



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 16, 2022

Staff Contact: Carol Akers, Purchasing & Contracts Administrator, Darren Schulz, Public Works Director and Sean Slamon, Fire Chief

Agenda Title: For Possible Action: Discussion and possible action regarding Contract 21300276 ("Contract") between Carson City and Core West, Inc. ("Core") to engage Core as a construction manager at risk ("CMAR") for a new fire station with shared facilities for emergency operations ("Project"), with Core providing pre-construction CMAR services for the Project for a not to exceed amount of \$54,000. (Carol Akers; CAkers@carson.org and Randall Rice; RRice@carson.org)

Staff Summary: A formal Request for Proposals (RFP 21300276) was released on April 25, 2022, seeking proposals for CMAR services on the Project. The Project will ultimately include the construction of a combined emergency operations center, fire station, and backup emergency dispatch center to meet the needs of an increasing population and to improve emergency management and preparedness capabilities for Carson City. The City and Core may negotiate a separate construction services contract in the future for Core to perform CMAR services for the construction phase of the Project.

Agenda Action: Formal Action / Motion **Time Requested:** 5 minutes

Proposed Motion

I move to approve the contract as presented.

Board's Strategic Goal

Efficient Government

Previous Action

May 20, 2021 – The Board of Supervisors ("Board") approved initial project funding in the FY 2022 Final Budget.

Background/Issues & Analysis

A CMAR will provide two major services for the Project, each under a separate contract. The first task is to provide pre-construction services for the Project, which includes contractor assistance and participation in the design and cost estimation for the Project. Fire stations have unique challenges; therefore, hiring a competent contractor to provide input during the design phase aids in managing project risk and helps ensure the Project will be built on time and within budget. The contract with Core that is before the Board in this agenda item addresses pre-construction CMAR services.

This second task is construction management services for the Project. A separate construction management services contract will be brought to the Board at a future date, but only if the City and the CMAR are successful in negotiating a guaranteed maximum price ("GMP") after Project design is complete. Unlike the traditional Design-Bid-Build delivery, the CMAR structure allows the parties to acquire critical knowledge about the Project's complexities, cost and scope before entering into a construction services contract. This creates

greater cost-certainty for all parties, limits the number of surprises during construction and locks in unit pricing. If no major scope changes are identified during construction, the CMAR must deliver the Project within the agreed-upon GMP and the CMAR exceeds that GMP at its own risk. For these reasons, CMAR is regarded as a particularly useful project delivery method when material scarcity and procurement lead times are a concern.

The engaged CMAR will provide pre-construction services for a sum-certain; here, Core would provide those services for a fixed fee of \$54,000. However, the City and Core would only enter into a subsequent construction services contract if they can agree upon the GMP for that contract. If those negotiations are not successful, the City would have the option to publicly bid CMAR services for the construction phase of the project through the typical public bidding process.

A formal Request for Proposals for the Project was released on April 25, 2022 and proposals were accepted through 2:00 pm on May 18, 2022. Two proposals were received, and the Review and Selection Committee selected Core to serve as the Project CMAR. Core was selected above the other firm based on their qualifications, project experience, technical capacity, project approach, and their proposed fees. The Core CMAR construction team achieved the highest combined average ranking among all committee members during the evaluation.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 338.1685 to 338.16995

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Project Number: P301222001, CIP Fire Professional Services Account 2102025-500309.

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved Project Number P301222001, CIP Fire Professional Services Account 2102025-500309, will be reduced by \$54,000; there is currently \$845,978 available.

Alternatives

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

Attachments:

[21300276 Draft Contract.pdf](#)

Board Action Taken:

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

(Vote Recorded By)

CMAR PRE-CONSTRUCTION PROFESSIONAL SERVICES AGREEMENT

Contract No. 21300276

Title: Carson City Fire Station with Shared Facilities for Emergency Operations Project Pre-Construction Services

THIS CONTRACT is made and entered into this 16th day of June, 2022, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as “**CITY**”, and CORE West, Inc. dba CORE Construction (“**CORE**”), hereinafter referred to as “**CMAR**”.

WITNESSETH:

WHEREAS, the Purchasing and Contracts Manager for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as “**NRS**”) 332 and 338 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, this Contract is for consulting services from one or more licensed architects, engineers and/or land surveyors; and

WHEREAS, this Contract (does involve X) (does not involve) a “public work” construction project, which pursuant to NRS 338.010(18) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

WHEREAS, **CMAR’S** compensation under this agreement (does X) (does not) utilize in whole or in part money derived from one or more federal grant funding source(s) as set forth in **Exhibit B**; and

WHEREAS, it is deemed necessary that the services of **CMAR** for **CONTRACT No. 21300276** (hereinafter referred to as “**Contract**”) are both necessary and in the best interest of **CITY**; and

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

1. **REQUIRED APPROVAL:**

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

2. **SCOPE OF WORK (Incorporated Contract Documents):**

CMAR shall provide and perform the pre-construction services, hereinafter referred to as the “**SERVICES**”, that are (1) described in the Contract Documents for RFP No. 21300276—including that RFP and any addenda (which is posted at ngemnv.com) and **CMAR’s** response to that RFP (attached as **Exhibit A**)—and/or (2) set forth below:

- 2.1 Participation in regularly scheduled design progress meetings (weekly) with the Designer/Architect, various other consultants and the **CITY**. The **CMAR** shall provide ongoing input with respect to design schedule, constructability, construction cost, construction duration, sequence of construction, and construction means and methods.
- 2.2 Participation in meetings with Carson City and Designer/Architect, utility companies, property owners, and local businesses to expedite the design/permit process. Provide a prime contact to establish relationships with project stakeholders prior to the construction phase.
- 2.3 Participate in Opinion of Probable Construction Cost (OPCC) meetings with City, Independent Cost Estimator (ICE), and Designer/Architect at each of the design review milestones (30%, 60%, 90% and final design phases).
- 2.4 Provide Conceptual cost estimate(s).

CMAR PRE-CONSTRUCTION PROFESSIONAL SERVICES AGREEMENT

Contract No. 21300276

Title: Carson City Fire Station with Shared Facilities for Emergency Operations Project Pre-Construction Services

- 2.5 Maintain continuous "open book" communication with Carson City, ICE, and Designer/Architect.
- 2.6 Develop construction phasing and scheduling that will minimize interruptions to existing businesses and the traveling public. Develop baseline schedules with continuous updates as the design process develops. Schedule shall identify the overall construction period.
- 2.7 Develop strategies for phasing the improvements with the available funding.
- 2.8 Continuous development of review comments, suggestions, and cost estimates and models throughout the phases of design.
- 2.9 Development of constructability and value engineering suggestions at each phase of design (30%, 60% and 90%).
- 2.10 Facilitate long-lead procurement studies and identify long-lead items.
- 2.11 Development of potential bidder lists and coordination of input from subcontractors with regard to each of the items previously described in the in the description of work.
- 2.12 Distribution of documents to potential bidders, coordination of pre-bid conferences and bid openings, and assistance with selection of the best bids in each category.
- 2.13 Continuous development of a detailed open book cost model with updates based on bids obtained from subcontractors, after reviewing and coordinating the bid results with the CITY, and based on interim submittals.
- 2.14 Development of final CMAR constructability and value engineering suggestions (based on 100% Construction Documents).
- 2.15 Assist the City with avoiding procurement of duplicative or unnecessary services and materials.

3. **CMAR QUALIFICATIONS TO PROVIDE SERVICES:**

CMAR represents that it meets the requirements to provide the SERVICES, as described and represented by the Contract Documents, including RFP No. 21300276 (which is posted at ngemnv.com) and CMAR's response to that RFP (attached as **Exhibit A**), and CMAR further represents that it is currently, and will be for the duration of the SERVICES:

- 3.1 Duly licensed by CITY for the purposes of performing the SERVICES, and it is duly qualified and licensed in the State of Nevada for the purposes of performing the SERVICES.
- 3.2 Registered, with a DUNS number, on the U.S. Government System for Award Management (www.sam.gov).
- 3.3 Not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. This representation applies to CMAR and its principals, and includes, but is not limited to, the requirements set forth at Executive Order 12549 and implemented at 34 CFR Part 85.

CMAR PRE-CONSTRUCTION PROFESSIONAL SERVICES AGREEMENT

Contract No. 21300276

Title: Carson City Fire Station with Shared Facilities for Emergency Operations Project Pre-Construction Services

3.4 Willing and able to certify that all solicitations and awards for sub-contracts will comply with: 2 C.F.R §§ 200.319 (b), 200.321, 200.322, 200.323, and Appendix II, Part 200.

3.5 It and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. **CMAR** shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CMAR** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **CMAR** to **CITY**.

3.6 Neither the execution of this Contract nor the rendering of services by **CMAR** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CMAR** is a party or by which **CMAR** is bound, or which would preclude **CMAR** from performing the SERVICES required of **CMAR** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such SERVICES.

3.7 Before commencing with the performance of any work under this Contract, **CMAR** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CMAR** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CMAR** performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

3.8 If the CITY was required by NRS 332.065(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CMAR** provides a written certification that the **CMAR** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CMAR** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the **CMAR's** non-compliance with this Section.

3.9 Special Terms and Conditions for Engineers, Architects, and Land Surveying/Testing:

3.9.1 *Use of **CMAR'S** Drawings, Specifications and Other Documents:*

3.9.1.1 The drawings, specifications and other documents prepared by **CMAR** for this Contract are instruments of **CMAR'S** service for use solely with respect to this Contract and, unless otherwise provided, **CMAR** shall be deemed the author of these documents and shall retain all common law statutory and other reserved rights, including the copyright.

3.9.2 *Cost Accounting and Audits:*

3.9.2.1 If required by **CITY**, **CMAR** agrees to make available to **CITY** for two (2) years after the completion of the SERVICES under this Contract, such books, records, receipts, vouchers, or other data as may be deemed necessary by **CITY** to enable it to arrive at

CMAR PRE-CONSTRUCTION PROFESSIONAL SERVICES AGREEMENT

Contract No. 21300276

Title: Carson City Fire Station with Shared Facilities for Emergency Operations Project Pre-Construction Services

appropriate cost figures for the purpose of establishing depreciation rates for the various materials and other elements which may have been incorporated into the SERVICES performed under this Contract.

3.9.3 *If Land Surveying or Testing SERVICES are provided to a Public Work Project involving actual Construction (not solely design work):*

3.9.3.1 DAVIS-BACON & RELATED ACTS 29 CFR PARTS 1,3,5,6,&7 AND NRS 338.070(5): **CMAR** shall comply with Davis-Bacon Act and NRS 338.070(5). **CMAR** and each covered contractor or subcontractor must provide a weekly statement of wages paid to each of its employees engaged in covered SERVICES. The statement shall be executed by **CMAR** or subcontractor or by an authorized officer or employee of **CMAR** or subcontractor who supervised the payment of wages and shall be on the "Statement of Compliance" form. **CMAR** shall submit a Statement of Compliance that is prescribed by the Nevada Labor Commissioner or contains identical wording. Per NRS 338.070(6) the records maintained pursuant to subsection 5 of this statute must be open at all reasonable hours to the inspection of the public body (the **CITY'S** representative) awarding the contract. The **CMAR** engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the public body awarding the contract (the **City**) **no later than 15 days after the end of the month**.

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

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

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

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

- (1) The name of the worker;
- (2) The occupation of the worker;

CMAR PRE-CONSTRUCTION PROFESSIONAL SERVICES AGREEMENT

Contract No. 21300276

Title: Carson City Fire Station with Shared Facilities for Emergency Operations Project Pre-Construction Services

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

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

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

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

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

(1) The name of the worker;

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

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

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

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

3.9.3.4 FAIR EMPLOYMENT PRACTICES: Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CMAR** and a public body such as **CITY**:

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

CMAR PRE-CONSTRUCTION PROFESSIONAL SERVICES AGREEMENT

Contract No. 21300276

Title: Carson City Fire Station with Shared Facilities for Emergency Operations Project Pre-Construction Services

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

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

3.9.3.5.1 In connection with the performance of SERVICES under this Contract, **CMAR** agrees to comply with the provisions of NRS 338.130 requiring certain preferences to be given to which persons are employed in the construction of a public work. If **CMAR** fails to comply with the provisions of NRS 338.130, pursuant to the terms of NRS 338.130(3), this Contract is void, and any failure or refusal to comply with any of the provisions of this section renders this Contract void.

3.10 CITY Responsibilities:

3.10.1 **CITY** shall make available to **CMAR** all technical data that is in **CITY'S** possession, reasonably required by **CMAR** relating to the SERVICES.

3.10.2 **CITY** shall provide access to and make all provisions for **CMAR** to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for **CMAR** to perform the SERVICES.

3.10.3 **CITY** shall examine all reports, correspondence, and other documents presented by **CMAR** upon request of **CITY**, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of **CMAR**.

3.10.4 It is expressly understood and agreed that all work done by **CMAR** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CMAR** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

4. CONTRACT TERM:

4.1 This Contract shall be effective from June 21, 2022, subject to Carson City Board of Supervisors' approval (anticipated to be June 16, 2022) to June 30, 2023, unless sooner terminated by either party as specified in Section 7 (CONTRACT TERMINATION).

5. NOTICE:

CMAR PRE-CONSTRUCTION PROFESSIONAL SERVICES AGREEMENT

Contract No. 21300276

Title: Carson City Fire Station with Shared Facilities for Emergency Operations Project Pre-Construction Services

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

5.2 Notice to **CMAR** shall be addressed to:

Seth Maurer, President
CORE West, Inc. dba CORE Construction ("CORE")
5330 Reno Corporation Dr.
Reno, NV 89511
775-525-5757
sethmaurer@coreconstruction.com

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

Carson City Purchasing and Contracts Department
Carol Akers, Purchasing & Contracts Administrator
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362 / FAX 775-887-2286
CAkers@carson.org

6. COMPENSATION:

6.1 The parties agree that **CMAR** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CMAR** the Contract's compensation based upon the Scope of Work Fee Schedule for a not to exceed maximum amount of Fifty Four Thousand Dollars and 00/100 (\$54,000.00), and hereinafter referred to as "Contract Sum".

6.2 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.

6.3 **CITY** has provided a sample invoice and **CMAR** shall submit its request for payment using said sample invoice.

6.4 Payment by **CITY** for the SERVICES rendered by **CMAR** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the later date.

6.5 **CITY** does not agree to reimburse **CMAR** for expenses unless otherwise specified.

7. TIMELINESS OF BILLING SUBMISSION:

CMAR PRE-CONSTRUCTION PROFESSIONAL SERVICES AGREEMENT

Contract No. 21300276

Title: Carson City Fire Station with Shared Facilities for Emergency Operations Project Pre-Construction Services

7.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CMAR** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CMAR**.

8. CONTRACT TERMINATION:

8.1 Termination Without Cause:

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

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

8.2 Termination for Nonappropriation:

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

8.3 Cause Termination for Default or Breach:

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

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

8.3.2.1 If **CMAR** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any SERVICES called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

8.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CMAR** to provide the goods or SERVICES or any services required by this Contract is for

CMAR PRE-CONSTRUCTION PROFESSIONAL SERVICES AGREEMENT

Contract No. 21300276

Title: Carson City Fire Station with Shared Facilities for Emergency Operations Project Pre-Construction Services

any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

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

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

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

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

8.4 Time to Correct (Declared Default or Breach):

8.4.1 Termination upon a declared default or breach may be exercised only after providing 7 (seven) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause or termination for nonappropriation.

8.5 Winding Up Affairs Upon Termination:

8.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 8.5** (Winding Up Affairs Upon Termination) survive termination:

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

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

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

8.5.1.4 **CMAR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance **Section 20** (CITY OWNERSHIP OF

CMAR PRE-CONSTRUCTION PROFESSIONAL SERVICES AGREEMENT

Contract No. 21300276

Title: Carson City Fire Station with Shared Facilities for Emergency Operations Project Pre-Construction Services

PROPRIETARY INFORMATION).

8.6 Notice of Termination:

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

9. REMEDIES:

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

10. LIMITED LIABILITY:

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

11. FORCE MAJEURE:

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

12. INDEMNIFICATION:

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

12.2 As required by NRS 338.155, if this Contract involves a "public work" construction project as defined above, CMAR shall defend, indemnify and hold harmless the CITY, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorney's fees, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or

CMAR PRE-CONSTRUCTION PROFESSIONAL SERVICES AGREEMENT

Contract No. 21300276

Title: Carson City Fire Station with Shared Facilities for Emergency Operations Project Pre-Construction Services

intentional misconduct of the **CMAR** or the employees or agents of the **CMAR** in the performance of the Contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this section. However, with respect to any anticipated benefits to **CITY** resulting from the Scope of Work, **CMAR** shall not be responsible or liable to **CITY** for any warranties, guarantees, fitness for a particular purpose or loss of anticipated profits resulting from any termination of this Contract. Additionally, **CMAR** shall not be responsible for acts and decisions of third parties, including governmental agencies, other than **CMAR'S** subcontractors, that impact project completion and/or success.

12.3 Except as otherwise provided in Subsection 12.5 below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

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

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

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

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

13. INDEPENDENT CONTRACTOR:

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

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

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

13.4 **CMAR**, in addition to Section 11 (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CMAR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

13.5 Neither **CMAR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

CMAR PRE-CONSTRUCTION PROFESSIONAL SERVICES AGREEMENT

Contract No. 21300276

Title: Carson City Fire Station with Shared Facilities for Emergency Operations Project Pre-Construction Services

14. INSURANCE REQUIREMENTS (GENERAL):

14.1 NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.

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

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

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

14.5 *Insurance Coverage (14.6 through 14.23):*

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

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

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

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

14.7 *General Insurance Requirements (14.8 through 14.23):*

14.8 **Certificate Holder:** Each certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

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

14.10 **Waiver of Subrogation:** Each liability insurance policy, except for professional liability, shall provide for a waiver of subrogation in favor of City:

14.10.1 **CMAR** maintains an additional \$5,000,000.00 umbrella policy in lieu of the Waiver of Subrogation Clause.

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

CMAR PRE-CONSTRUCTION PROFESSIONAL SERVICES AGREEMENT

Contract No. 21300276

Title: Carson City Fire Station with Shared Facilities for Emergency Operations Project Pre-Construction Services

14.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CMAR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CMAR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$50,000.00 per occurrence, unless otherwise approved by **CITY**.

14.13 **Policy Cancellation:** Except for ten (10) calendar days' notice for non-payment of premium, **CMAR** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

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

14.15 **Evidence of Insurance:** Prior to commencement of work, **CMAR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 2, Carson City, NV 89701:

14.16 **Certificate of Insurance:** **CMAR** shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Acor 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CMAR**.

14.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 14.9** (Additional Insured).

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

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

14.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

CMAR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence.

14.20.1 *Minimum Limits required:*

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

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

CMAR PRE-CONSTRUCTION PROFESSIONAL SERVICES AGREEMENT

Contract No. 21300276

Title: Carson City Fire Station with Shared Facilities for Emergency Operations Project Pre-Construction Services

- Aggregate.
- 14.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.
- 14.20.5 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].
- 14.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.
- 14.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
- 14.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
- 14.20.9 **CMAR** waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy
- 14.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**
- 14.21.1 *Minimum Limit required:*
- 14.21.2 **CMAR** shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
- 14.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
- 14.21.4 **CMAR** waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by Contractor pursuant this Contract.
- One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.
- 14.22 **PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)**
- 14.22.1 *Minimum Limit required:*
- 14.22.2 **CMAR** shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.

CMAR PRE-CONSTRUCTION PROFESSIONAL SERVICES AGREEMENT

Contract No. 21300276

Title: Carson City Fire Station with Shared Facilities for Emergency Operations Project Pre-Construction Services

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

14.22.4 **CMAR** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, **CMAR** shall purchase Extended Reporting Period coverage for claims arising out of **CMAR's** negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years.

