for SNPLMA-funded Personnel	\$	-
Preparing Quarterly Status Reports	\$	-
Tracking Project Activities, Expenses, IGOs, Task Orders (e.g., project database	\$	-
IT Services to Install Hardware/Wiring, Project-Required Software, and	\$	-
A percent of Project-Related Indirect Costs for Support Based on Staff Time Spent on	\$	-
PROJECT CONSTRUCTION, CONSULTATION AND MANAGEMENT		
Duties of Project Manager/Supervisor (If not already included on the Estimated	\$	-
Construction Trailers and Utilities	\$	-
Required Project Consultations (e.g., safety and fire; cultural and historic, ADA, etc.)	\$	-
Public Scoping and/or Meetings for Environmental Review, Project Design, etc. (Does	\$	-
Review of Contracted Surveys, Assessments, Designs/Drawings, Reports (If not already	\$	-
Construction Site Security	\$	-
Cell Phones, Cell Service, Radios for Project Personnel Primarily in the Field	\$	-
Required Cultural, Wildlife, Biological, and other Similar Surveys (If not already	\$	-
Interest Required to be Paid on Construction Contract Retention Amounts	\$	-
TEMPORARY OFFICE SPACE		
Lease Costs for New Temporary Space	\$	-
Design and Installation of Modifications to Meet Space Plan Needs	\$	-
Set Up Fees for Utilities (Gas, Electricity, etc.)	\$	-
Furniture and Fixtures	\$	-
Required Modifications to Meet Codes	\$	-
Computer Equipment (See section on equipment costs for limiting conditions)	\$	-
Installation Costs for Computer Networks, Telephone Service	\$	-
Other (describe)	\$	-
Other Necessary Expenses Subtotal	\$	-
GRAND TOTAL		
	\$	1,946,882.00
CASH/ IN-KIND CONTRIBUTIONS		
Carson Fire Dept. In-Kind	\$	30,000.00
Contributor 2	\$	-
Total	\$	30,000.00

SNPLMA Round 18

Nomination Package Requirements for Hazardous Fuels Reduction and Wildfire Prevention

The Round 18 Nomination Period is July 16, 2020, through September 14, 2020.

Please read all instructions and requirements carefully.

Nominations which do not fully comply with these instructions, requirements, and due dates will be deemed incomplete and will not be accepted.

The first four sections of this document include information on eligibility, limitations, and general formatting and submittal requirements for consideration when developing a nomination proposal. The fifth section contains Conservation Initiatives specific requirements and an *outline to use for writing* the nomination proposal.

I. ELIGIBILITY REQUIREMENTS

The Southern Nevada Public Land Management Act as amended, Section 4(e)(3)(ix) directs funding from the special account to be expended for:

“. . . development and implementation of comprehensive, cost-effective, multi-jurisdictional hazardous fuels reduction and wildfire prevention plans (including sustainable biomass and biofuels energy development and production activities) for the Lake Tahoe Basin (to be developed in conjunction with the Tahoe Regional Planning Agency), the Carson Range in Douglas and Washoe Counties and Carson City in the State, and the Spring Mountains in the State, that are: (I) subject to approval by the Secretary; and (II) not more than 10 years in duration..”

Hazardous fuels reduction and wildfire prevention (HFRWP) projects may include project level planning, fuels reduction treatment activities, biomass utilization, and biofuels energy development and production activities.

HFRWP projects may be nominated by entities that are specifically named in the three multijurisdictional plans, and/or are signatories to those plans for projects on lands in the Lake Tahoe Basin, the Carson Range in Douglas and Washoe Counties and Carson City in Nevada and the Spring Mountains in Nevada.

II. ROUND 18 NOMINATION LIMITATIONS AND DIRECTION

A. Nominations are limited to three (3) submissions per entity per category, with two exceptions:

- The Hazardous Fuels Reduction and Wildfire Prevention (Fuels) category in

which eligible entities are limited to three submissions per entity per legislative area (the Lake Tahoe Basin, the Carson Range in Douglas and Washoe Counties and Carson City, and the Spring Mountains in Nevada).

- In the Parks, Trails, and Natural Areas (PTNA) category, the Executive Committee may consider additional nominations from Clark County.
- B. Interagency projects (those with two or more participating entities) must identify a lead agency.
- The lead agency must be qualified under the Focus List rules within the project category.
 - An interagency project nomination will count as one of the lead agency's three nominations.
 - Other entities may participate in the interagency project even if otherwise unqualified within the category under the Focus List rules.
 - No more than three (3) interagency projects per category for which any participating agency does not otherwise qualify to receive funding will be included in the Round 18 final recommendation for funding to the Secretary of the Interior.
- C. Entities are to limit nominations to the best value option for a viable project. That is, nominated projects are to be cost effective while maintaining quality. In addition, nominating entities are to ensure that the projected cost estimates are as accurate as possible.
- D. Except where provided by the SNPLMA legislation relative to the Eastern Nevada Landscape Restoration Project (ENLRP) category, nominations may not identify non-eligible Federal agencies, organizations or other entities as proposed to receive project funds through contracts and/or agreements to implement or assist in implementing the project.
- E. The Executive Committee emphasized that the SNPLMA Strategic Plan is a guiding document for all nominations in Round 18. The Executive Committee has identified three values on which to focus SNPLMA implementation over the next five years: sustainability, connectivity, and community. These three values will be applied in ranking of project nominations. **Therefore, every nomination must explain how the three values is/are promoted by the project and, if so, in what way.** In drafting the explanations, consider the following guidance:
- Implementation of the SNPLMA Program will contribute to the three values by emphasizing projects that:
 - Restore and protect healthy and resilient landscapes that connect important habitats and protect the integrity of the human and biological communities;
 - Provide outdoor recreation opportunities that improve the quality of life for the public and encourage interaction with nature; and
 - Incorporate durability, relevancy, and shared support to ensure benefits in the near and long term.
 - The above areas of emphasis are addressed through two redefined Goals in the Strategic Plan:
 - Goal 1: Sustain the quality of the outdoor environment by conserving, preserving, and restoring natural and cultural resources.

- Goal 2: Improve the quality of life for all publics in urban and rural communities by enhancing recreational opportunities that connect people with the outdoor environment.
- F. In addition to any maps that may be required under category-specific guidance, nominations are to include a map that supports the proposed benefits of the project relative to the Strategic Plan values of sustainability, connectivity, or community. For example, an Environmentally Sensitive Land Acquisition (Land Acquisition) claiming contribution to opening or maintaining access to a migratory corridor would include a map showing the location of the migratory corridor in relation to the nominated lands. ENLRP or Fuels projects would include a map showing other similar projects completed, planned, or underway in the same general area as a way of demonstrating connectivity of the projects over the landscape.

III. GENERAL FORMATTING AND SUBMITTAL REQUIREMENTS

- A. **Nomination period duration is 60 days, beginning Thursday July 16, 2020 and ending Monday September 14, 2020.** Nomination packages must be received by close of business, 4:30 p.m. Pacific Time on Monday September 14, 2020. Late submissions cannot be considered.
- B. All **Hazardous Fuels Reduction and Wildfire Prevention** nomination packages are to be submitted to:

Robert Taylor
 Program Manager
 Bureau of Land Management
 SNPLMA Division
 4701 N. Torrey Pines Dr.
 Las Vegas, NV 89130

Submit electronic nomination to:

r50taylo@blm.gov

- C. Submit one hard copy and one electronic copy of the nomination on a thumb drive. Text should be created in Microsoft® Word '97 (MS Word) or higher with a 1" margin on all sides in 12-point font size, printed single sided on 8-1/2" X 11" paper, including maps. The summary cost estimate and detailed cost estimates must be in Microsoft® Excel (Excel) format and provided on the same jump drive. The electronic version must match the hard copy version. Hard copies should be clipped, not stapled, hole-punched or bound.
- D. All images should be integrated into the MS Word document to create a single electronic document. Photographs should be grouped together, two per page, at the end of the document, rather than scattered throughout the text. Photographs and maps must be in .jpeg format and support letters should be in .pdf format. All pictures, maps, and letters should be included as separate files on the thumb drive and in their original format.
- E. All nomination packages, including the thumb drives, become the property of the BLM Southern Nevada District Division of SNPLMA Acquisition, Improvement and Conservation Programs (SNPLMA Division) and will not be returned.

- F. All instructions, requirements and due dates must be met for the nomination to be accepted. However, time permitting after the nomination due date, nominators will be notified if their nomination package is incomplete or otherwise does not meet the requirements and allowed additional time to provide missing or updated information. If missing information as identified and requested by the SNPLMA Program Manager is not received by the date requested, the nomination will not be accepted and will not be forwarded for consideration.
- G. Nomination package requirements for each category, which include the ranking criteria, can be found on the SNPLMA website at: <https://www.blm.gov/snplma> by clicking on “Round 18 Nomination Period.”

IV. ROUND 18 NOMINATION CONTENT REQUIREMENTS -- ALL CATEGORIES

- A. A cover page including the following:
 - 1. The submitting entity’s name and logo.
 - 2. The SNPLMA round and category.
 - 3. A brief project title which reflects and captures the nomination content.
 - 4. The amount requested.
 - 5. The project timeframe in years and months. Standard timeframes approved by the Executive Committee are: Land Acquisitions = 3 years; ENLRP = 4 years; Parks, Trails, and Natural Areas (PTNA), Capital Improvements, Multi-Species Habitat Plan (MSHCP), and Conservation Initiatives = 5 years; Fuels = 6 years. If the nomination proposes a longer timeframe than the standard for the category, the nomination must fully justify the scope and time required as opposed to scoping the project to be completed within the standard timeframe.
Do not indicate definitive dates in your application, as delays in processing funding instruments can affect your ability to initiate projects.
 - 6. A contact person/project manager with phone and e-mail.
 - 7. Latitude and longitude location reference point for purposes of locating the project area on a map on the SNPLMA website, using decimal degrees format (e.g. 36.879167° / -112.202778°).
- B. Nominations must clearly describe the relationship of the nominated project to previous phases and anticipated future phases, if any. Provide the estimated total cost of all phases of the project; confirm that the current nomination will result in a stand-alone, viable project and acknowledge that there is no guarantee or expectation of funding for future phases. The project title may only include the term “phase” when the project is a direct phase of a previously approved SNPLMA project, or if the project is the first phase of a series of stand-alone future nomination phases.
- C. Nominations are to address whether or not there will be contributed funds directly applicable to completion of the project within the timeframe and scope of the proposed project. Funds from other sources to complete work prior to the project or for post-completion activities such as operations and maintenance or later enhancements are not considered contributed funds.
 - 1. If either an in-kind or cash contribution is identified, a written commitment must be documented on official letterhead or stationery of the contributor and submitted as part of the nomination. In addition, the estimated costs on the Estimated Necessary Expense worksheet should reflect the amount of the contribution in the space

provided at the bottom of the form. Do not include the amount of contributed funds in the amount requested for the project.

2. In-kind contributions include volunteer labor, professional services, or contributed material and equipment. Project nominations that identify in-kind contributions must submit a breakdown of the valuation of these contributions. The breakdown of these contributions may include:
 - (1) Volunteer labor valuations should be computed at the rate used by the Department of the Interior, which is currently \$25.43 per hour;
 - (2) Salaried employees' actual hourly rates plus the value of any fringe benefits received;
 - (3) Actual costs for material, equipment, and supplies.

Agency/entity overhead costs may not be included in determining in-kind contributions.

D. **Nominations in all categories must contain a specific statement of the purpose of the project - that is a "Purpose Statement."** The purpose statement must be clear and specific following a "who, what, where, why" format that identifies:

- The eligible agency/entity that will carry out the project.
- The action to be taken (e.g., construction of a facility, park, or trail; refurbish picnic area "A;" restoration of a historic structure; excavation of a cultural site; acquisition of land; protection of paleontological resources; conduct environmental awareness training for educators; etc.).
- The physical location where the project will be carried out. The statement must identify the specific facility, physical plant, or other physical location within a specified area managed by the agency/entity ("management area") where the project will be carried out. Except for PTNA and Capital Improvements which may identify only one location, the nature of the category may result in the identification of multiple locations within a project area (e.g., a Conservation Initiative to monitor habitat for a given species at the two locations where it exists in Clark County; a Fuels project that covers multiple locations of invasive species within an identified project area, etc.).
- The outcome of the project (e.g., to improve visitor safety, to protect specified natural resources, to improve access).

E. Following the purpose statement, the nomination must then include the project deliverables as defined below. The purpose statement along with the deliverables identified to accomplish the purpose will be used to determine project completion and acceptability of future scope change requests. There are three categories of deliverables described below:

1. **Primary Deliverables: Primary deliverables are those that must be completed at a minimum in order to complete the project and accomplish the purpose.**

Identify the size, quantity, anticipated site and configuration, and whether or not those elements are contingent upon the final results of design, planning, cost estimates, public scoping or other studies, analyses, or reports.

♦ Examples:

- Reconstruction of recreation facility "A" to be compliant with federal and agency accessibility standards and/or restoration of habitat to proper function condition;

- Acquire title to Property “C,” approximately 250 acres with riparian habitat and wetlands of +/- 100 acres;
- Construct a non-motorized trail approximately 6 feet wide from point X to point Y.

2. **Anticipated Deliverables:** Anticipated deliverables are those that are desirable and beneficial, but not minimally necessary to completion of the proposed project and project purpose. Their inclusion will be based on the results of final planning, design, cost estimates, public scoping, or other studies, analyses, or reports. The cost estimate for the project should include the cost of completing anticipated deliverables that are likely to be included unless the results of such studies, analyses, or reports determine that they should not be developed. (See the first two examples below.)

The cost estimate should not include the cost of those anticipated deliverables that are planned for inclusion in the project only if sufficient funds remain after completing the primary deliverables. This is to avoid inflating project funding requests over the best-value option to address the cost of components/elements that are not necessary to completion of the project and project purpose. (See the third example below.)

♦ Examples:

- Reconstruction, upgrade or construct picnic facilities, with appropriate amenities in area “A” pending public scoping, the final environmental assessment and planning and design of facilities;
- Acquire water rights if available for Property “C” pending review of a water rights ownership report and determination of the quantity that can be put to beneficial use;
- Include lighting along the trail from point X to point Y if final cost estimates for construction allow inclusion within the amount requested to complete the project.

3. **Standard Deliverables:** Standard deliverables are those actions/activities that are generally accepted by the agency/entity, and/or by industry standards as necessary to complete the aforementioned Primary and Anticipated deliverables. Standard deliverables can be identified in the project work plan rather than in the nomination, but the cost of completing the standard deliverables must be reflected in the project cost estimate.

♦ Examples:

Deliverables which are typically addressed in the detailed cost estimate but not always identified as deliverables in the nomination that would be standard deliverables are:

- NEPA for a land acquisition (vs. NEPA that is a primary deliverable for other types of projects);
- Appraisal to determine market value of rights in land to be acquired;
- Boundary survey to determine acreage; and
- Surveys for trail construction.

Other examples that may not be line items in budget estimates or identified in the nomination but that must be completed to accomplish the Primary or Anticipated

Deliverables and therefore would be defined as tasks are:

- Public scoping;
- Developing scopes of work for contracts;
- Writing a request for bids;
- Submitting and obtaining management approval of project documents;
- Submittal for review and approval by agency management; and
- A specialist's review of project documents.

- F. Nominations in all categories should identify all relevant SNPLMA Performance Measures with a minimum of one. (For a copy of the Performance Measures access the SNPLMA website at <https://www.blm.gov/snplma> and click on the link for "Round 18 Nomination Period"). To meet this requirement, the nomination must describe accomplishments in the form of "outcomes and outputs" that are linked to specific Performance Measures. Use the following as an example:

Outcome: Increase visitor awareness and appreciation for the Mojave Desert through educational programs and products. Achieving the following outputs will accomplish this outcome:

- Output (Primary or Anticipated Deliverable): Conduct 15 education programs for teachers and students in Clark County. The SNPLMA Performance Measures include:
 - Performance Measure O7 – Number of Interpretive or Education Presentations Given and/or Community Events Participated in or Hosted (each presentation is reported as one unit).
 - Performance Measure O5 – Number of Outreach Contacts Made (each individual reached is reported as one unit).
 - Output (Primary or Anticipated Deliverable): Update 5 visitor center static displays by replacing/upgrading them with multi-media interactive displays. The SNPLMA Performance Measure is:
 - Performance Measure O6 – Number of New Interpretive or Education Publications/Signs/Kiosks/Displays/etc. Produced (each item produced is reported as one unit).
- G. Identify the level of readiness for the project in terms of existing SNPLMA projects and their progress/status, staffing, resources, NEPA, initial planning, inter-agency coordination, SHPO consultation, identification of funding and responsibility for operations and maintenance once completed, etc. that will allow your agency/entity to request funds and begin implementing the project within one year of special account funds notice. The Executive Committee may look favorably at projects that are most prepared to begin implementation.
- H. **ALL PARTNERS - Compliance with Departmental/Agency Priorities and Strategic Goals:** Nominations must describe which of the following Departmental/Agency Priorities and Strategic Goals the nomination meets, what will be done, and how the nominated project will achieve the Priority and Strategic Goal.

1. Department of the Interior Priorities:

- a) Create a conservation stewardship legacy second only to Teddy Roosevelt.
- b) Sustainably develop our energy and natural resources.
- c) Restore trust and be a good neighbor.
- d) Ensure the tribal sovereignty means something.
- e) Increase revenues to support the Department and national interests.
- f) Protect our people and the border.
- g) Strike a regulatory balance.
- h) Modernize our infrastructure.
- i) Reorganize the Department for the next 100 years.
- j) Achieve our goals and lead our team forward.

2. U.S. Forest Service Priorities:

- a) Uplifting and empowering our employees through a respectful, safe working environment.
- b) Being good neighbors and providing excellent customer service.
- c) Promoting shared stewardship by increasing partnerships and volunteerism.
- d) Improving the condition of forests and grasslands.
- e) Enhancing recreation opportunities, improving access, and sustain infrastructure.

3. Other Departmental/Agency Priorities and Strategic Goals: Describe any other departmental/agency priorities and/or strategic goals that apply to the nomination and are not listed above.

I. ALL PARTNERS – Consistency with Executive Orders (EO) and Secretarial Orders (SO): The proposed project must comply with the purpose of the following EO and SOs, where appropriate. Identify applicable EO and/or SO and provide detailed information of how the proposed project meets the purpose of the EO and/or SO:

1. EO No. 13855 Promoting Active Management of America’s Forests, Range Lands to Improve Conditions and Reduce Wildfire Risk

It is the policy of the United States to protect people, communities, and watersheds, and to promote healthy and resilient forests, rangelands, and other Federal lands by actively managing them through partnerships with States, tribes, communities, non-profit organizations, and the private sector. The Secretaries of Interior and Agriculture each shall implement the following policies in their respective departments:

- 1. Shared Management Priorities. The goal of Federal fire management policy for forests, rangelands, and other Federal lands shall be to agree on a set of shared priorities with Federal land managers, States, tribes, and other landowners to manage fire risk across landscapes.
- 2. Coordinating Federal, State, Tribal, and Local Assets. Wildfire prevention and suppression and post-wildfire restoration require a variety of assets and skills across landscapes. Federal, State, tribal, and local governments should coordinate the deployment of appropriate assets and skills to restore our landscapes and communities after damage caused by fires and to help reduce hazardous fuels

through active forest management in order to protect communities, critical infrastructure, and natural and cultural resources

3. Removing Hazardous Fuels, Increasing Active Management, and Supporting Rural Economies. Post-fire assessments show that reducing vegetation through hazardous fuel management and strategic forest health treatments is effective in reducing wildfire severity and loss. Actions must be taken across landscapes to prioritize treatments in order to enhance fuel reduction and forest-restoration projects that protect life and property, and to benefit rural economies through encouraging utilization of the by-products of forest restoration

DOI AND USDA FS shall:

- Reduce fuel loads
- Protect water quality and mitigate severe flooding and erosion for forest fires.
- Increase forest health treatments
- Implement road maintenance to provide access for emergency service/restoration work

The Secretaries shall also refine and develop performance metrics to better capture the risk reduction benefits achieved through application of these management tools.

2. SO No. 3347: Conservation Stewardship and Outdoor Recreation

The Department of the Interior is entrusted with overseeing Federal lands for the benefit of current and future generations. This includes advancing conservation stewardship and increasing outdoor recreation opportunities, including hunting and fishing, for all Americans. The purpose of this Order is to enhance conservation stewardship, increase outdoor recreation, and improve the management of game species and their habitat.

3. SO No. 3356: Hunting, Fishing, Recreational Shooting, and Wildlife Conservation Opportunities and Coordination with States, Tribes and Territories

This Order continues the Department of the Interior's efforts to enhance conservation stewardship; increase outdoor recreation opportunities for all Americans, including opportunities to hunt and fish; and improve the management of game species and their habitats for this generation and beyond. It directs several components of the Department to assess past and ongoing implementation of the recommendations set forth in Executive Order 13443, "Facilitation of Hunting Heritage and Wildlife Conservation," to inform how best to enhance and expand public access to lands and waters administered by the Department – lands and waters owned by all Americans – for hunting, fishing, recreational shooting, and other forms of outdoor recreation. In addition, this Order gives greater priority to recruiting and retaining sportsmen and women conservationists, with an emphasis on engaging youth, veterans, minorities, and underserved communities that traditionally have low participation in outdoor recreation activities. Finally, this Order directs greater collaboration with state, tribes, and territorial partners.

4. SO No. 3362: Improving Habitat Quality in Western Big-Game Winter Range and Migration Corridors

This Order directs appropriate bureaus within the Department of the Interior (Department) to work in close partnership with the States of Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming to enhance and improve the quality of big-game winter range and migration corridor habitat on Federal lands under the management jurisdiction of this Department in a way that recognizes state authority to conserve and manage big-game species and respects private property rights. Through scientific endeavors and land management actions, wildlife such as Rocky Mountain Elk (elk), Mule Deer (deer), Pronghorn Antelope (pronghorn), and a host of other species will benefit. Additionally, this Order seeks to expand opportunities for big-game hunting by improving priority habitats to assist states in their efforts to increase and maintain sustainable big game populations across western states.

5. SO No. 3366: Increasing Recreational Opportunities on Lands and Waters Managed by the U.S. Department of the Interior

The purpose of this Order is to ensure public lands and waters under the management and administration of the U.S. Department of the Interior are open and accessible for recreational pursuits by all Americans and visitors to the United States.

6. SO No. 3370: Conservation Stewardship and Increasing Public Access to Urban National Wildlife Refuges

This Order directs the U.S. Fish and Wildlife Service (FWS) and other appropriate Bureaus within DOI to carry out the Secretary's priorities, including: restoring trust in the stewardship legacy second only to that of President Theodore Roosevelt, Jr.; and encouraging and assisting Americans, particularly those who live in urban areas, to experience the outdoors within their local communities. Urban National Wildlife Refuge are units of the National Wildlife Refuge System that have a population center of at least 250,000 people within 25 miles of their boundaries. The FWS established the Urban Wildlife Conservation Program to inspire Americans to connect with nature and the outdoors to become stewards of the environment and empower local organizations, cities, and towns across the country to support innovative, community-based conservation.

7. SO No. 3372: Reducing Wildfire Risks on Department of the Interior Land Through Active Management

The Purpose of this Order is intended to enhance the Department of the Interior's management of Federal lands to: (1) better protect people, communities, wildlife habitat, and watersheds by actively managing lands to reduce the risk of catastrophic wildfire; and (2) promote the sustainable recovery of damaged lands. Further, it is intended to ensure that the American people receive the maximum benefits from new and existing regulatory mechanisms designed to reduce the impacts of catastrophic wildfire.

8. SO No. 3373 Evaluating Public Access in Bureau of Land Management Public Land Disposals and Exchanges

This Order ensures that recreational public access is an important value now and into the future as the Bureau of Land Management (BLM) makes decisions

involving the disposal or exchange of lands. Public access for purposes of this Order should be construed broadly as publicly available access to Federal or State lands. This Order will ensure that by early assessment of proposed BLM disposals, access for hunting, fishing, and other outdoor recreation will be an important consideration and that the accessibility of Federal land and waters managed by the Department is a consideration of any disposal or exchange of land and interests in lands, consistent with applicable law.

9. SO No. 3374 Implementation of the John D. Dingell, Jr. Conservation, Management and Recreation Act

This Order establishes a Departmental task force to facilitate and prioritize the Department of the Interior's (Department) timely implementation of the John D. Dingell, Jr. Conservation, Management, and Recreation Act. It also clarifies Departmental roles and responsibilities to accomplish this goal.

10. SO No. 3376 Increasing Recreational Opportunities through the use of Electric Bikes

This Order is intended to increase recreational opportunities for all Americans, especially those with physical limitations, and to encourage the enjoyment of lands and waters managed by the Department of the Interior. This Order simplifies and unifies regulation of electric bicycles (e-bikes) on Federal lands managed by the Department of the Interior and also decreases regulatory burden.

11. Other Secretarial Order(s) and Directive(s): Describe any other Secretarial Order(s) and Directive(s) that apply to the nomination and are not listed above.

NOTE: The Partners Working Group and the Executive Committee will be provided with SNPLMA database information on past performance, projects of concern, and the Focus list which will be factored into decisions for funding recommendations.

V. HAZARDOUS FUELS REDUCTION AND WILDFIRE PREVENTION CATEGORY SPECIFIC REQUIREMENTS

- B. Interagency nomination packages are to be coordinated between the participating agencies. A lead agency must be identified and all participating agencies must be included on the cover page. (*Note: Interagency nominations are all projects involving more than one implementing Federal agency regardless of SNAP affiliation.*)
- C. Interagency nomination packages require letters or statements of support from all participating agencies.
- D. Include the proposed project budget. For interagency projects include a breakdown of the amounts to be allocated to each participating agency. Nominations must include a completed Estimated Necessary Expenses worksheet (attachment 1) and a completed Detailed Cost Estimate worksheet which covers expenses over the life of the project (attachment 2).