14.22.5 A certified copy of this policy may be required.

14.23 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

14.23.1 **CMAR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease

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

14.23.3 **CMAR** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by **CMAR** pursuant to this Contract. **CMAR** shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

15. **BUSINESS LICENSE:**

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

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

16. **COMPLIANCE WITH LEGAL OBLIGATIONS:**

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

17. **WAIVER OF BREACH:**

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

CMAR PRE-CONSTRUCTION PROFESSIONAL SERVICES AGREEMENT

Contract No. 21300276

Title: Carson City Fire Station with Shared Facilities for Emergency Operations Project Pre-Construction Services

18. SEVERABILITY:

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

19. ASSIGNMENT / DELEGATION:

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

20. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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

21. PUBLIC RECORDS:

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

22. CONFIDENTIALITY:

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

23. FEDERAL FUNDING:

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

23.1.1 CMAR certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

23.1.2 CMAR and its subcontractors must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding.

CMAR PRE-CONSTRUCTION PROFESSIONAL SERVICES AGREEMENT

Contract No. 21300276

Title: Carson City Fire Station with Shared Facilities for Emergency Operations Project Pre-Construction Services

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

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

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

23.1.6 **CMAR** shall ensure that all solicitations and awards for sub-contracts issued as part of the SERVICES will comply with: 2 C.F.R §§ 200.319 (b), 200.321, 200.322, 200.323, and Appendix II, Part 200.

24. **LOBBYING:**

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

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

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

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

25. **GENERAL WARRANTY:**

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

26. **PROPER AUTHORITY:**

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

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

CMAR PRE-CONSTRUCTION PROFESSIONAL SERVICES AGREEMENT

Contract No. 21300276

Title: Carson City Fire Station with Shared Facilities for Emergency Operations Project Pre-Construction Services

If the SERVICES under this Contract involve a “public work” as defined under NRS 338.010(18), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution (“ADR”) before initiation of a judicial action if a dispute arising between the public body and the **CMAR** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CMAR** regarding that public work cannot otherwise be settled, **CITY** and **CMAR** agree that, before judicial action may be initiated, **CITY** and **CMAR** will submit the dispute to non-binding mediation. **CITY** shall present **CMAR** with a list of three potential mediators. **CMAR** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

28. GOVERNING LAW / JURISDICTION:

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

29. ENTIRE CONTRACT AND MODIFICATION:

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

CMAR PRE-CONSTRUCTION PROFESSIONAL SERVICES AGREEMENT

Contract No. 21300276

Title: Carson City Fire Station with Shared Facilities for Emergency Operations Project Pre-Construction Services

30. ACKNOWLEDGMENT AND EXECUTION:

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

CITY

Executive Office
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
CAkers@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney

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

By: _____
Sheri Russell, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

CONTRACTOR will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts

BY: Carol Akers
Purchasing & Contracts Administrator

Project# P301222001
Acct# 2102025-500309

By: _____

Dated _____

CMAR PRE-CONSTRUCTION PROFESSIONAL SERVICES AGREEMENT

Contract No. 21300276

Title: Carson City Fire Station with Shared Facilities for Emergency Operations Project Pre-Construction Services

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

CMAR

BY: Seth Maurer

TITLE: President

FIRM: CORE West, Inc. dba CORE Construction (CORE)

CARSON CITY BUSINESS LICENSE #: BL-003769

Address: 5330 Reno Corporation Dr.

City: Reno **State:** NV **Zip Code:** 89511

Telephone: 775-525-5757

E-mail Address: sethmaurer@coreconstruction.com

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

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

(Signature of Notary)

(Notary Stamp)

CMAR PRE-CONSTRUCTION PROFESSIONAL SERVICES AGREEMENT

Contract No. 21300276

**Title: Carson City Fire Station with Shared Facilities for Emergency
Operations Project Pre-Construction Services**

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of June 16, 2022 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 21300276**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

LORI BAGEWELL, MAYOR

DATED this 16th day of June, 2022.

ATTEST:

AUBREY ROWLATT, CLERK-RECORDER

DATED this 16th day of June, 2022.

CARSON CITY FIRE STATION WITH SHARED FACILITIES FOR EMERGENCY OPERATIONS PROJECT

RFP #21300276

MAY 18, 2022 | 2:00PM



Carson City Heroes for Over 160 Years!





RFP SUBJECT:

Request for Proposals for Construction Manager at Risk
Carson City Fire Station with Shared Facilities for Emergency Operations
RFP# 21300276

FIRM NAME:

CORE West, Inc. dba CORE Construction (CORE)

ADDRESS:

5330 Reno Corporate Dr.
Reno, NV 89511

TELEPHONE NUMBER

(775) 525-5757

DUNS NUMBER

140392056

CONTACT:

Seth Maurer, President
CORE West, Inc.
sethmaurer@coreconstruction.com
P: (775) 525-5757
C: (775) 750-1776

May 18, 2022

Ms. Carol Akers
Purchasing and Contracts Administrator
Carson City Purchasing and Contracts
201 N. Carson Street, Suite 2
Carson City, NV 89704

**RE: Request for Proposals (RFP) 21300276
Carson City Fire Station with Shared Facilities for Emergency Operations Project**

Dear Ms. Akers and Selection Committee Members:

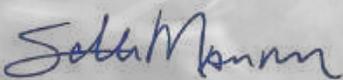
First and foremost, thank you for the opportunity to submit our qualifications to serve as your Construction Manager at Risk (CMAR) for the Carson City Fire Station with Shared Facilities for Emergency Operations project. We have great respect and appreciation for the selfless service that our first responders deliver to our community every day, and it is a privilege to have the opportunity to pay it back through our professional services as a CMAR. We believe that our company culture of servant leadership, combined with our experience in constructing Public Safety Buildings, is in total alignment with the vision and objectives of Carson City. Below are a few reasons why we believe we can deliver on this very special project.

CMAR EXPERIENCE: Having served on over 120 CMAR projects for over 25 Public Sector Clients, CORE is the most experienced CMAR in the state of Nevada. Our dedicated pursuit toward Qualification Based Selection delivery projects gives us a clear understanding that, in order to get hired again, we must serve our Clients well and execute to a level that exceeds your expectations.

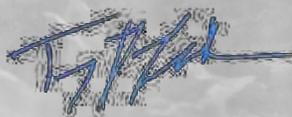
UNPARALLELED PUBLIC SAFETY EXPERIENCE: CORE has built more than 130 fire stations and over 250 public safety projects nationwide, earning us the rank of the nation's **2ND-LARGEST PUBLIC SAFETY BUILDER**. We are excited to bring our unique knowledge and lessons learned to your project. As public safety builders, we feel it is our responsibility to construct facilities that are not only highly functional and efficient, but also clean, safe, and that promote optimal health and wellness for our first responders. In 2017, we launched an initiative designed to help mitigate occupational hazards and associated health risks that our first responders face due to the dangerous conditions in which they selflessly work. This initiative, called Clean Public Safety Building (CleanPSB), is now a standard program that we deploy on all projects nationwide.

EXPERIENCE WITH TSK: CORE's relationship with TSK Architects spans over two decades and includes over two dozen projects in the state of Nevada. Our two firm's cultures are very well aligned when it comes to serving our Clients. These cultures are founded in trust, collaboration, and respect for everyone's opinion, especially that of the Client. CORE and TSK's relationship and familiarity with each other will allow us to hit the ground running on your project.

We extend our sincere thanks for your careful review of our qualifications. Our entire team looks forward to this special opportunity in serving as your trusted CMAR partner.



Seth Maurer
President



Taylor Laack
Project Manager

*CORE's Project Manager will not be removed from the project without permission from the City.
*CORE acknowledges Addendum 1 dated May 12, 2022.

Primary Contact

SETH MAURER
PRESIDENT

5330 Reno Corporate Dr.
Reno, NV 89511

E: sethmaurer
@coreconstruction.com
T: 775.525.5757
C: 775.750.1776



5.4.1 FIRM INFORMATION



FIRM NAME, BUSINESS ADDRESS, YEAR ESTABLISHED, TYPE OF FIRM OWNERSHIP (I.E., SINGLE SOURCE, JOINT VENTURE), NAME AND ADDRESS OF PARENT COMPANY, FORMER PARENT COMPANY NAMES, NAME AND CONTACT INFORMATION FOR PRINCIPAL PERSONNEL, AREAS OF RESPONSIBILITY, AND TOTAL NUMBER OF PERSONNEL. INCLUDE AN EXPLANATION OF WHETHER THE APPLICANT HAS AN OFFICE WITHIN CARSON CITY (OR THE CONTIGUOUS COUNTIES TO CARSON CITY IN NEVADA).

FIRM NAME

CORE West, Inc. dba CORE Construction (CORE)

BUSINESS ADDRESS

5330 Reno Corporate Dr.
Reno, NV 89511

YEAR ESTABLISHED

Nationally 1937
Locally 1986

TYPE OF FIRM OWNERSHIP

Single Source (Corporation)

NAME AND ADDRESS OF PARENT COMPANY

The CORE Group
6320 Research Rd.
Frisco, TX 75033

FORMER PARENT COMPANY NAMES

N/A

NAME AND CONTACT INFORMATION FOR PRINCIPAL PERSONNEL

Seth Maurer, President
sethmaurer@coreconstruction.com
C: (775) 750-1776

AREAS OF RESPONSIBILITY

CORE will provide Construction Manager at Risk services.

TOTAL NUMBER OF PERSONNEL

Nationally 1,200+
Locally 121

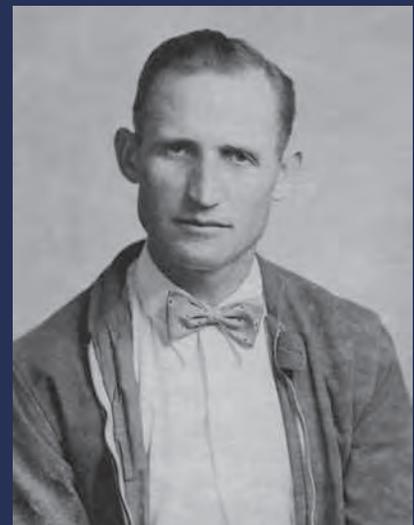
Our firm's west coast sector is known as CORE West, and includes offices in Auburn, CA, Boise, ID, and Las Vegas, NV, with our headquarters stationed in Reno, NV. All work will be performed out of our Reno office.



SCAN THE QR CODE TO SEE A SHORT VIDEO OF CORE'S HERITAGE.

CORE's rich history started with one key moment in 1937, when our founder, Otto Baum, applied for a loan to start a masonry company. He had nothing to use as collateral except for his proven character and exemplary reputation. When the bank manager asked the loan officer why they should consider Otto's request, the officer simply replied, **"I trust him."** This event sparked the beginning of a company that would one day grow to multiple locations across the U.S., supported by over 1,200 employees and a strong culture built on the same trust Otto started the company with in 1937.

Our Mission is to earn the trust of our Employees, Building Partners and Clients. Achieving this mission begins by building teams with members who have unwavering, comprehensive trust in one another. Each team member understands the CORE Values we stand for: Integrity, Fairness, Continuous Improvement and Results. These CORE Values represent foundational elements of trust itself. We are dedicated to earning the trust of our Clients through our commitment to teamwork, our adherence to our CORE Values, and our dedication to the belief that The Client Decides.



5.4.2 FIRM ORGANIZATIONAL CHART Exhibit A

PROVIDE A PROJECT-SPECIFIC ORGANIZATIONAL CHART FOR BOTH PRE-CONSTRUCTION AND CONSTRUCTION PHASES. INDICATE LINES OF RESPONSIBILITY AND/OR COMMUNICATION.

SPECIFICALLY INCLUDE THE CMAR TEAM LEADER, PROJECT MANAGER, ESTIMATOR, SUPERINTENDENT, SCHEDULE COORDINATOR. CMAR FIRM SHALL ALSO DISCLOSE ANY CLOSE PERSONAL OR FAMILIAL CONNECTIONS WITH CARSON CITY AND/OR DESIGNER/ARCHITECT. CMAR FIRM SHALL INCLUDE NARRATIVE ON RELEVANT EXPERIENCE AND BENEFIT TO PROJECT.

When viewed from a distance, a project like renovation, or even new build of a fire station might seem relatively simple and straightforward. Our team is ranked as the 2nd-Largest Public Safety Builder in the U.S., having built more than 130 fire projects and we will be the first to tell you, they are not simple. Very few industries have evolved at higher pace than the fire sector. As we gain a more sophisticated understanding of the physical, medical, and psychological stresses our brave fire fighters face day-to-day, we also gain a deeper understanding of the role their environment can play in helping to ease those stresses. With the proper facilities, fire fighters can establish a work-life balance more conducive to their long-term health, safety, and

motivation to put on their gear day after day, and go out to protect our community. Construction plays a small role in that, but to this degree that we can at least contribute to your crews' well-being. Our experience has provided us with incomparable lessons learned and knowledge as to how we can contribute to the long-term well being of your crews.

CORE launched a program in 2017 called Clean Public Safety Building (CleanPSB) to help fight against the occupational hazards that First Responders face by developing and implementing best practices for Public Safety Facilities to ensure they are designed and constructed to be as clean and safe as possible. CleanPSB is now a company standard nationwide.

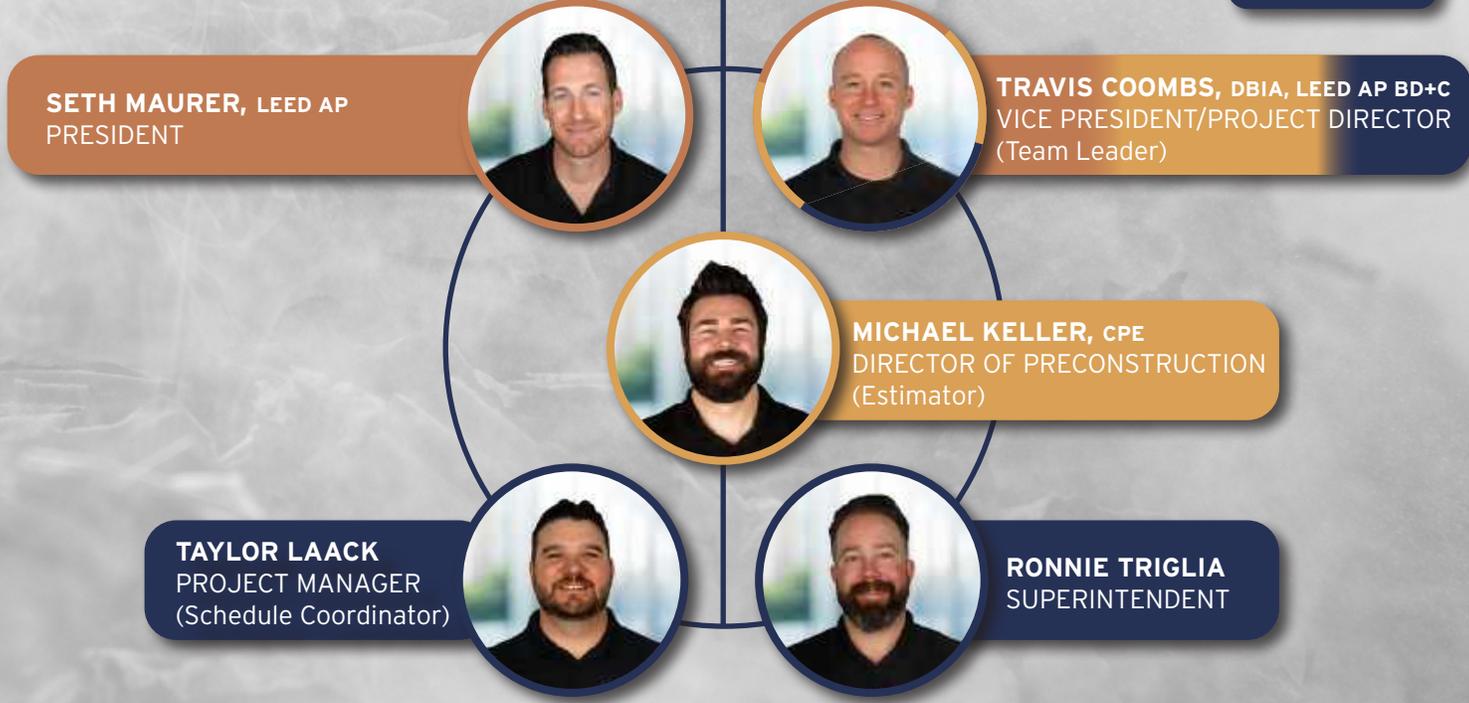


We have a deep understanding of the materials and methodologies that can lead to finished facilities that are intentionally designed and built to promote the long-term well being of your personnel. We provide essential information and leadership that will guide your projects toward achieving this outcome, and will leave no stone unturned in an effort to maximize these end user-friendly features and methods while remaining fully aligned with the Carson City's budgetary and scheduling constraints.



tsk

- LEADERSHIP
- PRECONSTRUCTION
- OPERATIONS



5.4.4 CMAR PROJECT EXPERIENCE Exhibit A

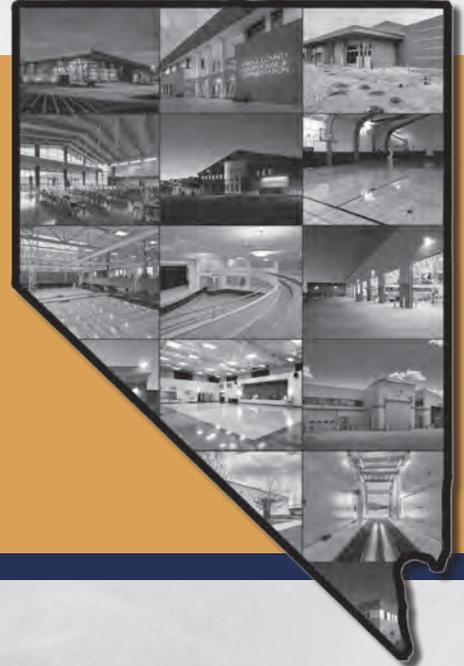


INCLUDE PROJECT NAME; PROJECT DESCRIPTION; CLIENT REFERENCES OF THOSE WHO HAVE KNOWLEDGE OF THE BACKGROUND, CHARACTER, AND TECHNICAL COMPETENCE OF THE CMAR FIRM AND/OR KEY PERSONNEL (INCLUDING THE REFERENCE'S NAME, ADDRESS, EMAIL, AND TELEPHONE NUMBER); PROJECT COMPLETION DATE; PROJECT BUDGET; TYPE OF SERVICES PROVIDED BY CMAR FIRM AND/OR KEY PERSONNEL; AND OTHER PERTINENT INFORMATION FOR UP TO 5 PROJECTS.

Please refer below and to the following pages for CORE's selected CMAR project experience.

**We are the most experienced
CMAR in Nevada.**

+120 CMAR Projects Completed



1

CARSON CITY SCHOOL DISTRICT EAGLE VALLEY MIDDLE SCHOOL ADDITION

The Eagle Valley Middle School Addition project is currently in construction for Carson City School District and includes a 22,248-square-foot addition to the existing 101,000-square-foot middle school campus. Scope consists of adding 10 general classrooms, administrative offices, and a STEM lab. The project also includes additional parking to alleviate traffic congestion and a substantial amount of sitework to integrate the addition into the sloped topography.

COMPLETION DATE: Anticipated completion is July 2022

BUDGET: \$12M

SERVICES PROVIDED: CMAR

CLIENT CONTACT:

Mark Korinek, Director of Operations

P: (775) 283-2181

E: mkorinek@carson.k12.nv.us

5.4.4 CMAR PROJECT EXPERIENCE Exhibit A

2



LANDER COUNTY HOSPITAL DISTRICT BATTLE MOUNTAIN GENERAL HOSPITAL COMMUNITY SERVICES CENTER

The Battle Mountain General Hospital Community Services Center project, built for Lander County Hospital District, included the new construction of a 14,992-square-foot medical clinic and first responder hub located in Battle Mountain, NV. The facility houses exam rooms, administrative offices, break rooms, four bed dormitory, and an ambulance bay. Construction of the clinic consisted of a concrete slab-on-grade and footings foundation, a wood and concrete masonry unit structural frame, an exterior of stucco, masonry veneer, and metal panels, and a standing seam roof. The project also featured an asphalt parking lot, concrete helipad, and landscaping.