- E. A map printed on 8 ½” x 11” paper depicting the location of the nomination, if applicable. If the nomination has numerous project sites in a wide area of operations (NRA, NCA, Wilderness Area, Refuge, etc.), submit a single map, if possible, with sufficient detail to identify the project location(s).
- F. Identify the Congressional District Number(s) in which the project is located. A map of congressional districts can be found here (site does not display properly with Internet Explorer): <https://www.govtrack.us/congress/members/NV>.
- G. Narrative addressing the following:
1. Background information and need for the project.
 2. A description of the project implementation process.
 1. Must include discussion on the methods and techniques the agency(ies) plan to use to disseminate the results of the proposed project including survey results, educational and research formats, data, processes, etc., to other Federal and non-Federal entities within Nevada and elsewhere.
 3. How the project meets each of the SNPLMA Conservation Initiatives ranking criteria and factors (attachment 3).
- H. ***Outline to Use for Writing the Nomination Proposal:*** Nomination Packages for Conservation Initiatives should follow the format outlined below to ensure that they meet all requirements, general and category specific. Refer to the previous sections for more detail.
1. Cover page (section V.A.)
 2. Purpose statement (section IV.D.)
 1. Who is the responsible/lead agency and partner agencies (if any)?
 2. What will be accomplished and how will completion be determined?
 3. Where the project/work is located?
 4. When will the project be initiated and how will we know it is complete?
 3. Background information and need for the project (V.F.i.)
 1. Explain how project addresses the three Executive Committee values (section II D.):
 - a. sustainability,
 - b. connectivity, and
 - c. community
 4. Project timeframe in years and months (section IV.A.)
 5. Location of the project, including required maps (section IV.A.vii, IV.D., V.D.)
 6. Project deliverables (section IV.E.)
 1. Primary
 2. Anticipated
 3. Standard
 7. Relevant performance measures (section IV.H.)
 8. A description of the project implementation process (section V.F.ii.)
 9. Level of readiness for project implementation (section IV.I.)
 10. Relationship to previous phases and anticipated future phases (section IV.B.) *Each phase must be a completed project with clearly defined*

deliverables.

11. Proposed project budget (section V.C.)
 1. If this is a phased project, what is the cost of this phase and the total cost of all phases?
 2. Identify non-SNPLMA sources of funding or in-kind contributions (section IV.C.)
 - a. *Attach supporting commitment letter on agency/entity letterhead*
 3. Discuss how the proposal represents the best value option for a viable project (section II.C.)
12. Conservation Initiatives Ranking Criteria (section V.F.iii.)
13. Letters or statements of support (sections III.D. and V.B.)

ATTACHMENT A

Executive Orders, Secretarial Orders, DOI Priorities, and U.S. Forest Service Priorities (PDF document available for download on www.blm.gov/snplma/Round 18 Nomination Period

ATTACHMENT B

Round 18 Hazardous Fuels and Wildfire Prevention Ranking criteria

HAZARDOUS FUELS AND WILDFIRE PREVENTION RANKING CRITERIA

Four criteria will be used by the subgroup to evaluate, score and rank nominations in this category. Planning projects are evaluated on the anticipated results and methodology of the resultant project. The subgroup reserves the right to elevate the top ranking project from each geographic area in its recommendation. The total points available for each criteria is shown to the right of the criteria. The factors used to score the criteria are listed below it with the points available for each factor. The factor scores are cumulative to make up the total points available for each criteria. Unless otherwise indicated in the factor, score each factor on a sliding scale.

1. Improves the community within and/or adjacent to the project area.	Points = 25
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Factors:

A. Addresses immediate public health and safety and community infrastructure.	
1. Project is within the Defense Zone, generally an area within 0.25 mile of life and property, as depicted by the most current Wildland Urban Interface (WUI) map in the applicable plan.	15
2. Project is within the Threat Zone, generally an area between 0.25 mile and 1.50 miles of life and property, as depicted by the most current WUI map in the applicable plan.	10
3. Project is within the general forest or other lands beyond the WUI (generally greater than 1.5 miles from life and property), as depicted by the most current map in the applicable plan.	5
B. Promotes protection of source water (rivers and lakes) or municipal watersheds.	5
C. Project includes education and outreach to the community on Living with Fire or Fire Adapted Communities and/or the importance of fuels reduction on federal, state, and local government land.	5

Select the most appropriate Factor (A1, A2, A3) and award all points indicated. Score Factors B and C on a sliding scale.

2. Improves the connection of fuels reduction activities and wildlife habitat.	Points = 30
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Factors:

A. Project connects previously treated areas to create or increase contiguous blocks of treated land.	10
B. Project protects or enhances wildlife habitat and/or resilient vegetative communities.	10
C. Project enhances the effectiveness of other treatments in progress or complete.	10

3. Improves sustainability of the multijurisdictional 10-year plans, environment, and financial resources.	Points = 25
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Factors:

A. The project will:	
1. Improve the sustainability of the forest health and ecosystem function (e.g. stand density, desired species mix and age, tree health, etc.)	8
2. Improve habitat for sensitive species and Threatened and Endangered species. Includes mitigation and/or minimization measures when treatment in sensitive habitat is unavoidable.	7
3. Include broadcast prescribed fire for resource management objectives for sustainable landscapes.	5
B. The method of treatment is fiscally responsible for the project area by balancing resource objectives, values at risk, and cost per acre factors or cost-benefit analysis.	5

4. Demonstrates sound project management and quality control measures	Points = 20
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Factors:

A. Project goals and implementation processes are clear, measurable, achievable, and demonstrable.	5
B. Project proponent has the capacity to implement this project in a timely manner (contractor and staff availability, no backlog of current projects, etc.) and within budget.	5
C. Is a phase or related component to a previously funded project.	5
D. Has identified committed non-SNPLMA sources of funding or in-kind contribution in the development and/or implementation of the project.	5

Total Possible Points	100
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Departmental/Agency Orders, Goals, Directives, Priorities and Goals: Nominating entities do not respond to the following criteria. These criteria will be answered Yes, No, or NA by the Subgroup for ranking purposes.

<p>5. ADVANCES THE AGENCY/ENTITY PRIORITIES/GOALS The proposed project specifically identifies what and how the nomination/project meets the priorities and strategic goals for their respective agency.</p> <p>(This is scored as Yes, No, or NA. Nominations that have not adequately described what priorities and strategic goals they will meet and how they will meet the priorities and strategic goals will not be recommended for funding)</p>	<p>Points = XX</p> <p>(max possible points NA)</p>
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Factors:

<p>A. Meets one or more of the Department of the Interior Priorities below:</p> <ol style="list-style-type: none"> 1. Create a conservation stewardship legacy second only to Teddy Roosevelt. 2. Sustainably develop our energy and natural resources. 3. Restore trust and be a good neighbor. 4. Ensure that tribal sovereignty means something 5. Increase revenues to support the Department and national interests. 6. Protect our people and the border. 7. Strike a regulatory balance. 8. Modernize our infrastructure 9. Reorganize the Department for the next 100 years. 10. Achieve our goals and lead our team forward. 	<p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p> <p><input type="checkbox"/> NA</p>
<p>B. Meets one or more of the U.S. Forest Service priorities below:</p> <ol style="list-style-type: none"> 1. Uplifting and empowering our employees through a respectful, safe working environment. 2. Being good neighbors and providing excellent customer service. 3. Promoting shared stewardship by increasing partnerships and volunteerism. 4. Improving the condition of forests and grasslands. 5. Enhancing recreation opportunities, improving access, and sustain infrastructure. 	<p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p> <p><input type="checkbox"/> NA</p>

<p>6. CONSISTENCY WITH EXECUTIVE (EO) AND SECRETARIAL ORDERS (SO) The proposed project specifically identifies what and how the nomination/project meets the EO and/or SOs.</p> <p>(This is scored as Yes or No. Nominations that have not adequately described how the nomination complies with the EO and/or SOs will not be recommended for funding)</p>	<p>Points = XX</p> <p>(max possible points NA)</p>
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Factors:

<p>EO No. 13855 Promoting Active Management of America’s Forests, Range Lands to Improve Conditions and Reduce Wildfire Risk</p> <p>It is the policy of the United States to protect people, communities, and watersheds, and to promote healthy and resilient forests, rangelands, and other Federal lands by actively managing them through partnerships with States, tribes, communities, non-profit organizations, and the private sector. The Secretaries of Interior and Agriculture each shall implement the following policies in their respective departments:</p> <ol style="list-style-type: none"> 4. Shared Management Priorities. The goal of Federal fire management policy for forests, rangelands, and other Federal lands shall be to agree on a set of shared priorities with Federal land managers, States, tribes, and other landowners to manage fire risk across landscapes. 5. Coordinating Federal, State, Tribal, and Local Assets. Wildfire prevention and suppression and post-wildfire restoration require a variety of assets and skills across landscapes. Federal, State, tribal, and local governments should coordinate the deployment of appropriate assets and skills to restore our landscapes and communities after damage caused by fires and to help reduce hazardous fuels through active forest management in order to protect communities, critical infrastructure, and natural and cultural resources 6. Removing Hazardous Fuels, Increasing Active Management, and Supporting Rural Economies. Post-fire assessments show that reducing vegetation through hazardous fuel management and strategic forest health treatments is effective in reducing wildfire severity and loss. Actions must be taken across landscapes to prioritize treatments in order to enhance fuel reduction and forest-restoration projects that protect life and property, and to benefit rural economies through encouraging utilization of the by-products of forest restoration <p>DOI AND USDA FS shall:</p> <ul style="list-style-type: none"> • Reduce fuel loads • Protect water quality and mitigate severe flooding and erosion for forest fires. • Increase forest health treatments • Implement road maintenance to provide access for emergency service/restoration work <p>The Secretaries shall also refine and develop performance metrics to better capture the risk reduction benefits achieved through application of these management tools.</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA
<p>SO No. 3347: Conservation Stewardship and Outdoor Recreation</p> <p>The Department of the Interior is entrusted with overseeing Federal Lands for the benefit of current and future generations. This includes advancing conservation stewardship and increasing outdoor recreation opportunities, including hunting and fishing, for all Americans. The purpose of this Order is to enhance conservation stewardship, increase outdoor recreation, and improve the management of game species and their habitat.</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA

<p>SO No. 3356: Hunting, Fishing, Recreational Shooting, and Wildlife Conservation Opportunities and Coordination with States, Tribes and Territories</p> <p>This Order continues the Department of the Interior’s efforts to enhance conservation stewardship; increase outdoor recreation opportunities for all Americans, including opportunities to hunt and fish; and improve the management of game species and their habitats for this generation and beyond. It directs the Department to assess past and ongoing implementation of the recommendations set forth in Executive Order 13443, “Facilitation of Hunting Heritage and Wildlife Conservation,” to inform how best to enhance and expand public access to lands and waters administered by the Department – lands and waters owned by all Americans – for hunting, fishing, recreational shooting, and other forms of outdoor recreation. In addition, this Order gives greater priority to recruiting and retaining sportsmen and women conservationists, with an emphasis on engaging youth, veterans, minorities, and underserved communities that traditionally have low participation in outdoor recreation activities. Finally, this Order directs greater collaboration with state, tribes, and territorial partners.</p>	<p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p> <p><input type="checkbox"/> NA</p>
<p>SO No. 3362: Improving Habitat Quality in Western Big-Game Winter Range and Migration Corridors</p> <p>This Order directs appropriate bureaus within the Department of the Interior (Department) to work in close partnership with the States of Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming to enhance and improve the quality of big-game winter range and migration corridor habitat on Federal lands under the management jurisdiction of this Department in a way that recognizes state authority to conserve and manage big-game species and respects private property rights. Through scientific endeavors and land management actions, wildlife such as Rocky Mountain Elk (elk), Mule Deer (deer), Pronghorn Antelope (pronghorn), and a host of other species will benefit. Additionally, this Order seeks to expand opportunities for big-game hunting by improving priority habitats to assist states in their efforts to increase and maintain sustainable big game populations across western states.</p>	<p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p> <p><input type="checkbox"/> NA</p>
<p>SO No. 3366: Increasing Recreational Opportunities on Lands and Waters Managed by the U.S. Department of the Interior</p> <p>The purpose of this Order is to ensure public lands and waters under the management and administration of the U.S. Department of the Interior are open and accessible for recreational pursuits by all Americans and visitors to the United States.</p>	<p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p> <p><input type="checkbox"/> NA</p>

<p>SO No. 3370 Improving Conservation Stewardship and Increasing Public Access to Urban National Wildlife Refuges</p> <p>The Department of the Interior (DOI) is highlighting Urban National Wildlife Refuges and conservation stewardship on public lands and waters under its jurisdiction. This Order directs the U.S. Fish and Wildlife Service (FWS) and other appropriate Bureaus within DOI to carry out the Secretary's priorities by increasing access and providing safe, welcoming, and inclusive environments for outdoor recreational opportunities focused on encouraging all Americans and visitors to the United States to visit and participate in activities on the more than 100 urban national wildlife refuges through actions that support wildlife conservation and SOs 3347, 3356, and 3366.</p>	<p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p> <p><input type="checkbox"/> NA</p>
<p>SO No. 3372 Reducing Wildfire Risks on Department of the Interior Land Through Acting Management</p> <p>This Order is intended to enhance the Department of the Interior's management of Federal lands to: (1) better protect people, communities, wildlife habitat, and watersheds by actively managing lands to reduce the risk of catastrophic wildfire; and (2) promote the sustainable recovery of damaged lands. Further, it is intended to ensure that the American people receive the maximum benefits from new and existing regulatory mechanisms designed to reduce the impacts of catastrophic wildfire.</p>	<p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p> <p><input type="checkbox"/> NA</p>
<p>SO No. 3373 Evaluating Public Access in Bureau of Land Management Public Land Disposals and Exchanges</p> <p>This Order ensures that recreational public access is an important value now and into the future as the Bureau of Land Management (BLM) makes decisions involving the disposal or exchange of lands. Public access for purposes of this Order should be construed broadly as publicly available access to Federal or State lands. This Order will ensure that by early assessment of proposed BLM disposals, access for hunting, fishing, and other outdoor recreation will be an important consideration and that the accessibility of Federal land and waters managed by the Department is a consideration of any disposal or exchange of land and interests in lands, consistent with applicable law.</p>	<p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p> <p><input type="checkbox"/> NA</p>
<p>SO No. 3374 Implementation of the John D. Dingell, Jr. Conservation, Management and Recreation Act</p> <p>This Order establishes a Departmental task force to facilitate and prioritize the Department of the Interior's (Department) timely implementation of the John D. Dingell, Jr. Conservation, Management, and Recreation Act. It also clarifies Departmental roles and responsibilities to accomplish this goal.</p>	<p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p> <p><input type="checkbox"/> NA</p>

<p>SO No. 3376 Increasing Recreational Opportunities through the use of Electric Bikes</p> <p>This Order is intended to increase recreational opportunities for all Americans, especially those with physical limitations, and to encourage the enjoyment of lands and waters managed by the Department of the Interior. This Order simplifies and unifies regulation of electric bicycles (e-bikes) on Federal lands managed by the Department of the Interior and also decreases regulatory burden.</p>	<p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p> <p><input type="checkbox"/> NA</p>
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ATTACHMENT C

Detailed Cost Estimate Worksheet

Attach the detailed cost estimate sheets along with the EXCEL file on a jump drive



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: February 2, 2023

Staff Contact: Jason Danen

Agenda Title: For Possible Action: Discussion and possible action regarding a federal grant award in the amount of \$147,290 through December 26, 2028, with no local match obligation, for Carson City to provide eligible homeowners with trailers and dumpsters for vegetation removal ("Project") through Round 18 of the Southern Nevada Public Land Management Act's ("SNPLMA") Hazardous Fuels Reduction and Wildfire Prevention program. (Jason Danen, jdanen@carson.org)

Staff Summary: This grant will provide funding for the Carson City Hazardous Fuels Collection Project over a period of six years, which allows eligible homeowners to reserve a trailer or dumpster to be delivered to their homes for the disposal of vegetation that was previously removed to create a defensible space. Those trailers and dumpsters are then picked up by the Carson City Fire Department ("CCFD") and taken to the landfill for disposal of the vegetation.

Agenda Action: Formal Action / Motion

Time Requested: 10 minutes

Proposed Motion

I move to accept the grant award as presented.

Board's Strategic Goal

Safety

Previous Action

August 20, 2020 (12A): The Board of Supervisors ("Board") authorized CCFD to apply for \$147,290 in grant funding through Round 18 of SNPLMA for the Project.

November 17, 2016 (10A): The Board authorized the acceptance of \$102,389 awarded through Round 16 of SNPLMA for a prior iteration of the Project.

Background/Issues & Analysis

The Project provides the community with an opportunity to dispose of green waste free of charge by providing property owners with a self-load green waste trailer or dumpster. Residents reserve a trailer or dumpster to be delivered to their home, at which point they load the trailer or dumpster with green waste. CCFD will then pick up the loaded trailer or dumpster and take it to the landfill for disposal.

Due to the effectiveness and popularity of this program, it has been nationally recognized and several other departments have instituted similar programs. There is such a high demand in Carson City for this Project that the waiting period for trailer or dumpster drop-off is often four to six weeks during the peak season, which is spring through fall.

This Project provides the opportunity for CCFD to collaborate with residents to raise awareness of the need for wildfire preparedness and the creation of defensible space. This program offers a trailer (7'x12') or a roll off dumpster (20 cu. yds.) for homeowners to fill with vegetation removed while completing defensible space around their homes.

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Carson Fire grant fund 2752505 and a grant project number will be established in MUNIS if the Board approves acceptance of the grant.

Is it currently budgeted? No

Explanation of Fiscal Impact: If awarded, both revenues and expenses will be augmented by \$147,290. There is no financial match required; however, this grant requires a \$250,000 in-kind match. Homeowners will provide the in-kind match of \$250,000. In-kind will be calculated at 10 hours per trailer and 20 hours per dumpster using the current federal volunteer rate of \$29.95 per hour. A low estimate for the number of hours each year would be 2,500 hours, which would be valued at over \$50,000 per year.

Alternatives

Do not authorize acceptance of the grant award and/or provide alternative direction to staff.

Attachments:

[NOA FINAL 12.27.2022.pdf](#)

[Hazardous Fuels Collection Carson City Final.pdf](#)

[SR Item 12A Fuels to Apply 18.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

1. DATE ISSUED MM/DD/YYYY 12/27/2022

1a. SUPERSEDES AWARD NOTICE dated
except that any additions or restrictions previously imposed
remain in effect unless specifically rescinded

2. CFDA NO.
15.235 - Southern Nevada Public Land Management

3. ASSISTANCE TYPE Cooperative Agreement

4. GRANT NO. L23AC00034-00
Originating MCA #

5. TYPE OF AWARD
Other

4a. FAIN L23AC00034

5a. ACTION TYPE New

6. PROJECT PERIOD MM/DD/YYYY
From 12/27/2022 Through 12/26/2028

7. BUDGET PERIOD MM/DD/YYYY
From 12/27/2022 Through 12/26/2028

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)
Southern Nevada Public Land Management Act of 1998, 31 U.S.C.
6901, PL 105-263

8. TITLE OF PROJECT (OR PROGRAM)
SNPLMA Hazardous Fuels Collection - Carson City, Project C005, Priority 18-14

9a. GRANTEE NAME AND ADDRESS
CITY OF CARSON CITY
201 N Carson St
Carson City, NV, 89701-4594

9b. GRANTEE PROJECT DIRECTOR
Jason Danen
201 N Carson St STE 5
Carson City, NV, 89701-4289
Phone: 775-283-7668

10a. GRANTEE AUTHORIZING OFFICIAL
Jason Danen
201 N Carson St STE 5
Carson City, NV, 89701-4289
Phone: 775-283-7668

10b. FEDERAL PROJECT OFFICER
Ms. Michelle Eis
1340 Financial
Reno, NV, 89520
Phone: 775-861-6418

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m)	\$ 147,290.00
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods	\$ 0.00
a. Salaries and Wages	\$ 322,909.00	c. Less Cumulative Prior Award(s) This Budget Period	\$ 0.00
b. Fringe Benefits	\$ 8,100.00	d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$ 147,290.00
c. Total Personnel Costs	\$ 331,009.00	13. Total Federal Funds Awarded to Date for Project Period	\$ 147,290.00
d. Equipment	\$ 53,627.00	14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):	
e. Supplies	\$ 0.00	YEAR	TOTAL DIRECT COSTS
f. Travel	\$ 0.00	a. 2	\$
g. Construction	\$ 0.00	b. 3	\$
h. Other	\$ 0.00	c. 4	\$
i. Contractual	\$ 0.00	d. 5	\$
j. TOTAL DIRECT COSTS	\$ 384,636.00	e. 6	\$
k. INDIRECT COSTS	\$ 12,654.00	f. 7	\$
l. TOTAL APPROVED BUDGET	\$ 397,290.00	15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
m. Federal Share	\$ 147,290.00	a. DEDUCTION	e
n. Non-Federal Share	\$ 250,000.00	b. ADDITIONAL COSTS	
		c. MATCHING	
		d. OTHER RESEARCH (Add / Deduct Option)	
		e. OTHER (See REMARKS)	
		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:	
		a. The grant program legislation	
		b. The grant program regulations.	
		c. This award notice including terms and conditions, if any, noted below under REMARKS.	
		d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.	
		In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.	

REMARKS (Other Terms and Conditions Attached - Yes No)
See next page

GRANTS MANAGEMENT OFFICIAL:
Amy Marshall, Grants Management Officer
222 WEST 7TH AVENUE
13
ANCHORAGE, AK, 99513-7504
Phone: (907) 271-2816

17. VENDOR CODE	0070163745	18a. UEI DTBPJMA2QFC8	18b. DUNS 073787152	19. CONG. DIST.	02	
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION
1	0051029389-00010	\$147,290.00	12/27/2022	12/26/2028	5232	SNPLMA Haz Fuels Project #C005, 18-14

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 3	DATE ISSUED 12/27/2022
GRANT NO. L23AC00034-00	

REMARKS:

Notice of Intent (NOI) Announcement Number: L-LSNPLMA-22-001
SNPLMA Project C005, Priority 18-14, Fuels Reduction Hazardous Fuels Collection - Carson City
Total Amount of Federal Funding: \$147,290.00
Required Cost Sharing/Matching: None; however the recipient is contributing \$250,000 in in-kind match.
Indirect Cost Rate: 10%
Program Income: None.

Required Periodic Status Reporting: Annual Reporting is required for the SF425 Financial Reports and Performance Reports. Submit reports To: GrantSolutions.gov

Refer to Attachment No. 1 for Award Terms and Conditions
Authority: Southern Nevada Public Land Management Act of 1998, 31 U.S.C. 6901, PL 105-263

This cooperative agreement is made and entered into by the Department of the Interior (DOI), Bureau of Land Management (BLM), Nevada State Office (NVSO), and Carson City Fire Department, the recipient, for the purpose of transferring something of value to the recipient to carry out a public purpose of support or stimulation authorized by a law of the United States.

Acceptance of a Federal Financial Assistance award from the DOI carries with it the responsibility to be aware of and comply with the terms and conditions of award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.

BLM substantial involvement by the BLM Program Officer (PO); Refer to the Terms and Conditions, Attachment No.1, paragraph 2B.

Prior to making any drawdown in ASAP; See 3. ASAP Draw Down Requirements for SNPLMA Projects and copy the following people:
Amy Lee, BLM Business Services Division National Operations Center (NOC): aelee@blm.gov
Gary Thompson, Finance Manager, BLM Business Services Division National Operations Center (NOC): garythompso@blm.gov
Gianna Vaccaro, Program Officer (PO), SNPLMA Division: gavccaro@blm.gov

NOTICE OF AWARD (Continuation Sheet)

PAGE 3 of 3	DATE ISSUED 12/27/2022
GRANT NO. L23AC00034-00	

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
12/27/2022	09/30/2023	Annual	12/29/2023
10/01/2023	09/30/2024	Annual	12/29/2024
10/01/2024	09/30/2025	Annual	12/29/2025
10/01/2025	09/30/2026	Annual	12/29/2026
10/01/2026	09/30/2027	Annual	12/29/2027
10/01/2027	09/30/2028	Annual	12/29/2028
10/01/2028	12/26/2028	Final	04/25/2029

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
12/27/2022	09/30/2023	Annual	12/29/2023
10/01/2023	09/30/2024	Annual	12/29/2024
10/01/2024	09/30/2025	Annual	12/29/2025
10/01/2025	09/30/2026	Annual	12/29/2026
10/01/2026	09/30/2027	Annual	12/29/2027
10/01/2027	09/30/2028	Annual	12/29/2028
10/01/2028	12/26/2028	Final	04/25/2029

AWARD ATTACHMENTS

CITY OF CARSON CITY

L23AC00034-00

1. L23AC00034 Attachment 1

1. COOPERATIVE AGREEMENT OBJECTIVES:

A. Objective(s):

Carson City Fire Dept. will collect an anticipated 1,000 tons of biomass over 6 years from the Defense Zone along the west side of Carson City. Funds will be used to deliver/pick-up and dump collection bins used by homeowners to create defensible/ survivable space. By reducing the amount of fuel within the communities, we are reducing ignition sources, reducing fire intensities and flame lengths, all while fostering a healthy and resilient ecosystem.

B. Public Benefit(s):

1. Protect communities by reducing the risk of catastrophic wildfires by removing hazardous fuels.
2. Conserve and restore natural resources by maintaining or increasing the quality of natural resources and protect their ecological integrity and sustainability.

C. Federal Award Performance Goals:

Collect an anticipated 1000 tons of biomass in 6 years from the west side of Carson City.

2. PROPOSED WORK

- A. The Recipient's Nomination Package dated 09/14/2020, as submitted through the SNPLMA Round 18 nomination process, entitled "*Hazardous Fuels Collection - Carson City*," and assigned SNPLMA project number C005, priority number 18-14, is accepted by the BLM and incorporated herein, as part of this agreement. The recipient will also develop and maintain a project workplan, as accepted by the BLM, in the SNPLMA Management and Reporting Tool or "SMART" online database.

Additional documents incorporated by reference: Recipient GrantSolutions application number LSNPLMA-2022-000051, dated 03/28/2022 to include Standard Form (SF) 424 Application for Federal Assistance, SF-424A (Budget Information - Non-Construction Programs), Budget Detail, signed Certification Regarding Lobbying - Certification for Contracts, Grants, Loans, or Cooperative Agreement, and Revised SF-424 and SF-424A submitted 11/21/2022.

Additionally, the recipient agrees to:

- Adhere to the policies and procedures identified in the effective SNPLMA Implementation Agreement.
- Adhere to the Recipient procurement plan and federal procurement standards under 2 CFR § 200.318. Ensure federal, state, and local government permits are obtained, if required.
- Initiate, complete, and provide proof of documentation compliance with federal environmental and cultural resource laws, e.g., National Environmental Policy Act (NEPA), Endangered Species Act (ESA), Migratory Bird Treaty Act, and the National Historic Preservation Act (NHPA), as applicable.