COMPLETION DATE: August 2015

BUDGET: \$5.3M

SERVICES PROVIDED: CMAR

CLIENT CONTACT:

Dan Itza, Director of Facilities

P: (775) 374-0351

E: ditza@bmgh.org

3



STATE PUBLIC WORKS DIVISION NATIONAL GUARD READINESS CENTER

The National Guard Readiness Center, built for the State Public Works Division and Nevada Army National Guard, included the construction of a new 71,000-square-foot, two-story training center located in Las Vegas, NV. This structure is classified as a mixed use facility including assembly and business and storage occupancies, all of which was Type IIB construction. The primary structure was built using concrete slab-on-grade and slab-on-deck with a combination of concrete masonry and steel post/beam vertical assemblies. Major site amenities include a secured entry point and site perimeter, access roads, personal vehicle parking, military/heavy equipment storage, and a

2,800-square-foot enclosed metal building. Provisions for future geothermal and photovoltaic incorporation were included.

COMPLETION DATE: June 2020

BUDGET: \$32.1M

SERVICES PROVIDED: CMAR

CLIENT CONTACT:

Kirsten Nalley, SPWD Project Manager

P: (702) 486-4564

E: knalley@admin.nv.gov



5.4.4 CMAR PROJECT EXPERIENCE Exhibit A



4



STATE PUBLIC WORKS DIVISION WASHOE COUNTY TRAINING CENTER (NEVADA ARMY NATIONAL GUARD)

The Washoe County Training Center project, currently being built for the State Public Works Division, includes a 55,000-square-foot addition to the existing Washoe County Training Center Building at the Harry Reid Training Center in Reno, NV. Construction will include alterations to the existing training center, all utility services, information systems, fire detection and alarm systems, and site improvements including roads, walks, curbs, gutters, storm drainage, and parking areas. The facility is being designed in accordance with the Department of Defense's (DoD's) Unified Facilities Code including energy efficiencies, building envelope, and integrated building systems performance. Access for individuals with

disabilities will be provided and antiterrorism measures in accordance with the DoD Minimum Antiterrorism for building standards will be provided.

COMPLETION DATE: Anticipated Completion is July 2024

BUDGET: \$34.2M

SERVICES PROVIDED: CMAR

CLIENT CONTACT:

Kirsten Nalley, SPWD Project Manager

P: (702) 486-4564

E: knalley@admin.nv.gov



5



STATE PUBLIC WORKS DIVISION SOUTH RENO DMV

The South Reno DMV project, built for the State Public Works Division, included the new construction of a 54,111-square-foot Department of Motor Vehicles facility in South Reno. The facility functions as a customer service center for the Department of Motor Vehicles and supports approximately 136 public service employees. The municipal transportation complex was constructed on a spread and continuous footings foundation with a concrete masonry unit (CMU) block and structural steel frame. A CMU exterior covered by metal panel siding and glass, and a single-ply roof completed the construction. This facility provides the Reno community with a new commercial driver's license office and testing center, a

motorcycle testing area, an inspection station and an emissions lab.

COMPLETION DATE: October 2020

BUDGET: \$38.2M

SERVICES PROVIDED: CMAR

CLIENT CONTACT:

Kent LeFevre, SPWD Project Manager

P: (702) 486-4570

E: kalefevre@admin.nv.gov

5.4.5 SIMILAR PROJECT EXPERIENCE Exhibit A



INCLUDE PROJECT NAME; PROJECT DESCRIPTION; CLIENT REFERENCES OF THOSE WHO HAVE KNOWLEDGE OF THE BACKGROUND, CHARACTER AND TECHNICAL COMPETENCE OF THE CMAR FIRM AND/OR KEY PERSONNEL (INCLUDING REFERENCE'S NAME, ADDRESS, EMAIL, AND TELEPHONE NUMBER); PROJECT COMPLETION DATE; PROJECT BUDGET; TYPE OF SERVICES PROVIDED BY CMAR FIRM AND/OR KEY PERSONNEL; AND OTHER PERTINENT INFORMATION FOR UP TO 5 PROJECTS OF SIMILAR SIZE AND SCOPE, BOTH PUBLIC AND PRIVATE, INCLUDING AN EXPLANATION OF THE EXPERIENCE THE APPLICANT HAS IN ASSISTING IN THE DESIGN OF SUCH PROJECTS.

CORE is the most experienced CMAR in the state of Nevada. We have completed over 120 CMAR projects for more than 25 Public Sector Clients and will bring many lessons learned to your project. Having CORE as part of the team during the Design Phase brings our experience and expertise to Carson City and the TSK Team. We understand that we are not the decision makers during the Design Phase, but are rather providers of information, various options to consider, and a builder's perspective, which allows Carson City and TSK to make much more informed decisions than under a traditional Design-Bid-Build model. We have a motto that our pre-construction services are aimed at "providing leadership and professional services toward Best Value". Achieving Best Value means finding positive solutions that guide the project to an ideal balance of cost, schedule and quality. The very conceptual nature of the current design status and how it ties in to serve the purpose of Carson City creates a tremendous opportunity for the team to collaboratively determine the Best Value for this project. The earlier these discussions are had, the more opportunity the team has to positively influence the project.

108 Fire Station

The Fire Station 108 project, built for the City of Las Vegas, included the new construction of a 7,640-square-foot fire station located in Las Vegas, NV. The two-bay drive-through station houses an engine company and rescue unit for Las Vegas Fire and Rescue. The project also features a full kitchen, fitness gym, day room, and dorm facilities in addition to LED lighting with sensing technology, full generator back up, and data/communications infrastructure. The fire station was constructed using a spread footing foundation, insulated concrete foam and steel joist structural frame, an exterior insulation and finish system with stone veneer, and a single-ply standing seam and membrane roof. It was awarded the Outstanding Service Award by Las Vegas Fire and Rescue and the Best Light Commercial Award from ICF Builder. This project achieved LEED Gold Certification from the U.S. Green Building Council for sustainability and energy efficiency. Due to CORE's construction efficiency, the Fire Station 108 project finished early and under budget.

COMPLETION: August 2014

BUDGET: \$4.9M

SERVICES PROVIDED: CMAR

CONTACT: Louis Baker III, Construction Project Administrator | Las Vegas Fire & Rescue

P: (702) 229-0353

E: lbaker@lasvegasnevada.gov



5.4.5 SIMILAR PROJECT EXPERIENCE

Exhibit A

91 Fire Station

The City of Henderson Fire Station 91 project, included the new construction of a 10,998-square-foot fire station located in Henderson, NV. The facility houses three apparatus bays and a training room. The project also features seven dorm rooms, administrative offices, a kitchen, and rehab day room. The fire station was constructed on a slab-on-grade concrete foundation, a concrete masonry unit and steel structural frame, an exterior of metal wall panels, and thermoplastic polyolefin roof. This project achieved LEED Gold Certification from the U.S. Green Building Council for energy efficiency and sustainable features. Henderson Fire Station 91 now increases the level of fire protection and safety to the communities of Inspirada and Medeira Canyon.

COMPLETION: November 2017

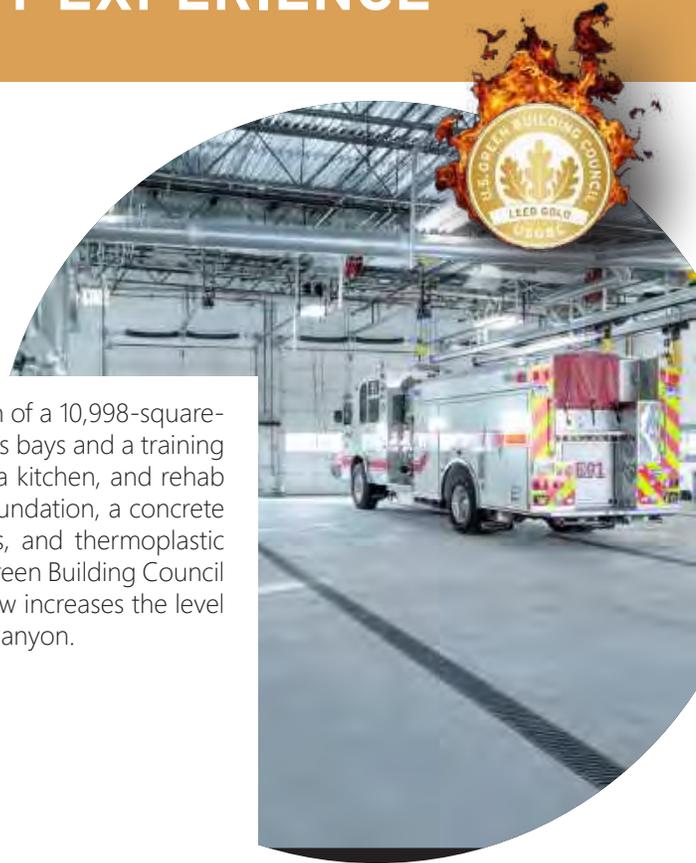
BUDGET: \$6.1M

SERVICES PROVIDED: CMAR

CONTACT: Troy Westover, Facilities Manager | City of Henderson

P: (702) 267-3290

E: troy.westover@cityofhenderson.com



85 Fire Station

The City of Henderson Fire Station 85 project, included the construction of a new 11,946-square-foot fire station in place of an existing dog park, and the relocation and new construction of a two-acre dog park adjacent to Hidden Falls Park in Henderson, NV. The fire station was constructed on a cast-in-place concrete foundation with masonry walls, and steel joists with metal decking. The facility features a refueling station, spacious dorms, and storage for off-highway vehicles that support rescue efforts for the harder to reach and less populated areas of Henderson. Exposed masonry and metal panels with membrane roofing completed the construction. Landscaping included selections that complemented the surrounding desert vegetation and mountains. The project received both LEED Gold and Greenview Global Certifications from the U.S. Green Building Council upon its completion for its energy efficient design and inclusion of photovoltaic panels.

COMPLETION: June 2020

BUDGET: \$9.8M

SERVICES PROVIDED: CMAR

CONTACT: Troy Westover, Facilities Manager | City of Henderson

P: (702) 267-3290

E: troy.westover@cityofhenderson.com



5.4.5 SIMILAR PROJECT EXPERIENCE

Exhibit A

3 Fire Station

Fire Station 3 included the demolition and replacement of an existing 14,803-square-foot fire station in Las Vegas, Nevada. New construction consisted of four drive-through bays, 16 dorm rooms, command center offices, a commercial grade kitchen, multimedia training room and exercise room. This is a specialty station which houses the City of Las Vegas' Rescue, Engine, Hazardous Materials (Hazmat), Chemical Biological Radiological Nuclear and Explosive (CBRNE) and Air Resource Units. Unique features of the station include a restored "hose art" sculpture, a mosaic tile art mural, large format graphics on walls, a custom large format hand-painted mural of Las Vegas Fire and Rescue's history across the overhead doors and an apparatus bay doubling as an assembly area for formal presentation/training space. The assembly area includes a 12-foot drop screen, 8,000-lumen LED projector, loud speakers and wireless microphones. The building was constructed using concrete masonry units (CMU), insulated concrete forms (ICF), and structural steel members. This facility achieved LEED Silver Certification from the U.S. Green Building Council and was delivered to the City of Las Vegas both on time and under budget.

COMPLETION: November 2019

BUDGET: \$9.3M

SERVICES PROVIDED: CMAR

CONTACT: Louis Baker III, Construction Project Administrator | Las Vegas Fire & Rescue

P: (702) 229-0353

E: lbaker@lasvegasnevada.gov



33 Fire Station

The Fire Station 33 project, built for Truckee Meadows Fire & Rescue, included the new construction of a 10,662-square-foot fire station located in Reno, NV. The facility houses three double-deep apparatus bays, two offices, and dormitories for five firefighters. The project also features a kitchen, dining room, and fitness center. The fire station was constructed on a concrete slab-on-grade foundation with a concrete masonry unit (CMU) block structural frame, a metal siding and CMU exterior, and a membrane and metal roof.

COMPLETION: May 2018

BUDGET: \$5.4M

SERVICES PROVIDED: CMAR

CONTACT: Bill Wardell, Project Manager | Washoe County

P: (775) 750-7325

E: wwardell@washoecounty.us



5.4.6 PROJECT IMPLEMENTATION Exhibit A



DESCRIBE YOUR APPROACH TO PERFORMING PRE-CONSTRUCTION SERVICES.

As your CMAR, CORE will strive to provide the industry's very best Professional Services. Our saying, "The Client Decides", is the foundation of our approach to pre-construction services, where we continually look for ways to leverage our expertise in various aspects of construction to help provide our Clients and Building Partners with services above and beyond those of our competitors.

Professional Services

 LEED	 TRADE PARTNER INVOLVEMENT	 BIDABILITY/ CONSTRUCTABILITY	 QUALITY	 VIRTUAL CONSTRUCTION
 SCHEDULE	 LOCAL AGENCIES	 SAFETY	 ACCURATE COST ESTIMATES	 MARKET ACUITY
 LESSONS LEARNED	 INVESTIGATIONS	 OPTIONS STUDIES	 RISK MANAGEMENT	 COLLABORATIVE DOCUMENT REVIEW

PROVIDING LEADERSHIP AND PROFESSIONAL SERVICES TOWARD BEST VALUE:

Achieving Best Value means finding positive solutions that guide the project to an ideal balance of cost, schedule and quality. The conceptual nature of the current design status creates a tremendous opportunity for the team to collaboratively determine the Best Value for this project. The earlier these discussions are held, the more opportunity the team has to positively influence the project. CORE has the resources and expertise to accurately develop various options studies and cost estimates to allow the team to make informed decisions.

In the early stages of design, it is critical to maintain a high level of detail in our estimate, even when the design is in flux. We engage our seasoned team and leverage all our available tools, such as On-Screen Takeoff and Virtual Mock-Ups to account for structure siting options and specific building systems long before they are detailed on the plans. The specific process that CORE uses to manage project costs throughout the Design Phase is called the Living Estimate. CORE's priority is to work in continuous collaboration with Carson City and TSK as the development progresses to provide real-time cost data throughout the entire process. As the level of detail increases, the amount of risk and assumptions put into the estimate decreases. The Living Estimate helps us avoid cost surprises and unnecessary adjustments in the later Design Phases.

Utilizing our diverse team of committed construction servant leaders, CORE has differentiated ourselves through our unmatched commitment to how we deliver pre-construction professional services, including estimating/cost control, schedule development, options studies analysis, constructability/biddability reviews, quality control planning, market analysis, safety planning, virtual construction, and many others. Our objective is to capitalize on this very valuable pre-construction period to maximize value and mitigate risk out of the project for all stakeholders.

DESCRIBE YOUR EXPERIENCE WITH COLLABORATION MEETINGS AND YOUR DEFINITION OF COLLABORATION.

Over the past 10 years, CORE has made an intentional business decision to only pursue projects delivered under a Qualification Based Selection delivery method (CMAR and Design-Build). Accordingly, we have developed our team of employees founded on

5.4.6 PROJECT IMPLEMENTATION ^{Exhibit A}

a servant leadership mentality with the aforementioned motto, "The Client Decides" at the forefront of every project decision. The true value of the CMAR delivery method is the level of collaboration and transparency it brings to the team with the Owner, Design Team, and CMAR all having a seat at the table. Each one of these stakeholders brings tremendous value to the project individually, but the vision, wisdom and experience of each stakeholder cannot be capitalized without integrating everything together into one collective process. Our team will support Carson City's vision and TSK's design process by providing reliable information specific to cost, schedule and quality allowing the project team to make informed decisions together for the betterment of the project.



DESCRIBE YOUR EXPERIENCE IN PERFORMING VALUE ENGINEERING TO KEEP PROJECTS WITHIN PREDETERMINED BUDGETS

Value Engineering often has a negative connotation associated with it, as it is usually a reactive process to bring previously completed design elements back in line with the project budget. At CORE, we prefer a more proactive approach through our Living Estimate process where we provide valuable information relating to initial cost, life cycle cost, durability, pro's/con's, etc. to the Owner and Design Team early on, so the initial design elements are implemented in alignment with the available budget. We consistently analyze the design with this alignment in mind and notify the team immediately if we see anything that is cause for concern. In the event that a design element does need to be refined (or Value Engineered), our approach is to first look for alternate products or equipment that meet the performance and design intent but at a lesser cost. Reducing program, square footage, or design elements is only considered as a last resort.



DESCRIBE EXPERIENCE WITH FACILITATION OF PUBLIC OUTREACH

CORE takes a very involved approach to public outreach before and during construction. Helping our public agencies manage the public perception of their project takes creative planning and intentional effort. This perception includes a variety of factors, such as communicating how taxpayer funds are spent, engaging with local Trade Partners (subcontractors, suppliers and vendors) to propose and/or work on the project, engaging the general public during the process of construction, and others.

SUCCESS STORY:

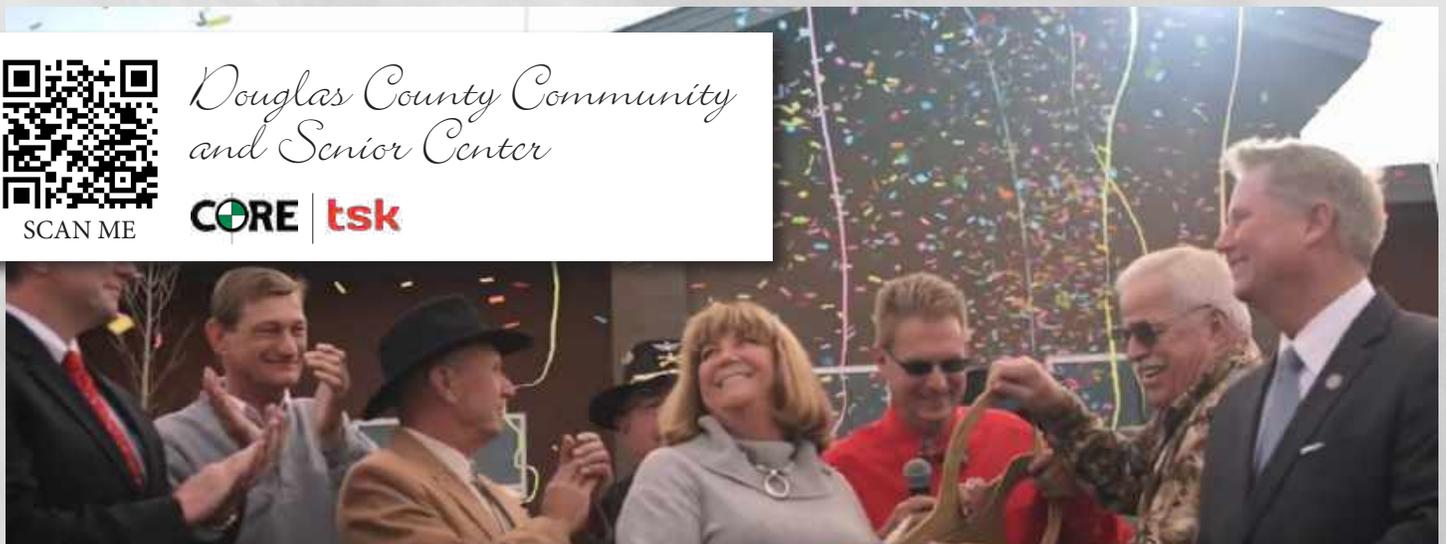
In 2014, CORE and TSK Architects partnered together to construct the Douglas County Community and Senior Center. In Douglas County, a significant portion of the fiscally conservative citizens were opposed to a project built with taxpayer funds. In an effort to reach out to the community and support the local economy, CORE visited every single licensed Trade Partner in Douglas County to inform them about the project and encourage them to bid their trade scope of work. Providing this outreach resulted in several Douglas County contractors successfully working on the project.