- The Grant Management Officer (GMO) and Program Officer (PO) will provide additional information on the NEPA and NHPA compliance in a separate document.
- The recipient must provide to the GMO and PO documentation that confirms compliance is satisfactorily completed before the recipient will be allowed to proceed project implementation. When proof of compliance has been provided, the PO will respond in writing (email or letter) to the recipient (and e-copy the GMO) a “SNPLMA notice to proceed” to allow the recipient to proceed with project implementation.
- Include the following conspicuously placed disclosure for materials generated for display or distribution (brochures, flyers, public planning documents, public scoping meetings, videos, etc.): “This project was funded due to the Southern Nevada Public Land Management Act, which authorized the sale of BLM-administered federal lands within a designated boundary in the Las Vegas Valley and required proceeds to be used on projects to fund federal, state and local projects that benefit communities and public lands.”
- Provide project signage conspicuously placed, which states: “This project was funded due to the Southern Nevada Public Land Management Act, which authorized the sale of BLM-administered federal lands within a designated boundary in the Las Vegas Valley and required proceeds to be used on projects to fund federal, state, and local projects that benefit communities and public lands.”

B. In addition, the BLM will:

- Review and accept the recipient’s project work plan before funds are authorized for expenditure.
- Approve the recipient to transition from planning activities to implementation of the project objectives following the acceptance of prerequisite environmental, cultural/historic, and/or land-use compliance and documentation requirements.
- Closely monitor the project’s quarterly status information for scope, time, and amount and its compliance with the SNPLMA Implementation Agreement.
- Conduct a pre-work, progress, and final site visits.
- Manage the change management process, including the request, decision, and post-decision actions involving the project’s scope, time, and amount.
- Ensure completion of the project’s deliverable(s), accurate reporting of accomplishments, and public accomplishment information in annual reports and databases.

C. The recipient will also be responsible for significant developments, i.e., events which may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the recipient must inform the PO as soon as the following types of conditions become known:

1. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
2. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

3. TERM OF AGREEMENT

- A. The term, or period of performance, of this agreement shall become effective as of the date shown on the signed award cover page and may remain in effect for a maximum of six (6) years.

The BLM will consider continued support of the project upon; (a) the recipient showing progress satisfactory to the BLM toward program goals and the determination by the BLM that continuation of the program would be in the best interests of the Government, (b) project is still in line with management's top priorities, and/or (c) the availability of funds.

B. Budget and Program Revisions

1. Recipients must submit in writing to the BLM's PO any request for budget or program revision in accordance with 2 CFR §200.308.
2. Modifications:
 - Requests to modify this Agreement's scope, time, or amount will require advance approval of the authorized SNPLMA official. A request for modification must be made to the SNPLMA Division using the modification request form in the SNPLMA Implementation Agreement, Part Two, Appendix L Project Modification Form.
 - Request to modify this Agreement's scope, time or amount shall be submitted no later than 120 calendar days before the current Agreement end date.
 - Requests for extensions for the reimbursement of funds will be considered on a case-by-case basis.
 - Requests to modify this Agreement's scope, time, or amount that receive approval from the SNPLMA Division via a decision memo signed by the SNPLMA authorized representative must complete additional steps/documentation to modify this Agreement through Grant Solutions and receive a modified agreement executed by the GMO.
 - This Agreement may be modified by written agreement signed by both the Recipient's Authorized Representative and the GMO. Administrative changes (i.e., GMO or PO name change, etc.) that do not change the work plan, scope, time, or amount, may be unilaterally signed by the GMO.
 - All other changes shall be made by bilateral modification to the Agreement. No oral statement made by any person, or written statement by any person other than

the GMO, shall be allowed in any manner or degree to modify or otherwise effect the terms of the Agreement.

- C. Termination. This agreement may be terminated in accordance with the provisions of 2 CFR, Subpart D, §200.340 Termination and the procedures outlined in the SNPLMA Implementation Agreement.

4. FINANCIAL SUPPORT AND PAYMENT METHOD

- A. Funding. The Recipient agrees not to exceed the total amount of available incremental funding. The Government is not obligated to reimburse the Recipient for the Recipient's expenditure of amounts in excess of the total available incremental funding nor is the Recipient obligated to continue performance beyond the incrementally funded amount. The obligation of funds for future incremental payments shall be subject to the availability of funds.

Funds obligated but not expended by the Recipient in a fiscal year may be carried forward and expended in subsequent fiscal years consistent with the period of performance in this Agreement.

- B. Maximum Obligations. The Recipient agrees not to exceed the total amount of available incremental funding. The Government is not obligated to reimburse the Recipient for the Recipient's expenditure of amounts in excess of the total available incremental funding nor is the Recipient obligated to continue performance beyond the incrementally funded amount. The obligation of funds for future incremental payments shall be subject to the availability of funds.

The total obligations, including modifications, represent the amount for which the BLM will be responsible under the terms of this agreement. The BLM shall not be responsible to pay for, nor shall the recipient be responsible to perform, any effort that will require the expenditure of Federal funds above the current obligated amount.

- C. Reimbursable Costs and Limitations. The recipient shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the expiration date stated in the agreement. The BLM's financial participation is limited. The BLM will only fund up to its share of those amounts requested in the project proposal and as are subsequently approved and funded in the agreement. The recipient shall not be obligated to continue performance under the agreement or to incur costs in excess of the costs set forth in the proposal and subsequent agreement. However, if the Recipient chooses to expend funds in excess of the approved project budget, the Recipient will be responsible to fund the excess without funding participation by the Bureau.

- D. Cost Sharing and Matching

Cost sharing for this agreement shall be in accordance with 2 CFR, Subpart D, §200.306, Cost sharing or matching.

1. There is no cost share or match legislatively required for this award.
2. The recipient is including a voluntary in-kind match of \$250,000.00. The recipient is required to document the cost-share or match in accordance with the 2 CFR, Subpart D, §200.306, Cost sharing or matching.

E. Program Income

Program income generated under this award can be as follows:

1. There is no Program Income associated with this award.

F. Indirect Costs

1. The Recipient has never had a federally approved negotiated indirect rate, and as the BLM is the cognizant agency, the Recipient has requested and received approval from the BLM for reimbursement under this agreement at the *de minimis* rate shown on the award cover sheet under "Indirect Cost Rate." This rate is to be applied to the agreement's base modified total direct costs (MTDC). MTDC consist of all salaries and wages, fringe benefits, materials and supplies, services, travel, and subgrants and subcontracts up to the first \$25,000 of each subgrant or subcontract (regardless of the period covered by the subgrant or subcontract). Equipment, capital expenditures, charges for patient care, rental costs, and the portion of subgrants or subcontracts in excess of \$25,000 shall be excluded from TDC. Participant support costs shall generally be excluded from MTDC.

G. Payment by Reimbursement

1. Payment will be made by draw-down reimbursement through the Department of the Treasury, Automated Standard Application for Payment (ASAP) System. See following website: <http://www.fms.treas.gov/asap> Treasury Circular 1075 (31 CFR §205) requires that drawdowns to a recipient organization shall be limited to the minimum amounts needed and shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the purposes of the approved program or project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.
2. Funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds, must be disbursed before requesting additional cash payments.
3. ASAP Draw Down Requirements for SNPLMA Projects:

- Prior to requesting an ASAP drawdown, the Recipient shall send an email to the appropriate program specific PO (aka SNPLMA Program Manager) and e-copy the BLM representatives identified below, with the amount of funding to be drawn down **at least 3 days before** requesting the ASAP draw down. If the ASAP draw down request contains multiple projects by the Recipient, the Recipient shall provide the PO a list of the projects to draw down funds separated by agreement number and amount.
 - Gianna Vaccaro, gvaccaro@blm.gov - PO/SNPLMA Program Manager for Hazardous Fuels category; **and e-copy**
 - Amy Lee, aelee@blm.gov – SNPLMA Sr. Accountant, BLM National Operations Center (NOC);
 - Gary Thompson - gthomps@blm.gov – SNPLMA Accountant, BLM NOC; and
 - Robert Wandel, rwandel@blm.gov – SNPLMA Assistant District Manager, BLM SNPLMA Division.
- An ASAP draw down will be made only in the amount(s) necessary to meet the current reimbursement needs. The GMO and PO may request additional information to support the drawdown of funding. The drawdown of funding may not commence until the additional documentation or justification is received. The PO will confirm the Recipient may complete the draw down via email.
- An ASAP draw down can occur as frequently as needed. The Recipient shall make every effort to stay within the quarterly projections submitted to the PO through the SMART database, however, if the recipient needs to draw down more funding than previously projected, the Recipient will provide justification via email to the PO prior to initiating the ASAP draw down request.
- The Recipient must retain documentation to support all ASAP draw downs, organized by draw down. Failure to retain the appropriate level of documentation to support the draw down may result in a determination that the reimbursement, or certain costs within the reimbursement, is/are not allowable or allocable to the federal award.
- Approval to complete a drawdown of funding does not imply the expenditures are allowable or allocable. The GMO and/or the PO will complete progress and final financial file reviews to determine the allowable and allocable costs to the federal award. Expenditures that are determined to be unallowable or unallocable after disbursement will be deducted from the next draw down request.
- At the completion or termination of the Agreement, unused funding shall be returned through ASAP to the BLM. This must be completed within the 120-day payment period following the performance period end date.

H. Payment Review

If a recipient has a history of poor performance, financial instability, uses a management system not meeting standards prescribed by the Uniform Administrative Requirements, has not conformed to the terms and conditions of the award, and/or is not otherwise responsible in safeguarding Federal funds, they may be determined to be "high risk" and be placed on Agency Review. Agency Review limits a recipient's access to funds by requiring that all draw-down requests reviewed and approved prior to their being released. Recipients on agency review must submit a completed SF-270 Request for Advance Payment or Reimbursement for each payment requested along with a detailed explanation of how the costs correspond to the approved budget categories as listed on their Application for Federal Assistance SF-424A Budget Information and their Detailed Budget Breakdown or Challenge Cost Share Program Commitment Document, whichever is applicable. Being put on Agency Review does not relieve the recipient of required financial or performance reporting requirements.

I. System for Award Management (SAM, www.SAM.gov)

Recipients of Federal financial assistance must maintain current registration with the System for Award Management (SAM, www.SAM.gov). Failure to maintain registration can impact access to funds and future obligations under this agreement and any other financial assistance or procurement award the recipient may have with the Federal government.

5. PERFORMANCE & FINANCIAL MONITORING

A. In accordance with 22 CFR §200.328 Financial Reporting and §200.329 Monitoring and Reporting Program Performance, the recipient is responsible for oversight, monitoring, and reporting of its activities under Federal awards to assure compliance with applicable Federal requirements and that performance expectations are being achieved. The BLM's monitoring of the recipient's activities may include review of the award file including discussions with the recipient regarding reporting, award activities, and project status (desk reviews), analysis of financial and performance reports, and discussions of specific issues related to project implementation, observation of project activity, and review of planned versus actual progress (site visits). The BLM has the right to inspect and evaluate the work performed or being performed under this agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

1. BLM programmatic monitoring addresses the content and substance of the program. It is a qualitative review to determine performance, innovation, and contributions to the field. The BLM may make site visits as warranted by program needs. In addition, the BLM has the right of timely and unrestricted access to any books, documents, papers, or other records of the recipient's that are pertinent to the award, in order to make audits, examinations, excerpts, transcripts, and copies of such documents. This

right also includes timely and reasonable access to recipient personnel for the purpose of interviews and discussions related to such documents.

2. BLM financial monitoring ensures compliance with financial guidelines and general accounting practices. On-site or internal financial reviews are conducted to determine if: (1) award recipients are properly accounting for the receipt and expenditures of federal funds; (2) expenditures are in compliance with federal requirements and award special conditions; and (3) proper documentation on financial monitoring activities is prepared, maintained, and distributed as appropriate.

6. PERFORMANCE, FINANCIAL, AND OTHER REPORTING

Periodic financial, performance, and (if applicable) youth employment status reporting is a condition of this financial assistance award. Submission of reports is required whether or not any work has been attempted and/or any funds have been drawn down or expended. Failure to comply with the reporting requirements included in this agreement may be considered a material non-compliance with the terms and conditions of the award. Non-compliance may result in withholding of future payments, suspension or termination of the agreement, recovery of funds paid under the agreement, and withholding of future awards. The periodic status reporting required under this agreement is as follows.

NOTE: Financial and Performance will be on a yearly reporting cycle for both Financial and Performance Progress Reporting is identified in the Notice of Award.

A. Federal Financial Reports

1. Recipients of Federal financial assistance are required to submit periodic financial reports which document the financial status of their awards. The Federal Financial Report (FFR) or SF-425 and SF-425A. Expenditures and/or income may be reported either on a cash or accrual basis, whichever method is normally used by the recipient. Submitted SF-425 reports must be signed by an authorized official of the recipient certifying that the information complete, accurate, consistent with the recipient's accounting system, and that all expenditures and obligations are for the purposes set forth in the agreement. The SF-425 represents a claim to the Federal government, filing a false claim may result in civil or criminal penalties. Blank SF-425 forms with instructions are available on the Grants.gov web site, URL: <http://www.grants.gov/web/grants/forms.html>.

B. Performance Reports

1. Recipients of Federal financial assistance are required to submit periodic performance reports prepared in accordance with 2 CFR, Subpart D, Section 200.329 Monitoring and Reporting Program Performance. There is no standard form, however performance reports should always relate to the performance goals and objectives identified in Section 1. of this agreement. Performance reports must be submitted in a narrative summary to include, but not limited to, the following:

- Completed established goals, work in progress, future work, the percentage of work completed (based on Section 1 of this document).
- The reasons why established goals and objectives were not met or problems which may impact the ability to complete work on time with recommendations on their resolution, if appropriate.
- Prediction of future activities and how they will be accomplished.
- Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the BLM program the Federal awarding agency should include this as a performance reporting requirement.
- Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
- Reports are to be submitted electronically within the GrantSolutions system under reporting.

2. Although the Recipient may not be required to report quarterly to the GMO on the FFR or SF-425, the Recipient must submit quarterly financial status reports in the SMART online database. The SMART online database collects status from the previous quarter and funding for the future quarter, as detailed in the table below:

Current Federal Fiscal Year (FY) Quarter	SMART Opens	SMART Closes	Quarterly Status Progress Reporting for:	ASAP Requests and Expended/Obligated for:
Q1	October 1	October 31	Q4 Previous FY (Jul-Sep)	Q2 Current FY (Jan-Mar)
Q2	January 1	January 31	Q1 Current FY (Oct-Dec)	Q3 Current FY (Apr-Jun)
Q3	April 1	April 30	Q2 Current FY (Jan-Mar)	Q4 Current FY (Jul-Sep)
Q4	July 1	July 31	Q3 Current FY (Apr-Jun)	Q1 Following FY (Oct-Dec)

The Recipient will send a transmittal letter to the SNPLMA Division, signed by the Recipient’s authorized representative, certifying the amount of projected funding, in total and per project (as necessary), being requested for draw down in the following quarter, and project compliance with the policies, procedures, and guidelines in the current SNPLMA Implementation Agreement.

3. In addition to the annual performance report required by the 2 CFR §200.328, the Recipient shall submit an annual report in the SMART online database. The annual report in SMART is a summary of the previous year’s activities. At the end of the project, the annual report serves as the final report. The final report is a summary of all major activities and accomplishments over the term of the Agreement and includes the appropriate SNPLMA performance measures.

The Recipient will send a transmittal letter to the SNPLMA Division, signed by the Recipient’s authorized representative, certifying the progress on the project in compliance with the policies, procedures, and guidelines in the current SNPLMA Implementation Agreement. This transmittal letter can be combined with the transmittal letter for financial reporting required in the previous section.

C. Property Reporting

1. SF-428 Tangible Personal Property Report is also required under the terms and conditions of this cooperative agreement. Tangible personal property means property of any kind, except real property, that has physical existence. It includes equipment and supplies. It does not include copyrights, patents, or securities. Property may be provided by the awarding agency or acquired by the recipient with award funds. Federally owned property consists of items that were furnished by the Federal government.

Reporting Period Dates

Submit Reports By

Award Start Date *through* September 30, 2023March 31, 2024*

*If Federally Owned Property, report required annually. Any property acquired under this agreement; report required every two years thereafter for the life of the agreement.

D. Real Property Reporting

1. Recipients of SNPLMA funding are expected to maintain the real property acquired, constructed, or created, in the same condition or better in perpetuity, unless or until disposition instructions for the real property are issued by the GMO to the recipient. The Recipient is responsible for submitting a report on the status of real property in accordance with 2 CFR, Subpart D, §200.330 Reporting on real property.
2. The Recipient shall submit to the GMO and PO a report on real property annually for the first 3 years following completion of the project, and then every 5 years thereafter.

7. LIABILITY, INSURANCE, AND INDEMNIFICATION

A. Liability. The BLM assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act, 28 USC 2671.

B. Indemnification. The recipient hereby agrees:

1. To indemnify the federal government, Bureau of Land Management (BLM), from any act or omission of the recipient, its officers, employees, or (members, participants, agents, representatives, agents as appropriate) (1) against third party claims for damages arising from one or more activities carried out in connection with this

- financial assistance agreement and (2) for damage or loss to government property resulting from such an activity, to the extent the laws of the State where the recipient is located permit. This obligation shall survive the termination of this agreement.
2. To pay the United States the full value for all damage to the lands or other property of the United States caused by the recipient, its officers, employees, or (members, participants, agents, representatives, agents as appropriate).
 3. To provide workers' compensation protection to the recipient's officers, employees, and representatives.
 4. To cooperate with the BLM in the investigation and defense of any claims that may be filed with the BLM arising out of the activities of the recipient, its agents, and employees.
 5. In the event of damage to or destruction of the buildings and facilities assigned for the use of the recipient in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require the BLM to replace or repair the buildings or facilities. If the BLM determines in writing, after consultation with the recipient that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the recipient, the BLM shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this agreement, then failure to substitute and assign other facilities acceptable to the recipient will constitute termination of this agreement by the BLM.
- C. Flow-down. For the purposes of this clause, "recipient" includes such subrecipients, contractors, or subcontractors as, in the judgment of the recipient and subject to the Government's determination of sufficiency, have sufficient resources and/or maintain adequate and appropriate insurance to achieve the purposes of this clause.
- D. Identified Activities. All activities carried out in connection with this financial assistance agreement.

8. BLM PROPERTY STANDARDS

- A. Government-furnished property (GFP), such as tools and equipment, furnished by the BLM to the recipient shall be used for official purposes only and shall be subject to the terms of the agreement. Tools and equipment shall be returned in the same condition received except for normal wear and tear in project use. Any BLM property used, or other property acquired under this agreement, including intangible property such as copyrights and patents, shall be governed by the property management provisions of 2 CFR, Subpart D, §200.311 to §200.316, Property Standards.
- E. Insurance Coverage: The non-Federal entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal

funds as provided to property owned by the non-Federal entity. Refer to 2 CFR, Subpart D §200.310.

F. Intangible Property.

1. Title to intangible property (see 2 CFR §200.315 Intangible Property) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally authorized purpose and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in §200.313 Equipment paragraph (e).
2. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
3. The non-Federal entity is subject to applicable regulations governing patents and inventions, including Governmentwide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."
4. The Federal government has the right to: (a) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and (b) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

G. Recipient staff will be required to complete a BLM-approved Defensive Driving Course if driving a Government-owned vehicle (GOV).

H. Recipient staff will be required to complete a BLM-approved Four-wheel ATV safety and training program if using Government-furnished ATVs.

F. Recipient staff will be required to complete a BLM-approved safety and training program if using Government-furnished power equipment, such as chainsaws, woodchippers, etc. The recipient will be responsible for meeting all protective equipment requirements if using Government-furnished equipment.

9. KEY OFFICIALS

The key officials on this agreement are listed on the award cover page(s) and are considered to be essential to ensure maximum coordination and communication between the parties and the work being performed. Upon written notice, either party may designate an alternate to act in the place of their designated key official.

10. GENERAL TERMS AND CONDITIONS

- A. See the Bureau of Land Management’s [“Financial Assistance Award Terms and Conditions”](#) for the administrative and national policy requirements applicable to BLM awards.
- B. [Appendix XII to Part 200—Award Term and Condition for Recipient Integrity and Performance Matters](#)
- C. Program Legislation and/or Regulations:
1. Scientific integrity is vital to Department of the Interior (DOI) activities under which scientific research, data, summaries, syntheses, interpretations, presentations, and/or publications are developed and used. Failure to uphold the highest degree of scientific integrity will result not only in potentially flawed scientific results, interpretations, and applications but will damage DOI's reputation and ability to uphold the public's trust. All work performed must comply with the DOI Scientific Integrity Policy posted to <http://www.doi.gov>, or its equivalent as provided by their organization or State law. For more information go to URL: <https://www.doi.gov/scientificintegrity>.
 2. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.
 3. Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements.

Section 743 of Division E, Title VII of the Consolidated and Further Continuing Resolution Appropriations Act of 2015 (Pub. L. 113-235) prohibits the use of funds appropriated or otherwise made available under that or any other Act for grants or cooperative agreements to an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

Recipients must not require their employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

Recipients must notify their employees or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

4. Order of Precedence. Any inconsistency in this agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) 2 CFR. Part 200; (c) requirements of the applicable OMB Circulars and Treasury regulations; (d) special terms and conditions; (e) all agreement sections, documents, exhibits, and attachments; and (f) the recipient's project proposal.

I. 2 CFR §1402.315 Availability of data

(a) All data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, valuation products or other scientific assessments in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual, resulting from a financial assistance agreement is available for use by the Department of the Interior, including being available in a manner that is sufficient for independent verification.

(b) The Federal Government has the right to:

- (1) Obtain, reproduce, publish, or otherwise use the data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, or other scientific assessments, produced under a Federal award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, or other scientific assessments, for Federal purposes, including to allow for meaningful third-party evaluation.

11. SPECIAL TERMS AND CONDITIONS

A. Deposit of Publications. In addition to any requirements listed in the Project Management Plan, two (2) copies of each applicable publication produced under this agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W.
Washington, D.C. 20240

B. Buy America Domestic Procurement Preference: As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an

approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program. Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

Waivers

When necessary, recipients may apply for, and the DOI may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or

3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at:

www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers. If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to www.doi.gov/grants/buyamerica and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DOI Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued.

Approved waivers will be posted at www.doi.gov/grants/BuyAmerica/ApprovedWaivers; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Construction Materials” does **not** include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States

12. DEFINITIONS & ACRONYMS

Agency Review: If a recipient has a history of poor performance, financial instability, has a management system not meeting standards prescribed by the Uniform Administrative Requirements, has not conformed to the terms and conditions of the award, and/or is not otherwise responsible in safeguarding federal funds, they may be placed on Agency Review. Agency Review limits a recipient's access to funds by requiring that all payments must be requested, reviewed, and approved prior to their being released.

Award Recipient: The Award Recipient is the recipient's individual who is authorized to act for the applicant and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to grant applications or grant awards.

BLM: Bureau of Land Management may, also be referred to as Bureau.

CFR: Code of Federal Regulations.

DOI: Department of the Interior.

FFR: Federal Financial Report or Standard Form (SF) 425.

Financial Assistance Agreement: This grant or cooperative agreement. The term grant is defined as all Federal financial assistance that provides support or stimulation to accomplish a public purpose. Use of the term “grant” includes grants and/or cooperative agreements awarded by the Federal Government to eligible recipients.

Federal Award Date: The date when the Federal award is sign by the BLM Grants Management Officer

FY: Federal Fiscal Year which runs from October 1 through September 30 each year.

GMO: Grants Management Officer, the only individual in the BLM who is authorized to obligate funds, award, modify, and/or terminate assistance agreements.

GMS: Grants Management Specialist, the administrative individual authorized to prepare assistance agreement awards and modifications, but who cannot obligate funds, award, modify, and/or terminate the agreement.

Nomination: Means the Recipient’s proposal for SNPLMA funding. The term “nomination” is used synonymously and interchangeably with the term “project.”

NHPA: National Historic Preservation Act

NTE: Not-to-exceed amount, the maximum Federal funding amount available for reimbursement to the recipient.

OMB: The Office of Management and Budget. OMB leads development of government-wide policy to assure that grants are managed properly and that Federal dollars are spent in accordance with applicable laws and regulations. OMB Circulars that apply to this agreement may be found on the OMB Website, URL:
http://www.whitehouse.gov/omb/circulars_default/.
http://www.whitehouse.gov/omb/circulars_default/

PI: The BLM Project Inspector, the technical advisor assisting the BLM Program Officer in administering and monitoring the technical aspects of the agreement. The Project Inspector is not authorized to modify this agreement or obligate the Government in any way.

PO: The BLM Program Officer, appointed for the purposes of monitoring the technical aspects of the agreement. The PO will work closely with the RPM and is authorized to clarify technical requirements, and review and approve work which is clearly within the objectives specified in this agreement. The PO will review financial, performance, and youth employment reports, and review and recommend approval of payments to the GMO if a

recipient is on Agency Review. The PO is not authorized to modify this agreement or obligate the Government in any way.

Recipient: The organization and/or individual named in Box 5. of the "Grant and Cooperative Agreement" cover sheet.

RPM: The recipient's Project or Program Manager, designated to direct the project or activity being supported by the agreement. The RPM is responsible and accountable to the recipient and BLM for the proper implementation of the project or activity.

SMART: Stands for the "SNPLMA Management and Reporting Tool." SMART is an online database accessible through www.blm.gov/snplma and is the required platform to complete the work plan, reimbursement requests (aka forecasting drawdowns to occur through ASAP), and all reporting requirements of the SNPLMA Implementation Agreement.

SNPLMA: The Southern Nevada Public Land Management Act of 1998 (SNPLMA), Public Law 105-263, as amended. SNPLMA authorizes the Secretary of the Interior to expend funds from the SNPLMA Special Account for the development of parks, trails, and natural areas in Clark, Lincoln, and White Pine Counties, and Carson City in Nevada (subject to limitations); development and implementation of multi-species habitat conservation plan in Clark County, Nevada; and development and implementation of comprehensive, cost-effective, multi-jurisdictional hazardous fuels reduction and wildfire prevention projects for the Lake Tahoe Basin, the Carson Range in Douglas and Washoe Counties and Carson City in Nevada, and the Spring Mountains in southern Nevada (subject to limitations).

SNPLMA Implementation Agreement: The SNPLMA Implementation Agreement is a document that contains the business rules necessary for the nomination, approval, implementation, modification, closeout, reporting, and compliance with all SNPLMA-funded projects or nominations. The SNPLMA Implementation Agreement is accessible online through www.blm.gov/snplma.