In addition, we partnered with Douglas County during the course of construction to host weekly project tours and BBQ's with six to ten members from the community. During the tours, Scott Morgan from Douglas County would inform the guests about the function of the facility and how it would impact everyone from kids to senior citizens. These efforts swayed the opinion of many Douglas County citizens, and if you visit the Center today, you will find its parking lot full and the building bustling with activity. This is one example of CORE's commitment to public outreach that we endeavor to provide on every single project. More public outreach success stories can be provided upon request.



SCAN ME

*Douglas County Community
and Senior Center*



5.4.6 PROJECT IMPLEMENTATION Exhibit A

12-STEP TRADE PARTNER OUTREACH

- 1. RESEARCH**
Identify viable, qualified Trade Partners in each trade scope of work.
- 2. OUTREACH**
Reach out to identified Trade Partners and determine interest.
- 3. ADVERTISE**
Publicly advertise in multiple local and regional outlets.
- 4. EDUCATE**
Host a Trade Partner Fair to educate interested Trade Partners on CMAR and project specific details.
- 5. PREQUALIFY**
Begin prequalification process for final list of interested Trade Partners.
- 6. SOLICIT**
Issue request for proposals to all 1% trades and invitation to bid to all others.
- 7. REVIEW**
Host a preproposal meeting to review bid documents.
- 8. REQUEST**
Set a deadline for information requests.
- 9. CLARIFY**
Issue final addendum/clarification.
- 10. BID DAY**
Collect sealed RFP bids and ITB bids for opening with Carson City.
- 11. DESCOPE**
Review proposals and interview Trade Partners to determine Best Value.
- 12. GMP**
Submit GMP proposal to Carson City for review and approval by the board.

DESCRIBE HOW YOU WOULD TYPICALLY INVOLVE SUBCONTRACTORS IN THE PRE-CONSTRUCTION PROCESS AND OBTAIN SUBCONTRACTOR BIDS IN A CMAR PROCESS.

During pre-construction, we utilize our trusted and long-standing relationships with our Trade Partners to gain significant valuable insight and market data relative to their respective fields. These firms are experts in their trade, and not utilizing this valuable knowledge would lessen the value of the pre-construction process. Some, but not all, of the value these Trade Partners bring to the pre-construction process is as follows:

SUBJECT	TRADE PARTNER VALUE ADDED
QUALITY	*Confirmation that project details are both clearly constructible and biddable. *Identification and mitigation of existing conditions through physical investigations. *Input on material selection relative to maintenance, value engineered solutions, etc. *Input on RFP Scope of Work narratives to ensure proper coverage and responsible bidding practices.
SAFETY	*Develop ownership and buy-in of CORE safety practices and expectations.
SCHEDULE	*Validation of construction activity schedule durations and sequencing. *Validation of material lead times.
COST	*Validation of construction cost estimates. *Input on Value Engineering and Options Studies analysis.

Our first step in the prequalification and procurement process is to reach out to the community to inform all qualified Trade Partners about your project. We execute this education effort through events we call "Trade Partner Fairs", where we host a lunch-and-learn with as many Trade Partners as possible. Our team conducts a thorough review of the project details (scope of work, budget, schedule, etc.), and bidding procedures (prequalification through contract issuance). These events accomplish two things: They educate the bidders on the project and process thereby improving the QUALITY of bids received, and they help garner interest in the project thereby improving the QUANTITY of bids received. Competition in the Trade Partner market, which makes up approximately 85% of the cost of the project, drives down cost and maximizes value.

CORE has successfully constructed nearly 150 projects under the CMAR delivery method, and we understand the NRS 338 subcontractor prequalification and procurement requirements inside and out. From advertising for prequalification through final GMP approval, complying with the statutory process will be strictly adhered to. CORE has developed a 12-step process to ensure that this process is fair, transparent and precise, outlined on the left.

The RFP indicates that Carson City is considering breaking the project into multiple phases which is something CORE has done on several recent projects. Accelerating the overall project schedule through an early site/civil package and/or early material procurement has become commonplace in this volatile market. Specific recent CORE projects with early site package or material procurement GMP's include WCSO O'Brien Middle School, City of Reno Moana Pool, LCSD Fernley High School Gym, and the Stateline Events Center. These early Trade Partner procurement scopes of work are defined in the initial stages of Schematic Design to ensure that the design documents are clearly coordinated to define the scope of work. This coordination is necessary to ensure that no scope gap or overlap exists between the document sets.

Lastly, fire station projects involve several technical and complex scopes of work which will require Trade Partner input during pre-construction to ensure that the documents are appropriately coordinated. Some of these unique elements include the engine exhaust system and alerting systems and integration. Together with TSK and Carson City, we will invite the input from these specialized Trade Partners throughout the process to develop a clear and concise scope of work and documents that are biddable and constructible.

5.4.6 PROJECT IMPLEMENTATION Exhibit A



DESCRIBE YOUR APPROACH TO PERFORMING CONSTRUCTION ADMINISTRATION/CONSTRUCTION MANAGEMENT.

OPERATIONAL EXCELLENCE:

At CORE, Operational Excellence is the standard to which every project is held and is key to our success of managing every project. Operational Excellence represents leadership and teamwork focused on the goals of the project and the processes required to achieve these goals. We believe tracking of these results can be assessed and managed under six main factors and their respective goals. By meeting each aspect goal through construction management best practices, CORE achieves Operational Excellence, enabling us to provide Best Value for our Clients.

As a national firm, CORE is at the leading edge of construction technology and software in the market. We are always striving to raise the bar in the level of resources and service we can offer our Clients. Some of the tools we utilize to support our construction administration and construction management processes include:

PROCORE	Document control including Submittals, RFI's, As-Built Drawings, Daily Reports, Progress Photos, Drawing Logs, Meeting Minutes, etc.
MS PROJECT	Project Scheduling
BLUEBEAM	Quantity Takeoff, Drawing Annotation, Constructability Reviews, etc.
VIEWPOINT	Project Cost Management Including Committed Costs (Contract's & PO's), Cost Forecasting, Owner Billings, etc.
LCP TRACKER	Prevailing Wage Management
TEXTURA	Trade Partner Payment Management
BIM 360	Building Information Modeling, Clash Detection, MEP Coordination



DESCRIBE YOUR APPROACH TO CONTROLLING THE PROJECT CONSTRUCTION BUDGET AND SCHEDULE.

BUDGET CONTROL:

Once the final GMP has been established, CORE uses Viewpoint construction accounting and project management software to manage the project costs. The GMP is broken down to a comprehensive and detailed level of project contract items and estimate cost/phase codes with associated committed costs (Subcontracts and Purchase Orders). This software allows us to accurately track current costs and forecast anticipated costs at completion. Because all project costs and contract items are fully integrated in Viewpoint, the CORE team can quickly access and print detailed reports to use in-house or present to the Owner for review. Our philosophy is to strictly manage costs by holding ourselves and our Building Partners accountable to the GMP and our contractual obligations. We have been successful at earning the trust of our Clients by being transparent with project costs and fostering an "open book" culture with our Clients.

MITIGATING BUDGET AND MATERIALS CHALLENGES:

The greatest challenges the construction industry is facing at present, and for the Carson City Fire Station with Shared Facilities for Emergency Operations Project, is material procurement, supply chain logistics, and cost escalation. As part of our pre-construction services, it is our responsibility to not only provide you with accurate cost estimates, options studies, etc. but also to protect your budget by clearly understanding every dollar, staying ahead of, and researching any outside influence, procurement and material market conditions that may affect budget outcomes. Whether it be material availability, shortages, supply-chain facets, foreign, political, geographical influences, or environmental factors, we are constantly analyzing the market.

SCHEDULE CONTROL:

The CORE team understands the importance of communication during design and construction as it relates to the overall schedule. The project schedule is the road map that is utilized to plan the sequence of work, and is also a valuable communication tool used to inform internal and external stakeholders of the construction progress.

CORE takes a collaborative approach to project scheduling and will begin by gathering input from the Owner and peripheral stakeholders for the various potential impacts to the community and surrounding properties. This could include events that may need to be planned around, phasing work including logistical impacts to pedestrian and vehicle traffic, planning requirements for utility shutdowns, logistical constraints for project deliveries or working hours, and many others. These peripheral impacts will be built into the project schedule in detail so that the schedule can be used to communicate when, where and why certain activities will be taking place. If necessary, scheduled activities that may impact the surrounding community will be shifted or worked during off hours to avoid or minimize any disruption. When it comes to communicating these impacts to the various stakeholders, CORE will communicate clearly and often

5.4.6 PROJECT IMPLEMENTATION Exhibit A

through direct meetings, project update newsletters that are distributed to the community, or other creative ways to keep the community informed. We understand that construction activities are impactful and inconvenient at times, and the CORE team is committed to being respectful and a cooperative member of the community.

The project baseline schedule is developed using the most advanced version of Microsoft Project. Getting this baseline schedule approved within 60 days of construction commencement is crucial to ensuring that milestone dates are defined early in the project.

The baseline schedule is updated weekly at a minimum during construction, and the project schedule is a recurring topic at the weekly OAC meetings to keep all parties informed of progress. As a public sector builder, CORE understands how important contractual completion dates are, and we are proud to say that we have not missed one yet.



DESCRIBE YOUR APPROACH TO PERFORMING QUALITY ASSURANCE/QUALITY CONTROL DURING CONSTRUCTION.

CORE's QA/QC approach is all inclusive beginning in pre-construction and spanning through project warranty. During construction our Project Manager and Superintendent hold individual pre-contract review meetings with each Trade Partner to confirm material specifications, scope of work coverage, staffing and schedule requirements, and various other factors. These discussions lead into the submittal process where detailed product and shop drawing information is provided to the CORE team for preliminary review. Our team provides a thorough review of these submittal documents prior to passing them along to the Owner and Architect for review, comment, and approval. The submittal information for the entire project is tracked using Procore to ensure that materials and equipment are procured in a timely manner and to avoid any schedule delays.

Prior to work commencing, we will work with Carson City and TSK to design a mock-up that captures all elements of the project that require inspection or further approval such as enclosure detailing (flashings, intersections of dissimilar materials, etc.) material finishes and colors, etc. These mock-ups are constructed in the exact fashion that the building will be constructed to mimic the as-built conditions as accurately as possible. The mock-ups for your project will be reviewed and adjusted by Carson City, TSK and CORE as necessary to ensure that expectations are established and agreed upon by all.

When work begins to be put in place, CORE's Project Manager and Superintendent will validate the installed materials with the approved submittal packages and monitor the work in place on a daily basis. Any quality deficiencies observed will be documented and logged in Procore to ensure that they are resolved timely and sufficiently.

In addition to these ongoing efforts, CORE employs a dedicated MEP QA/QC manager to supervise and oversee the installation of the complex mechanical, electrical and plumbing building systems. While most General Contractors lack the in house resources necessary to effectively QA/QC these intricate systems, our QA/QC manager, Paul Salisbury has spent over 30 years in this field and can effectively communicate with the Engineers and Trade Partners to ensure a high quality end product.

Whether it is a piece of pipe buried underground or the last bit of paint touch up on the project, CORE believes every material installed on our project deserves an equal level of care and attention.



DESCRIBE YOUR APPROACH TO ADMINISTERING A SAFETY PROGRAM.

Please refer to section 5.4.8 in the appendix for our approach to administering safety programs.



DESCRIBE YOUR APPROACH TO ACHIEVING PROJECT CLOSE-OUT (COMMISSIONING, PUNCH-LIST, AND WARRANTY WORK).

CLOSE OUT:

Our goal is to complete close out within 30 days of final completion. CORE will conduct a kick-off meeting with Carson City to discuss our approach to complete close out. This meeting will give the Carson City Fire Department an opportunity to implement any specific Owner requirements and discuss expectations. All project schedules carry a milestone activity to trigger the start of close out 90 days from completion.

Close out documents will be produced and tracked in real-time with our project management program, Procore, and will be readily accessible to Carson City staff to monitor the progress. Our Project Manager, Taylor Laack, will be accountable for managing this process. Hard copies of project records will be maintained at the project jobsite office. As-built drawings will be regularly updated by our Operations Team as construction progresses. Copies of product data and material sample submittals will be kept at the jobsite for daily review. Hard copy record files will be submitted in accordance with specifications as a part of the close out manual. A final meeting with

5.4.6 PROJECT IMPLEMENTATION ^{Exhibit A}

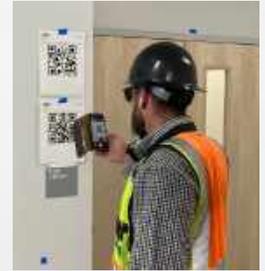
Carson City staff will be scheduled to verify that all close out documents have been collected and are accurate. Upon approval, Carson City will sign off and the Fire Station with Shared Facilities for Emergency Operations Project will officially close out.

PRELIMINARY PUNCH LIST INSPECTION AND CORRECTIONS:

Prior to requesting Substantial Completion for any portion of the project, CORE will perform a preliminary inspection of all areas and will create and complete a Preliminary Punch List. Our Punch List is created using one of the close out features in our Procore software, QR Code Punch List tracking. This system app on our team's smart phone or iPad, allows us to photo log unfinished and/or corrective issues at every room/area/location within the building and then instantly notifies our responsible Trade Partners requiring their immediate attention to satisfactorily complete the work.

FINAL PUNCH LIST INSPECTION AND CORRECTIONS:

Following the completion of the Preliminary Punch List inspection and completion of its corrections, all parties (representatives from Carson City and TSK) will formally review the project (or portions thereof) and develop a Final Punch List of items using the same Procore QR Code program (as shown on the right). Trade Partners will be notified again in real-time via Procore of any remaining deficiencies and will be required to update through the QR tracking log that the correction has been completed. All work for the documents must be completed within 14 days of notification. Following the completion of all deficiencies documented by the Final Punch List, Carson City and TSK will be notified that the work is ready for its final inspection.



EARLY COMPLETION OF PROJECT CLOSEOUT DOCUMENTS:

CORE is committed to developing and delivering to Carson City a complete set of approved Operation and Maintenance manuals, draft warranties, and spare parts at least one month prior to Substantial Completion. This will allow for the documents to be used in all system demonstrations and instruction sessions with facility staff. Final warranties will be collected from each Trade Partner at Substantial Completion.

SYSTEMS DEMONSTRATIONS:

We understand that knowledge is key to a successful operation. In addition to providing comprehensive Operation and Maintenance manuals, CORE will conduct fundamental training and demonstration sessions for all required systems. Further, as part of our close out services, we will conduct training sessions on all features of the Carson City Fire Station with Shared Facilities for Emergency Operations Project to educate the end users on operations as well as maintenance concerns.

WARRANTY WORK:

CORE has the resources of a full-time, customer service-based Warranty Department to provide the highest level of service. Our online warranty system was developed by the CORE team to meet the needs of our Clients. Carson City staff will be provided a login and password at close out so they can then submit tickets as needed and track the progress of each claim. As soon as a warranty ticket is submitted, an email is sent to both our Warranty Manager and Customer Service Technician. Trade Partners are notified in writing and/or emailed of any deficiencies and are required to provide our Warranty Department with the written notice the correction has been recognized and completed. All work must be completed within seven (7) days of notification, or sooner depending on the nature of the call. During this process, Carson City will have continuous access to review the status of the correction. Even when warranty periods come to a close, CORE never turns our backs to our Clients.



DISCUSS YOUR APPROACH TO CHANGE MITIGATION WITH SUBCONTRACTORS.

100% of CORE's projects are Qualification Based Selection (QBS) where we deliver a Guaranteed Maximum Price proposal to our Clients. We do not pursue hard bid projects where the contractual price on bid day is based on the "plans and specs" but is then modified throughout construction via change orders. When we issue a GMP, it is just that...guaranteed. This is a philosophy and business model that we have gone "all in" on, and our team is fully committed to the CMAR partnership and team model of delivering construction services to our Clients.

Accordingly, all of the subcontractors we work with have a clear understanding of this culture and know that their proposal on bid day needs to account for the minor issues that are inherent in all construction plans and specs. Just as CORE is held "at risk" to deliver the project with no change orders, we pass along this sense of accountability to our building partners. The majority of the Trade Partners we work with have a clear understanding of this level of responsibility, and we see relatively few change order requests from them. That being said, the Trade Partner bidding market is still based on award to the lowest responsible bidder more often than not. If a subcontractor cannot reasonably anticipate a particular scope of work detail or oversight on the documents, we will consider their proposal and grant

5.4.6 PROJECT IMPLEMENTATION ^{Exhibit A}

them a change order where appropriate. Our job as the CMAR is to intercept these minor issues on behalf of the Owner and only present what we believe are fair and equitable change order requests which are usually funded by the CMAR contingency.

The process from an operational standpoint is as follows:

- CORE first verifies if the Trade Partner's scope of work has in fact changed by comparing the respective documents.
- If we agree that the subcontractor's scope has changed, we then verify the quantity of changed scope by comparing the revised document to the current documents. We also compare labor rates and material costs to current industry standards.
- CORE then evaluates the appropriate funding source. The funding source depends on the origin of the issue.
- If the subcontractor's scope has changed due to a clarification, but the intent of that scope is contained within the GMP, CORE would recommend that the CMAR contingency fund the issue.
- If the Trade Partner's scope has changed due to a proposal request issued by the Client, then a change order to the prime contract is prepared in accordance with the prime contract.



DISCUSS YOUR APPROACH TO CHANGE MITIGATION PERTAINING TO THE GMP CONTRACT FOR ADDITIONAL TIME, COST, AND GENERAL CONDITIONS.

Under the CMAR delivery model, a legitimate change order that impacts the GMP contract value or time is limited to a tangible change in the scope of work that could not be reasonably anticipated by the CMAR and substantially deviates from the directive illustrated in the bid documents or impacts the overall schedule duration. Potential examples are as follows:

- Added or deducted square footage to the building.
- Change in specification to previously agreed upon building finishes, systems or components.
- Directive to accelerate or prolong the construction duration / schedule.
- Unanticipated impacts from excessive weather events or acts of God (force majeure).
- Impacts related to unforeseen geotechnical conditions that are not represented in the soils report.
- Impacts related to unknown and undocumented existing underground utilities.
- Impacts directed by AHJ's (Authority Having Jurisdiction - Fire Department, Building Department, etc) that deviate from the construction documents and are discovered after the GMP is established.

The CMAR process drastically limits the risk exposure to the Owner for potential change orders and creates a collaborative environment for true team involvement. The CMAR Contingency is utilized to account for this risk exposure and is intended to cover the miscellaneous cost impacts that may arise during construction. CORE's philosophy is to maximize the value of the GMP. Oftentimes, the project team can agree to utilize the CMAR Contingency to fund Owner requested changes or additions to the project if it is apparent that the full balance of the Contingency fund will not be required to complete the project.



DISCUSS YOUR APPROACH TO MITIGATING ADVERSE WEATHER CONDITIONS AND THE POTENTIAL COSTS/ DELAYS THAT MIGHT ARISE DUE TO WEATHER.

CORE has constructed many high value public sector projects in northern Nevada, including several at high elevation in the Truckee and Lake Tahoe Basin region. While building in inclement weather conditions can be challenging, it can be effectively and efficiently managed through thoughtful pre-planning. Adverse weather condition mitigation considerations include:

- **MASTER SCHEDULE PLANNING:** Whenever possible, we look to coordinate overall project schedules so that earthwork, utilities, and foundation scopes begin in the springtime. This allows adequate time to erect the structure and get the envelope enclosed prior to winter months. This is the most cost and schedule efficient method of managing adverse weather.
- **TEMPORARY WEATHER PROVISIONS:** During pre-construction, CORE's Operations Team develops the Master Schedule and considers what type of temporary enclosure or other requirements will be necessary during the winter months. Reinforced visqueen at window openings, temporary roofs, temporary heat, permanent asphalt paving or temporary gravel at traffic areas, snow removal, etc. are some of the temporary weather provisions that are commonly implemented. The costs for these provisions are typically managed through an Allowance or Contingency fund that is agreed upon in advance and is transparently accounted for as it is utilized.
- **DEFINING WEATHER DAYS:** It is important for Carson City and CORE to have a mutual agreement and understanding of what defines a weather day where critical path activities cannot commence, and how many weather days should be included in the Master Schedule. These discussions are had during pre-construction so that the team is in alignment, thereby minimizing any potential for dispute during construction. Weather days are built into the Baseline Schedule and utilized on an as needed basis through the submission of a "Notice of Weather Day" with supporting backup.

APPENDIX

5.4.3 KEY PERSONNEL

APPENDIX

PROVIDE A RESUME FOR EACH KEY PERSON THAT WILL BE ASSIGNED TO THIS PROJECT. INCLUDE THEIR NAME AND TITLE, PROJECT ASSIGNMENT, TOTAL YEARS OF CONSTRUCTION EXPERIENCE, YEARS OF EXPERIENCE WITH CMAR, YEARS OF EXPERIENCE WITH THIS FIRM, EDUCATION INCLUDING DEGREE(S), YEAR AND DISCIPLINE, ACTIVE REGISTRATIONS AND LICENSES INCLUDING THE NUMBER AND STATE, QUALIFICATIONS, AND EXPERIENCE. DESCRIBE THE SPECIFIC ROLE PERFORMED ON EACH PROJECT LISTED IN THE RESUME, HIGHLIGHTING PROJECTS OF SIMILAR SIZE AND SCOPE WHERE THE PERSON'S ROLE WAS SIMILAR TO THEIR ROLE ON THIS PROJECT. AT A MINIMUM PROVIDE A RESUME, QUALIFICATIONS, AND EXPERIENCE FOR THE PROJECT MANAGER, SUPERINTENDENT, ESTIMATOR, AND SCHEDULE COORDINATOR. THE CITY EXPECTS, BUT WILL NOT NECESSARILY REQUIRE, THAT THE CMAR'S PRECONSTRUCTION PERSONAL WILL BE THE SAME DURING CONSTRUCTION, ESPECIALLY THE SUPERINTENDENT.

Please refer to the following pages for y(our) team's resumes.

+130
FIRE STATION
PROJECTS
COMPLETED



5.4.3 KEY PERSONNEL

APPENDIX

Exhibit A



Fire Station
Projects



SETH MAURER, LEED AP President

As CORE's President, Seth will ensure Carson City receives the highest level of care for the Carson City Fire Station with Shared Facilities for Emergency Operations Project. Seth's passion is Client Trust. He has worked at CORE for 30 years, starting as a Field Laborer in high school. Seth cares deeply for CORE's name, reputation, and future growth. He understands the expectations of the CMAR delivery method and strives to make certain that all stakeholders receive the highest quality of service.

Project Experience

EDUCATION:

- College of Southern Nevada
A.A.S. Construction Management
(2008)

YEARS OF EXPERIENCE:

- Years with CORE: 30 (1992)
- Years of Experience: 30 (1992)
- Years of CMAR Experience: 15 (2007)

REGISTRATIONS/CERTIFICATIONS:

- United States Green Building
Council, LEED AP
- OSHA 30-Hour
- First Aid/CPR



SOUTH RENO DMV

CLIENT: State Public Works Division
VALUE: \$38.2M
SIZE: 54,111 SF
COMPLETED: October 2020
DELIVERY METHOD: CMAR
ROLE: President



FIRE STATION 3

CLIENT: City of Las Vegas
VALUE: \$9.3M
SIZE: 14,803 SF
COMPLETED: November 2019
DELIVERY METHOD: CMAR
ROLE: President



FIRE STATION 33

CLIENT: Truckee Meadows Fire & Rescue
VALUE: \$5.4M
SIZE: 10,662 SF
COMPLETED: May 2018
DELIVERY METHOD: CMAR
ROLE: President



5.4.3 KEY PERSONNEL

APPENDIX

Exhibit A



Carson City
Projects



TRAVIS COOMBS, DBIA, LEED AP BD+C
Vice President/Project Director

As Vice President of CORE and Project Director for your Carson City Fire Station with Shared Facilities for Emergency Operations project, Travis will assist the team throughout the duration of this project. He will be involved throughout pre-construction, Trade Partner procurement, GMP preparation, and construction whenever necessary. Travis is committed to serving local communities with the highest level of commitment, integrity, and professionalism. He will ensure your Carson City Fire Station with Shared Facilities for Emergency Operations project is delivered on-time, within budget, and with the best quality.

Project Experience



DOUGLAS COUNTY COMMUNITY AND SENIOR CENTER

CLIENT: Douglas County
VALUE: \$16.7M
SIZE: 83,225 SF
COMPLETED: December 2014
DELIVERY METHOD: Design-Build
ROLE: Project Director



BATTLE MOUNTAIN GENERAL HOSPITAL COMMUNITY SERVICES CENTER

CLIENT: Lander County Hospital District
VALUE: \$5.3M
SIZE: 14,992 SF
COMPLETED: August 2015
DELIVERY METHOD: CMAR
ROLE: Project Manager



EAGLE VALLEY MIDDLE SCHOOL ADDITION

CLIENT: Carson City School District
VALUE: \$12M
SIZE: 22,248 SF
COMPLETED: Projected July 2022
DELIVERY METHOD: CMAR
ROLE: Project Director

EDUCATION:

- University of Nevada, Reno
M.B.A. Construction Management (2006)
- California State University, Chico B.S. Construction Management (2001)

YEARS OF EXPERIENCE:

- Years with CORE: 9 (2013)
- Years of Experience: 21 (2001)
- Years of CMAR Experience: 12 (2010)

REGISTRATIONS/CERTIFICATIONS:

- Design-Build Institute of America (DBIA)
- United States Green Building Council, LEED AP BD+C
- OSHA 30-Hour
- First Aid/CPR



5.4.3 KEY PERSONNEL

APPENDIX

Exhibit A



Fire Station
Projects



MICHAEL KELLER, CPE

Director of PreConstruction

As Director of PreConstruction, Michael has 20 years of experience with the ever-changing conditions of the pre-construction process. He will lead the team through Design Development, Value Engineering, Construction Document Review, and the establishment of the GMP while working closely to ensure that the finished plans match the expectations, budget, and schedule for your Carson City Fire Station with Shared Facilities for Emergency Operations Project. Michael will provide bidding strategies and risk analysis information to allow for quick decision making, and he will remain engaged throughout the project, ensuring a seamless transition from pre-construction to construction.

Project Experience

EDUCATION:

- University of Nevada, Las Vegas
B.S. Civil Engineering (2006)

YEARS OF EXPERIENCE:

- Years with CORE: 9 (2013)
- Years of Experience: 20 (2002)
- Years of CMAR Experience: 13 (2009)

REGISTRATIONS/CERTIFICATIONS:

- Certified Professional Estimator (CPE)
- Army Corps of Engineers
- ASPE Construction Manager in Training
- OSHA 30-Hour
- First Aid/CPR



FIRE STATION 33

CLIENT: Truckee Meadows Fire & Rescue
VALUE: \$5.4M
SIZE: 10,662 SF
COMPLETED: May 2018
DELIVERY METHOD: CMAR
ROLE: Director of PreConstruction



FIRE STATION 85

CLIENT: City of Henderson
VALUE: \$9.8M
SIZE: 11,946 SF
COMPLETED: June 2020
DELIVERY METHOD: CMAR
ROLE: Director of PreConstruction



KETCHUM FIRE STATION 1

CLIENT: City of Ketchum
VALUE: \$9.3M
SIZE: 16,000 SF
COMPLETED: September 2021
DELIVERY METHOD: CMGC (Idaho's CMAR)
ROLE: Director of PreConstruction

5.4.3 KEY PERSONNEL

APPENDIX

Exhibit A



Fire Station
Projects



TAYLOR LAACK

Project Manager

As Project Manager, Taylor will be responsible for the coordination and supervision of the construction process from the conceptual development stage through final completion. He will oversee the proper administration of construction contracts, all necessary permits and licenses, review of daily reports, and will ensure complete quality and safety on the project. Taylor will also track and control the construction schedule and construction costs, and will guarantee that your Carson City Fire Station with Shared Facilities for Emergency Operations project is completed on time, within budget, and to the highest standard.

Project Experience

EDUCATION:

- University of Nevada, Reno
B.A. Managerial Sciences (2009)

YEARS OF EXPERIENCE:

- Years with CORE: 7 (2015)
- Years of Experience: 28 (1994)
- Years of CMAR Experience: 7 (2015)

REGISTRATIONS/CERTIFICATIONS:

- OSHA 30-Hour
- First Aid/CPR



FIRE STATION 33

CLIENT: Truckee Meadows Fire & Rescue
VALUE: \$5.4M
SIZE: 10,662 SF
COMPLETED: May 2018
DELIVERY METHOD: CMAR
ROLE: Project Manager



SOUTH TAHOE EVENTS CENTER

CLIENT: Tahoe Douglas Visitors Authority
VALUE: \$77M
SIZE: 138,550 SF
COMPLETED: Projected December 2022
DELIVERY METHOD: CMAR
ROLE: Project Manager



RTC VILLANOVA MAINTENANCE FACILITY RENOVATION AND EXPANSION

CLIENT: Regional Transportation Commission
VALUE: \$11.3M
SIZE: 57,613 SF
COMPLETED: July 2017
DELIVERY METHOD: CMAR
ROLE: Project Manager

5.4.3 KEY PERSONNEL

APPENDIX

Exhibit A



Fire Station
Project



Ronnie Triglia Superintendent

As Superintendent, Ronnie will bring 15 years of industry experience to your project and will be responsible for all daily site supervision, coordination, and scheduling of all Trade Partners throughout construction and close out. He excels in problem solving and is proactive in the management of jobsite activities. Ronnie is commended within our company for his hands-on skills and leadership in the field, serving as the liaison to our Trade Partners and ensuring his projects are completed to the highest quality standards and in a safe, efficient manner.

Project Experience



FIRE STATION 33

CLIENT: Truckee Meadows Fire & Rescue
VALUE: \$5.4M
SIZE: 10,662 SF
COMPLETED: May 2018
DELIVERY METHOD: CMAR
ROLE: Superintendent



EAGLE VALLEY MIDDLE SCHOOL ADDITION

CLIENT: Carson City School District
VALUE: \$12M
SIZE: 22,248 SF
COMPLETED: Projected July 2022
DELIVERY METHOD: CMAR
ROLE: Superintendent



RTC VILLANOVA MAINTENANCE FACILITY RENOVATION AND EXPANSION

CLIENT: Regional Transportation Commission
VALUE: \$11.3M
SIZE: 57,613 SF
COMPLETED: July 2017
DELIVERY METHOD: CMAR
ROLE: Superintendent

YEARS OF EXPERIENCE:

- Years with CORE: 9 (2013)
- Years of Experience: 15 (2007)
- Years of CMAR Experience: 9 (2013)

REGISTRATIONS/CERTIFICATIONS:

- 16 Hour Asbestos
- OSHA 30-Hour/OSHA Lead
- First Aid/CPR

Fire Station 33

"Working with the Fire Chief and TSK to build and insure that everyone gets the final product they wanted was a real pleasure. We really came together as team. The exhaust evacuation system was probably the biggest challenge. We had to work with a third party contractor and coordinate steel and all MEP to ensure the system would work correctly during a emergency call." - Ronnie Triglia

5.4.7 LITIGATION & DISPUTE HISTORY Exhibit A

APPENDIX

LIST ALL PROJECTS THAT HAVE HAD LITIGATION OR DISPUTES WITHIN THE LAST 5 YEARS.

CORE has not had any litigation or disputes in the past five years.

HAVE LIQUIDATED DAMAGES BEEN ASSESSED AGAINST YOUR FIRM? IF SO, DESCRIBE WHEN, WHERE, AND WHY.

No liquidated damages have been assessed against CORE.

HAS A CONTRACT WITH CMAR FIRM BEEN TERMINATED BEFORE COMPLETION? IF SO, DESCRIBE WHEN, WHERE, WHY, AND WHO TERMINATED THE CONTRACT.

CORE has never been terminated from a contract before completion.

HAS YOUR FIRM BEEN DECLARED TO BE IN DEFAULT ON ANY CONTRACT (WHETHER BONDED OR NOT BONDED)?

CORE has never been declared to be in default on any contract.

HAS ANY TYPE OF SETTLEMENT BEEN PAID BY YOUR FIRM OR TO YOUR FIRM IN EXCESS OF \$25,000? IF SO, DESCRIBE WHEN, WHERE, AND WHY.

No type of settlement has been paid by CORE or to CORE.

HAS THERE BEEN A JUDGMENT RENDERED FOR UNEXCUSED BREACH OF CONTRACT? IF SO, DESCRIBE WHEN, WHERE, AND WHY.

There has not been a judgement rendered for against CORE for breach of contract.

IF A JUDGMENT HAS BEEN ENTERED AND A CASE HAS BEEN APPEALED, PROVIDE THE GENERAL FACTS OF THE CASE AND THE BASIS OF THE APPEAL.

N/A



5.4.8 MISCELLANEOUS SUBMITTAL REQUIREMENTS Exhibit A

APPENDIX

THIS CONTRACT WILL BE PARTIALLY FUNDED BY FEDERAL ARPA FUNDS, AND THE UNIFORM GUIDANCE SHALL APPLY. ALTHOUGH THE UNIFORM GUIDANCE PROHIBITS LOCAL PREFERENCES, THAT PROHIBITION DOES NOT APPLY TO ANY LICENSE REQUIRED BY THE NEVADA STATE CONTRACTORS BOARD (CONTRACTORS BOARD). THEREFORE, CMAR FIRM'S PROPOSAL MUST DEMONSTRATE THAT IT HOLDS A LICENSE, IN GOOD STANDING, WITH THE CONTRACTORS BOARD SUFFICIENT TO PERFORM THE WORK DESCRIBED IN THIS RFP.

Please refer below for CORE's Certificate of Eligibility.



NEVADA STATE CONTRACTORS BOARD

5390 NIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 888-1141 FAX (775) 888-1271, INVESTIGATIONS (775) 588-1160
1400 WEST SUNSET ROAD, SUITE 150, LAS VEGAS, NV, 89113, (702) 486-1180 FAX (702) 485-1150, INVESTIGATIONS (702) 486-1110

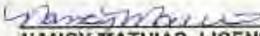
CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: **BPC-00-01-19-0021**

CORE WEST INC DBA CORE CONSTRUCTION (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: **0006144A** ORIGINAL ISSUE DATE: **03/04/1963** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **B-GENERAL BUILDING** MONETARY LICENSE LIMIT: **UNLIMITED** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **APRIL 1, 2022** AND EXPIRES ON **MARCH 31, 2023**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.




NANCY MATHIAS, LICENSING ADMINISTRATOR DATE **3/18/2022**
FOR MARGI A. GREIN, EXECUTIVE OFFICER

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.



5.4.8 MISCELLANEOUS SUBMITTAL REQUIREMENTS Exhibit A

APPENDIX

PROPOSALS FROM CMAR FIRMS WITHOUT A NEVADA STATE BUSINESS LICENSE OR CARSON CITY BUSINESS LICENSE WILL BE CONSIDERED, WITH NO PREFERENCE GIVEN TO CMAR FIRMS THAT MAY ALREADY HAVE SUCH LICENSES. HOWEVER, THE SELECTED CMAR FIRM WILL NEED TO COMPLY WITH STATE OF NEVADA AND CARSON CITY BUSINESS LICENSE REGULATIONS. THE SELECTED CMAR FIRM WILL ACQUIRE ALL BUSINESS LICENSES REQUIRED TO LAWFULLY PERFORM THE SERVICES THE CMAR FIRM IS CONTRACTED TO PROVIDE.

CORE holds all licenses required to perform work in Carson City and in the State of Nevada. Please refer below and to the following page for our current licenses.



Carson City Business License Division
 108 E. Proctor Street
 Carson City, NV 89701
 (775) 887-2105 - Hearing Impaired: 711
 buslic@carson.org

BUSINESS LICENSE CERTIFICATE

Business Name: CORE CONSTRUCTION SERVICES OF NEVADA, INC.
 DBA: CORE CONSTRUCTION

Business Location: 7150 Cascade Valley Ct
 Las Vegas, NV 89128

Owner:

License Number: BL-003769-2020

Issued Date: 1/1/2022

Expiration Date: 12/31/2022

Mailing Address: 7150 Cascade Valley Ct
 Las Vegas, NV 89128

License Type: Business License

Classification: Contractors

Fees Paid: \$78.75

Thank you for choosing to operate your business in Carson City.
 Please provide any changes to the business information to the Business License Division. Licenses are not transferable.
 If you have any questions concerning your business license, contact the Business License Division.

TO BE POSTED IN A CONSPICUOUS PLACE

www.nscb.nv.gov

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that
**CORE WEST INC dba
 CORE CONSTRUCTION**
 Licensed since March 04, 1963
 License No. **0006144A**

Is duly licensed as a contractor in the following classification(s):
B General Building

LIMIT: Unlimited
EXPIRES: 03/31/2024

PRINCIPALS:
 SETH MAURER, President
 DENNIS BARBER, Secretary
 JAMES JACOBS, Director
 TIMOTHY ROLEY, CI
 GARY WENK, CI


 Chair, Nevada State Contractors Board



SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE
CORE West, Inc.

Nevada Business Identification # NV19861002524
Expiration Date: 02/28/2023

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.
Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.
License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 01/06/2022.



BARBARA K. CEGAVSKE
Secretary of State



Certificate Number: B202201062288082
You may verify this certificate online at <http://www.nvsos.gov>

5.4.8 MISCELLANEOUS SUBMITTAL REQUIREMENTS Exhibit A

APPENDIX

THE FIRM SHALL INCLUDE THE SAETY PROGRAMS ESTABLISHED AND THE SAFETY RECORDS IT HAS ACCUMULATED..

At CORE, we are never complacent with our efforts towards safety and continually strive to better our safety programs, practices and culture. Every one of our jobsites practices a daily safety huddle where hazardous activities are identified, and risk mitigation measures are discussed. Our safety culture is one where all stakeholders must be "All In". This is not an individual effort, but a site-wide culture that is implemented. As a result, CORE has proven industry leading EMR rates for the past several years running, and this company-wide culture and focus will enhance the safe work practices on the Carson City Fire Station with Shared Facilities for Emergency Operations Project.

Achieving our goal of zero incidents and zero accidents begins in the Pre-construction Phase of the project. Our PreConstruction and Operations Teams will perform a thorough investigation of the site to determine the most practical means and methods for executing the scope of work, and to identify any potential safety hazards to the public and construction personnel in advance. Planning the work during the Pre-construction Phase is a crucial element of successfully delivering the project in a safe manner.



SITE SAFETY ORIENTATION:

During the Pre-construction Phase, we will develop a comprehensive Master Safety Plan specific to the project. All Trade Partners providing goods and services on the project will be required to participate in a mandatory pre-construction safety orientation. During this meeting, there will be a detailed presentation of the Master Safety Plan outlining the specific safety and operational requirements for working on the project site. All Trade Partners are contractually required to indicate their written understanding of, and agreement with the Master Safety Plan prior to starting their construction activities. Establishing these expectations with our Trade Partners before they start their scope of work is essential to ensuring a safe work environment. In addition, regular safety meetings will be conducted to continually identify potential project hazards as well as fire department access routes and other best practices throughout construction. Jobsite fencing, barricades and warning signs will be installed prior to the start of any construction activities.



SITE LOGISTICS PLAN:

On this project, careful planning and communication will be required during pre-construction to coordinate detailed and accurate site logistics plans that align with the project phasing plan to ensure that all construction operations are carried out with minimal impact to the site and surrounding areas.



DAILY ACTIVITY HAZARD ANALYSIS (DAHA):

Daily Activity Hazard Analysis (DAHA) reports are prepared by each Trade Partner at the start of every day. These reports lead the tradespeople to focus on the specific hazards they will be facing that day and how to eliminate or mitigate the potential risk associated with the hazard. Each worker on the crew is required to sign the DAHA form further prompting all employees to engage and participate in the safety culture of the project. Lastly, these forms prompt Trade Partners to collaborate with the other trades that may have overlapping work in an area, allowing them the opportunity to talk through the hazards posed by each trade and coordinate a safe working environment.