13. FULL TEXT TERMS AND CONDITIONS

1. Department of Interior Conflict of Interest Term and Condition:

- a. The Recipient must establish safeguards to prohibit its employees and Subrecipients from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Recipient is responsible for notifying the Grants Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Recipient or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a

- reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient and/or Recipient's employees and Sub-recipients in the matter.
- b. The Grants Officer and the servicing Ethics Counselor will determine if a conflict of interest exists. If a conflict of interest exists, the Grants Officer will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the Grants Officer in writing. Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award.
- c. Failure to make required disclosures may result in any of the remedies described in 2 CFR §200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).
- d. Definitions:
- (1) Conflict of Interest is defined as any relationship or matter which might place the Recipient, its employees, and/or its Subrecipients in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient and/or Recipient's employees and Subrecipients in the matter.
 - (2) Close Personal Relationship means a Federal award program employee's childhood or other friend, sibling, or other family relations that may compromise or impair the fairness and impartiality of the Proposal Evaluator and Advisor and Grants Officer in the review, selection, award, and management of a financial assistance award.
 - (3) Discretionary Federal Financial Assistance means Federal awards including grants and agreements that are awarded at the discretion of the agency.
 - (4) Employment means:
 - (a) In any capacity, even if otherwise permissible, by any applicant or potential applicant for a Federal financial assistance award;
 - (b) Employment within the last 12 months with a different organization applying for some portion of the award's approved project activities and funding to complete them OR expected to apply for and to receive some portion of the award; and/or
 - (c) Employment with a different organization of any member of the organization employee's household or a relative with whom the organization's employee has a close personal relationship who is applying for some portion of the award's approved project activities and funding to complete them OR expected to apply for and to receive some portion of the award.
 - (d) Non-Federal entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal award as a Recipient or Subrecipient.
 - (e) Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term Recipient does not include Subrecipients.

- (f) Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program but does not include an individual who is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

4. MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (January 2015)

- (a) Definitions. As used in this clause—

“United States” means the 50 states and the District of Columbia.

“Worker”—

- (1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and
 - (i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),
 - (ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR Part 541,
 - (iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.
- (2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).
- (3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

- (b) Executive Order Minimum Wage rate.

- (1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.
- (2) The Contractor shall adjust the minimum wage paid, if necessary, beginning wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this contract.
- (3)
 - (i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subcontract costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment

- taxes and workers' compensation insurance but will not otherwise include any amount for general and administrative costs, overhead, or profit.
- (ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.
 - (iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.
- (4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
 - (5) A pay period under this clause may not be longer than semi-monthly but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.
 - (6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR §10.23, Deductions.
 - (7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.
 - (8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.
 - (9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.
 - (10) The Contractor shall follow the policies and procedures in 29 CFR §10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.
- (c) (1) This clause applies to workers as defined in paragraph (a). As provided in that definition—
 - (i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;
 - (ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and
 - (iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

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- (2) This clause does not apply to—
- (i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e., those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;
 - (ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—
 - (a) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a).
 - (b) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).
 - (c) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR Part 541).
 - (d) Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.
 - (e) Payroll Records.
 - (1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:
 - (i) Name, address, and social security number;
 - (ii) The worker's occupation(s) or classification(s);
 - (iii) The rate or rates of wages paid;
 - (iv) The number of daily and weekly hours worked by each worker;
 - (v) Any deductions made; and
 - (vi) Total wages paid.
 - (2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

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- (3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.
- (4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR §10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.
- (5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.
- (f) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.
- (g) Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.
- (h) Disputes. Department of Labor has set forth in 29 CFR §10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR Part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.
- (i) Anti-retaliation. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause or has testified or is about to testify in any such proceeding.
- (j) Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.
- (k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

END OF AGREEMENT

Southern Nevada Public Land Management Act
Hazardous Fuels Reduction and Wildfire Prevention
Round 18

Carson City Fire Department



Hazardous Fuels Collection – Carson City

Amount Requested: \$147,290

Timeframe: 6 Years

Location: 39.173333° / -120.799722°

Congressional District: NV-2

Contact: Fire Chief Sean Slamon

Address: 777 S. Stewart Street, Carson City, NV 89506

Phone: 775-887-2210

Fax: 775-887-2209

Email: SSLamon@carson.org

Purpose Statement:

Carson City Fire Dept. will collect an anticipated 1,000 tons of biomass over 6 years from the Defense Zone along the west side of Carson City. Funds will be used to deliver/ pick-up and dump collection bins used by homeowners to create defensible/ survivable space. By reducing the amount of fuel within the communities, we are reducing ignition sources, reducing fire intensities and flame lengths, all while fostering a healthy and resilient ecosystem.

Background info to support the need:

The Fuels Collection Program has been an exemplary program which several other Departments have instituted in nearby jurisdictions. It has been proven that when given the opportunity, homeowners are willing to create defensible/ survival space on their property and recommend that their neighbors do the same.

Within this program we offer trailers (7'x12') and roll off dumpsters (20 cu. Yds.) for homeowners to fill with vegetation removed while completing defensible space around their home. The collection bins are offered free of charge as an incentive for homeowners to have adequate defensible space. Throughout the entire city we delivered over 400 trailers and 150 dumpsters last year. The total vegetation collected was over 325 tons in 2019.

In 2004 Carson City experienced the Waterfall Fire that burned 9,000+ acres, 18 structures and 51 vehicles, including two fire apparatus. It was lessons learned in those few days that drive Carson City Fire Dept. to create a proactive fuels management programs like this. We do not want to see a repeat of that event, and neither do our residents, so they have been aggressive in removing hazardous fuels, ladder fuels, and being ember prepared in order to prevent that from happening.

Relationship to prior approved phases or related SNPLMA projects and anticipated future phases:

Carson City has been fortunate enough to receive SNPLMA Rounds 8 and 16 funding for hazardous Fuels Reduction on open space. As the larger fuels breaks surrounding communities are completed the next step in creating Fire Adapted Communities is to reduce the fuels on the lots that make up the community. This program will enhance the fuels reduction already accomplished by having homeowners take responsibility for their own property.

Deliverables:

Primary Deliverables

1. Collect an anticipated 1000 tons of biomass in 6 years from the west side of Carson City.

Anticipated Deliverables

1. Carson City Fire will deliver a packet of educational material with every collection bin.
 - a. *Living with Fire* Information.
 - b. Ready! Set! Go! Information.

Standard Deliverables

- Deliver a collection bin (Trailer or Dumpster) so homeowners have a way to dispose of vegetation removed to create defensible/ survivable space.

Project Timeframe:

6 Years

Level of Project Readiness for Implementation

Carson City Fire has been running this program since 2006 with an increase in usage every year. There is an established system in place for signing up for the program, getting the information to the drivers and an efficient schedule for delivery and pickup.

Future Operations and Maintenance:

None.

Partnerships and/or contributed:

Carson City Fire Dept. will document the number of hours each landowner spends cutting and filling the collection bins. As the collection bins are dropped off, each landowner will get a packet of educational information along with a form to fill out to document the in-kind hours they spend completing fuels reduction projects that result in the need for the collection bin. We anticipate a minimum of 10 hours per trailer and 20 hours per dumpster of in-kind match. A low estimate for the number of hours each year would be 2,500 hours, which would be valued at over \$50,000 per year.

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CARSON CITY FIRE DEPARTMENT

"Service with Pride. Commitment. Compassion"

September 9, 2020

Robert Taylor, Program Manager
BLM Southern Nevada District Office
SNPLMA Division
4701 N. Torrey Pines Dr.
Las Vegas, NV 89130

RE: Carson City Hazardous Fuels Collection

Mr. Taylor:

Carson City Fire Department will document the number of hours each landowner spends cutting and filling the collection bins. A conservative average of 10 hours per trailer and 20 hours per dumpster of in-kind match will be used. A low estimate for the number of in-kind hours would be 10,000 hours, which would be valued at over \$250,000 over the six years of the funding.

The fuels collection program is an integral part of supporting our residents in creating defensible space.

We look forward to working with the Bureau of Land Management on this project.

Respectfully,

Sean P. Slamon
Fire Chief
Carson City Fire Department

Funding Requested Budget Detail:

ROUND 18			
HAZARDOUS FUELS AND WILDFIRE PREVENTION NOMINATION			
ESTIMATED DIRECT COSTS & KEY MILESTONES			
Project Name:	= 'General project Info'!B5	Date prepared:	9/9/2020
Project #	<i>Assigned by SNPLMA</i>	Agency:	= 'General project Info'!B10
Prepared by:	= 'General project Info'!B8	Priority #:	<i>Assigned by SNPLMA</i>
Title/position:	= 'General project Info'!B9	Phone #:	775-283-7161
1 Planning & Environmental Documentation		\$0	0.00%
Includes labor for surveys/reports for cultural, natural, biological, archaeological, historical resources, etc. and preparation of NEPA documentation and the decision document. Does not include on-going compliance monitoring (see Direct Labor #3)			
2 FWS Consultation - Endangered Species Act		\$0	0.00%
Direct expenses for FWS consultation. <i>Includes all labor, agreements, and costs for Section 7 review and approval.</i>			
3 Direct Federal Labor to Implement Project (Payroll)		\$0	0.00%
For interagency projects, identify a primary team lead and the lead agency for consultation/coordination and individual agency leads responsible for entering progress and reports into SMART.			
4 Project Equipment and/or Supplies and Materials		\$8,000	5.43%
Equipment, supplies or materials necessary to complete the project that are not included in contracts/agreements. Includes lease or rental of equipment/vehicles.			
5 Travel and Per Diem for Implementation		\$0	0.00%
Includes all necessary travel for training and implementation of the project. Training costs for tuition, materials, etc. are identified in item #7 below			
6 Official Vehicle Use (vehicles with Federal license only)		\$0	0.00%
Estimated costs for routine maintenance agency vehicles, leased or rental equipment, oil and gas, tires, etc. Does not include replacement cost			
7 Training (required to implement the project)		\$0	0.00%
Includes training essential/necessary for implementation of the project.			
8 Contracts, Grants, and/or Agreements		\$0	0.00%
CESU, IGO, Assistance agreements, Task Orders, and contracts for implementation of the project. Also includes all costs for construction/implementation of the plan. <i>The period of performance for grants or agreements and contracts must not extend past the approved period of performance in the approved Work Plan. Final invoices and de-obligation of unexpended funds must be paid and sub agreements and contracts closed prior to submitting the request for closeout</i>			
9 Other Necessary Expenses (See Appendix B-11)		\$139,290	94.57%
Total requested/estimated budget		\$147,290	100.00%
10 Estimated agency or partner contribution		\$200,000	
Total Estimated project value		\$347,290	
General comments and description of milestones			
Carson City Fire Dept. will collect an anticipated 1,000 tons of biomass over 6 years from the Threat Zone along the west side of Carson City. Funds will be used to deliver/ pick-up and dump collection bins used by homeowners to create defensible/ survivable space. By reducing the amount of fuel within the communities, we are reducing ignition sources, reducing fire intensities and flame lengths, all while fostering a healthy and resilient ecosystem.			

Performance Measures:

Outcome: Minimize the loss of life, property, and the environment from catastrophic wildfire within the wildland-urban interface of Carson City, Nevada. Achieving the following output will accomplish this outcome:

Output (Primary Deliverable): Reduce hazardous fuels on 200 acres (5 tons of material equals 1 acre treated) in the wildland-urban interface. The SNPLMA Performance Measure is:

- Performance Measure F2 – Acres of Hazardous Fuels Treated – Wildland Urban Interface

Outcome: Increase public awareness about hazardous fuels reduction and wildfire preparedness. Achieving the following output(s) will accomplish this outcome:

Output (Primary Deliverable): Delivery of educational packets with each collection bin. The SNPLMA Performance Measures include:

- Performance Measure O5 – Number of Outreach Contact Made (each individual is reported as one unit).

Executive Committee Strategic Plan Values:

The project **promotes sustainability** by including homeowners in the process of fuels reduction and educating them on the proper way to create survivable space. This program also creates “invested” owners who are willing to roll up their sleeves and put in the work it takes to prepare a home for wildfire. The face to face meeting on the property owners land creates a great teaching environment where the homeowner has access to experts in fuels reduction and survivable space.

The project **promotes community** through neighbors talking to neighbors. Once a collection bin is placed in a yard, there is a good chance one of the surrounding neighbors will be asking about it. A healthy community is one where neighbors communicate freely and assist each other in times of need. The fuels collection program also puts peer pressure on one’s neighbors to keep yards clean, lean and green.

Ranking Criteria:

1. Improves the community within and/or adjacent to the project area.

A. *Addresses immediate public health and safety and community infrastructure*

This project is 100% in the Threat Zone because it is in the community itself. The collection of fuels from private lots extends fuel breaks previously constructed into the community and onto private property. This will move these communities that much closer to becoming a Fire Adapted Community, and allows homeowners to take the responsibility for their own defensible space.

- B. *Promotes protection of source water (rivers and lakes) or municipal watersheds.*
By giving homeowners an easy way to complete defensible space, we are effectively cleaning up drainages that would not be treated otherwise. Creating defensible/ survivable space, removing dead and downed vegetation, and creating adequate space between brush and trees, stream zones will be returned to a healthy, productive part of the ecosystem. Without this program, drainages and watercourses on private property might not be treated.
- C. *Project includes education and outreach to the community on Living with Fire or Fire Adapted Communities and/or the importance of fuels reduction on federal, state, and local government land.*
With the delivery of every collection bin (trailer or dumpster), a packet with educational material will be dropped off as well. These packets could include information from the *Living with Fire* program as well and the Ready! Set! Go! Program from the International Association of Fire Chiefs.

2. Improves the connection of fuels reduction activities and wildlife habitat.

- A. *Project connects previously treated areas to create or increase contiguous blocks of treated land.*
Funding from Round 8 and 16 was/ is being used to complete fuel breaks around the outside of communities, and this program will enhance those fuel breaks by removing fuels from within the community itself. Additional funding sources are creating large scale fuel breaks.
- B. *Project protects or enhances wildlife habitat and/or resilient vegetative communities.*
All of the communities on the west side of Carson City are critical winter range for mule deer. By effectively lowering the average age of the vegetation, this creates more browse opportunities for mule deer. As sage brush and bitterbrush age, their stem production is reduced and chemical changes within the plants make them almost inedible to mule deer. Since disturbance from fire and grazing has been limited, these types of projects are critical in restoring degraded ecosystems around Carson City.

3. Improves sustainability of the multijurisdictional 10-year plans, environment, and financial resources.

- A. *The Project will:*
1. *Improve the sustainability of the forest health and ecosystem function (e.g. stand density, desired species mix and age, tree health, etc.)*
There is a large accumulation of fuels within the communities along the west side of Carson City causing hazardous fuel conditions and a degraded ecosystem not functioning at its peak. By creating defensible space and removing dead and downed material, creating space between tree and brush we are trying to mimic the effects of natural disturbance. Natural disturbance creates interspaces between widely spaced brush and trees where grasses and forbs can establish. This increases biodiversity and increases the productivity of the entire ecosystem.

2. Improve the habitat for sensitive species and Threatened and Endangered species. Includes mitigation and/or minimization measures when treatment in sensitive habitat is unavoidable.

There are several species that are of concern that could benefit from this project. None are known to inhabit the project area now, but ongoing monitoring pre and post treatment could identify any of these species. By opening up dense dead and decadent vegetation and exposing the soil to sunlight, we never fully know what could sprout given the right conditions. If any of these species are identified before, during or after implementation, mitigation measures will be put in place to minimize the impact.

The result of no project could be catastrophic wildfire, which would result in bare mineral soil and possible cheat grass infestations. This would not be an environment that could sustain any of the species of concern.

3. Includes broadcast prescribed fire for resource management objectives for sustainable landscapes.

This program doesn't have a prescribed fire component. One of the intents of this program is to reduce homeowner pile burning. By reducing the number of backyard pile burns, we are reducing the changes of an escape that turns into a wildland fire.

B. The method of treatment is fiscally responsible for the project area by balancing resource objectives, values at risk, and cost per acre factors or cost-benefit analysis.

There are tremendous values at risk along the west side of Carson City. Two of our higher end communities, key winter range for mule deer and critical water infrastructure are just some of the vulnerable assets. Through the Round 16 funding we average \$160 per ton of material removed.

The aftermath of the 2004 Waterfall fire that swept along the west side of Carson City is still our worst case scenario for a wildfire. This single event destroyed 18 homes, 51 vehicles, including two fire apparatus, and caused an estimated \$23,500,000 in damages. These fuel breaks will significantly decrease the impacts of a wildfire in the future.

4. Demonstrates sound project management and quality control measures.

A. Project goals and implementation processes are clear, measurable, achievable, and demonstrable.

The goal is to collect 1000 tons of hazardous vegetation and reach as many residents as we can. All vegetation collected ends up at the landfill where it is weighed before it gets ground up into mulch. The mulch is then used in the local landscape industry.

B. Project proponent has the capacity to implement this project in a timely manner (contractor and staff availability, no backlog of current project, etc.) and within budget.

All the processes and procedures are currently in place and have been refined over the years, so this project will be carried out seamlessly.

C. Is a phase or related component to a previously funded project.

This program has been supported by other grants in the past, creating a phased program as residents are able to make several entry's into their landscape over the years. CCFD received Round 16 funding for this program.

D. Has identified committed non-SNPLMA sources of funding or in-kind contribution in the development and/or implementation of the project.

Carson City Fire Dept. will document the number of hours each landowner spends cutting and filling the collection bins. As the collection bins are dropped off, each landowner will get a packet of educational information. We estimate a minimum of 10 hours per trailer and 25 hours per dumpster of in-kind match. A low estimate for the number of hours each year would be 2,500 hours, which would be valued at over \$50,000 per year.

Project Location:



Project location: 39.173333°/ -120.799722°
Carson City, Nevada

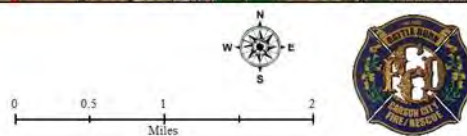
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Map:

Carson City Hazardous Fuels Collection SNPLMA Round 18 Nomination



- Legend**
-  City Boundary
 -  SNPLMA Box



Photos:



Photo #1 – 7’x12’ Fuels Collection Trailer. Carson City currently has 5 of these trailers which average 1000 lbs. of vegetation per trip.



Photo #2 – Carson City currently has 4, 20 cubic yd. dumpsters allocated to the Fuels Collection Program. These average 1.5 tons per trip.

Letters of Support:

None.



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: August 20, 2020

Staff Contact: Dave Ruben

Agenda Title: For Possible Action: Discussion and possible action regarding authorization for the Carson City Fire Department ("CCFD") to apply for a grant in the amount of \$147,290 from the Round 18 Southern Nevada Public Land Management Act (SNPLMA) through the Bureau of Land Management-Carson City Westside Hazardous Fuels Collection Project to fund the CCFD Trailer-Dumpster Program for six years. (Dave Ruben, druben@carson.org)

Staff Summary: Through the CCFD Trailer-Dumpster Program, CCFD provides to homeowners in Carson City trailers (7'X12") and roll-off dumpsters (20 cu. yds.) for homeowners to fill with vegetation removed to create defensible space around their home. The collection bins are offered free of charge, and are funded through this grant. The requested grant amount, if awarded, will provide funding for the Hazardous Fuels Collection Project over a six-year period.

Agenda Action: Formal Action / Motion

Time Requested: 10 minutes

Proposed Motion

I move to authorize CCFD to apply for the grant.

Board's Strategic Goal

Safety

Previous Action

November 17, 2016 - The Board authorized the acceptance of the Round 16 SNPLMA award of \$102,389.

Background/Issues & Analysis

A key component of both the National Cohesive Wildland Fire Management Strategy and the Nevada Wildland Fire Cohesive Strategy is management of wildland fuels. Every year, thousands of wildfires burn millions of acres, threatening neighborhoods, wildlife habitat, and watersheds. Using the Community Wildfire Protection Plan, CCFD identifies at risk areas. A part of CCFD's fire prevention and mitigation strategy is the removal of fuels at the wildland urban interface in order to decrease the threat of catastrophic wildland fire.

Through the CCFD Trailer-Dumpster Program, CCFD provides to homeowners in Carson City trailers (7'X12") and roll-off dumpsters (20 cu. yds.) for homeowners to fill with vegetation removed from their property to create defensible space around their home. The collection bins are offered free of charge as an incentive for homeowners to have adequate defensible space. It is estimated that the program will enable CCFD to collect 1000 tons of biomass over 6 years from the west side of Carson City. In 2019 alone, CCFD delivered over 400 trailers and 150 dumpsters, while collecting over 325 tons of vegetation.

The Fuels Collection Program has been an exemplary program in Carson City, and other fire departments have instituted similar programs in their jurisdictions. The program has grown every year without public advertising.

When given a way to get rid of the vegetation, homeowners are willing to create defensible space/survival space on their property and recommend that their neighbors do the same.

This grant has funded a large portion of the trailer program citywide in the past. The requested \$147,290, if awarded, will provide funding for the Hazardous Fuels Collection Project over a six-year period. There is no match required for the grant; however, it is anticipated that an additional \$300,000 will be generated as an in-kind match from homeowner labor.

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: 275 fund Grant Number to be determined.

Is it currently budgeted? No

Explanation of Fiscal Impact: If awarded, both revenues and expenses will be augmented by \$147,290. There is no match required; however, through labor and dump fees, homeowners are anticipated to provide an in-kind match of \$300,000.

Alternatives

Do not authorize CCFD to apply for the grant, which would remove the opportunity to receive funding for the project.

Attachments:

[Round 18 Schedule B Budget.pdf](#)

[SNPLMA Fuels Collection Map.pdf](#)

[Round 18 Haz Fuels Nomination Package Requirements Final.pdf](#)

Board Action Taken:

Motion: _____

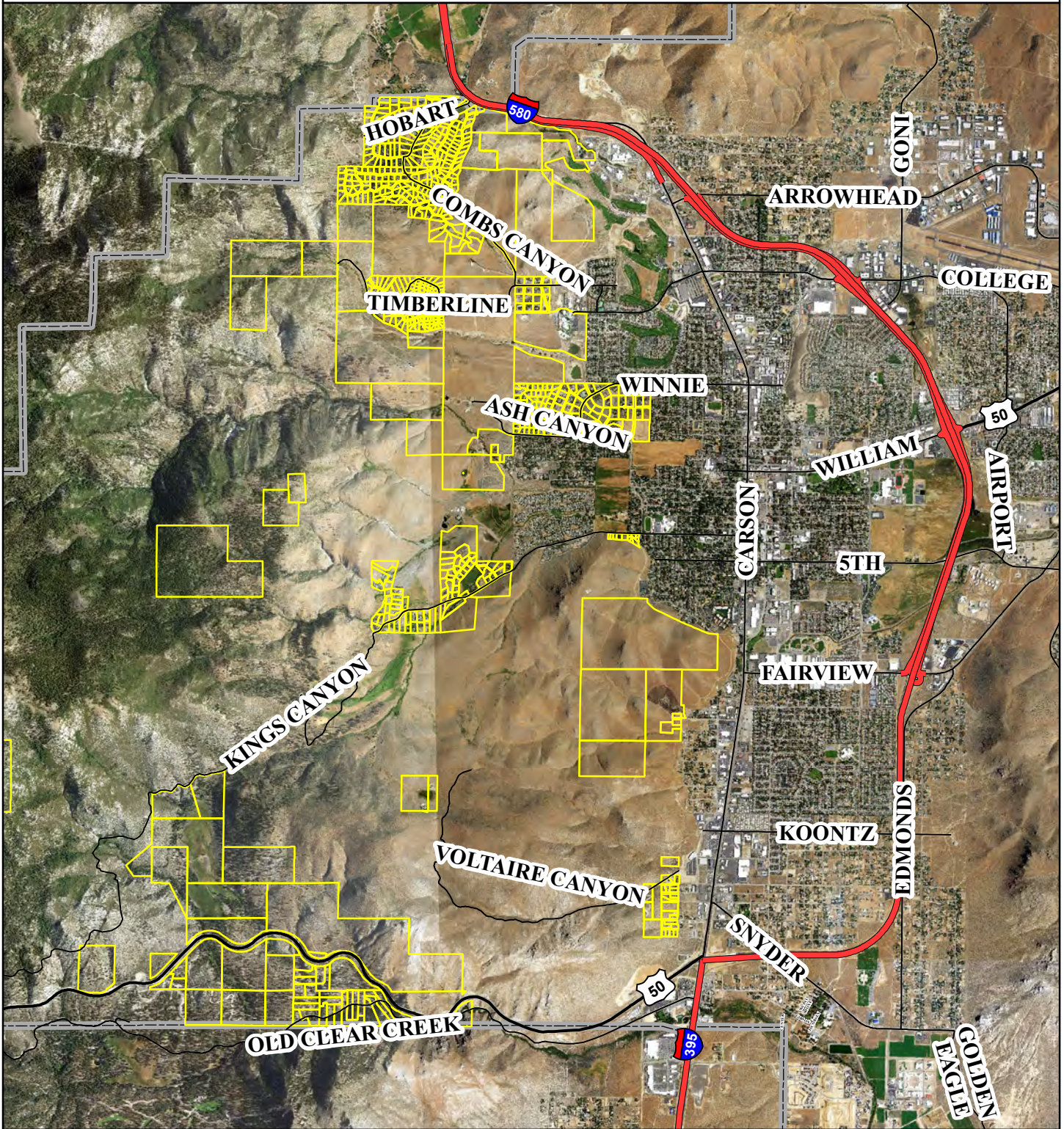
- 1) _____
- 2) _____

Aye/Nay



(Vote Recorded By)

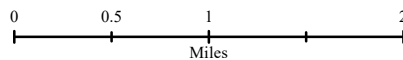
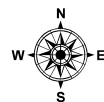
Schedule B			
HAZARDOUS FUELS REDUCTION AND FIRE PREVENTION			
ESTIMATED NECESSARY EXPENSES			
Project Name:	Carson City Westside Hazardous Fuels Collection		
Project #:		Priority #:	Agencies:
Prepared by:	Rodd Rummel		
Phone:	775-283-7161	Initial	<input type="checkbox"/>
Date:	8/5/2020	Updated	<input type="checkbox"/>
1. Planning & Environmental Documentation			
(Surveys/ reports for cultural, natural, biological, archaeological resources, NEPA documentation, etc)			
2. FWS Consultation - Endangered Species Act			
(direct expenses for FWS if consultation is required)			
3. Direct Federal Labor to Implement Project (Payroll)			
(Federal labor costs for completing the project)			
4. Project Equipment and/or Supplies/ Materials			
(include specialized equipment, supplies and materials not included in contracts/ agreements)		\$ 8,000.00	5%
5. Travel & Per Diem for Implementation			
6. Official Vehicle Use			
(Based on agencies procedures for use, fuel, equipment, and mileage charges)		\$ 58,648.00	40%
7. Contracts/Grants/Agreements to complete the project			
8. Other Direct and Contracted Labor			
Delivery Drivers and Scheduling Admin Staff		\$ 80,642.00	55%
9. Other Necessary Expenses - See Expanded Budget			
		\$ -	0%
TOTAL		\$ 147,290.00	100%
COMMENTS			

Carson City Hazardous Fuels Collection SNPLMA Round 18 Nomination



Legend

-  City Boundary
-  Eligible WUI Parcels



SNPLMA Round 18

Nomination Package Requirements for Hazardous Fuels Reduction and Wildfire Prevention

The Round 18 Nomination Period is July 16, 2020, through September 14, 2020.