PREDICTIVE SOLUTIONS:

CORE utilizes a mobile app called Predictive Solutions (PS) SafetyNet on all our projects. PS. is an innovative safety management system that enables our project teams to collect accurate information daily and analyze it to measure the effectiveness of their site-specific safety programs. The app aids in identifying "leading safety indicators" so that we can proactively address and implement corrective action steps with our project team members before a preventable incident occurs. This software is conveniently managed and monitored through our mobile devices. Through our continually increasing safety observation data, our PreConstruction Team uses the information to identify Trade Partners who best align with our safety values to ensure the safest teams possible on our projects.



5.4.8 MISCELLANEOUS SUBMITTAL REQUIREMENTS Exhibit A

APPENDIX



ALL-HANDS SAFETY MEETINGS:

CORE mandates weekly ALL Hands Safety Meetings. These meetings are led by our on-site Project Management staff with support from Trade Partner supervision. All agendas are supported by our National Safety Director, John Laporte. At these jobsite meetings, we provide a new safety training session for all on-site workers regarding a relevant topic applicable to the current on-going or yet-to-be started work on the site, such as scaffold awareness before masonry starts going vertical.



SAFETY STAND DOWNS:

National and local Safety Stand-Downs are held on CORE's jobsites to reinforce all workers' focus on safety. This creates a sense of ownership within our workforce and reinforces management's and supervisors' commitment to safety.



VIRTUAL CONSTRUCTION AND SAFETY:

With safety being our number one priority during construction, we utilize all the tools available to make sure everyone goes home safely at the end of the day. We take the time and effort to integrate our virtual construction tools into the construction process. We utilize everything from 3D safety plans, logistics plans, and logistics animations to ensure all aspects of safety have been thought about and shared with the team. These visualizations are constantly updated as the project progresses and continuously shared with the Client, Design Team, and all Trade Partners on the project.



COVID-19 SAFETY MEASURES:

Safety has been, and always will be, our #1 priority. With the outbreak of COVID-19, to ensure the safety of our team and your site, we have put additional safety measures in place including COVID-19 signage, educational training, and preventative measures. We will identify all potential risks prior to beginning construction and develop a plan with Trade Partners to mitigate any potential risks well in advance to ensure there is no delay in schedule. Should an unusual circumstance arise, CORE has a detailed COVID-19 plan of action.



SAFETY AS A TEAM:

Every person at CORE shares a common commitment to our Culture. This shared commitment allows each team member to embrace an unwavering, comprehensive trust in one another and the overall team itself. Built upon this foundation of Team and Trust, we do not leave it to just one person to lead our safety efforts, but instead hold the entire team accountable. CORE empowers every member of our field operations staff to think of themselves as our Safety Team.

January 19, 2022

CORE West, Inc. dba CORE Construction
5330 Reno Corporate Drive
Reno, NV 89511

Re: General Construction Operations
Experience Modification Rating

To Whom It May Concern:

The following is the Experience Modification Rating for the last 6 years, per NCCI, as of January 18, 2022:

Effective March 01, 2022:	0.63
Effective March 01, 2021:	0.62
Effective March 01, 2020:	0.61
Effective March 01, 2019:	0.68
Effective March 01, 2018:	0.71
Effective March 01, 2017:	0.67

This modification was promulgated for the General Construction Operations of the CORE Construction Group of companies using their General Construction data only.

Should you have any questions, please contact me at 312-288-7164 or via email at cheryl.crilly@willistowerswatson.com

Sincerely,
Cheryl Crilly
Cheryl Crilly
Client Manager

SCAN FOR CORE'S OFFICIAL SAFETY MANUAL.

THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA
2300 Wilson Boulevard, Suite 300, Arlington, Virginia 22201
PHONE (703) 548-3118

This is your National AGC Safety Awards Tabulation - (NASAT)

2020 Report Card

CORE Construction Services of Nevada										
Company Name		CORE Construction Services of Nevada								
Chapter Code & Name		31A Nevada Chapter AGC								
Division		Building							Category	
		110,000 to 274,999								
	Total Hours Worked	Lost Workday Cases	ROI Number of Cases	Number of Fatalities	Compensable Lost Work Day Case Incidence Rate	Category Lost Work Day Case Incidence Rate	Chapter Lost Work Day Case Incidence Rate	Overall Division Lost Work Day Incidence Rate	Overall Company Incidence Rate	Overall Division Incidence Rate
2018	177,630	0	0	0	0.00	0.54	0.59	0.36	0.00	2.06
2019	182,231	0	0	0	0.00	0.56	0.25	0.33	0.00	1.80
2020	192,702	0	0	0	0.00	0.55	0.25	0.33	0.00	1.58

Note: Awards are based on three years of participation and with a zero incidence rate of 25% below the overall division lost work day case incidence rate for 2020.

2020 AGC NASAT Group Award Winner Categories											
Division	Company	Work Hours	Division	Category	Work Hours	Division	Category	Work Hours	Division	Category	Work Hours
1	110,000 to 274,999	1,000,000 to 1,499,999	1	Building	110,000 to 274,999	1	Building	110,000 to 274,999	1	Building	110,000 to 274,999
1	275,000 to 500,000	1,500,000 to 1,999,999	1	Building	275,000 to 500,000	1	Building	275,000 to 500,000	1	Building	275,000 to 500,000
1	500,000 to 1,000,000	2,000,000 to 2,499,999	1	Building	500,000 to 1,000,000	1	Building	500,000 to 1,000,000	1	Building	500,000 to 1,000,000
1	1,000,000 to 1,499,999	2,500,000 to 2,999,999	1	Building	1,000,000 to 1,499,999	1	Building	1,000,000 to 1,499,999	1	Building	1,000,000 to 1,499,999

5.4.8 MISCELLANEOUS SUBMITTAL REQUIREMENTS Exhibit A

APPENDIX



Awarded AGC NV
BEST SAFETY GENERAL CONTRACTOR
11 years in a row (2011-2021)

5.4.9 INSURANCE AND BONDING CAPACITY Exhibit A

APPENDIX

SUBMIT EVIDENCE OF THE FINANCIAL CAPABILITY OF YOUR BONDING COMPANY.

Our bonding company, Travelers Casualty and Surety Company of America has an A++ (Superior) rating and their Financial Size Category is XV (\$2 Billion or greater). The printout of their AM Best rating is pictured below.

Rating Services

Travelers Casualty and Surety Company

AMB #: 002001 NAIC #: 19038 FEIN #: 066033504

Domiciliary Address
 One Tower Square
 Hartford, Connecticut 06183
 United States

Web: www.travelers.com
Phone: 860-277-0111
Fax: 860-277-7002

AM Best Rating Unit: AMB #: 018874 - Travelers Group

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 058470 - The Travelers Companies, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings	
<p>Financial Strength Rating View Definition</p> <p>Rating: A++ (Superior) Affiliation Code: g (Group) Financial Size Category: XV (\$2 Billion or greater) Outlook: Stable Action: Affirmed</p>	<p>Best's Credit Rating Analyst</p> <p>Rating Office: A.M. Best Rating Services, Inc. Senior Financial Analyst: Elizabeth Blamble Senior Director: Michael J. Lagomarsino, CFA, FRM <i>Note: See the Disclosure Information Form or Press Release below for the office and analyst at the time of the rating event.</i></p>
<p>Effective Date: November 05, 2019 Initial Rating Date: June 30, 1922</p>	<p>Disclosure Information</p> <p>Disclosure Information Form View AM Best's Rating Disclosure Form</p> <p>Press Release AM Best Affirms Credit Ratings of The Travelers Companies, Inc. and Its Main Subsidiaries November 05, 2019 View AM Best's Rating Review Form</p>
<p>Long-Term Issuer Credit Rating View Definition</p> <p>Long-Term: aa+ (Superior) Outlook: Stable Action: Affirmed Effective Date: November 05, 2019 Initial Rating Date: April 18, 2005</p>	

“CORE IS ONE OF THE TOP BUILDERS IN THE COUNTRY AND THEY GIVE THE SAME ATTENTION TO A \$1 MILLION PROJECT AS THEY DO TO A \$100 MILLION PROJECT. SETH MAURER AND HIS TEAM WILL DO NO LESS FOR YOUR PROJECT, AS TRAVELERS HAS HEARD THE TESTIMONIALS FROM MANY **EXTREMELY SATISFIED CLIENTS** OVER THE YEARS. CORE HAS ALWAYS MORE THAN MET THEIR CONTRACT OBLIGATIONS AND WE BELIEVE YOU COULD NOT FIND A **HIGHER QUALITY FIRM** TO WORK WITH. FINALLY, MANY COMPANIES SPEAK ABOUT **CONTINUOUS IMPROVEMENT** WITHIN THEIR COMPANIES, BUT CORE SHOWS IT THROUGH THE QUALITY OF INDIVIDUALS THEY HAVE WORKING FOR THEM. I WOULD **TRUST** CORE WITH ANY PROJECT THEY WISH TO PURSUE, AS TRAVELERS HAS KNOWN FOR MORE THAN 30 YEARS THE **INTEGRITY** OF THE PEOPLE BEHIND THE COMPANY.”

-Lynn Cracraft, Executive Officer
 Traveler's Casualty + Surety of America

5.4.9 INSURANCE AND BONDING CAPACITY Exhibit A

APPENDIX

SUBMIT EVIDENCE THAT YOUR BONDING COMPANY IS LISTED BY THE UNITED STATES TREASURY.

EVIDENCE: Our bonding company is listed in the Department of Treasury's Listing of Certified Companies. You can also access the below information online at the following web address: <https://fiscal.treasury.gov/surety-bonds/list-certified-companies.html>

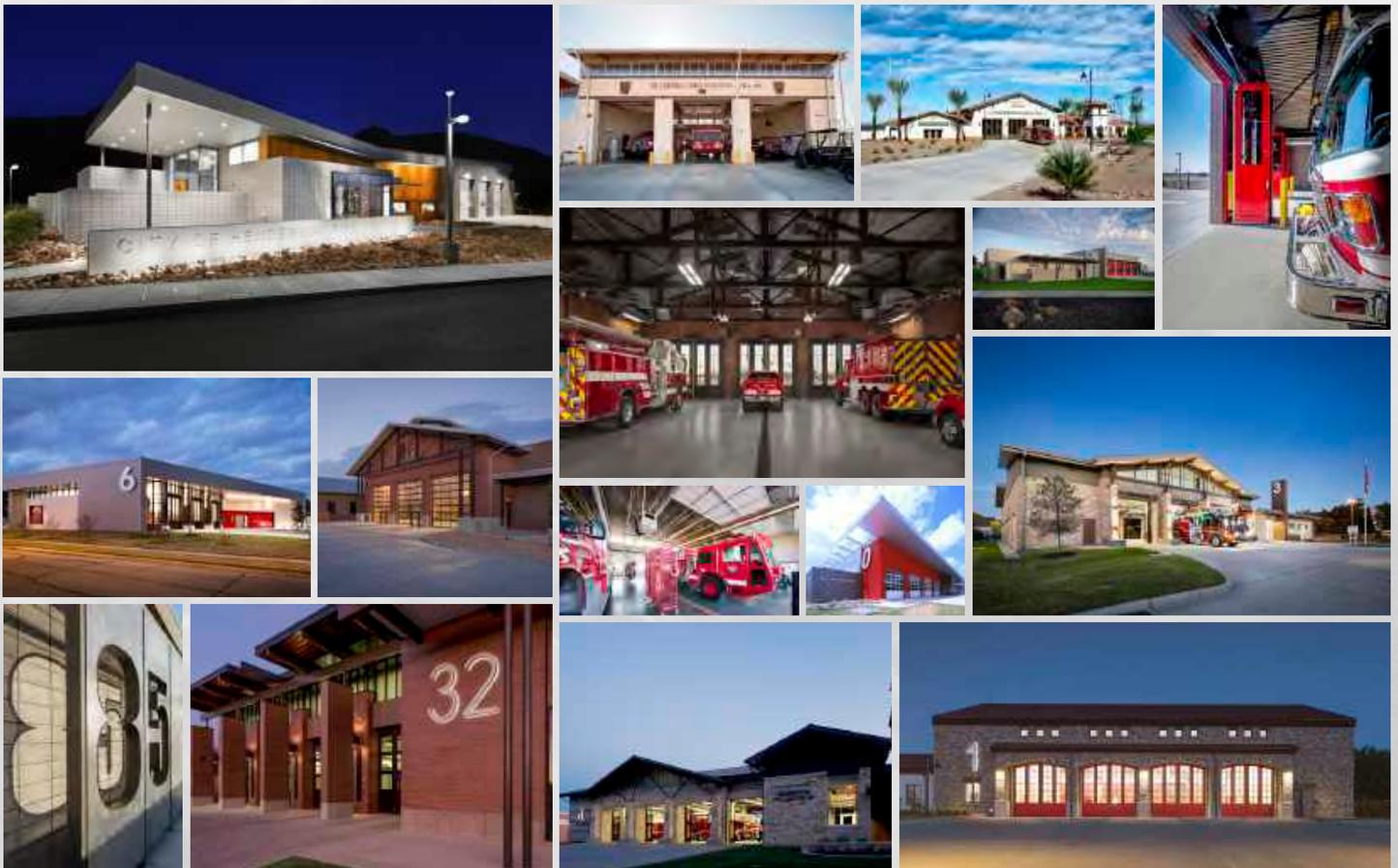
BONDING COMPANY: Travelers Casualty and Surety Company of America

ADDRESS: 940 West Port Plaza, Suite 450, Maryland Heights, MO 63146

AGENT: Lynn Cracraft, Account Executive

PHONE: (314) 576-8313

EMAIL: LCRACRAF@travelers.com



5.4.9 INSURANCE AND BONDING CAPACITY Exhibit A

APPENDIX

SUBMIT WRITTEN CERTIFICATION OR OTHER APPROPRIATE EVIDENCE FROM YOUR BONDING COMPANY CONFIRMING THAT YOUR FIRM WILL HAVE BONDING CAPACITY IF THIS PROJECT, ESTIMATED AT THE VALUE LISTED IN SECTION 1 OF THIS REQUEST FOR PROPOSAL, IS ADDED TO YOUR CURRENT AND ANTICIPATED WORKLOAD.



Insurance and Surety Brokers
T: 469-430-1450

May 18, 2022

Carol Akers, Purchasing and Contracts Administrator
Carson City Purchasing and Contracts
201 N. Carson Street, Suite 2
Carson City, NV 89701

RE: RFP #21300276 | Carson City Fire Station with Shared Facilities for Emergency Operations

Dear Ms. Akers,

CORE Construction (CORE) bonds are written through a co-surety arrangement with Travelers Casualty and Surety Company of America (Travelers) and Liberty Mutual Insurance Company (Liberty).

CORE has advised Travelers and Liberty of their desire to perform construction services for your captioned project. Travelers has enjoyed a relationship with CORE for over 40 years. During our relationship we have provided any bid, performance and payment bonds that they have required. We have bonded significant individual projects for CORE and they are certainly qualified to perform contracts such as yours, as they have bonding capacity of \$300 million per single project and \$1.5 billion in the aggregate. This is not to be construed to be a maximum, but rather working parameters. CORE has always met their contractual obligations and we believe there is not a higher quality firm you could choose to work with.

Should CORE be awarded a contract on this or any of your projects and be required to provide performance and payment bonds for same, and should contractor so request, we would be in position to provide such bonds, subject to a favorable review of the final bond forms, contract documents and specifications and usual underwriting requirements at the time.

In addition, both Travelers and Liberty are licensed to do business in all states and Travelers has an A.M. Best Co. rating of A++ XV while the Liberty A.M. Best rating is A XV.

Sincerely,

Travelers Casualty and Surety Company of America
Liberty Mutual Insurance Company

By: David Buckman
David Buckman, Attorney-in-Fact

Agent Contact Information:
David Buckman, President, Glenn Allen Insurance and Surety Brokers
5205 McClellan Dr., Frisco, TX 75036 | T: (469) 430-1450

5.4.9 INSURANCE AND BONDING CAPACITY Exhibit A

APPENDIX

SUBMIT EVIDENCE THAT YOUR FIRM IS COVERED BY WORKERS COMPENSATION INSURANCE REQUIRED BY NEVADA STATE LAW, OR THAT IT CAN PROCURE SUCH INSURANCE BEFORE ANY FIRM EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS COMMENCE WORK UNDER ANY PRE-CONSTRUCTION OR CONSTRUCTION SERVICES CONTRACT AWARDED THROUGH THIS RFP.

Please refer below for evidence of CORE's workers compensation Insurance coverage.

PRESENT EVIDENCE OF ABILITY TO OBTAIN INSURANCE PER LIMITS AS STIPULATED BELOW.

Please refer below for evidence of CORE's Insurance coverage per limits as stipulated.

THE CMAR SHALL MAINTAIN LIMITS NO LESS THAN:

- GENERAL LIABILITY: \$2,000,000 MINIMUM OR THE AMOUNT CUSTOMARILY CARRIED BY CMAR FIRM, WHICHEVER IS GREATER, COMBINED SINGLE LIMIT PER OCCURRENCE FOR BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE WITH AN ENDORSEMENT THAT SHOWS THE \$2,000,000 LIMIT APPLIES SOLELY TO THIS PROJECT. GENERAL LIABILITY COVERAGE SHALL SPECIFICALLY APPLY TO THE ACTS AND/OR OMISSIONS OF CMAR FIRM AND ITS SUBCONTRACTORS. MOREOVER, THE ABOVE GENERAL LIABILITY COVERAGE SHALL BE MAINTAINED IN FULL FORCE AND EFFECT FOR FIVE (5) YEARS FROM THE DATE OF COMPLETION OF THE PROJECT, AND SHALL SOLELY APPLY TO THIS PROJECT.**
- AUTOMOBILE LIABILITY: \$1,000,000 MINIMUM OR THE AMOUNT CUSTOMARILY CARRIED BY THE CMAR FIRM, WHICHEVER IS GREATER, COMBINED SINGLE LIMIT PER ACCIDENT FOR BODILY INJURY AND PROPERTY DAMAGE. NO AGGREGATE LIMITS MAY APPLY. NON-OWNED AND HIRED AUTOMOBILE LIABILITY MUST BE INCLUDED.**
- WORKERS' COMPENSATION: CMAR FIRM SHALL PROVIDE WORKERS' COMPENSATION INSURANCE AS REQUIRED BY NEVADA REVISED STATUTES CHAPTERS 616A THROUGH 616D INCLUSIVE AND EMPLOYER'S LIABILITY INSURANCE WITH A MINIMUM LIMIT OF \$1,000,000.**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 02/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-469-430-1450 Glenn Allen Insurance and Surety Brokers, LLC 5205 McClellan Dr Frisco, TX 75036	CONTACT NAME: PHONE (A/C No. Ext.): FAX (A/C No.): EMAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Arch Insurance Company 11150 INSURER B: Starr Indemnity and Liability Company 38318 INSURER C: Arch Indemnity Insurance Company 30830 INSURER D: Arch Specialty Insurance Company 21199 INSURER E: INSURER F:
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COVERAGES **CERTIFICATE NUMBER:** 64574152 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDCSURT	INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		X	41PKG8896113	03/01/22	03/01/23	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		X	41PKG8896113	03/01/22	03/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE		X	1000584947221	03/01/22	03/01/23	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	44WCI8946713 (AOS) 41WCI8896013 (FL)	03/01/22	03/01/23	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Prof/Poll Liability			CPP0060180-05	03/01/22	03/01/23	\$5M Claim/\$10M Agg 250,000\$IR

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of Coverage Only.

CERTIFICATE HOLDER CORE West, Inc. 7150 Cascade Valley Ct Las Vegas, NV 89128 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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5.4.10 DRUG AND ALCOHOL POLICY Exhibit A

APPENDIX

TO BE ELIGIBLE TO PERFORM WORK ON CARSON CITY (CITY) CONSTRUCTION PROJECTS ALL CONTRACTORS AND SUBCONTRACTORS WHO WILL WORK ON SUCH PROJECTS MUST HAVE IN EXISTENCE A DRUG AND ALCOHOL POLICY.

CORE currently abides by a Drug and Alcohol Policy as specified in the CORE Construction Personnel Policy Manual, Version May 2020 (revised). The section summary of this policy states:

"It is the Company's policy to create and maintain a drug-free workplace in keeping with the spirit and purpose of the Drug-Free Workplace Act of 1988, or as may be amended from time to time and/or as applicable by other laws, regulations, ordinances, or statute in the jurisdiction where the Company is performing work. The unlawful use of controlled substances is inconsistent with the behavior expected of employees, subjects all employees and clients/customers to unacceptable safety risks, and undermines the Company's ability to operate effectively and efficiently. As a condition of employment, all employees shall abide by this policy and employees who violate the policy shall be subject to disciplinary action up to and including termination. The Company has also established a drug-free awareness program through the distribution and dissemination of this policy and through the distribution and dissemination of such additional information as deemed appropriate by the Company. Employees must be aware that the unlawful use of controlled substances threatens their health, safety, and well-being, affects their work performance, and jeopardizes the health, safety, and well-being of the Company's clients.

The Company reserves the right to require employees to undergo appropriate tests designed to detect the presence of alcohol, illegal drugs, or other controlled substances, either randomly or where it has reason to believe that an employee may be under the influence of any of these substances. Refusal to consent to such a test may result in disciplinary action up to and including termination.

Statement of the Company's Policy and General Prohibitions Respecting Drug and Alcohol Use by Employees: It is the Company's policy to maintain a drug-free, healthful, and safe work place. Employees are therefore required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. The illegal use and/or misuse of controlled substances is inconsistent with the behavior expected of employees, subjects all employees and visitors to our facilities to unacceptable safety risks, and undermines the Company's ability to operate effectively and efficiently.

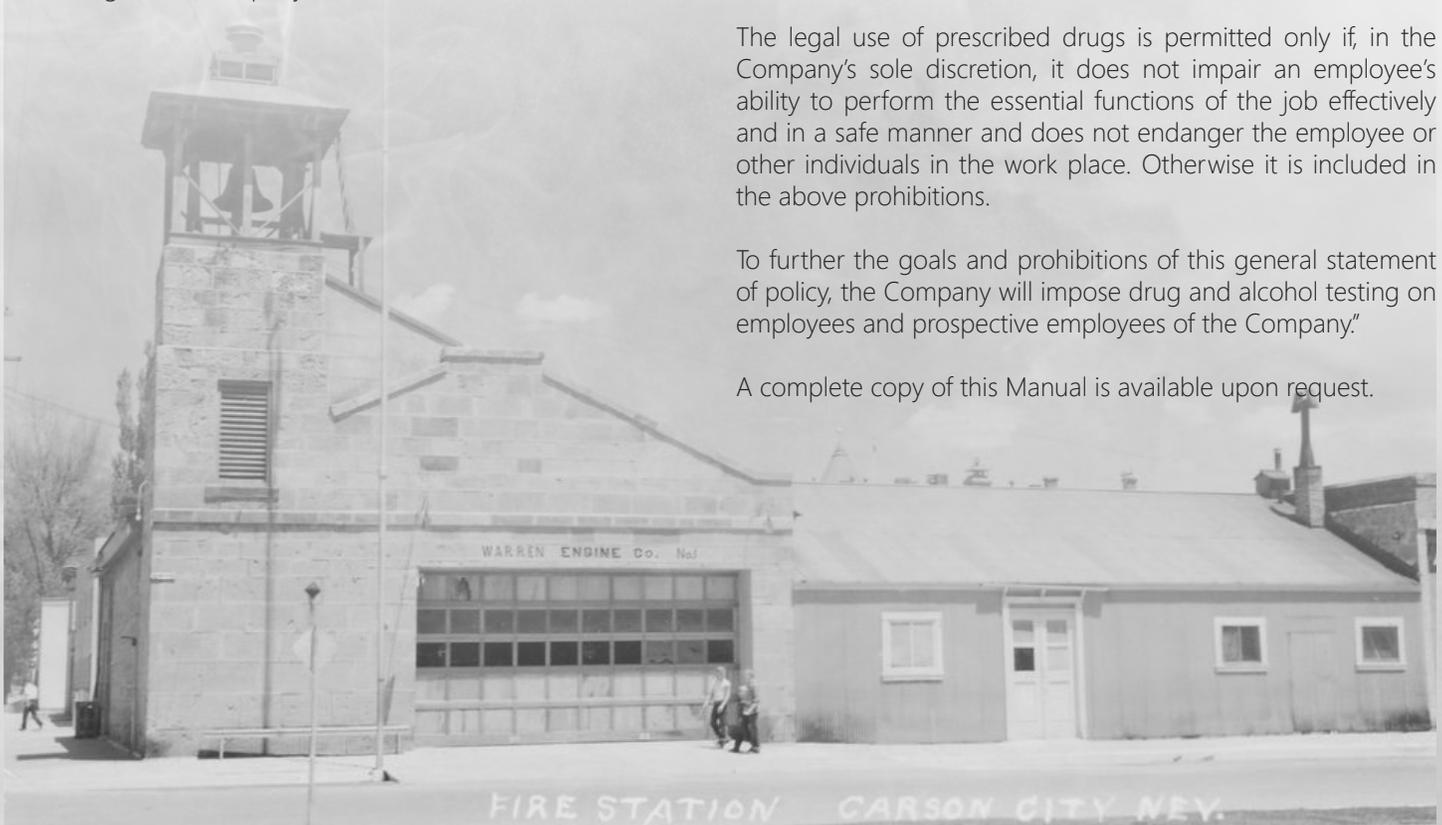
While conducting business-related activities, employees are prohibited from being under the influence of alcohol or any controlled substance.

While on a Company work site no employee may use, possess, distribute, or sell illegal or controlled substances or alcohol. Such conduct is also prohibited during non- working time to the extent that, in the sole opinion of the Company, it impairs an employee's ability to perform on the job or threatens the reputation or integrity of the Company.

The legal use of prescribed drugs is permitted only if, in the Company's sole discretion, it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner and does not endanger the employee or other individuals in the work place. Otherwise it is included in the above prohibitions.

To further the goals and prohibitions of this general statement of policy, the Company will impose drug and alcohol testing on employees and prospective employees of the Company."

A complete copy of this Manual is available upon request.



CMAR FEE PROPOSAL FORM

1. CMAR Total Compensation PROPOSED FEES

(A) **CMAR's Pre-Construction Services (Fixed Fee)** \$ 54,000.00 _____

The CMAR's pre-construction services fixed fee includes the costs and profit for the CMAR's effort to perform all services during the pre-construction phase, consistent with the description in Section 4.1 of the RFP.

(B) **CMAR's Construction Management Personnel (Expressed as a Monthly Fee)**

The monthly fee for CMAR construction management personnel includes the anticipated cost per month for the CMAR Firm personnel to manage subcontractors in the field during the construction phase and provide the applicable services described in Section 4.2. The monthly fee should include a listing of the CMAR personnel, the anticipated number of hours per month required, and the billable hourly pay rate for each person that will be involved in the CMAR's construction period scope of work. These costs will be later utilized in the GMP negotiations.

CMAR Personnel (Job Title)	Burdened Pay Rate (\$/Hr)	Hours per Month	Monthly Fee (Rate x Hours)
Director of Operations	\$193/hr	34	\$6,562.00
Project Manager	\$127/hr	170	\$21,590.00
Project Coordinator	\$83/hr	34	\$2,822.00
Superintendent	\$138/hr	170	\$23,460.00
Total Monthly Fee for CMAR Construction Management Personnel =			\$54,434.00

(C) Proposed CMAR Fee (Expressed as a % of total construction costs) 4.25 %

Provide a CMAR fee for construction services, expressed as a percentage of the project's GMP. The fixed fee must include profit and home office overhead (all auditable costs that are allocated to all projects), but not field office overhead or field office direct expenses.

The formula for calculating total awarded points, by fee type, shall be by the following:

$$\text{Category (A), (B), or (C)} = \frac{[\text{Lowest Proposed Fee (or \%) Submitted}]}{[\text{Fee (or \%) Being Evaluated}]} \times [\text{Total Possible Points}]$$

Categories (A) and (B) are worth a maximum of 5 points per category. Category (C) will be counted for 10 points for a total of 20 points maximum allowed for CMAR compensation fees.

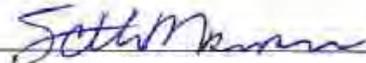
2. REFERENCED DOCUMENTS

The following documents are hereby incorporated and form the basis for the CMAR's Fee Proposal:

1. CMAR Request for Proposal dated 4/25/2022
2. CMAR's Response to Request for Proposal
3. Owner-CMAR Pre-Construction Professional Services Agreement
4. Sample of CMAR General Conditions (used for Short-Listed CMARs Only)
5. Sample of CMAR Construction Services Contract (used for Short-Listed CMARs Only)

3. CMAR SIGNATURE

CMAR Firm Name: CORE West, Inc.

Signature: 

Print Name: Seth Maurer

Title: President

Date: May 31, 2022

provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as

parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—

Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323 Procurement of recovered materials.

(K) See §200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See §200.322 Domestic preferences for procurements.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

POSTINGS AND NOTICES

Notices and posters are to be placed in:

- *areas readily accessible to the public and employees (per 23 CFR 230.121);*
- *on the site of the public work in a place generally visible to the workmen (per NRS 338.020);*
- *shall be posted at all times by the contractor and its subcontractors at the site of the work in prominent and accessible place where it can be easily seen by the workers...on bulletin boards accessible to all employees at each location where construction work is performed (41 CFR 60-4.3);* and
- according to Section 110.01 of the Standard Specifications for Road and Bridge Construction, the contractor is to provide and erect a weatherproof bulletin board at the job site and post all required information thereon.

Required Postings:

1. The EEO policy statement with the appointment of the EEO officer with their contact information.
2. Prevailing Wage Rates (both State and Federal) specific to the project.
3. Current Federal postings and notices found here: <https://www.fhwa.dot.gov/programadmin/contracts/poster.cfm>
4. Current State postings and notices can be found here: http://labor.nv.gov/Employer/Employer_Posters/
5. A List of Emergency services phone numbers. If the project is in a 911 accessible area, post a notice that 911 should be called in an emergency.

The prime contractor is responsible for providing a weatherproof bulletin board or fixture to display EEO policy information, wage decisions, required State and Federal postings and information on various employee rights, protections and appeals. The bulletin board must be located within the limits of the project, easily visible to the public and employees (of both the prime and any subcontractors), and be accessible during construction of the project (installed on or before the notice to proceed date and removed at construction completion).

Some projects do not lend themselves to a stationary bulletin board as the project limits are extensive and/or the project moves frequently. In such cases, alternative methods of posting must be determined. The alternative posting method must still meet the requirements of a stationary fixture as above.

The bulletin board or fixture cannot be located inside an office, construction trailer, or in a vehicle. Please consult with the project Resident Engineer or with the Contract Compliance office to assist in determining if a fixture will meet the requirements stated.

CERTIFICATION REGARDING SUSPENSION OR DEBARMENT

STATE OF _____ }
COUNTY OF _____ } SS

I, _____ (Name of party signing this affidavit and the Proposal Form) _____ (title).
being duly sworn do depose and say: That _____
(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the City will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Signature

Title

Sworn to before me this _____ day of _____, 20 _____

(SEAL)

Notary Public, Judge or other Official

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name (please type or print)

Signature

Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

<p>1. Type of Federal Actions:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> c. Initial award <input type="checkbox"/> d. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p><input type="checkbox"/> 4. Name and Address of Reporting Entity: Prime <input type="checkbox"/> Sub-awardee Tier _____, if known: Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description: CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if know:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i> <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>	
<p><input type="checkbox"/> 11. Amount of Payment <i>(check all that apply):</i> <input type="checkbox"/> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment <i>(check all that apply):</i></p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment <i>(check all that apply):</i></p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

Conflict of Interest Disclosure Form

Date:

Project:

Title:

Name:

Position:

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

I have no conflict of interest to report.

I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature:

Date:



CORE WEST, INC.

Unique Entity ID R7H8KY1UKS33	CAGE / NCAGE 4XAF1	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Nov 11, 2022	
Physical Address 7150 Cascade Valley CT Las Vegas, Nevada 89128-0455 United States	Mailing Address 7150 Cascade Valley Court Las Vegas, Nevada 89128-9024 United States	

Business Information

Doing Business as Core Construction	Division Name Core West, Inc.	Division Number CORE West,
Congressional District Nevada 04	State / Country of Incorporation Nevada / United States	URL http://www.coreconstruction.com

Registration Dates

Activation Date Nov 26, 2021	Submission Date Nov 11, 2021	Initial Registration Date Nov 13, 2007
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Entity Dates

Entity Start Date Oct 12, 1999	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Repts & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
4XAF1

Points of Contact**Electronic Business**

☎
SETH MAURER, President

**7150 Cascade Valley Court
Las Vegas, Nevada 89128
United States**

Government Business

☎
SETH MAURER

**7150 Cascade Valley Court
Las Vegas, Nevada 89128
United States**

Past Performance

☎
SETH MAURER

**7150 Cascade Valley Court
Las Vegas, Nevada 89128
United States**

Service Classifications**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	236220	Commercial And Institutional Building Construction
	236210	Industrial Building Construction
	237130	Power And Communication Line And Related Structures Construction
	238110	Poured Concrete Foundation And Structure Contractors
	238120	Structural Steel And Precast Concrete Contractors
	238130	Framing Contractors
	238140	Masonry Contractors
	238160	Roofing Contractors
	238170	Siding Contractors
	238190	Other Foundation, Structure, And Building Exterior Contractors
	238350	Finish Carpentry Contractors
	238910	Site Preparation Contractors
	541310	Architectural Services

Disaster Response

This entity does not appear in the disaster response registry.



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 16, 2022
Staff Contact: Nancy Paulson, City Manager and Melanie Bruketta, Human Resources Director

Agenda Title: For Possible Action: Discussion and possible action regarding, and a public hearing the report of the City Manager on the fiscal impact and recommended approval of, the proposed collective bargaining agreement ("CBA") between Carson City and the Fraternal Order of Police, Las Vegas Lodge #1 ("FOP") on behalf of the Carson City Alternative Sentencing Officers, for a 5-year term effective July 1, 2022 to June 30, 2027 with an estimated fiscal impact of \$312,688.64 for the term of the CBA. (Nancy Paulson, npaulson@carson.org and Melanie Bruketta, mbruketta@carson.org)

Staff Summary: Carson City and FOP have engaged in extensive labor negotiations for a successor CBA as the current CBA expired on June 30, 2021. The CBA is for a 5-year term beginning on July 1, 2022 through June 30, 2027, and includes changes to contract provisions concerning pay rates (Article 6), callback (Article 7), annual leave (Article 10), sick leave (Article 11), group health insurance (Article 12), retirement contributions (Article 23), uniform allowance (Article 24), additional pay (Article 25), court time (Article 27), fiscal emergency (Article 32) and various clerical, non-substantive changes throughout.

Agenda Action: Formal Action / Motion **Time Requested:** 5 minutes

Proposed Motion

I move to approve the agreement and to authorize the District Attorney's Office to make any necessary revisions that are clerical and not substantive when finalizing the agreement.

No action for the public hearing.

Board's Strategic Goal

Organizational Culture

Previous Action

June 15, 2017 - The Board of Supervisors approved the last CBA between the parties with a contract term of July 1, 2017 through June 30, 2021.

Background/Issues & Analysis

Bargaining representatives for the City and FOP have tentatively agreed to the following substantive changes in the proposed successor CBA, for a 5-year term commencing on July 1, 2022 and ending on June 30, 2027:

Article 6- Pay Rates

- Adjusting pay rates from \$49,713 to \$74,569 to \$55,539.29 to \$78,101.81.

- Adding a cost-of-living increase on July 1, 2023 and each July 1 thereafter for the term of the proposed CBA. This is consistent with the CBAs with the Carson City Employee Association ("CCEA") and the Carson City Deputy Sheriff's Association ("CCDSA").
- Changing merit increases beginning on July 1, 2022 from 3.0%, 4.5% and 5.5% to 3.0% for a performance rating of "meets expectations" or better. This is consistent with the CCEA CBA.
- Implementing a process for rehires and lateral hires wherein a former employee rehired within three years from the date of separation will receive at least the same pay as the former employee received at the date of separation, and wherein lateral hires and rehires of former employee more than three years from the date of separation will be paid at the entrance rate unless the Chief of the Carson City Department of Alternative Sentencing ("DAS Chief") receives approval from the Carson City Internal Finance Committee to establish the base rate of pay above the entrance rate consistent with the Employee's education, training and experience. This is consistent with the CCDSA CBA.

Article 7 - Callback

- Deleting much of Article 7 and added text consistent with the Nevada Revised Statutes ("NRS") Chapter 286 and the Nevada Administrative Code ("NAC") Chapter 286 concerning the Public Employees Retirement System ("PERS"). This is consistent with the CCDSA CBA.

Article 10 - Annual Leave

- Increasing the maximum accumulated annual leave hours from 240 to 300. This is consistent with the CCEA and CCDSA CBAs.
- Removing the ability to exceed 300 annual leave hours. Per City policy, an employee may exceed 300 annual leave hours only with the approval of the City Manager.

Article 11- Sick Leave

- Revising language to clarify that employees may elect to use sick leave prior to being placed on FMLA leave. This is consistent with the CCDSA CBA.
- Removing language specifying that an employee was entitled to 45 minutes to change after a Peace Officers Standards and Training ("P.O.S.T.") physical agility test.
- Adding 10 days bereavement leave charged against an employee's sick leave. This is consistent with the CCEA CBA.

Article 12 - Group Health Insurance

- Revising group health insurance to clarify that the City will only pay 50% of the dependent coverage if an employee elects coverage under a high deductible plan, unless the City only offers a high deductible plan. This is consistent with the CCEA and CCDSA CBAs.
- Removing the requirement that an employee reach 47 years of age to be eligible to retain City health insurance when retiring. Employees must still have 20 years of service with Carson City and have actually retired under the PERS retirement qualifications.

Article 23- Retirement Contributions

- Removing language that required the DAS Chief to seek Board of Supervisor approval for employees seventy years of age or older to remain employed. This is consistent with the CCDSA CBA.

Article 24 - Uniform Allowance

- Increasing uniform allowance from \$1,000 to \$1,700; increasing body armor allowance from \$800 to \$1,250; increasing reimbursement for damaged watches and sunglasses from \$50 to \$100 per incident; increasing reimbursement for damaged prescription glasses to \$300 per incident; and increasing reimbursement for damage to all other items from \$200 to \$400 per incident. This is consistent with the CCDSA CBA.
- Removing language limiting body armor replacement to 25% of the covered Employees.

Article 25- Additional Pay

- Adding language that on-call pay may be taken as paid time in addition to compensatory time. This is consistent with the CCDSA CBA.
- Adding language clarifying that employees will only be on-call 1 week in any 4 week period, except for emergency operational needs and as agreed by the employees.
- Increasing an employees pay for standby status from \$1.50 per hour to a rate of 15% of his or her regular pay. This is consistent with the CCDSA CBA.
- Increasing additional pay from 2% to 2.5% for an Associate's Degree; increasing additional pay from 4% to 5% for a Bachelor's Degree; adding 5.5% additional pay for holding a Master's Degree; adding language clarifying that education incentive pay is only paid for the highest degree earned. This is consistent with the CCDSA CBA.
- Adding language clarifying that P.O.S.T. incentive pay is only paid for the highest certificate earned.
- Adding 5% responsibility pay for working as a Marshall or Bailiff.
- Adding language specifying that an employee is to receive 5% additional pay for each additional assignment given to him or her by the DAS Chief. This is consistent with the CCDSA CBA.
- Adding 2.5% additional pay for fluently reading, speaking or writing in Spanish. This is consistent with the CCDSA CBA.