Please read all instructions and requirements carefully.

Nominations which do not fully comply with these instructions, requirements, and due dates will be deemed incomplete and will not be accepted.

The first four sections of this document include information on eligibility, limitations, and general formatting and submittal requirements for consideration when developing a nomination proposal. The fifth section contains Conservation Initiatives specific requirements and an *outline to use for writing* the nomination proposal.

I. ELIGIBILITY REQUIREMENTS

The Southern Nevada Public Land Management Act as amended, Section 4(e)(3)(ix) directs funding from the special account to be expended for:

“. . . development and implementation of comprehensive, cost-effective, multi-jurisdictional hazardous fuels reduction and wildfire prevention plans (including sustainable biomass and biofuels energy development and production activities) for the Lake Tahoe Basin (to be developed in conjunction with the Tahoe Regional Planning Agency), the Carson Range in Douglas and Washoe Counties and Carson City in the State, and the Spring Mountains in the State, that are: (I) subject to approval by the Secretary; and (II) not more than 10 years in duration..”

Hazardous fuels reduction and wildfire prevention (HFRWP) projects may include project level planning, fuels reduction treatment activities, biomass utilization, and biofuels energy development and production activities.

HFRWP projects may be nominated by entities that are specifically named in the three multijurisdictional plans, and/or are signatories to those plans for projects on lands in the Lake Tahoe Basin, the Carson Range in Douglas and Washoe Counties and Carson City in Nevada and the Spring Mountains in Nevada.

II. ROUND 18 NOMINATION LIMITATIONS AND DIRECTION

A. Nominations are limited to three (3) submissions per entity per category, with two exceptions:

- The Hazardous Fuels Reduction and Wildfire Prevention (Fuels) category in

which eligible entities are limited to three submissions per entity per legislative area (the Lake Tahoe Basin, the Carson Range in Douglas and Washoe Counties and Carson City, and the Spring Mountains in Nevada).

- In the Parks, Trails, and Natural Areas (PTNA) category, the Executive Committee may consider additional nominations from Clark County.
- B. Interagency projects (those with two or more participating entities) must identify a lead agency.
- The lead agency must be qualified under the Focus List rules within the project category.
 - An interagency project nomination will count as one of the lead agency's three nominations.
 - Other entities may participate in the interagency project even if otherwise unqualified within the category under the Focus List rules.
 - No more than three (3) interagency projects per category for which any participating agency does not otherwise qualify to receive funding will be included in the Round 18 final recommendation for funding to the Secretary of the Interior.
- C. Entities are to limit nominations to the best value option for a viable project. That is, nominated projects are to be cost effective while maintaining quality. In addition, nominating entities are to ensure that the projected cost estimates are as accurate as possible.
- D. Except where provided by the SNPLMA legislation relative to the Eastern Nevada Landscape Restoration Project (ENLRP) category, nominations may not identify non-eligible Federal agencies, organizations or other entities as proposed to receive project funds through contracts and/or agreements to implement or assist in implementing the project.
- E. The Executive Committee emphasized that the SNPLMA Strategic Plan is a guiding document for all nominations in Round 18. The Executive Committee has identified three values on which to focus SNPLMA implementation over the next five years: sustainability, connectivity, and community. These three values will be applied in ranking of project nominations. **Therefore, every nomination must explain how the three values is/are promoted by the project and, if so, in what way.** In drafting the explanations, consider the following guidance:
- Implementation of the SNPLMA Program will contribute to the three values by emphasizing projects that:
 - Restore and protect healthy and resilient landscapes that connect important habitats and protect the integrity of the human and biological communities;
 - Provide outdoor recreation opportunities that improve the quality of life for the public and encourage interaction with nature; and
 - Incorporate durability, relevancy, and shared support to ensure benefits in the near and long term.
 - The above areas of emphasis are addressed through two redefined Goals in the Strategic Plan:
 - Goal 1: Sustain the quality of the outdoor environment by conserving, preserving, and restoring natural and cultural resources.

- Goal 2: Improve the quality of life for all publics in urban and rural communities by enhancing recreational opportunities that connect people with the outdoor environment.
- F. In addition to any maps that may be required under category-specific guidance, nominations are to include a map that supports the proposed benefits of the project relative to the Strategic Plan values of sustainability, connectivity, or community. For example, an Environmentally Sensitive Land Acquisition (Land Acquisition) claiming contribution to opening or maintaining access to a migratory corridor would include a map showing the location of the migratory corridor in relation to the nominated lands. ENLRP or Fuels projects would include a map showing other similar projects completed, planned, or underway in the same general area as a way of demonstrating connectivity of the projects over the landscape.

III. GENERAL FORMATTING AND SUBMITTAL REQUIREMENTS

- A. **Nomination period duration is 60 days, beginning Thursday July 16, 2020 and ending Monday September 14, 2020.** Nomination packages must be received by close of business, 4:30 p.m. Pacific Time on Monday September 14, 2020. Late submissions cannot be considered.
- B. All **Hazardous Fuels Reduction and Wildfire Prevention** nomination packages are to be submitted to:

Robert Taylor
 Program Manager
 Bureau of Land Management
 SNPLMA Division
 4701 N. Torrey Pines Dr.
 Las Vegas, NV 89130

Submit electronic nomination to:

r50taylo@blm.gov

- C. Submit one hard copy and one electronic copy of the nomination on a thumb drive. Text should be created in Microsoft® Word '97 (MS Word) or higher with a 1" margin on all sides in 12-point font size, printed single sided on 8-1/2" X 11" paper, including maps. The summary cost estimate and detailed cost estimates must be in Microsoft® Excel (Excel) format and provided on the same jump drive. The electronic version must match the hard copy version. Hard copies should be clipped, not stapled, hole-punched or bound.
- D. All images should be integrated into the MS Word document to create a single electronic document. Photographs should be grouped together, two per page, at the end of the document, rather than scattered throughout the text. Photographs and maps must be in .jpeg format and support letters should be in .pdf format. All pictures, maps, and letters should be included as separate files on the thumb drive and in their original format.
- E. All nomination packages, including the thumb drives, become the property of the BLM Southern Nevada District Division of SNPLMA Acquisition, Improvement and Conservation Programs (SNPLMA Division) and will not be returned.

- F. All instructions, requirements and due dates must be met for the nomination to be accepted. However, time permitting after the nomination due date, nominators will be notified if their nomination package is incomplete or otherwise does not meet the requirements and allowed additional time to provide missing or updated information. If missing information as identified and requested by the SNPLMA Program Manager is not received by the date requested, the nomination will not be accepted and will not be forwarded for consideration.
- G. Nomination package requirements for each category, which include the ranking criteria, can be found on the SNPLMA website at: <https://www.blm.gov/snplma> by clicking on “Round 18 Nomination Period.”

IV. ROUND 18 NOMINATION CONTENT REQUIREMENTS -- ALL CATEGORIES

- A. A cover page including the following:
 - 1. The submitting entity’s name and logo.
 - 2. The SNPLMA round and category.
 - 3. A brief project title which reflects and captures the nomination content.
 - 4. The amount requested.
 - 5. The project timeframe in years and months. Standard timeframes approved by the Executive Committee are: Land Acquisitions = 3 years; ENLRP = 4 years; Parks, Trails, and Natural Areas (PTNA), Capital Improvements, Multi-Species Habitat Plan (MSHCP), and Conservation Initiatives = 5 years; Fuels = 6 years. If the nomination proposes a longer timeframe than the standard for the category, the nomination must fully justify the scope and time required as opposed to scoping the project to be completed within the standard timeframe.
Do not indicate definitive dates in your application, as delays in processing funding instruments can affect your ability to initiate projects.
 - 6. A contact person/project manager with phone and e-mail.
 - 7. Latitude and longitude location reference point for purposes of locating the project area on a map on the SNPLMA website, using decimal degrees format (e.g. 36.879167° / -112.202778°).
- B. Nominations must clearly describe the relationship of the nominated project to previous phases and anticipated future phases, if any. Provide the estimated total cost of all phases of the project; confirm that the current nomination will result in a stand-alone, viable project and acknowledge that there is no guarantee or expectation of funding for future phases. The project title may only include the term “phase” when the project is a direct phase of a previously approved SNPLMA project, or if the project is the first phase of a series of stand-alone future nomination phases.
- C. Nominations are to address whether or not there will be contributed funds directly applicable to completion of the project within the timeframe and scope of the proposed project. Funds from other sources to complete work prior to the project or for post-completion activities such as operations and maintenance or later enhancements are not considered contributed funds.
 - 1. If either an in-kind or cash contribution is identified, a written commitment must be documented on official letterhead or stationery of the contributor and submitted as part of the nomination. In addition, the estimated costs on the Estimated Necessary Expense worksheet should reflect the amount of the contribution in the space

provided at the bottom of the form. Do not include the amount of contributed funds in the amount requested for the project.

2. In-kind contributions include volunteer labor, professional services, or contributed material and equipment. Project nominations that identify in-kind contributions must submit a breakdown of the valuation of these contributions. The breakdown of these contributions may include:
 - (1) Volunteer labor valuations should be computed at the rate used by the Department of the Interior, which is currently \$25.43 per hour;
 - (2) Salaried employees' actual hourly rates plus the value of any fringe benefits received;
 - (3) Actual costs for material, equipment, and supplies.

Agency/entity overhead costs may not be included in determining in-kind contributions.

D. **Nominations in all categories must contain a specific statement of the purpose of the project - that is a "Purpose Statement."** The purpose statement must be clear and specific following a "who, what, where, why" format that identifies:

- The eligible agency/entity that will carry out the project.
- The action to be taken (e.g., construction of a facility, park, or trail; refurbish picnic area "A;" restoration of a historic structure; excavation of a cultural site; acquisition of land; protection of paleontological resources; conduct environmental awareness training for educators; etc.).
- The physical location where the project will be carried out. The statement must identify the specific facility, physical plant, or other physical location within a specified area managed by the agency/entity ("management area") where the project will be carried out. Except for PTNA and Capital Improvements which may identify only one location, the nature of the category may result in the identification of multiple locations within a project area (e.g., a Conservation Initiative to monitor habitat for a given species at the two locations where it exists in Clark County; a Fuels project that covers multiple locations of invasive species within an identified project area, etc.).
- The outcome of the project (e.g., to improve visitor safety, to protect specified natural resources, to improve access).

E. Following the purpose statement, the nomination must then include the project deliverables as defined below. The purpose statement along with the deliverables identified to accomplish the purpose will be used to determine project completion and acceptability of future scope change requests. There are three categories of deliverables described below:

1. **Primary Deliverables: Primary deliverables are those that must be completed at a minimum in order to complete the project and accomplish the purpose.**

Identify the size, quantity, anticipated site and configuration, and whether or not those elements are contingent upon the final results of design, planning, cost estimates, public scoping or other studies, analyses, or reports.

♦ Examples:

- Reconstruction of recreation facility "A" to be compliant with federal and agency accessibility standards and/or restoration of habitat to proper function condition;

- Acquire title to Property “C,” approximately 250 acres with riparian habitat and wetlands of +/- 100 acres;
- Construct a non-motorized trail approximately 6 feet wide from point X to point Y.

2. **Anticipated Deliverables:** Anticipated deliverables are those that are desirable and beneficial, but not minimally necessary to completion of the proposed project and project purpose. Their inclusion will be based on the results of final planning, design, cost estimates, public scoping, or other studies, analyses, or reports. The cost estimate for the project should include the cost of completing anticipated deliverables that are likely to be included unless the results of such studies, analyses, or reports determine that they should not be developed. (See the first two examples below.)

The cost estimate should not include the cost of those anticipated deliverables that are planned for inclusion in the project only if sufficient funds remain after completing the primary deliverables. This is to avoid inflating project funding requests over the best-value option to address the cost of components/elements that are not necessary to completion of the project and project purpose. (See the third example below.)

♦ Examples:

- Reconstruction, upgrade or construct picnic facilities, with appropriate amenities in area “A” pending public scoping, the final environmental assessment and planning and design of facilities;
- Acquire water rights if available for Property “C” pending review of a water rights ownership report and determination of the quantity that can be put to beneficial use;
- Include lighting along the trail from point X to point Y if final cost estimates for construction allow inclusion within the amount requested to complete the project.

3. **Standard Deliverables:** Standard deliverables are those actions/activities that are generally accepted by the agency/entity, and/or by industry standards as necessary to complete the aforementioned Primary and Anticipated deliverables. Standard deliverables can be identified in the project work plan rather than in the nomination, but the cost of completing the standard deliverables must be reflected in the project cost estimate.

♦ Examples:

Deliverables which are typically addressed in the detailed cost estimate but not always identified as deliverables in the nomination that would be standard deliverables are:

- NEPA for a land acquisition (vs. NEPA that is a primary deliverable for other types of projects);
- Appraisal to determine market value of rights in land to be acquired;
- Boundary survey to determine acreage; and
- Surveys for trail construction.

Other examples that may not be line items in budget estimates or identified in the nomination but that must be completed to accomplish the Primary or Anticipated

Deliverables and therefore would be defined as tasks are:

- Public scoping;
- Developing scopes of work for contracts;
- Writing a request for bids;
- Submitting and obtaining management approval of project documents;
- Submittal for review and approval by agency management; and
- A specialist's review of project documents.

- F. Nominations in all categories should identify all relevant SNPLMA Performance Measures with a minimum of one. (For a copy of the Performance Measures access the SNPLMA website at <https://www.blm.gov/snplma> and click on the link for "Round 18 Nomination Period"). To meet this requirement, the nomination must describe accomplishments in the form of "outcomes and outputs" that are linked to specific Performance Measures. Use the following as an example:

Outcome: Increase visitor awareness and appreciation for the Mojave Desert through educational programs and products. Achieving the following outputs will accomplish this outcome:

- Output (Primary or Anticipated Deliverable): Conduct 15 education programs for teachers and students in Clark County. The SNPLMA Performance Measures include:
 - Performance Measure O7 – Number of Interpretive or Education Presentations Given and/or Community Events Participated in or Hosted (each presentation is reported as one unit).
 - Performance Measure O5 – Number of Outreach Contacts Made (each individual reached is reported as one unit).
 - Output (Primary or Anticipated Deliverable): Update 5 visitor center static displays by replacing/upgrading them with multi-media interactive displays. The SNPLMA Performance Measure is:
 - Performance Measure O6 – Number of New Interpretive or Education Publications/Signs/Kiosks/Displays/etc. Produced (each item produced is reported as one unit).
- G. Identify the level of readiness for the project in terms of existing SNPLMA projects and their progress/status, staffing, resources, NEPA, initial planning, inter-agency coordination, SHPO consultation, identification of funding and responsibility for operations and maintenance once completed, etc. that will allow your agency/entity to request funds and begin implementing the project within one year of special account funds notice. The Executive Committee may look favorably at projects that are most prepared to begin implementation.
- H. **ALL PARTNERS - Compliance with Departmental/Agency Priorities and Strategic Goals:** Nominations must describe which of the following Departmental/Agency Priorities and Strategic Goals the nomination meets, what will be done, and how the nominated project will achieve the Priority and Strategic Goal.

1. Department of the Interior Priorities:

- a) Create a conservation stewardship legacy second only to Teddy Roosevelt.
- b) Sustainably develop our energy and natural resources.
- c) Restore trust and be a good neighbor.
- d) Ensure the tribal sovereignty means something.
- e) Increase revenues to support the Department and national interests.
- f) Protect our people and the border.
- g) Strike a regulatory balance.
- h) Modernize our infrastructure.
- i) Reorganize the Department for the next 100 years.
- j) Achieve our goals and lead our team forward.

2. U.S. Forest Service Priorities:

- a) Uplifting and empowering our employees through a respectful, safe working environment.
- b) Being good neighbors and providing excellent customer service.
- c) Promoting shared stewardship by increasing partnerships and volunteerism.
- d) Improving the condition of forests and grasslands.
- e) Enhancing recreation opportunities, improving access, and sustain infrastructure.

3. Other Departmental/Agency Priorities and Strategic Goals: Describe any other departmental/agency priorities and/or strategic goals that apply to the nomination and are not listed above.

I. ALL PARTNERS – Consistency with Executive Orders (EO) and Secretarial Orders (SO): The proposed project must comply with the purpose of the following EO and SOs, where appropriate. Identify applicable EO and/or SO and provide detailed information of how the proposed project meets the purpose of the EO and/or SO:

1. EO No. 13855 Promoting Active Management of America’s Forests, Range Lands to Improve Conditions and Reduce Wildfire Risk

It is the policy of the United States to protect people, communities, and watersheds, and to promote healthy and resilient forests, rangelands, and other Federal lands by actively managing them through partnerships with States, tribes, communities, non-profit organizations, and the private sector. The Secretaries of Interior and Agriculture each shall implement the following policies in their respective departments:

- 1. Shared Management Priorities. The goal of Federal fire management policy for forests, rangelands, and other Federal lands shall be to agree on a set of shared priorities with Federal land managers, States, tribes, and other landowners to manage fire risk across landscapes.
- 2. Coordinating Federal, State, Tribal, and Local Assets. Wildfire prevention and suppression and post-wildfire restoration require a variety of assets and skills across landscapes. Federal, State, tribal, and local governments should coordinate the deployment of appropriate assets and skills to restore our landscapes and communities after damage caused by fires and to help reduce hazardous fuels

through active forest management in order to protect communities, critical infrastructure, and natural and cultural resources

3. Removing Hazardous Fuels, Increasing Active Management, and Supporting Rural Economies. Post-fire assessments show that reducing vegetation through hazardous fuel management and strategic forest health treatments is effective in reducing wildfire severity and loss. Actions must be taken across landscapes to prioritize treatments in order to enhance fuel reduction and forest-restoration projects that protect life and property, and to benefit rural economies through encouraging utilization of the by-products of forest restoration

DOI AND USDA FS shall:

- Reduce fuel loads
- Protect water quality and mitigate severe flooding and erosion for forest fires.
- Increase forest health treatments
- Implement road maintenance to provide access for emergency service/restoration work

The Secretaries shall also refine and develop performance metrics to better capture the risk reduction benefits achieved through application of these management tools.

2.SO No. 3347: Conservation Stewardship and Outdoor Recreation

The Department of the Interior is entrusted with overseeing Federal lands for the benefit of current and future generations. This includes advancing conservation stewardship and increasing outdoor recreation opportunities, including hunting and fishing, for all Americans. The purpose of this Order is to enhance conservation stewardship, increase outdoor recreation, and improve the management of game species and their habitat.

3.SO No. 3356: Hunting, Fishing, Recreational Shooting, and Wildlife Conservation Opportunities and Coordination with States, Tribes and Territories

This Order continues the Department of the Interior’s efforts to enhance conservation stewardship; increase outdoor recreation opportunities for all Americans, including opportunities to hunt and fish; and improve the management of game species and their habitats for this generation and beyond. It directs several components of the Department to assess past and ongoing implementation of the recommendations set forth in Executive Order 13443, “Facilitation of Hunting Heritage and Wildlife Conservation,” to inform how best to enhance and expand public access to lands and waters administered by the Department – lands and waters owned by all Americans – for hunting, fishing, recreational shooting, and other forms of outdoor recreation. In addition, this Order gives greater priority to recruiting and retaining sportsmen and women conservationists, with an emphasis on engaging youth, veterans, minorities, and underserved communities that traditionally have low participation in outdoor recreation activities. Finally, this Order directs greater collaboration with state, tribes, and territorial partners.

4.SO No. 3362: Improving Habitat Quality in Western Big-Game Winter Range and Migration Corridors

This Order directs appropriate bureaus within the Department of the Interior (Department) to work in close partnership with the States of Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming to enhance and improve the quality of big-game winter range and migration corridor habitat on Federal lands under the management jurisdiction of this Department in a way that recognizes state authority to conserve and manage big-game species and respects private property rights. Through scientific endeavors and land management actions, wildlife such as Rocky Mountain Elk (elk), Mule Deer (deer), Pronghorn Antelope (pronghorn), and a host of other species will benefit. Additionally, this Order seeks to expand opportunities for big-game hunting by improving priority habitats to assist states in their efforts to increase and maintain sustainable big game populations across western states.

5. SO No. 3366: Increasing Recreational Opportunities on Lands and Waters Managed by the U.S. Department of the Interior

The purpose of this Order is to ensure public lands and waters under the management and administration of the U.S. Department of the Interior are open and accessible for recreational pursuits by all Americans and visitors to the United States.

6. SO No. 3370: Conservation Stewardship and Increasing Public Access to Urban National Wildlife Refuges

This Order directs the U.S. Fish and Wildlife Service (FWS) and other appropriate Bureaus within DOI to carry out the Secretary's priorities, including: restoring trust in the stewardship legacy second only to that of President Theodore Roosevelt, Jr.; and encouraging and assisting Americans, particularly those who live in urban areas, to experience the outdoors within their local communities. Urban National Wildlife Refuge are units of the National Wildlife Refuge System that have a population center of at least 250,000 people within 25 miles of their boundaries. The FWS established the Urban Wildlife Conservation Program to inspire Americans to connect with nature and the outdoors to become stewards of the environment and empower local organizations, cities, and towns across the country to support innovative, community-based conservation.

7. SO No. 3372: Reducing Wildfire Risks on Department of the Interior Land Through Active Management

The Purpose of this Order is intended to enhance the Department of the Interior's management of Federal lands to: (1) better protect people, communities, wildlife habitat, and watersheds by actively managing lands to reduce the risk of catastrophic wildfire; and (2) promote the sustainable recovery of damaged lands. Further, it is intended to ensure that the American people receive the maximum benefits from new and existing regulatory mechanisms designed to reduce the impacts of catastrophic wildfire.

8. SO No. 3373 Evaluating Public Access in Bureau of Land Management Public Land Disposals and Exchanges

This Order ensures that recreational public access is an important value now and into the future as the Bureau of Land Management (BLM) makes decisions

involving the disposal or exchange of lands. Public access for purposes of this Order should be construed broadly as publicly available access to Federal or State lands. This Order will ensure that by early assessment of proposed BLM disposals, access for hunting, fishing, and other outdoor recreation will be an important consideration and that the accessibility of Federal land and waters managed by the Department is a consideration of any disposal or exchange of land and interests in lands, consistent with applicable law.

9. SO No. 3374 Implementation of the John D. Dingell, Jr. Conservation, Management and Recreation Act

This Order establishes a Departmental task force to facilitate and prioritize the Department of the Interior's (Department) timely implementation of the John D. Dingell, Jr. Conservation, Management, and Recreation Act. It also clarifies Departmental roles and responsibilities to accomplish this goal.

10. SO No. 3376 Increasing Recreational Opportunities through the use of Electric Bikes

This Order is intended to increase recreational opportunities for all Americans, especially those with physical limitations, and to encourage the enjoyment of lands and waters managed by the Department of the Interior. This Order simplifies and unifies regulation of electric bicycles (e-bikes) on Federal lands managed by the Department of the Interior and also decreases regulatory burden.

11. Other Secretarial Order(s) and Directive(s): Describe any other Secretarial Order(s) and Directive(s) that apply to the nomination and are not listed above.

NOTE: The Partners Working Group and the Executive Committee will be provided with SNPLMA database information on past performance, projects of concern, and the Focus list which will be factored into decisions for funding recommendations.

V. HAZARDOUS FUELS REDUCTION AND WILFIRE PREVENTION CATEGORY SPECIFIC REQUIREMENTS

- B. Interagency nomination packages are to be coordinated between the participating agencies. A lead agency must be identified and all participating agencies must be included on the cover page. (*Note: Interagency nominations are all projects involving more than one implementing Federal agency regardless of SNAP affiliation.*)
- C. Interagency nomination packages require letters or statements of support from all participating agencies.
- D. Include the proposed project budget. For interagency projects include a breakdown of the amounts to be allocated to each participating agency. Nominations must include a completed Estimated Necessary Expenses worksheet (attachment 1) and a completed Detailed Cost Estimate worksheet which covers expenses over the life of the project (attachment 2).

- E. A map printed on 8 ½” x 11” paper depicting the location of the nomination, if applicable. If the nomination has numerous project sites in a wide area of operations (NRA, NCA, Wilderness Area, Refuge, etc.), submit a single map, if possible, with sufficient detail to identify the project location(s).
- F. Identify the Congressional District Number(s) in which the project is located. A map of congressional districts can be found here (site does not display properly with Internet Explorer): <https://www.govtrack.us/congress/members/NV>.
- G. Narrative addressing the following:
1. Background information and need for the project.
 2. A description of the project implementation process.
 1. Must include discussion on the methods and techniques the agency(ies) plan to use to disseminate the results of the proposed project including survey results, educational and research formats, data, processes, etc., to other Federal and non-Federal entities within Nevada and elsewhere.
 3. How the project meets each of the SNPLMA Conservation Initiatives ranking criteria and factors (attachment 3).
- H. ***Outline to Use for Writing the Nomination Proposal:*** Nomination Packages for Conservation Initiatives should follow the format outlined below to ensure that they meet all requirements, general and category specific. Refer to the previous sections for more detail.
1. Cover page (section V.A.)
 2. Purpose statement (section IV.D.)
 1. Who is the responsible/lead agency and partner agencies (if any)?
 2. What will be accomplished and how will completion be determined?
 3. Where the project/work is located?
 4. When will the project be initiated and how will we know it is complete?
 3. Background information and need for the project (V.F.i.)
 1. Explain how project addresses the three Executive Committee values (section II D.):
 - a. sustainability,
 - b. connectivity, and
 - c. community
 4. Project timeframe in years and months (section IV.A.)
 5. Location of the project, including required maps (section IV.A.vii, IV.D., V.D.)
 6. Project deliverables (section IV.E.)
 1. Primary
 2. Anticipated
 3. Standard
 7. Relevant performance measures (section IV.H.)
 8. A description of the project implementation process (section V.F.ii.)
 9. Level of readiness for project implementation (section IV.I.)
 10. Relationship to previous phases and anticipated future phases (section IV.B.) *Each phase must be a completed project with clearly defined*

deliverables.

11. Proposed project budget (section V.C.)
 1. If this is a phased project, what is the cost of this phase and the total cost of all phases?
 2. Identify non-SNPLMA sources of funding or in-kind contributions (section IV.C.)
 - a. *Attach supporting commitment letter on agency/entity letterhead*
 3. Discuss how the proposal represents the best value option for a viable project (section II.C.)
12. Conservation Initiatives Ranking Criteria (section V.F.iii.)
13. Letters or statements of support (sections III.D. and V.B.)

ATTACHMENT A

Executive Orders, Secretarial Orders, DOI Priorities, and U.S. Forest Service Priorities (PDF document available for download on www.blm.gov/snplma/Round 18 Nomination Period

ATTACHMENT B

Round 18 Hazardous Fuels and Wildfire Prevention Ranking criteria

HAZARDOUS FUELS AND WILDFIRE PREVENTION RANKING CRITERIA

Four criteria will be used by the subgroup to evaluate, score and rank nominations in this category. Planning projects are evaluated on the anticipated results and methodology of the resultant project. The subgroup reserves the right to elevate the top ranking project from each geographic area in its recommendation. The total points available for each criteria is shown to the right of the criteria. The factors used to score the criteria are listed below it with the points available for each factor. The factor scores are cumulative to make up the total points available for each criteria. Unless otherwise indicated in the factor, score each factor on a sliding scale.

1. Improves the community within and/or adjacent to the project area.	Points = 25
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Factors:

A. Addresses immediate public health and safety and community infrastructure.	
1. Project is within the Defense Zone, generally an area within 0.25 mile of life and property, as depicted by the most current Wildland Urban Interface (WUI) map in the applicable plan.	15
2. Project is within the Threat Zone, generally an area between 0.25 mile and 1.50 miles of life and property, as depicted by the most current WUI map in the applicable plan.	10
3. Project is within the general forest or other lands beyond the WUI (generally greater than 1.5 miles from life and property), as depicted by the most current map in the applicable plan.	5
B. Promotes protection of source water (rivers and lakes) or municipal watersheds.	5
C. Project includes education and outreach to the community on Living with Fire or Fire Adapted Communities and/or the importance of fuels reduction on federal, state, and local government land.	5

Select the most appropriate Factor (A1, A2, A3) and award all points indicated. Score Factors B and C on a sliding scale.

2. Improves the connection of fuels reduction activities and wildlife habitat.	Points = 30
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Factors:

A. Project connects previously treated areas to create or increase contiguous blocks of treated land.	10
B. Project protects or enhances wildlife habitat and/or resilient vegetative communities.	10
C. Project enhances the effectiveness of other treatments in progress or complete.	10

3. Improves sustainability of the multijurisdictional 10-year plans, environment, and financial resources.	Points = 25
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Factors:

A. The project will:	
1. Improve the sustainability of the forest health and ecosystem function (e.g. stand density, desired species mix and age, tree health, etc.)	8
2. Improve habitat for sensitive species and Threatened and Endangered species. Includes mitigation and/or minimization measures when treatment in sensitive habitat is unavoidable.	7
3. Include broadcast prescribed fire for resource management objectives for sustainable landscapes.	5
B. The method of treatment is fiscally responsible for the project area by balancing resource objectives, values at risk, and cost per acre factors or cost-benefit analysis.	5

4. Demonstrates sound project management and quality control measures	Points = 20
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Factors:

A. Project goals and implementation processes are clear, measurable, achievable, and demonstrable.	5
B. Project proponent has the capacity to implement this project in a timely manner (contractor and staff availability, no backlog of current projects, etc.) and within budget.	5
C. Is a phase or related component to a previously funded project.	5
D. Has identified committed non-SNPLMA sources of funding or in-kind contribution in the development and/or implementation of the project.	5

Total Possible Points	100
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Departmental/Agency Orders, Goals, Directives, Priorities and Goals: Nominating entities do not respond to the following criteria. These criteria will be answered Yes, No, or NA by the Subgroup for ranking purposes.

<p>5. ADVANCES THE AGENCY/ENTITY PRIORITIES/GOALS The proposed project specifically identifies what and how the nomination/project meets the priorities and strategic goals for their respective agency.</p> <p>(This is scored as Yes, No, or NA. Nominations that have not adequately described what priorities and strategic goals they will meet and how they will meet the priorities and strategic goals will not be recommended for funding)</p>	<p>Points = XX</p> <p>(max possible points NA)</p>
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Factors:

<p>A. Meets one or more of the Department of the Interior Priorities below:</p> <ol style="list-style-type: none"> 1. Create a conservation stewardship legacy second only to Teddy Roosevelt. 2. Sustainably develop our energy and natural resources. 3. Restore trust and be a good neighbor. 4. Ensure that tribal sovereignty means something 5. Increase revenues to support the Department and national interests. 6. Protect our people and the border. 7. Strike a regulatory balance. 8. Modernize our infrastructure 9. Reorganize the Department for the next 100 years. 10. Achieve our goals and lead our team forward. 	<p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p> <p><input type="checkbox"/> NA</p>
<p>B. Meets one or more of the U.S. Forest Service priorities below:</p> <ol style="list-style-type: none"> 1. Uplifting and empowering our employees through a respectful, safe working environment. 2. Being good neighbors and providing excellent customer service. 3. Promoting shared stewardship by increasing partnerships and volunteerism. 4. Improving the condition of forests and grasslands. 5. Enhancing recreation opportunities, improving access, and sustain infrastructure. 	<p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p> <p><input type="checkbox"/> NA</p>

<p>6. CONSISTENCY WITH EXECUTIVE (EO) AND SECRETARIAL ORDERS (SO) The proposed project specifically identifies what and how the nomination/project meets the EO and/or SOs.</p> <p>(This is scored as Yes or No. Nominations that have not adequately described how the nomination complies with the EO and/or SOs will not be recommended for funding)</p>	<p>Points = XX</p> <p>(max possible points NA)</p>
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Factors:

<p>EO No. 13855 Promoting Active Management of America’s Forests, Range Lands to Improve Conditions and Reduce Wildfire Risk</p> <p>It is the policy of the United States to protect people, communities, and watersheds, and to promote healthy and resilient forests, rangelands, and other Federal lands by actively managing them through partnerships with States, tribes, communities, non-profit organizations, and the private sector. The Secretaries of Interior and Agriculture each shall implement the following policies in their respective departments:</p> <ol style="list-style-type: none"> 4. Shared Management Priorities. The goal of Federal fire management policy for forests, rangelands, and other Federal lands shall be to agree on a set of shared priorities with Federal land managers, States, tribes, and other landowners to manage fire risk across landscapes. 5. Coordinating Federal, State, Tribal, and Local Assets. Wildfire prevention and suppression and post-wildfire restoration require a variety of assets and skills across landscapes. Federal, State, tribal, and local governments should coordinate the deployment of appropriate assets and skills to restore our landscapes and communities after damage caused by fires and to help reduce hazardous fuels through active forest management in order to protect communities, critical infrastructure, and natural and cultural resources 6. Removing Hazardous Fuels, Increasing Active Management, and Supporting Rural Economies. Post-fire assessments show that reducing vegetation through hazardous fuel management and strategic forest health treatments is effective in reducing wildfire severity and loss. Actions must be taken across landscapes to prioritize treatments in order to enhance fuel reduction and forest-restoration projects that protect life and property, and to benefit rural economies through encouraging utilization of the by-products of forest restoration <p>DOI AND USDA FS shall:</p> <ul style="list-style-type: none"> • Reduce fuel loads • Protect water quality and mitigate severe flooding and erosion for forest fires. • Increase forest health treatments • Implement road maintenance to provide access for emergency service/restoration work <p>The Secretaries shall also refine and develop performance metrics to better capture the risk reduction benefits achieved through application of these management tools.</p>	<p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p> <p><input type="checkbox"/> NA</p>
<p>SO No. 3347: Conservation Stewardship and Outdoor Recreation</p> <p>The Department of the Interior is entrusted with overseeing Federal Lands for the benefit of current and future generations. This includes advancing conservation stewardship and increasing outdoor recreation opportunities, including hunting and fishing, for all Americans. The purpose of this Order is to enhance conservation stewardship, increase outdoor recreation, and improve the management of game species and their habitat.</p>	<p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p> <p><input type="checkbox"/> NA</p>

<p>SO No. 3356: Hunting, Fishing, Recreational Shooting, and Wildlife Conservation Opportunities and Coordination with States, Tribes and Territories</p> <p>This Order continues the Department of the Interior’s efforts to enhance conservation stewardship; increase outdoor recreation opportunities for all Americans, including opportunities to hunt and fish; and improve the management of game species and their habitats for this generation and beyond. It directs the Department to assess past and ongoing implementation of the recommendations set forth in Executive Order 13443, “Facilitation of Hunting Heritage and Wildlife Conservation,” to inform how best to enhance and expand public access to lands and waters administered by the Department – lands and waters owned by all Americans – for hunting, fishing, recreational shooting, and other forms of outdoor recreation. In addition, this Order gives greater priority to recruiting and retaining sportsmen and women conservationists, with an emphasis on engaging youth, veterans, minorities, and underserved communities that traditionally have low participation in outdoor recreation activities. Finally, this Order directs greater collaboration with state, tribes, and territorial partners.</p>	<p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p> <p><input type="checkbox"/> NA</p>
<p>SO No. 3362: Improving Habitat Quality in Western Big-Game Winter Range and Migration Corridors</p> <p>This Order directs appropriate bureaus within the Department of the Interior (Department) to work in close partnership with the States of Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming to enhance and improve the quality of big-game winter range and migration corridor habitat on Federal lands under the management jurisdiction of this Department in a way that recognizes state authority to conserve and manage big-game species and respects private property rights. Through scientific endeavors and land management actions, wildlife such as Rocky Mountain Elk (elk), Mule Deer (deer), Pronghorn Antelope (pronghorn), and a host of other species will benefit. Additionally, this Order seeks to expand opportunities for big-game hunting by improving priority habitats to assist states in their efforts to increase and maintain sustainable big game populations across western states.</p>	<p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p> <p><input type="checkbox"/> NA</p>
<p>SO No. 3366: Increasing Recreational Opportunities on Lands and Waters Managed by the U.S. Department of the Interior</p> <p>The purpose of this Order is to ensure public lands and waters under the management and administration of the U.S. Department of the Interior are open and accessible for recreational pursuits by all Americans and visitors to the United States.</p>	<p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p> <p><input type="checkbox"/> NA</p>

<p>SO No. 3370 Improving Conservation Stewardship and Increasing Public Access to Urban National Wildlife Refuges</p> <p>The Department of the Interior (DOI) is highlighting Urban National Wildlife Refuges and conservation stewardship on public lands and waters under its jurisdiction. This Order directs the U.S. Fish and Wildlife Service (FWS) and other appropriate Bureaus within DOI to carry out the Secretary's priorities by increasing access and providing safe, welcoming, and inclusive environments for outdoor recreational opportunities focused on encouraging all Americans and visitors to the United States to visit and participate in activities on the more than 100 urban national wildlife refuges through actions that support wildlife conservation and SOs 3347, 3356, and 3366.</p>	<p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p> <p><input type="checkbox"/> NA</p>
<p>SO No. 3372 Reducing Wildfire Risks on Department of the Interior Land Through Acting Management</p> <p>This Order is intended to enhance the Department of the Interior's management of Federal lands to: (1) better protect people, communities, wildlife habitat, and watersheds by actively managing lands to reduce the risk of catastrophic wildfire; and (2) promote the sustainable recovery of damaged lands. Further, it is intended to ensure that the American people receive the maximum benefits from new and existing regulatory mechanisms designed to reduce the impacts of catastrophic wildfire.</p>	<p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p> <p><input type="checkbox"/> NA</p>
<p>SO No. 3373 Evaluating Public Access in Bureau of Land Management Public Land Disposals and Exchanges</p> <p>This Order ensures that recreational public access is an important value now and into the future as the Bureau of Land Management (BLM) makes decisions involving the disposal or exchange of lands. Public access for purposes of this Order should be construed broadly as publicly available access to Federal or State lands. This Order will ensure that by early assessment of proposed BLM disposals, access for hunting, fishing, and other outdoor recreation will be an important consideration and that the accessibility of Federal land and waters managed by the Department is a consideration of any disposal or exchange of land and interests in lands, consistent with applicable law.</p>	<p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p> <p><input type="checkbox"/> NA</p>
<p>SO No. 3374 Implementation of the John D. Dingell, Jr. Conservation, Management and Recreation Act</p> <p>This Order establishes a Departmental task force to facilitate and prioritize the Department of the Interior's (Department) timely implementation of the John D. Dingell, Jr. Conservation, Management, and Recreation Act. It also clarifies Departmental roles and responsibilities to accomplish this goal.</p>	<p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p> <p><input type="checkbox"/> NA</p>

<p>SO No. 3376 Increasing Recreational Opportunities through the use of Electric Bikes</p> <p>This Order is intended to increase recreational opportunities for all Americans, especially those with physical limitations, and to encourage the enjoyment of lands and waters managed by the Department of the Interior. This Order simplifies and unifies regulation of electric bicycles (e-bikes) on Federal lands managed by the Department of the Interior and also decreases regulatory burden.</p>	<p><input type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p> <p><input type="checkbox"/> NA</p>
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ATTACHMENT C

Detailed Cost Estimate Worksheet

Attach the detailed cost estimate sheets along with the EXCEL file on a jump drive



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: February 2, 2023

Staff Contact: Sean Slamon, Fire Chief

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed reclassification of the Wildland Fuels Management Officer position (currently Unclassified, P601) to the position of Fuels Management Grants Administrator (Classified, P202). (Sean Slamon, sslamon@carson.org)

Staff Summary: The Carson City Fire Department's ("CCFD") Wildland Fuels Management Officer position is currently vacant. This item seeks authorization to reclassify that Wildland Fuel Management Officer position to a Fuels Management Grants Administrator position. The reclassified position will be non-exempt under the Fair Labor Standard Act ("FLSA") and will manage planning and reporting activities for CCFD's wildland fuels grants with no supervisory duties.

Agenda Action: Formal Action / Motion

Time Requested: 10 minutes

Proposed Motion

I move to reclassify the Wildland Fuel Management Officer position to a Fuels Management Grants Administrator position.

Board's Strategic Goal

Efficient Government

Previous Action

February 17, 2022 (17A): The Board of Supervisors ("Board") recognized a new bargaining unit for grant-funded CCFD employees performing wildland fuel reduction work ("Wildland Group"). The Wildland Group includes the Wildland Fuels Management Officer.

Background/Issues & Analysis

The Wildland Fuels Management Officer position is currently a FLSA-exempt management position that was created when the City received funds in 2016 under the Southern Nevada Public Land Management Act ("SNPLMA") grant for fuels reduction programs. The position was originally created to manage and administer the SNPLMA grant with the duties of grant reporting and direct supervision of the seasonal firefighters employed under the grant.

However, CCFD's wildland fuels management program has grown considerably in recent years with the addition of grant and contract funding for fuels reduction programs through the Nevada Division of Forestry ("NDF") and NV Energy ("NVE").

With the increase in the grant program activities under SNPLMA, NDF's program and NVE's program, there is a need for this position to focus completely on project oversight and grant reporting activities, with no supervisory duties. The Wildland Fuel Management Officer is an unclassified position, and the pay range is \$27.2209 to

40.8311 per hour without overtime eligibility. If the position is reclassified, it would become a classified position with a pay range of \$29.9434-\$44.9148 per hour with overtime eligibility.

These grants fully support a full-time Wildland Fuels Management Officer position, which is currently vacant, and they would continue to cover the cost of the salary and benefits for the reclassified position. The reclassified position would remain part of the Wildland Group.

Applicable Statute, Code, Policy, Rule or Regulation

Carson City Charter, § 2.330

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: 2752505 Grant Fund, grant number to be established in MUNIS if the Board approves acceptance of grant.

Is it currently budgeted? No

Explanation of Fiscal Impact: Wages \$82,835 and Benefits \$37,275 to be covered by SNPLMA Grant.

Alternatives

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

Attachments:

[Fuels Management Grants Administrator \(Final\).pdf](#)

Board Action Taken:

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

(Vote Recorded By)



JOB DESCRIPTION

JOB TITLE: Fuels Management Grants Administrator

FLSA: Non-exempt

DEPARTMENT: Fire

GRADE: P201/P202

REPORTS TO: Battalion Chief

PCN: TBD

DATE: Dec. 2022

SUMMARY OF JOB PURPOSE:

Under general supervision, performs a variety of professional and technical duties involved in grant oversight, administration, and procurement of services for funding granted to the Fire Department for fuel reduction projects on public and private property; develops work flow/work plans for fuels reduction projects; and participates in public awareness events.

***This is a grant funded position and as such the incumbent is responsible for knowing and abiding by the rules of the grant. This position will continue to be funded as long as the grant is renewed. ***

ESSENTIAL FUNCTIONS:

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbent(s) may be expected to perform job-related duties other than those contained in this document and may be required to have specific job-related knowledge and skills.

- Identifies grant funding needs, researches, and maintains information on available federal, state, local and private grant funding sources to maximize funding opportunities available to the Department, prepares and submits grant applications, ensures grant compliance and accountability; and implements and monitors grant funded projects.
- Performs assessments of public and private property related to hazardous fuels.
- Educates property owners on hazardous fuel reduction methods, codes, and ordinances.
- Coordinates disposal/removal of biomass from hazardous sites and enforces fire prevention codes and ordinances for defensible space.
- Develops fuel reduction plans and prescriptions, creates project work schedules and provides oversight and documentation of the work required in the plans; provides guidance and direction to the staff members to ensure project plans are completed within the grant requirements; confirms work is completed by staff and/or contractors on-time and in accordance with the plans.
- Monitors, evaluates, and provides recommendations for appropriate vegetation resource protection and use.
- Develops and administers contracts for fuels reduction projects with consultants and contractors; inspects and approves work performed for compliance.
- Develops and administers grants for fuels reduction and vegetation management projects.

This job description indicates, in general, the nature and levels of work, knowledge, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required.

- Administers procedures for the receipt of program funds from various funding sources; and creates required reports.
- Plans for and coordinates grant reporting processes and prepares and submits required grant performance reports to granting agencies.
- Researches, monitors, and coordinates fiscal compliance activities; maintains respective compliance requirements; provides current information to the Department to work towards the goal of zero single audit findings.
- Utilizes a community support network and meets with representatives of government bodies, local businesses, other groups or organizations to develop best practices, promote program objectives, develop new programs and solicit participation, efficiently utilizing available expertise.
- Reviews funding requests and coordinates the review process, as needed.
- Develops, monitors and maintains grant project tracking systems to ensure timely preparation of grant reimbursement remittances and compliance with grant requirements.
- Maintain a variety of files and records related to grant/program activities; prepare financial, statistical and operational reports for compliance with grant requirements.
- Prepare and recommend the program budget, make recommendations for space utilization and purchase equipment and supplies; approve expenditures and monitor budget accounts.
- Perform grant reconciliation and projections.
- Assists in all audit requirements for the City and sub-grantees.
- Answers any inquiries relating to grants, contracts, budgets, and program activities.
- Contributes to the overall quality of the Department's service provision by developing and coordinating work teams and by reviewing, recommending and implementing improved policies and procedures.
- Uses standard office equipment, including a computer, in the course of the work.
- Demonstrates courteous and cooperative behavior when interacting with all personnel in the course of duties; acts in a manner that promotes a harmonious and effective workplace environment.
- Represents the City in various advisory boards, committees, and commissions and other public meetings.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Education and Experience:

Bachelor's degree in accounting, finance, business administration, public administration or a related field; AND two (2) years of professional experience in finance, grants administration or compliance management; OR an equivalent combination of education, training and experience as determined by Human Resources.

A background in forestry, natural resource management or related field is preferred.

This job description indicates, in general, the nature and levels of work, knowledge, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required.

REQUIRED CERTIFICATES, LICENSES, AND REGISTRATIONS:

- Valid driver's license

Required Knowledge and Skills

Knowledge of:

- Principles and practices of statistical data analysis.
- Principles and practices of project budgeting.
- Principles and practices of budget preparation and fiscal analysis.
- Principles and practices of public administration and management.
- Principles and practices of program evaluation.
- Computer applications that relate to the job including but not exclusive to Microsoft Windows, Word, Office, Excel, Internet and E-Mail applications.
- Techniques for dealing with a variety of individuals, at all levels of responsibility, in person and over the telephone.
- Communicating effectively in oral and written forms.
- Fuels reduction and vegetation management practices.
- Maps and geographic information systems.
- Principles and practices of grant writing and administration.

Skill in:

- Reviewing financial documents for completeness and accuracy.
- Compiling and reviewing budget figures.
- Interpreting, applying and explaining applicable laws, codes and regulations.
- Maintaining accurate financial records and preparing accurate and timely reports.
- Making accurate arithmetic calculations.
- Working without close supervision in standard work situations.
- Contributing effectively to the accomplishment of team or work unit goals, objectives and activities.
- Instructing others in work procedures; interpreting, explaining and applying requirements, rules and regulations related to various funding sources; interpreting, explaining and applying principles and practices of grant administration.
- Using initiative and independent judgment within established procedural guidelines.
- Applying computer applications related to the job including but not exclusive to Microsoft Word, Office, Excel; Internet and E-Mail applications.
- Communicating clearly and concisely, both orally and in writing.
- Using initiative and independent judgment within established procedural guidelines.
- Demonstrating courteous and cooperative behavior when interacting with personnel contacted in the course of duties; acts in a manner that promotes a harmonious and effective workplace environment.

SUPERVISION RECEIVED AND EXERCISED:

Under General Supervision - Incumbents at this level are given assignments and objectives that are governed by specifically outlined work methods and a sequence of steps, which are explained in general terms. The responsibility for achieving the work objectives, however, rests with a superior. Immediate supervision is not consistent, but checks are integrated into work processes and/or reviews are frequent enough to ensure compliance with instructions.

PHYSICAL DEMANDS & WORKING ENVIRONMENT:

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Mobility to work in a typical office setting, use standard office equipment and stamina to sit for extended periods of time; strength to lift and carry up to 20 pounds; vision to read printed materials; and hearing and speech to communicate in person or over the telephone.

CONDITIONS OF EMPLOYMENT:

1. *All new employees will serve a probationary period of twelve (12) months. Such employees are not subject to the collective bargaining agreement and may be laid off or discharged during this period for any reason.*
2. *Continued employment is contingent upon all required licenses and certificates being maintained in active status without suspension or revocation.*
3. *Any City employee may be required to stay at or return to work during emergencies to perform duties specific to this classification or to perform other duties as requested in an assigned response position. This may require working a non-traditional work schedule or working outside normal assigned duties during the incident and/or emergency.*
4. *Employees may be required to complete Incident Command System training as a condition of continued employment.*
5. *New employees are required to submit to a fingerprint based background investigation which cost the new employee \$52.25 and a drug/alcohol screen which costs \$36.50. Employment is contingent upon passing the background and the drug/alcohol screen.*

6. *Carson City participates in E-Verify and will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS), with information from each applicant's Form I-9 to confirm work authorization. All candidates who are offered employment with Carson City must complete Section 1 of the Form I-9 along with the required proof of their right to work in the United States and proof of their identity prior to starting employment. Please be prepared to provide required documentation as soon as possible after the job offer is made. For additional information regarding acceptable documents for this purpose, please contact Human Resources at 775.887.2103 or go to the U.S. Citizenship and Immigration Services web page at www.ucs.gov.*

7. *Carson City is an Equal Opportunity Employer.*

I have read and understand the contents of this Job Description, and I have received a copy of this Job Description for my records.

PRINT NAME: _____

SIGNATURE: _____ **DATE:** _____

“Carson City is an Equal Opportunity Employer”



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** February 2, 2023

Staff Contact: Darren Schulz, Public Works Director

Agenda Title: For Possible Action: Discussion and possible action: (1) regarding a business impact statement concerning a proposed ordinance revising rates and fees for use of the Carson City sanitary landfill; and (2) to introduce, on first reading, a proposed ordinance revising rates and fees for use of the Carson City sanitary landfill. (Darren Schulz, dschulz@carson.org, Rick Cooley, rcooley@carson.org)

Staff Summary: This item is for the first reading of a proposed ordinance which, if enacted, will revise section 12.12.047 of the Carson City Municipal Code (“CCMC”) to increase the rates and fees charged for use of the Carson City sanitary landfill (“Landfill”). NRS 237.080 requires a business impact statement to be prepared whenever the governing body of a local government seeks to exercise legislative powers by adopting an ordinance or takes some action increasing fees to be paid, at least in substantial part, by businesses. The business impact statement finds that the proposed ordinance will not impose a direct and significant economic burden upon a business or directly restrict the formation, operation or expansion of a business.

Agenda Action: Ordinance - First Reading **Time Requested:** 20 minutes

Proposed Motion

I move to approve the business impact statement as presented and introduce, on first reading, Bill No. ____.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

December 1, 2022 (Item 18A): The Board of Supervisors (“Board”) instructed City staff to initiate the process to increase rates and fees for use of the Landfill, with an emphasis on meeting financial goals while minimizing impacts on City residents.

July 18, 2013 (Item 18): The Board approved changes to how certain wastes are classified and reduced out-of-county rates for Class III (Inert) waste.

October 20, 2011 (Item 12): The Board approved lowering the fees for out-of-county Class III waste.

September 1, 2011 (Item 20A): The Board approved consolidating and modifying rate classes, increasing out-of-county rates for compacted and uncompact MSW and Class III waste and in-county rates for compacted and uncompact MSW and Class III waste.

April 3, 2008 (Item 5): The Board approved the increase in Landfill fees by increasing out-of-county rates 25 percent for compacted and uncompact municipal solid waste (“MSW”) and Class III waste, increasing

in-county tonnage rates for compacted and uncompacted MSW and Class III waste by 4.82 percent and increasing minimums by \$1.00.

Background/Issues & Analysis

The Landfill's existing rates are below market averages, and additional revenue is necessary to ensure the Landfill's rate structure can support future Landfill needs while also continuing to support the City's general fund.

At the Board's December 1, 2022, meeting, the Board directed staff to modify proposed changes to the Landfill's fee structure such that the City could still meet the funding needs identified by staff while also minimizing the impact of increased Landfill fees on City residents. Based on that input, City staff prepared the proposed ordinance with smaller rate increases for City residents and higher increases for out-of-county users.

The proposed ordinance would raise rates and fees at the Landfill, effective July 1, 2023. The proposed ordinance also provides two exceptions to the new rates and fees. First, any entity with a Board-approved contract for alternative fees, like the proposed interlocal agreements with the Towns of Minden and Gardnerville, would have fees charged in accord with the Board-approved contract. Second, the ordinance maintains the current rates and charges for Landfill use for the City's exclusive waste disposal franchisee, currently Waste Management, Inc.

Staff has provided the appropriate notice under NRS 237.080 that the proposed ordinance could impose an economic burden upon or restrict the formation, operation, or expansion of businesses. That notice was sent to the Nevada Builders Alliance; the Chambers of Commerce for Carson City, Douglas County, Virginia City, North Lake Tahoe, Reno-Sparks, Dayton Area, Fernley, Yerington, Churchill County, Fallon, El Dorado County, South Lake Tahoe and Lassen County; Waste Management, Inc.; the Associated General Contractors of Nevada; and 27 businesses that are significant landfill account users. That notice stated that the City would accept data or arguments concerning the proposed ordinance's impact on businesses until January 23, 2023. The City received five responses, each from an out-of-county business, concerning adverse business impacts associated with the proposed ordinance.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapters 237 and 244; Article 2 of the Carson City Charter

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: General Fund, Landfill Fees - 1013980-444010

Is it currently budgeted? No

Explanation of Fiscal Impact: The proposed increases to solid waste disposal at the Carson City Landfill are anticipated to raise an approximate \$900K to \$1M in revenue per year to be used for Landfill expansion, capital projects and operating costs. The majority of the increased revenue will be generated by out-of-county users of the Landfill.

Alternatives

1. Do not accept the business impact statement, modify the business impact statement and/or provide alternative direction.
2. Do not introduce the ordinance on first reading, modify the ordinance and/or provide alternative direction.

Attachments:

[BIS_-_Landfill_Fee_Increase_Ordinance_at_rc_012423_at__Clean_.pdf](#)

[2022 1221 - BIS Ntc Ltr \(Landfill Rates\) FINAL 122822.pdf](#)

[Draft Ord re Landfill Rates \(First Read\) v2 \(Clean\).pdf](#)

[DDI letter.pdf](#)

[STR letter.pdf](#)

[Trashco letter.pdf](#)

[Empire letter.pdf](#)

[Olcese letter.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)



BUSINESS IMPACT STATEMENT

This Business Impact Statement was prepared in accordance with the provisions of NRS (Nevada Revised Statutes) 237.030 to 237.150, inclusive, as a statutory prerequisite to the adoption of any rule***, as that term is defined in NRS 237.060, by the Carson City Board of Supervisors.

*** A "rule" may include an ordinance, or an action taken by the Board, that imposes, increases or changes the basis for the calculation of a fee which is paid in whole or in substantial part by businesses. A "rule" **does not** include actions that impose, increase or change the basis for the calculation of: (1) special assessments imposed pursuant to NRS chapter 271; (2) impact fees imposed pursuant to NRS chapter 278B; (3) fees for remediation imposed pursuant to NRS chapter 540A; (4) taxes ad valorem; (5) sales and use taxes; or (6) a fee that has been negotiated pursuant to a contract between a business and Carson City. A "rule" also **does not** include: an action taken by the Board that approves, amends or augments the annual budget of Carson City; an ordinance adopted by the Board pursuant to a provision of NRS chapter 271, 271A, 278, 278A, 278B or 350; an ordinance adopted or action taken by the Board that authorizes or relates to the issuance of bonds or other evidence of debt of Carson City; or any rule for which Carson City does not have the authority to consider less stringent alternatives, including, for example, a rule that Carson City is required to adopt pursuant to a federal or state statute or regulation or to a contract into which Carson City has entered.

ORDINANCE OR ACTION PROPOSED FOR ADOPTION

AN ORDINANCE RELATING TO RATES AND FEES CHARGED FOR USE OF CARSON CITY SANITARY LANDFILL; AMENDING TITLE 12 (WATER, SEWERAGE AND DRAINAGE), CHAPTER 12.12 (SOLID WASTE MANAGEMENT) OF THE CARSON CITY MUNICIPAL CODE BY REVISING SECTION 12.12.047 (LANDFILL RATES AND FEES) TO INCREASE RATES AND FEES CHARGED FOR USE OF THE CARSON CITY SANITARY LANDFILL; AND PROVIDING OTHER MATTERS PROPERLY RELATED THERETO.

1. *The manner in which notice was provided to the applicable trade associations and officers of businesses likely to be affected by the proposed ordinance or action, and a summary of any data, arguments or comments received from those recipients:*

a. Notice

On December 1, 2022, the Board of Supervisors directed staff to initiate the process of updating the rates and fees for the Landfill.

In order to meet the requirements of NRS 237.080, on December 29, 2022, direct mailings were sent to the Nevada Builders Alliance; the Chambers of Commerce for Carson City, Douglas County, Virginia City, North Lake Tahoe, Reno-Sparks, Dayton Area, Fernley, Yerington, Churchill County, Fallon, El Dorado County, South Lake Tahoe and Lassen County; Waste

Management, Inc.; the Associated General Contractors of Nevada; and 27 businesses that are significant landfill account users. The mailers explained the proposed changes to the Landfill's rates and fees and included a draft of the proposed ordinance revising the Landfill's rates and fees. It was requested that any data or arguments as to whether the proposed ordinance will impose a direct and significant economic burden upon a business or directly restrict the formation, operation or expansion of a business be provided to Carson City by January 23, 2023.

A copy of this Business Impact Statement, along with the appeal petition form, is available at the Carson City Public Works Department, 3505 Butti Way, Carson City, Nevada, 89701. A copy of the appeal petition form can also be obtained at the Carson City Clerk/Recorder's office.

b. Summary of comments

In response to the notice and solicitation for comment sent December 29, 2022, Carson City received five comments: one from Douglas Disposal & Recycling Services, one from South Tahoe Refuse & Recycling Services, one from TrashCo, one from Olcese Waste Services, and one from Empire Waste Systems. Douglas Disposal & Recycling Services and South Tahoe Refuse & Recycling Services both submitted the same comment. Both companies stated that the increases would have significant financial impacts to their operations and would be passed through to their customers in the form of a substantial rate increase, or alternatively, to avoid paying the higher disposal fees they would likely redirect some or all of their disposal material from the Carson City landfill to a less expensive landfill. Trashco also responded, stating that they understood that an increase is due however the proposed increase will create a significant impact by doubling operating costs and increasing illegal dumping. Both Olcese Waste Services and Empire Waste Systems commented that the proposed in-county rates were fair, however the proposed out-of-county rate increases are too strong and drastic and would prefer to see a lower increase for out-of-county users.

2. *The estimated economic effect of the proposed ordinance or rule on businesses, including both adverse and beneficial effects, and both direct and indirect effects:*

a. Adverse effects:

The higher rates and fees will increase the operating expenses of most businesses that rely on the Carson City landfill to dispose of solid waste. That will be particularly true for out-of-county businesses, which will be subject to a more significant rate increase as compared to in-county businesses. Carson City businesses using the services of Waste

Management, Inc. for solid waste disposal will not be adversely impacted by the proposed rate and fee increases because the proposed ordinance will not impact the fees Waste Management, Inc. pays to use the landfill.

b. Beneficial effects:

Updating the Carson City landfill's rates and fees will ensure reliability of the current and future landfill operations by covering increased costs associated with the burden of environmental compliance, needed capital improvements and future capacity needs, while still allowing landfill operations to support of the general fund.

c. Direct effects:

If approved, the Carson City landfill users will be required to pay increased fees and rates, with out-of-county users facing steeper increases as compared to in-county users. Revenue from the landfill will increase as a result, and those additional funds will be available for the uses described above.

d. Indirect effects:

By increasing rates and fees, some users of the Carson City landfill may choose to go elsewhere for their solid waste disposal needs. Although that may decrease the pool of landfill users, that is not anticipated to result in decreased revenue, as losses resulting from a smaller user pool are expected to be easily offset by the increased rates and fees. In addition, a smaller user pool is likely to extend the life expectancy of the landfill.

3. *The methods considered by the Carson City Board of Supervisors to reduce the impact of the proposed ordinance or action on businesses and whether any of those methods were used:*

At this time, no other alternatives have been considered by the Carson City Board of Supervisors as there are no viable options to reduce service to overcome additional operational and capital costs.

4. *Estimate of the annual cost to Carson City for enforcement of the proposed ordinance or action:*

There will be no additional cost to Carson City for enforcement of the proposed ordinance.

5. *The total annual amount of money expected to be collected as a result of the new fee or increase in fee proposed by the ordinance or action, and the manner in which the money will be used:*

The ordinance is expected to generate an additional \$1,000,000 per year as a result of the new rates and fees proposed by the.

6. *The proposed ordinance or action [] DOES [X] DOES NOT include any provisions which duplicate or are more stringent than Federal, State or local standards regulating the same activity.*

7. *The reasons for the conclusions regarding the impact of the proposed ordinance or action:*

The proposed ordinance will only impact business that directly utilize the Carson City landfill; it will not impact businesses using solid waste collections service through Waste Management, Inc. Carson City businesses that directly use the landfill will experience a small impact but are unlikely to utilize a different facility as the in-county landfill rates will remain lower than surrounding solid waste disposal facilities. Out-of-county businesses directly using the landfill will experience greater impacts that may cause them to utilize other solid waste disposal facilities. Overall, in-county business impacts are expected to be minimal, while there will be a larger effect on out-of-county users of the Carson City landfill.

8. *Based on the information considered, it has been determined that this proposed ordinance or rule:*

[] DOES [X] DOES NOT impose a direct and significant economic burden upon a business.

[] DOES [X] DOES NOT directly restrict the formation, operation or expansion of a business.

Pursuant to NRS 237.090(3), this Business Impact Statement was prepared and made available for public inspection by Carson City Public Works at the time the agenda notice on which the proposed ordinance or rule described in this statement is included was posted.

Pursuant to NRS 237.090(2), I, Nancy Paulson, the City Manager of Carson City, hereby certify that to the best of my knowledge and belief the information contained herein was properly prepared and is accurate.

Nancy Paulson
Signature

1/25/23
Date

Nancy Paulson
Printed Name



CARSON CITY NEVADA

Consolidated Municipality and State Capital

PUBLIC WORKS

December 29, 2022

Via U.S. Mail, Certified

[ADDRESSEE NAME]

[ADDRESS]

[CITY, STATE, ZIP]

Re: Proposed ordinance amending Section 12.12.047 (LANDFILL RATES AND FEES) of the Carson City Municipal Code to revise rates and fees for use of the Carson City sanitary landfill.

Dear [ADDRESSEE]:

Enclosed for your review is a copy of a proposed ordinance revising the rate and fee structure established in Section 12.12.047 of the Carson City Municipal Code ("CCMC") for use of the Carson City sanitary landfill ("Landfill"). Please note, the proposed ordinance may be further revised before being presented to the Carson City Board of Supervisors ("Board").

Changes to the Landfill's rate and fee structure are being proposed to (1) raise needed funds for the Landfill's operational requirements, capital improvements, and future expansion to address diminishing capacity; and (2) address the significant discrepancy between the Landfill's current rates and those charged by surrounding solid waste disposal sites.

Under NRS 237.080, Carson City must make a concerted effort to determine whether any proposed ordinance or fee change will (1) impose a direct and significant economic burden upon a business, or (2) directly restrict the formation, operation, or expansion of a business. Please review the proposed ordinance and submit to the City any comments, data or arguments you may have on those two issues.

Any such comments, data or arguments received by the City on or before January 23, 2023 will be included in a business impact statement that the City's Board of Supervisors will review and consider before the proposed ordinance can be adopted. Any comments, data or arguments should be provided in written format and sent to:

Rick Cooley

Via email at rcooley@carson.org; or

Via mail, courier or hand delivery at 3505 Butti Way, Carson City, NV 89701.

Should you have any questions, please call Rick Cooley at (775) 283-7302. Thank you for your attention to this matter.

Sincerely,

Rick Cooley, P.E.

Operations Manager

Enclosures

Proposed Ordinance

3505 Butti Way, Carson City, NV 89701 (775) 887-2355 FAX (775) 887-2112

Operations: Water, Sewer, Streets, Wastewater, Landfill, Environmental
Engineering, Transportation, Capital Projects

SUMMARY: an ordinance revising rates and fees for solid waste disposal.

BILL NO. ____

ORDINANCE No. 2023 - ____

AN ORDINANCE RELATING TO SOLID WASTE DISPOSAL; INCREASING RATES AND FEES FOR USE OF THE CARSON CITY SANITARY LANDFILL; AND PROVIDING OTHER MATTERS PROPERLY RELATED THERETO.

The Board of Supervisors of Carson City do ordain:

SECTION I:

That Title 12 (WATER, SEWERAGE AND DRAINAGE), Chapter 12.12 (SOLID WASTE MANAGEMENT), Section 12.12.047 (LANDFILL RATES AND FEES) is hereby amended (**bold, underlined text** is added, [~~stricken~~] text is deleted) as follows:

12.12.047 - Landfill rates and fees. (Art. 2, § 2.220 of the Carson City Charter; NRS 244.146) [Effective through June 30, 2023]

Solid Waste Categories	In-County Fees (1,000 lbs or greater)	In-County Minimum	Out-of-County Fees (1,000 lbs or greater)	Out-of-County Fees Minimum
MSW* Compacted	\$24.00 ton ¹	\$10.00	\$58.00 ton	\$30.00
MSW* Un-Compacted	\$24.00 ton	\$10.00	\$58.00 ton	\$30.00
Class III (C&D*)	\$24.00 ton	\$10.00	\$36.50 ton ²	\$30.00
Wood Waste and Green Waste	\$12.00 ton	\$6.00	\$24.00 ton	\$12.00
Asbestos	\$50.00 ton	\$25.00	Not accepted	Not accepted
Medical	\$200.00 ton	\$100.00	Not accepted	Not accepted
Dead animals	\$60.00 ton	\$30.00	\$120.00 ton	\$60.00
Tires <36 inches diameter with or without rim	\$3.00 each	\$3.00 each	\$6.00 each	\$6.00 each
Tires = or >36 inches diameter with or without rim	\$20.00 each	\$20.00 each	\$40.00 each	\$40.00 each

Tires: Grader, loader, tractor, backhoe, >36 inches diameter	\$30.00 each	\$30.00 each	\$60.00 each	\$60.00 each
Immediate burial	\$40.00 ton	\$20.00	\$90.00 ton	\$40.00
Trailer units or mobile homes =>30 feet in length	\$250.00 each	\$250.00	\$500.00 each	\$500.00 each
Loader Assistance	\$35.00 occurrence	\$35.00	\$70.00 occurrence	\$70.00 occurrence

* MSW = Municipal Solid Waste, *C&D = Construction and Demolition

To receive Carson City residential rates, the landfill customer must show proof of residency.

To receive the Wood Waste, Green Yard Waste, or Class III (C&D) rates the loads must be comprised strictly of that material only. If the loads do not conform to this and are mixed in nature, the loads will be charged at the rate for the most expensive material. EXAMPLE: a load is predominately Class III but contains any amount of asbestos containing material, the complete load will be charged at the rate for asbestos.

¹ Rate shall be adjusted annually in May using the annual percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) - US City Average, Garbage and Trash Collection, as published by the Bureau of Labor Statistics, Washington D.C., commencing with the index for the twelve month period ending December 31, 2012 and each percentage change annually thereafter. In no year shall the adjustment be less than zero or more than six percent (6%). The term shall coincide with the term of the Solid Waste and Recyclable Materials Franchise Agreement, Chapter 5.10 of the Carson City Municipal Code.

² Rate shall be reduced for Class III (C&D) to the In-County Fee (1,000 lbs or greater) rate for a customer when a subscription is entered into which provides for a minimum of 1000 tons per year.

SECTION II:

That Title 12 (WATER, SEWERAGE AND DRAINAGE), Chapter 12.12 (SOLID WASTE MANAGEMENT), Section 12.12.047 (LANDFILL RATES AND FEES) is hereby amended (**bold, underlined text** is added, [~~stricken~~] text is deleted) as follows:

12.12.047 - Landfill rates and fees. (Art. 2, § 2.220 of the Carson City Charter; NRS 244.146) [Effective July 1, 2023]

1. Except as otherwise provided in subsection 5, the City shall collect the following base fees for the disposal of solid waste at the landfill:

Solid Waste Categories	In-County Fees (1,000 lbs or greater)	In-County <u>Fees</u> Minimum	Out-of-County Fees (1,000 lbs or greater)	Out-of-County Fees Minimum
MSW* Compacted	[\$24.00] \$30.00 per ton ^[1]	\$10.00	[\$58.00] \$74.00 per ton	[\$30.00] \$42.00
MSW* Un-Compacted	[\$24.00] \$30.00 per ton	\$10.00	[\$58.00] \$74.00 per ton	[\$30.00] \$42.00
Class III (C&D**)	[\$24.00] \$30.00 per ton	\$10.00	[\$36.50] \$74.00 per ton ^[2]	[\$30.00] \$42.00
Wood Waste and Green Waste	[\$12.00] \$16.00 per ton	[\$6.00] \$8.00	[\$24.00] \$74.00 per ton	[\$12.00] \$42.00
Asbestos	[\$50.00] \$63.00 per ton	[\$25.00] \$31.50	Not accepted	Not accepted
Medical	[\$200.00] \$253.00 per ton	[\$100.00] \$126.50	Not accepted	Not accepted
Dead [animals] Animals	[\$60.00] \$76.00 per ton	[\$30.00] \$38.00	[\$120.00] \$152.00 per ton	[\$60.00] \$76.00
Tires <36 inches diameter with or without rim	\$3.00 each	\$3.00 each	\$6.00 each	\$6.00 each
Tires = or >36 inches diameter with or without rim	\$20.00 each	\$20.00 each	\$40.00 each	\$40.00 each
Tires: Grader, loader, tractor, backhoe, >36 inches diameter	\$30.00 each	\$30.00 each	\$60.00 each	\$60.00 each
Immediate burial	\$40.00 ton	\$20.00	\$90.00 ton	\$40.00
Trailer units or mobile homes =>30 feet in length	\$250.00 each	\$250.00	\$500.00 each	\$500.00 each
Loader Assistance	\$35.00 occurrence	\$35.00	\$70.00 occurrence	\$70.00 occurrence]

* MSW = Municipal Solid Waste[5]

** C&D = Construction and Demolition

2. Except as otherwise provided in subsection 5, in addition to the base fees set forth in subsection 1, the City shall collect the following supplemental charges, if applicable:

<u>Solid Waste Categories</u>	<u>In-County Fees</u>	<u>In-County Fees Minimum</u>	<u>Out-of-County Fees</u>	<u>Out-of-County Fees Minimum</u>
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<u>Appliances with Refrigerant</u>	<u>\$25.00 each</u>	<u>\$25.00 each</u>	<u>\$50.00 each</u>	<u>\$50.00 each</u>
<u>Tires: <36” diameter with or without rim</u>	<u>\$7.00 each</u>	<u>\$7.00 each</u>	<u>\$14.00 each</u>	<u>\$14.00 each</u>
<u>Tires: = or >36” diameter with or without rim</u>	<u>\$20.00 each</u>	<u>\$20.00 each</u>	<u>\$40.00 each</u>	<u>\$40.00 each</u>
<u>Tires: equipment, including, without limitation, grader, loader, tractor, backhoe</u>	<u>\$30.00 each</u>	<u>\$30.00 each</u>	<u>\$60.00 each</u>	<u>\$60.00 each</u>
<u>Immediate Burial</u>	<u>\$50.00 per ton</u>	<u>\$25.00</u>	<u>\$100.00 per ton</u>	<u>\$100.00</u>
<u>Trailer Units or Mobile Homes</u>	<u>\$315.00 each</u>	<u>\$315.00 each</u>	<u>\$630.00 each</u>	<u>\$630.00 each</u>
<u>Loader Assistance</u>	<u>\$45.00 per occurrence</u>	<u>\$45.00 per occurrence</u>	<u>\$90.00 per occurrence</u>	<u>\$90.00 per occurrence</u>

[To receive Carson City residential rates, the landfill customer must show proof of residency.]
[To receive the Wood Waste, Green Yard Waste, or Class III (C&D) rates the loads must be comprised strictly of that material only. If the loads do not conform to this and are mixed in nature, the loads will be charged at the rate for the most expensive material. EXAMPLE: a load is predominately Class III but contains any amount of asbestos containing material, the complete load will be charged at the rate for asbestos.]

[¹Rate shall be adjusted annually in May using the annual percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) — US City Average, Garbage and Trash Collection, as published by the Bureau of Labor Statistics, Washington D.C., commencing with the index for the twelve month period ending December 31, 2012 and each percentage change annually thereafter. In no year shall the adjustment be less than zero or more than six percent (6%). The term shall coincide with the term of the Solid Waste and Recyclable Materials Franchise Agreement, Chapter 5.10 of the Carson City Municipal Code.]

[²Rate shall be reduced for Class III (C&D) to the In-County Fee (1,000 lbs or greater) rate for a customer when a subscription is entered into which provides for a minimum of 1000 tons per year.]

3. A person who disposes of solid waste at the landfill must provide proof of residency in Carson City to be eligible for in-county fees set forth in this section.

4. For any load of waste that is:

(a) Comprised entirely of a single waste category described in subsection 1, the corresponding base charge applies.

(b) Comprised of two or more waste categories described in subsection 1, the highest corresponding base charge applies.

5. The base fees set forth in subsection 1 and the supplemental charges set forth in subsection 2 do not apply to:

(a) Any contract that is approved by the Board of Supervisors, including, without limitation, an interlocal contract entered into in accordance with NRS 277.180, that establishes different fees or charges.

(b) Solid waste disposed of by the franchisee of the exclusive franchise agreement adopted pursuant to CCMC 5.10.010, from whom the City shall collect the following fees and charges for the disposal of solid waste at the landfill:

<u>Solid Waste Categories</u>	<u>Franchisee Fees (1,000 lbs or greater)</u>	<u>Franchisee Minimum</u>
<u>MSW Compacted</u>	<u>\$24.00 per ton</u>	<u>\$10.00</u>
<u>MSW Un-Compacted</u>	<u>\$24.00 per ton</u>	<u>\$10.00</u>
<u>Class III (C&D)</u>	<u>\$24.00 per ton</u>	<u>\$10.00</u>
<u>Wood Waste and Green Waste</u>	<u>\$12.00 per ton</u>	<u>\$6.00</u>
<u>Asbestos</u>	<u>\$50.00 per ton</u>	<u>\$25.00</u>
<u>Medical</u>	<u>\$200.00 per ton</u>	<u>\$100.00</u>
<u>Dead Animals</u>	<u>\$60.00 per ton</u>	<u>\$30.00</u>
<u>Tires: <36" diameter with or without rim</u>	<u>\$3.00 each</u>	<u>\$3.00 each</u>
<u>Tires: = or >36" diameter with or without rim</u>	<u>\$20.00 each</u>	<u>\$20.00 each</u>
<u>Tires: equipment, including, without limitation, grader, loader, tractor, backhoe</u>	<u>\$30.00 each</u>	<u>\$30.00 each</u>
<u>Immediate Burial</u>	<u>\$40.00 ton</u>	<u>\$20.00</u>
<u>Trailer Units or Mobile Homes</u>	<u>\$250.00 each</u>	<u>\$250.00</u>
<u>Loader Assistance</u>	<u>\$35.00 occurrence</u>	<u>\$35.00</u>

SECTION III:

That no other provisions of the Carson City Municipal Code are affected by this ordinance.

PROPOSED on _____, 2023.

PROPOSED by Supervisor _____.

PASSED on _____, 2023.

VOTE: AYES: SUPERVISORS: _____

NAYS: SUPERVISORS:

Lori Bagwell
Mayor

ATTEST:

William Scott Hoen
Carson City Clerk-Recorder

This ordinance shall be in force and effect from the _____ day of the month of _____ of the year 2023.



2140 Ruth Avenue • South Lake Tahoe • California • 96150 • phone: (775) 782-5713 • fax: (775) 782-5778

January 19, 2023

Carson City Public Works
Attn: Mr. Rick Cooley, P.E.; Operations Manager
3505 Butti Way
Carson City, NV 89701

Via email at rcooley@carson.org

Re: Proposed ordinance amending Section 12.12.047 (LANDFIL RATES AND FEES) of the Carson City Municipal Code to revise rates and fees for use of the Carson City sanitary landfill.

Dear Mr. Cooley,

Thank you for your letter dated December 29, 2022, regarding the aforementioned proposed ordinance.

We are providing the following comments and data to facilitate your efforts to determine, under NRS 237.080, whether any proposed ordinance or fee change will (1) impose a direct and significant economic burden upon a business, or (2) directly restrict the formation, operation, or expansion of a business.

It is my belief that the following analysis will provide sufficient evidence that the impact to both Douglas Disposal Inc. (DDI) and our customers will meet both conditions of NRS 237.080.

The following analysis calculates the impact of increasing our current MSW Compacted, MSW Uncompacted and Class III (C&D) tip fees to either of the proposed rates of \$30.00 per ton or \$74.00 per ton.

Disposal expense is a major operational cost for our business. If Carson City raises the tip fee to \$30.00 per ton, DDI's disposal expense will increase approximately 19%. If Carson City raises the tip fee to \$74.00 per ton, DDI's disposal expense will increase by approximately 194%.

Both increases would have significant financial impacts to our operations and would be passed through to our customers in the form of a substantial rate increase, or alternatively, to avoid

paying these higher disposal fees, DDI would likely redirect some or all of its disposal material from the Carson City Landfill to a less expensive landfill.

Thank you for the opportunity to provide comments on the proposed ordinance revision. If you have any questions, please call me at (530) 542-8300.

Sincerely,



Jeffery R. Tillman
President



South Tahoe Refuse & Recycling Services

2140 Ruth Avenue • South Lake Tahoe • California • 96150 • phone: (530) 541-5105 • fax: (530) 544-2608

January 19, 2023

Carson City Public Works
Attn: Mr. Rick Cooley, P.E.; Operations Manager
3505 Butti Way
Carson City, NV 89701

Via email at rcooley@carson.org

Re: Proposed ordinance amending Section 12.12.047 (LANDFIL RATES AND FEES) of the Carson City Municipal Code to revise rates and fees for use of the Carson City sanitary landfill.

Dear Mr. Cooley,

Thank you for your letter dated December 29, 2022, regarding the aforementioned proposed ordinance.

We are providing the following comments and data to facilitate your efforts to determine, under NRS 237.080, whether any proposed ordinance or fee change will (1) impose a direct and significant economic burden upon a business, or (2) directly restrict the formation, operation, or expansion of a business.

It is my belief that the following analysis will provide sufficient evidence that the impact to both South Tahoe Refuse (STR) and our customers will meet both conditions of NRS 237.080.

The following analysis calculates the impact of increasing our current MSW Compacted, MSW Uncompacted and Class III (C&D) tip fees to either of the proposed rates of \$30.00 per ton or \$74.00 per ton.

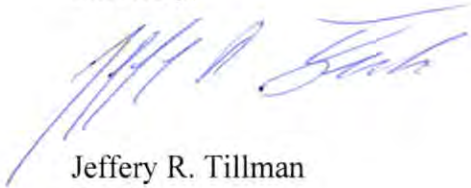
Disposal expense is a major operational cost for our business. If Carson City raises the tip fee to \$30.00 per ton, STR's disposal expense will increase approximately 19%. If Carson City raises the tip fee to \$74.00 per ton, STR's disposal expense will increase by approximately 194%.

Both increases would have significant financial impacts to our operations and would be passed through to our customers in the form of a substantial rate increase, or alternatively, to avoid

paying these higher disposal fees, STR would likely redirect some or all of its disposal material from the Carson City Landfill to a less expensive landfill.

Thank you for the opportunity to provide comments on the proposed ordinance revision. If you have any questions, please call me at (530) 542-8300.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeffery R. Tillman". The signature is fluid and cursive, with the first name being the most prominent.

Jeffery R. Tillman
President

From: trashconv@aol.com
To: [Rick Cooley](#)
Subject: Trashco rates
Date: Friday, January 20, 2023 2:10:57 PM

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

It is understood that an increase is due. The proposed increase is going to create a significant economic impact on the entire customer base. Doubling operating costs are going to put some out of work. The illegal dumping may significantly increase in the desert. The dishonest will claim every load comes from Carson as they come across the scale. Those of us that bring loads in from Reno will no longer find it cost effective to come to your Landfill.

Some of the larger projects start planning and bidding a year in advance. To double thier expenses simply does not work.

Let's look at the heavy load customers such as end dumps. Currently if they bring in 20 tons at \$36.50, for \$730. At the proposed rate, \$1480, you just put them out of business.

Again, I understand the need for an increase, but it should be one that is realistic to the customer base. It seems that the Landfill revenue should be for Landfill expenses and not for capital improvements.

Lockwood Landfill does yearly increases at 3 to 5% to accommodate operating expense increases.

Your letter states that you need to keep up with other local disposal facilities. The current rate does that for most of us going to Lockwood. I hope that you are not using Douglas as a comparison as thier rates have always been out of line.

[Sent from the all new AOL app for Android](#)



January 23, 2023

**To: Ms. Lori Bagwell, Mayor
Carson City Board of Supervisors**

Re: Carson City Landfill proposed price increases

Dear Mayor and Board of Supervisors:

Our Company Empire Waste Systems/Empire Contractors Inc. has a 20+ year long history with the City of Carson and the Carson City Landfill and we utilize the landfill on a daily basis. As one of the top disposal companies in Northern Nevada we understand that you are proposing a rate increase to expand and cover the costs of operating the landfill, which we don't disagree with. However, we do disagree as to the extent of the proposed increase.

The proposed increase for in-county rates is fair. The proposed increase for out of county is so drastic, that the landfill will be losing commercial revenues. If the goal of the City is to divert waste away from the landfill, the proposed rates will definitely discourage haulers like Empire from utilizing Carson City Landfill. If the goal is to pay for the future of the landfill, and maintain current business volume, then the rates proposed for out-of-county are too drastic.

If you double the price, but half as much volume comes into the landfill, then you are where you started. A less drastic increase would be more palatable to our business and our customers. Perhaps a lesser fee for a trial year with a re-evaluation of its financial impact and ability to finance the future expansion would be more prudent.

Please consider my input as a long time and frequent user of Carson City Landfill.

Sincerely,

Matt Rager

Matt Rager
President, Empire Contractors Inc./Empire Waste Systems

Cc: Rick Cooley – rcooley@carson.org

Olcese

WASTE SERVICES

January 1, 2023

Via Email

Carson City Landfill
Rick Cooley, P.E.
3505 Butti Way
Carson City, NV 89701
RCoolley@Carson.org

RE: Proposed ordinance amending Section 12.12.047 (LANDFILL RATES AND FEES) of the Carson City Municipal Code to revise rates and fees for use of the Carson City sanitary landfill.

Dear Mr. Cooley,

Olcese Waste Services appreciates the City of Carson reaching out to us regarding the proposed rate increases at the City landfill.

The proposed in County rate of \$30.00/ton across the board we feel is inline and we support it, including the proposed minimum.

The asbestos, medical, and dead animals (trailer mobile homes) proposed fees are inline and we support the rate increase.


The proposed rates for the minimum out of County are also inline at \$40.00/ton across the board.

The \$74.00/ton for out of County is strong. We feel will lead to more desert dumping/illegal dumping in the area. We would be more comfortable and feel that it would be inline at \$65.00/ton for out of County MSW and \$41.00/ton for out of County for C&D waste.

Also, and this is off topic with rates, would it be possible to purchase a magnet to be used at the landfill to pick-up the nails, screws, etc. that are on the roads and working faces of the landfill? We are always fixing flat tires from trucks that use the landfill.

If you have any questions, please contact me at (775) 882-1647 ext. 101.

Sincerely,



Tillio Olcese
President



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** February 2, 2023

Staff Contact: Darren Schulz, Public Works Director

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed Interlocal Agreement (“Agreement”) between Carson City and the Town of Minden (“Minden”) to provide Minden a discounted rate for one year to dispose of specified solid waste at the Carson City sanitary landfill (“Landfill”). (Darren Schulz, dschulz@carson.org, Rick Cooley, rcooley@carson.org)

Staff Summary: Minden directly provides trash collection services within its jurisdiction, then disposes of that collected refuse at the Landfill. Carson City has proposed changes to the rates and fees for Landfill use. Minden has requested a limited exception to those planned increases to allow it to phase in the City’s increased rates over a one-year period. The Agreement requires Minden to pay out-of-county rates like other such users, except that from July 1, 2023, to June 30, 2024, Minden will pay \$66.00 per ton for municipal solid waste (“MSW”) brought to the Landfill, instead of \$74.00 per ton.

Agenda Action: Formal Action / Motion **Time Requested:** 10 minutes

Proposed Motion

I move to approve the Interlocal Agreement as presented.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

December 1, 2022 (Item 18A): The Board of Supervisors (“Board”) instructed City staff to initiate the process to increase rates and fees for use of the Landfill, with an emphasis on meeting financial goals while minimizing impacts on City residents.

Background/Issues & Analysis

When City staff notified Minden of proposed rate and fee changes at the Landfill, Minden requested that such fee increases be phased in to allow Minden to adjust the collection service rates it charges Minden residents through their budgetary process.

Minden seeks a limited exception to the proposed rate and fee increases. That exception applies only to the Landfill’s MSW rate; Minden would not receive discounts for any other category of solid waste. Further, the discount would only apply to solid waste collected as part of Minden’s trash collection service, and the discount would last for one year only.

In Fiscal Year 2022, Minden brought approximately 3,100 tons of waste to the Landfill as part of its trash collection service.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277.180

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: General Fund - Landfill Fees 1013980-444010

Is it currently budgeted? No

Explanation of Fiscal Impact: Landfill fees will increase by an estimated \$24,800 in fiscal year ("FY") 2024 and by an estimated \$49,600 annually for FY 2025 forward. The FY 2024 estimated fees reflect a reduction of \$24,800 due to the phase-in of the new rates in the first FY.

Alternatives

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

Attachments:

[MINDEN CARSON INTERLOCAL Landfill Fee Increase 011423v3.pdf](#)

Board Action Taken:

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

(Vote Recorded By)

**INTERLOCAL AGREEMENT
RELATING TO THE PHASED INCREASE IN LANDFILL RATES**

This INTERLOCAL AGREEMENT is entered into by and between the Town of Minden, a political subdivision of the State of Nevada (hereinafter referred to as "MINDEN") and Carson City, a consolidated municipality and political subdivision of the State of Nevada (hereinafter referred to as "CARSON CITY") and hereinafter sometimes referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, NRS 277.100(1) defines a public agency eligible to enter into an interlocal contract, and CARSON CITY and MINDEN are public agencies under that definition; and

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

WHEREAS, CARSON CITY and MINDEN are authorized by the laws of Nevada to construct, improve, maintain, and provide capital improvements and related services for the disposal of solid waste; and

WHEREAS, MINDEN provides commercial and residential solid waste collection services within its boundaries (hereinafter, "SERVICES") and disposes of said solid waste at the Carson City Landfill located at 3600 Flint Drive in eastern Carson City (hereinafter, "LANDFILL"); and

WHEREAS, MINDEN desires to continue disposing of the solid waste collected as part of its SERVICES at the LANDFILL; and

WHEREAS, CARSON CITY is preparing to revise Carson City Municipal Code ("CCMC") 12.12.047 to increase rates and fees for disposing of solid waste at the LANDFILL; and

WHEREAS, MINDEN has requested that CARSON CITY phase in such fee increases as applied to compacted and uncompact municipal solid waste ("MSW") that MINDEN delivers to the LANDFILL as part of its SERVICES; and

WHEREAS, CARSON CITY is permitted by the State of Nevada Division of Environmental Protection to receive solid waste at the LANDFILL;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

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

2. TERM OF AGREEMENT. The term of this AGREEMENT shall begin on July 1, 2023, or the date of last approval by a governing body, as discussed in paragraph 1 above, whichever is later. The term of this AGREEMENT shall end June 30, 2024.

3. CARSON CITY'S RESPONSIBILITIES.

a) CARSON CITY will accept solid waste at the LANDFILL that MINDEN has collected as part of its SERVICES, provided that solid waste meets Federal and State of Nevada Division of Environmental Protection requirements for disposal at the LANDFILL.

b) CARSON CITY staff will coordinate with MINDEN staff related to operational issues for disposal of solid wastes collected as part of MINDEN's SERVICES at the LANDFILL. CARSON CITY staff may restrict the volume or amount of solid waste received or change the manner in which solid waste received from MINDEN's SERVICES is disposed of at the LANDFILL.

c) CARSON CITY will submit an invoice to MINDEN for the cost of disposing of solid waste collected through the SERVICES at the LANDFILL. That invoice will be submitted to MINDEN monthly for the costs owed as of the prior month.

4. MINDEN'S RESPONSIBILITIES.

a) MINDEN will not knowingly allow or permit disposal of solid waste at the LANDFILL when such disposal could violate Federal, State, or CARSON CITY regulatory standards or policies.

b) MINDEN agrees to pay CARSON CITY the appropriate rates and fees for disposal of out-of-county solid waste based on the rates and fees set forth at CCMC 12.12.047, and any amendments thereto.

c) Notwithstanding the foregoing, the Parties agree that CARSON CITY will discount the MSW rate for MINDEN for a period of one year to allow MINDEN to appropriately budget for increased fees associated with LANDFILL use. Therefore, for solid waste properly categorized as MSW brought to the LANDFILL by MINDEN as part of its SERVICES, will be charged at a rate of \$66.00 per ton, instead of \$74.00 per ton, from July 1, 2023, to June 30, 2024. MINDEN shall pay standard out-of-county rates for MSW brought to the LANDFILL as part of its SERVICES beginning July 1, 2024.

d) MINDEN agrees to pay CARSON CITY no later than 30 days after receiving the invoice issued pursuant to paragraph 3(c) of this AGREEMENT.

5. MUTUAL RESPONSIBILITIES. Each Party agrees that their respective staff will mutually develop operational guidelines and other procedures needed to give the terms and intent of this AGREEMENT effect.

6. NOTICES.

a) All written notices under this AGREEMENT shall be delivered to the following officials at the addresses stated via email and via U.S. Mail:

JD Frisby, Town Manager
1604 Esmeralda Avenue, Minden NV 89423
jfrisby@douglasnv.us

Darren Schulz, Public Works Director
3505 Butti Way, Carson City, NV 89701
dschulz@carson.org

Either Party may from time to time, by notice in writing served upon the other as described above, designate a different address to which or a different person to whose attention all such notices or demands are thereafter to be addressed.

7. LIMITED LIABILITY. The Parties will not waive and intend to assert all available NRS Chapter 41 liability limitations in all cases. AGREEMENT liability of both Parties shall not be subject to liquidated damages or punitive damages. The Parties agree that, in the event one Party is awarded attorney's fees under this AGREEMENT for any reason, the rate applied to recoverable attorney's fees shall not exceed the rate of \$125 per hour.

8. INDEMNIFICATION.

a) To the fullest extent of NRS Chapter 41 liability limitations, each Party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the Party, its officers, employees and 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 in this paragraph.

b) The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with its own legal counsel.

9. FORCE MAJEURE: No party to this AGREEMENT shall be considered to be in default in the performance of any obligations under this AGREEMENT when a failure of performance shall be due to uncontrollable forces. The Term "uncontrollable force" shall mean any cause beyond the control of the Party unable to perform such obligation, including but not limited to failure or threat of failure of facilities, flood, earthquake, storm, fire, lighting, and other natural catastrophes, epidemic, war, civil disturbance or disobedience, strike, labor dispute, labor or material shortage, sabotage, restraint by order of a court or regulatory body or agency of competent jurisdiction, and any non-action by, or failure to obtain the necessary authorization or approvals from, a Federal governmental agency or authority, which by the exercise of due diligence and foresight such Party could not reasonably have been expected to overcome. Nothing contained herein shall be construed to require a Party to settle any strike or labor dispute in which it is involved or accede to claims or conditions which it believes to be adverse to its business or other interests.

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

11. TERMINATION; BREACH. The Parties may mutually agree to terminate this AGREEMENT at any time through a signed writing. Either Party may, unilaterally and without cause, terminate this AGREEMENT by giving the other Party thirty (30) days advance, written notice. If a Party is in breach of a portion of this AGREEMENT, then the Party alleging such breach shall provide written notice to the other Party specifying the nature of the violation and allowing thirty (30) days for the Party in breach to correct the violation. If the breach is not corrected within the thirty (30) day period, then the non-breaching Party may immediately terminate this AGREEMENT and seek any appropriate, lawful remedies. Except as otherwise provided for by law or this AGREEMENT, the rights and remedies of the Parties are not exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages and reasonable attorneys' fees and costs.

12. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The Parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. To the extent that information or documents are made confidential, the Parties shall keep such information or documents confidential. A Party may clearly label specific parts of an individual document as a "trade secret", "confidential", or similar in accordance with applicable law, provided that the labelling Party thereby agrees to indemnify and defend the other Party for honoring such a designation. The failure to so label any document shall constitute a complete waiver of any and all claims for damages caused by any release of the document.

13. PROPER AUTHORITY. The Parties hereto present 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 in this AGREEMENT.

14. SEPARATE ENTITIES. The Parties are associated with each other only for the purpose and to the extent set forth in this AGREEMENT, and in respect to performance of services and payment of costs pursuant to this AGREEMENT, each Party is and shall be a public agency separate and distinct from the other Party and, subject only to the terms of this AGREEMENT, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this AGREEMENT. Nothing contained in this AGREEMENT shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other Party.

15. GOVERNING LAW: JURISDICTION. The laws of the State of Nevada apply in interpreting and construing this Agreement. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the First Judicial District Court of the State of Nevada.

16. NO THIRD-PARTY BENEFICIARIES. It is specifically agreed between the Parties that none of the provisions this AGREEMENT create in the public or any member thereof a third-party beneficiary, or grant anyone not a Party to this AGREEMENT any right to maintain a suit for personal injuries or property damage under the terms or provisions of this AGREEMENT.

17. COUNTERPARTS. This AGREEMENT may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same AGREEMENT.

18. ENTIRE AGREEMENT AND MODIFICATION. This AGREEMENT constitutes the entire AGREEMENT of the Parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other AGREEMENTS that may have been made in connection with the subject matter hereof. Unless 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.

19. ASSIGNMENT. Neither Party may assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed as of the day and year of the last required signature set forth below.

MINDEN TOWN BOARD

CARSON CITY BOARD
OF SUPERVISORS

By: _____
Steve Thaler
Chairman

By: _____
Lori Bagwell
Mayor

Date: _____

Date: _____

Approved as to form:

Approved as to form:

By: _____
Ryan Russell
Town Attorney

By: _____
Deputy District Attorney

ATTEST:

ATTEST:

By: _____
Rachael Hamer
Admin. Manager

By: _____
William Scott Hoen
Clerk-Recorder

Date: _____

Date: _____



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** February 2, 2023

Staff Contact: Darren Schulz, Public Works Director

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed Interlocal Agreement (“Agreement”) between Carson City and the Town of Gardnerville (“Gardnerville”) to provide Gardnerville a discounted rate for one year to dispose of specified solid waste at the Carson City sanitary landfill (“Landfill”). (Darren Schulz, dschulz@carson.org, Rick Cooley, rcooley@carson.org)

Staff Summary: Gardnerville directly provides trash collection services within its jurisdiction, then disposes of that collected refuse at the Landfill. Carson City has proposed changes to the rates and fees for Landfill use. Gardnerville has requested a limited exception to those planned increases to allow it to phase in the City’s increased rates over a one-year period. The Agreement requires Gardnerville to pay out-of-county rates like other such users, except that from July 1, 2023, to June 30, 2024, Gardnerville will pay \$66.00 per ton for municipal solid waste (“MSW”) brought to the Landfill, instead of \$74.00 per ton.

Agenda Action: Formal Action / Motion **Time Requested:** 10 minutes

Proposed Motion

I move to approve the Interlocal Agreement as presented.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

December 1, 2022 (Item 18A): The Board of Supervisors (“Board”) instructed City staff to initiate the process to increase rates and fees for use of the Landfill, with an emphasis on meeting financial goals while minimizing impacts on City residents.

Background/Issues & Analysis

When City staff notified Gardnerville of proposed rate and fee changes at the Landfill, Gardnerville requested that such fee increases be phased in to allow Gardnerville to adjust the collection service rates it charges Gardnerville residents through their budgetary process.

Gardnerville seeks a limited exception to the proposed rate and fee increases. That exception applies only to the Landfill’s MSW rate; Gardnerville would not receive discounts for any other category of solid waste. Further, the discount would only apply to solid waste collected as part of Gardnerville’s trash collection service, and the discount would last for one year only.

In Fiscal Year 2022, Gardnerville brought approximately 4,400 tons of waste to the Landfill as part of its trash collection service.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277.180

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: General Fund - Landfill Fees 1013980-444010

Is it currently budgeted? No

Explanation of Fiscal Impact: Landfill fees will increase by an estimated \$35,200 in fiscal year ("FY") 2024 and by an estimated \$70,400 annually for FY 2025 forward. The FY 2024 estimated fees reflect a reduction of \$35,200 due to the phase-in of the new rates in the first FY.

Alternatives

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

Attachments:

[GARDNERVILLE CARSON INTERLOCAL Landfill Fee Increase 011423v3.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

**INTERLOCAL AGREEMENT
RELATING TO THE PHASED INCREASE IN LANDFILL RATES**

This INTERLOCAL AGREEMENT is entered into by and between the Town of Gardnerville, a political subdivision of the State of Nevada (hereinafter referred to as "GARDNERVILLE") and Carson City, a consolidated municipality and political subdivision of the State of Nevada (hereinafter referred to as "CARSON CITY") and hereinafter sometimes referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, NRS 277.100(1) defines a public agency eligible to enter into an interlocal contract, and CARSON CITY and GARDNERVILLE are public agencies under that definition; and

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

WHEREAS, CARSON CITY and GARDNERVILLE are authorized by the laws of Nevada to construct, improve, maintain, and provide capital improvements and related services for the disposal of solid waste; and

WHEREAS, GARDNERVILLE provides commercial and residential solid waste collection services within its boundaries (hereinafter, "SERVICES") and disposes of said solid waste at the Carson City Landfill located at 3600 Flint Drive in eastern Carson City (hereinafter, "LANDFILL"); and

WHEREAS, GARDNERVILLE desires to continue disposing of the solid waste collected as part of its SERVICES at the LANDFILL; and

WHEREAS, CARSON CITY is preparing to revise Carson City Municipal Code ("CCMC") 12.12.047 to increase rates and fees for disposing of solid waste at the LANDFILL; and

WHEREAS, GARDNERVILLE has requested that CARSON CITY phase in such fee increases as applied to compacted and uncompact municipal solid waste ("MSW") that GARDNERVILLE delivers to the LANDFILL as part of its SERVICES; and

WHEREAS, CARSON CITY is permitted by the State of Nevada Division of Environmental Protection to receive solid waste at the LANDFILL;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

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

2. TERM OF AGREEMENT. The term of this AGREEMENT shall begin on July 1, 2023, or the date of last approval by a governing body, as discussed in paragraph 1 above, whichever is later. The term of this AGREEMENT shall end June 30, 2024.

3. CARSON CITY'S RESPONSIBILITIES.

a) CARSON CITY will accept solid waste at the LANDFILL that GARDNERVILLE has collected as part of its SERVICES, provided that solid waste meets Federal and State of Nevada Division of Environmental Protection requirements for disposal at the LANDFILL.

b) CARSON CITY staff will coordinate with GARDNERVILLE staff related to operational issues for disposal of solid wastes collected as part of GARDNERVILLE's SERVICES at the LANDFILL. CARSON CITY staff may restrict the volume or amount of solid waste received or change the manner in which solid waste received from GARDNERVILLE's SERVICES is disposed of at the LANDFILL.

c) CARSON CITY will submit an invoice to GARDNERVILLE for the cost of disposing of solid waste collected through the SERVICES at the LANDFILL. That invoice will be submitted to GARDNERVILLE monthly for the costs owed as of the prior month.

4. GARDNERVILLE'S RESPONSIBILITIES.

a) GARDNERVILLE will not knowingly allow or permit disposal of solid waste at the LANDFILL when such disposal could violate Federal, State, or CARSON CITY regulatory standards or policies.

b) GARDNERVILLE agrees to pay CARSON CITY the appropriate rates and fees for disposal of out-of-county solid waste based on the rates and fees set forth at CCMC 12.12.047, and any amendments thereto.

c) Notwithstanding the foregoing, the Parties agree that CARSON CITY will discount the MSW rate for GARDNERVILLE for a period of one year to allow GARDNERVILLE to appropriately budget for increased fees associated with LANDFILL use. Therefore, for solid waste properly categorized as MSW brought to the LANDFILL by GARDNERVILLE as part of its SERVICES, will be charged at a rate of \$66.00 per ton, instead of \$74.00 per ton, from July 1, 2023, to June 30, 2024. GARDNERVILLE shall pay standard out-of-county rates for MSW brought to the LANDFILL as part of its SERVICES beginning July 1, 2024.

d) GARDNERVILLE agrees to pay CARSON CITY no later than 30 days after receiving the invoice issued pursuant to paragraph 3(c) of this AGREEMENT.

5. MUTUAL RESPONSIBILITIES. Each Party agrees that their respective staff will mutually develop operational guidelines and other procedures needed to give the terms and intent of this AGREEMENT effect.

6. NOTICES.

a) All written notices under this AGREEMENT shall be delivered to the following officials at the addresses stated via email and via U.S. Mail:

Erik Nilssen, Town Manager
1407 US Hwy 395 N., Gardnerville, NV 89410
ehnilssen@douglasnv.us

Darren Schulz, Public Works Director
3505 Butti Way, Carson City, NV 89701
dschulz@carson.org

Either Party may from time to time, by notice in writing served upon the other as described above, designate a different address to which or a different person to whose attention all such notices or demands are thereafter to be addressed.

7. LIMITED LIABILITY. The Parties will not waive and intend to assert all available NRS Chapter 41 liability limitations in all cases. AGREEMENT liability of both Parties shall not be subject to liquidated damages or punitive damages. The Parties agree that, in the event one Party is awarded attorney's fees under this AGREEMENT for any reason, the rate applied to recoverable attorney's fees shall not exceed the rate of \$125 per hour.

8. INDEMNIFICATION.

a) To the fullest extent of NRS Chapter 41 liability limitations, each Party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the Party, its officers, employees and 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 in this paragraph.

b) The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The

indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with its own legal counsel.

9. FORCE MAJEURE: No party to this AGREEMENT shall be considered to be in default in the performance of any obligations under this AGREEMENT when a failure of performance shall be due to uncontrollable forces. The Term "uncontrollable force" shall mean any cause beyond the control of the Party unable to perform such obligation, including but not limited to failure or threat of failure of facilities, flood, earthquake, storm, fire, lighting, and other natural catastrophes, epidemic, war, civil disturbance or disobedience, strike, labor dispute, labor or material shortage, sabotage, restraint by order of a court or regulatory body or agency of competent jurisdiction, and any non-action by, or failure to obtain the necessary authorization or approvals from, a Federal governmental agency or authority, which by the exercise of due diligence and foresight such Party could not reasonably have been expected to overcome. Nothing contained herein shall be construed to require a Party to settle any strike or labor dispute in which it is involved or accede to claims or conditions which it believes to be adverse to its business or other interests.

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

11. TERMINATION; BREACH. The Parties may mutually agree to terminate this AGREEMENT at any time through a signed writing. Either Party may, unilaterally and without cause, terminate this AGREEMENT by giving the other Party thirty (30) days advance, written notice. If a Party is in breach of a portion of this AGREEMENT, then the Party alleging such breach shall provide written notice to the other Party specifying the nature of the violation and allowing thirty (30) days for the Party in breach to correct the violation. If the breach is not corrected within the thirty (30) day period, then the non-breaching Party may immediately terminate this AGREEMENT and seek any appropriate, lawful remedies. Except as otherwise provided for by law or this AGREEMENT, the rights and remedies of the Parties are not exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages and reasonable attorneys' fees and costs.

12. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The Parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. To the extent that information or documents are made confidential, the Parties shall keep such information or documents confidential. A Party may clearly label specific parts of an individual document as a "trade secret", "confidential", or similar in accordance with applicable law, provided that the labelling Party thereby agrees to indemnify and defend the other Party for honoring such a designation. The failure to so label any document shall constitute a complete waiver of any and all claims for damages caused by any release of the document.

13. PROPER AUTHORITY. The Parties hereto present 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 in this AGREEMENT.

14. SEPARATE ENTITIES. The Parties are associated with each other only for the purpose and to the extent set forth in this AGREEMENT, and in respect to performance of services and payment of costs pursuant to this AGREEMENT, each Party is and shall be a public agency separate and distinct from the other Party and, subject only to the terms of this AGREEMENT, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this AGREEMENT. Nothing contained in this AGREEMENT shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other Party.

15. GOVERNING LAW: JURISDICTION. The laws of the State of Nevada apply in interpreting and construing this Agreement. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the First Judicial District Court of the State of Nevada.

16. NO THIRD-PARTY BENEFICIARIES. It is specifically agreed between the Parties that none of the provisions this AGREEMENT create in the public or any member thereof a third-party beneficiary, or grant anyone not a Party to this AGREEMENT any right to maintain a suit for personal injuries or property damage under the terms or provisions of this AGREEMENT.

17. COUNTERPARTS. This AGREEMENT may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same AGREEMENT.

18. ENTIRE AGREEMENT AND MODIFICATION. This AGREEMENT constitutes the entire AGREEMENT of the Parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other AGREEMENTS that may have been made in connection with the subject matter hereof. Unless 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.

19. ASSIGNMENT. Neither Party may assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed as of the day and year of the last required signature set forth below.

GARDNERVILLE TOWN BOARD

CARSON CITY BOARD
OF SUPERVISORS

By: _____
Mike Henningsen
Chairman

By: _____
Lori Bagwell
Mayor

Date: _____

Date: _____

Approved as to form:

Approved as to form:

By: _____
David H. Rigdon, Esq.
Town Attorney

By: _____
Deputy District Attorney

ATTEST:

ATTEST:

By: _____
Erik Nilssen
Town Manager

By: _____
William Scott Hoen
Clerk-Recorder

Date: _____

Date: _____