Article 27- Court Time

- Increasing the minimum hours of overtime from 2 hours to 3 hours for court time in excess of 40 hours a week. This is consistent with the CCDSA CBA.
- Changing the language that required the District Attorney to notify a deputy at least two hours or more prior to the off-duty employee's court appearance to no later than 7:00 p.m. the night before the court appearance in order to avoid payment of court time. This is consistent with the CCDSA CBA.

Article 32 - Fiscal Emergency

- Deleting this article; the provisions of NRS Chapter 288 cover fiscal emergencies.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 288

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Alternative Sentencing salaries and wages and employee benefit accounts.

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Included in the Fiscal Year ("FY") 2023 budget adopted by the Board of Supervisors on May 19, 2022 was a contingency of \$150,000 which was expected to be available for any change to the CBA. The FY 2023 contract increase is \$28,310.40. The base contract in FY 2022 times 5 years (no increase) was \$1,982,316.01. The value of the new five-year contract is \$2,295,004.66. The total contract increase is \$312,688.64. Annual increases will be worked into budget projections.

Alternatives

Do not approve the proposed CBA and instruct staff to continue negotiations.

Attachments:

[2022 DAS FOP CBA TA v2 clean for Board.docx](#)

[2022_DAS_FOP_CBA_TA_v2_redline_for_Board.pdf](#)

[Alt Sent negotiations calcs.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

2022-2027

A G R E E M E N T

between

CARSON CITY

and the

FRATERNAL ORDER OF POLICE, LAS VEGAS LODGE #1, ON BEHALF OF THE
CARSON CITY ALTERNATIVE SENTENCING OFFICERS

(July 1, 2022 - June 30, 2027)

<u>Article</u>	<u>Subject</u>	<u>Page</u>
1.	Preamble	3
2.	Recognition	3
3.	No Strikes and Lockouts	3
4.	Rights of Management	4
5.	Association Rights	5
6.	Pay Rates	8
7.	Callback	10
8.	Overtime	10
9.	Holidays	12
10.	Annual Leave	13
11.	Sick Leave	14
12.	Group Health Insurance	20
13.	Group Life Insurance	25
14.	Association Dues and Payroll Deduction Privileges	25
15.	Employee Grievance Procedures	26
16.	Bill of Rights	28
17.	Payment upon Death of Employee	28
18.	Departmental Training Courses	28

19.	Shift Differential	29
20.	Safety	30
21.	Disciplinary Actions	30
22.	Duty to Defend	32
23.	Retirement Contributions	32
24.	Uniform Allowance	33
25.	Additional Pay	34
26.	Layoff Policy and Procedure	37
27.	Court Time	41
28.	Jury Duty	41
29.	Military Leave	42
30.	Savings Clause	42
31.	Absence of the DAS Chief	42
32.	Work Day	42
33.	Adoption and Duration of Agreement	43

Article 1. PREAMBLE

This collective bargaining agreement (hereinafter referred to as the “Agreement”) is entered into between Carson City, Nevada (hereinafter referred to as the “City”) and the Fraternal Order of Police, Las Vegas Lodge #1 (hereinafter referred to as the “Association”) on behalf of the Carson City Alternative Sentencing Officers (hereinafter referred to individually as “Employee” and collectively as “Employees”). Employees work for the City’s Department of Alternative Sentencing (hereinafter referred to as the “DAS”).

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto and to provide an orderly and peaceful means of resolving any misunderstanding or differences which may arise.

All Employees shall: (1) perform loyal and efficient work and services; (2) use their influence and best efforts to protect the properties of the City and its service to the public; and (3) cooperate in promoting and advancing the welfare of the City and in preserving the continuity of its service to the public at all times.

The full Agreement between the parties is set forth herein with the exception of certain matters covered by applicable state or federal law and regulations thereof.

Article 2. RECOGNITION

The Association is recognized as the sole and exclusive bargaining representative for Employees. The provisions of Article 21, Disciplinary Actions, and Article 26, Layoff Policy and Procedure, of this Agreement do not apply to a probationary Employee.

Article 3. NO STRIKES AND LOCKOUTS

(A) The Association shall not promote, sponsor or engage in, against the City, any strike, slowdown, interruption of operation, stoppage of work, absences from work upon any pretext or excuse not founded in fact, or any other intentional interruption of the City, regardless of the reason for so doing, and shall also use reasonable efforts to induce all Employees covered by this Agreement to comply with this pledge.

(B) The City shall not lock out any Employees as the result of a labor dispute with the Association.

Article 4. RIGHTS OF MANAGEMENT

(A) In accordance with NRS Chapter 288, which governs relations between governments and public employees in Nevada, and pursuant to NRS 288.150(3), the City as a local government employer, including the City's Chief of the Department of Alternative Sentencing (hereinafter referred to as the "DAS Chief"), is entitled without negotiation or reference to any agreement resulting from negotiation:

- (1) The right to hire, direct, assign or transfer an Employee, but excluding the right to assign or transfer an Employee as a form of discipline.
- (2) The right to reduce in force or lay off any Employee because of lack of work or lack of funds, subject to the statutory provisions set forth in NRS Chapter 288, which establish lawful procedures for a reduction in work force.
- (3) The right to determine:
 - (a) Appropriate staffing levels and work performance standards, except for safety considerations.
 - (b) The content of the workday, including without limitation, workload factors, except for safety considerations.
 - (c) The quality and quantity of services to be offered to the public.
 - (d) The means and methods of offering those services.
- (4) Safety of the public.

(B) The DAS Chief establishes work performance standards, except for Employee safety considerations, and the content of the work performance standards are reserved to the DAS Chief and not subject to the grievance provisions of this Agreement.

Article 5. ASSOCIATION RIGHTS

(A) Employees have the right to form, organize, join and administer an employee organization and to designate their representatives for purposes of collective bargaining. The City shall not restrain, coerce, discriminate against or otherwise interfere with an Employee in the exercise of these rights.

(B) The Association may request information which is in the exclusive control of the City concerning any subject matter included in the scope of mandatory bargaining which the Association deems necessary for and relevant to collective bargaining, or necessary for the administration or application of this Agreement. The City shall furnish the information requested without unreasonable delay.

(C) At least annually, the Association shall designate no more than two (2) Employee representatives of the Association. This designation must be in writing and must be transmitted to the DAS Chief and the City's Human Resources Director no later than July 31st of each year and within 30 calendar days of a change in one of the representatives by the Association. Designated Employee representatives of the Association may conduct Association business on City property if such work occurs outside the Employee representative's regular working hours, except when the Employee representative is authorized to perform representational duties during his or her regular working hours as provided for in sections I, J, K and L of this Article. The City may also grant special permission to conduct certain Association business during working hours if such activity does not interfere with or disrupt normal business of the DAS. The Association may use City buildings for its meetings if such use does not interfere with or disrupt the City's operations. The Association must contact the appropriate department director or elected official who has control or authority over the building which the Association seeks to use for an Association meeting and request the use of the building's facilities not less than 48 hours in advance of the meeting. Unless the facility is unavailable, the department director or elected official shall not unreasonably withhold the consent to the use of a City building or facility to conduct an Association meeting.

(D) Designated Employee representatives may make and receive telephone calls and electronic mail (e-mail) messages concerning Association business during City business hours only if such activity does not interfere with or disrupt the normal business of the DAS. Association business or communications may not, under any circumstance, be conducted over the DAS' radio, dispatch, or mobile communication systems.

(E) The City shall not interfere with, or discriminate with respect to any term or condition of employment against, any Employee because of his or her membership in the Association or his or her participation in any legitimate activity pursuant to this Agreement. The City shall not encourage membership in any other employee bargaining organization.

(F) The Association recognizes its responsibilities as the exclusive negotiating agent for and agrees to represent all Employees in the Association without discrimination, interference, restraint, or coercion.

(G) The provisions of this Agreement must be applied equally to all Employees in the collective bargaining unit without discrimination and in conformity with all applicable federal, state and local laws and regulations.

(H) Except as otherwise provided by federal, state or local law or regulation, whenever an Employee is on duty, he or she must not engage in or be coerced to engage in any prohibited political activity.

(I) Up to two (2) Employee representatives of the Association who are designated by the Association as members of the Association's negotiating team may attend negotiation meetings with the City on duty time with pay if the negotiation meeting occurs during the Employee representatives' regular work hours.

(J) Up to two (2) Employee representatives of the Association may attend disciplinary meetings of an Employee who is facing possible discipline by the City, including the DAS, if the Employee is not otherwise represented. It is the responsibility of the Employee to arrange for such

representation. The Employee representatives and the Employee who is facing possible discipline may attend such meetings while on duty time if the meeting occurs during the Employee representatives' and the Employee's regular work hours.

(K) Up to two (2) Employee representatives of the Association may attend grievance meetings with the City, including the DAS, concerning an Employee who has submitted a grievance pursuant to this Agreement (hereinafter referred to as "Employee Grievant"). It is the responsibility of the Employee Grievant to arrange for such representation. The Employee representatives and the Employee Grievant may attend such meetings on duty time if the meeting occurs during the Employee representatives' and the Employee Grievant's regular work hours.

(L) Employees who are Employee representatives of the Association are entitled to collectively use up to 250 hours of paid administrative leave for Association business during any calendar year. In addition, each Employee member of the Association may donate up to ten (10) hours of annual leave per year to a pool that may be used, hour for hour, for Association business by Employees who are Employee representatives of the Association. The use of any leave pursuant to this provision must be in accordance with NRS 288.225 and in a manner which does not disrupt normal business operations of the DAS, as determined by the DAS Chief or his or her designee. Such leave cannot be unreasonably denied.

(M) The Association may post notices of its activities and matters of business related to the Association only on a bulletin board specifically designated for these purposes and provided by the City. The Association may use the City's interoffice mail delivery system and/or the City's e-mail system to communicate business matters of the Association or information of the Association, provided such activity does not interfere with or disrupt the DAS' operations. The Association shall comply with all provisions of the City's written e-mail policy when using the City's e-mail system.

Article 6. PAY RATES

(A) PAY RATES:

The pay range for a DAS Officer is \$55,539.29 to \$78,101.81. Effective July 1, 2023 and on July 1 of each year thereafter through and including July 1, 2026, all Employees will receive a 2.0% cost-of-living increase and the bottom and top of the pay range will be adjusted upwards by 2.0%

(B) MERIT INCREASE

An Employee who has not reached the top of the pay range is eligible for a merit increase on July 1 of each year and every year, except that an Employee must have been employed by the DAS for not less than one (1) entire fiscal year before reaching eligibility. If an Employee has not reached eligibility by July 1 of his or her first year of employment, the Employee is not eligible until July 1 of the next fiscal year. Beginning on July 1, 2022, and upon each successive annual performance evaluation, on the recommendation of the DAS Chief, an eligible Employee who receives a performance evaluation of “Meets Expectations” or better will receive an annual merit increase of 3%. An employee who receives a rating of “below expectations” will not receive an annual merit increase for that evaluation period. The performance evaluation must be filed with the Human Resources Department by the date established by the Department in order to process the merit increase, if any, by July 1. A copy of the annual written performance evaluation will be placed in the Employee’s personnel file in the City’s Human Resources Department. The performance evaluation may be used when considering any employment action.

(C) MERIT INCREASES NOT GRANTED

An Employee who disagrees with the substance of a performance evaluation that is prepared in accordance with this Article may request a meeting with the DAS Chief to communicate his or her disagreement and request a review and modification of the performance evaluation. The decision to amend, modify or alter in any way an Employee performance evaluation is at the sole discretion of the DAS Chief as a managerial right. A meeting that is requested under this provision must be held as soon as reasonably practicable.

(D) NEW HIRE PROBATION

A new Employee is on probation for a period of twelve (12) months from the date of hire, during which time the DAS Chief has the right to dismiss or retain the Employee. After completion of the probationary period, the Employee will be deemed a non-probationary Employee and his or her seniority will date back to the date of hire as a new Employee in the bargaining unit. An Employee's participation in the Peace Officers Standards and Training (hereinafter referred to as "P.O.S.T.") Academy will not be counted towards completion of the probationary period. All new hire probationary Employees are entitled to accrue all benefits of this Agreement unless otherwise specified in Article 2. A probationary Employee is eligible to use accrued leave benefits after six (6) months of employment, except as otherwise provided by this Agreement. A new hire Employee is not entitled to a merit increase until after completing probation and reaching the beginning of the new fiscal year.

(E) REHIRE & LATERAL HIRE

Whenever a former DAS Officer is rehired as an Employee within a three-year (3) period, his or her pay rate will be established at the discretion of the appointing authority, but at a rate not less than the Employee's base rate of pay at the time of separation. If a new Employee is hired as a lateral with prior law enforcement experience, including a former DAS Officer rehired after a three-year (3) absence, the Employee's base rate of pay will be established within the entrance rate for the position, unless the DAS Chief, in his or her discretion, seeks and receives approval from the Carson City Internal Finance Committee to establish the base rate of pay above the entrance rate consistent with the Employee's education, training and experience. An Employee's entrance rate is defined by City policy.

(F) POSITION RECLASSIFICATION

If a position is reclassified to a lower class through no fault of the incumbent Employee, the incumbent Employee must continue to be paid at his or her last rate of pay until such time as the salary at which the Employee was retained comes within the range of pay for the class due to adjustments in the compensation or classification plan. This retained rate may be applied only under the following conditions:

- (1) The Employee obtained a performance rating of “Meets Expectations” or above on his or her performance evaluation for the preceding year.
- (2) The Employee was in the higher class six (6) months preceding the reclassification.
- (3) The reclassification is a result of a legitimate reason over which the Employee has no control.

Article 7. CALLBACK

(A) Whenever an Employee is called back to work by his or her supervisor with less than 12 hours’ notice following the completion of his or her regularly scheduled shift, he or she shall be paid at the rate of time and one-half for all hours worked, with a two-(2) hour minimum. This time is reported in accordance with the Nevada Public Employee’s Retirement System (hereinafter referred to as “PERS”) regulations on callback.

(B) When an employee is called at home and the Employee performs the required tasks at home or by telephone, that Employee will receive call-back pay or overtime pay, depending upon the PERS regulations, for a minimum of one half hour (0.5) or actual hours worked, whichever is greater, at the rate of one and one half (1.5) times the Employee’s base hourly rate of pay. If the Employee receives more than one phone call within the same thirty (30) minutes, the Employee must be compensated for each phone call separately as set forth above, even if the calls occurred during the same thirty (30) minute time period.

(C) Any Employee who is eligible to receive call-back pay or overtime pay may elect to convert his or her call-back pay or overtime pay to compensatory time at the rate of one and one half (1.5) times the Employee’s base hourly rate for each hour of call-back or overtime.

Article 8. OVERTIME

(A) **OVERTIME DEFINED:** “Overtime” is defined for purposes of this Agreement as any hour worked in excess of the regularly scheduled workday or 40 hours in any seven (7) day pay period. Any overtime must be approved by the Employee’s supervisor. The “seven (7) day pay period” is defined for purposes of this Agreement as the period of time commencing on Friday,

12:00 A.M. and ending on Thursday, 11:59 P.M. The following paid time off will be considered time worked for overtime purposes: holidays, annual leave, sick leave and compensatory time off. Overtime will not accrue for any travel time between the Employee's residence and the DAS office.

(B) OVERTIME COMPENSATION RATE: Overtime will be compensated at the rate of time and one-half of the base rate for the Employee.

(C) OVERTIME PAID IN CASH OR COMPENSATORY TIME OFF: Overtime earned may be paid in cash or converted into compensatory time off under the following conditions:

- (1)** Overtime earned during a workweek may be converted as compensatory time at the rate of time and one-half at the election of the Employee.
- (2)** Following a work week for which an Employee received cash payment for overtime, he or she may not be directed to reduce work hours in order to maintain a constant level of earnings over the pay period in which the overtime was performed.
- (3)** An Employee may elect to receive payment for all compensatory time earned as accrued on July 1 and December 1 of each year up to a maximum of 120 hours in any one fiscal year; except that an elected payment must not exceed more than 80 hours in any one pay period. To elect a payment, an Employee must submit to Management, only during the months of June and November of each fiscal year, a request in writing for payment of a specific number of accrued compensatory hours.

(D) TRAVEL TIME: Travel time will be compensated at the normal overtime rate when the time in transit exceeds regular working hours but is between work locations, and not between an Employee's residence and the DAS office.

Article 9. HOLIDAYS

(A) The following are paid holidays for all employees of the City:

New Year's Day

Martin Luther King Day

Presidents Day

Memorial Day

Independence Day

Labor Day

Nevada Day

Veterans Day

Thanksgiving Day

Family Day

Christmas Day

or any other day that may be appointed by the President of the United States, the Governor of Nevada or the City Board of Supervisors for public fast, thanksgiving, or holiday. When a designated holiday falls on Saturday or Sunday, the Friday before or the Monday after, respectively, will be granted as a holiday. For non-standard workweek Employees who normally work Saturday or Sunday, if the designated holiday falls on Saturday or Sunday, that day must be considered a holiday for purposes of holiday pay pursuant to section (C). The non-standard workweek Employee will not accrue additional holiday time for a Friday or Monday that is observed as the holiday for standard workweek Employees.

(B) If a holiday falls during an Employee's leave it will not be charged as leave.

(C) **HOLIDAY PAY:** Except as otherwise deemed necessary by the DAS Chief, an Employee will not be required to work on holidays unless he or she is assigned to on-call status. Pay for holidays will be as follows:

An Employee will be paid twice his or her base rate of pay for the actual number of hours worked that coincide with the designated City holiday. Holiday work may be granted in cash or in compensatory time off to be taken off with supervisory approval. An Employee who is not scheduled to work on a designated City holiday will receive compensatory time equal to and in the same manner as a regularly scheduled shift. An Employee who is required to work a holiday on his or her regularly scheduled day off will be compensated at two and one-half (2.5) times his or her base rate of pay for all hours worked on that holiday.

Article 10. ANNUAL LEAVE

(A) SCHEDULE:

An Employee may earn but is not entitled to take annual leave until he or she has completed six (6) months of service with the City. An Employee will be granted annual leave benefits as follows:

<u>Time in Service</u>	<u>Accrual Rate</u>
from 0-12 months	6 hours per month
from 12- 24 months	8 hours per month
from 24- 60 months	10 hours per month
60 months or more	14 hours per month
Maximum accumulated	300 hours

This schedule is based on continuous employment with Carson City.

(B) ACCRUED ANNUAL LEAVE IN EXCESS OF THIRTY DAYS: Except as provided below, any annual leave in excess of three hundred (300) hours accrued in the manner provided for must be used prior to January 1st of the year following the year in which the annual leave in excess of three hundred (300) hours is accumulated or the amount of annual leave in excess of three hundred (300) will be forfeited.

(C) **TIME ANNUAL LEAVE TAKEN:** All annual leave must be taken at a time that is mutually agreeable to the Employee and his or her supervisor. The selection of annual leave schedules will be made on a seniority basis.

Article 11. SICK LEAVE

(A) **ACCRUED SICK LEAVE:** Each Employee is entitled to ten (10) hours of sick leave with pay for each month or major fraction thereof of actual service without limitation for use purposes, but with a maximum of 1080 hours for purposes of compensation upon termination due to death or retirement from service of those Employees having 10 years or more of service with Carson City and in PERS.

(B) **COMPENSATION FOR UNUSED SICK LEAVE:**

(1) Any Employee who, upon death or retirement, has a minimum of 400 hours of accrued sick leave and a minimum number of years of service in the City as indicated below will be compensated for all unused sick leave hours up to 1080 at the following rates:

Service Years	Maximum %
10-14	33 1/3%
15-19	50%
20-24	75%
25 plus	100%

(2) In addition to the compensation for unused sick leave described in section (B) of this Article, an Employee who is eligible for purchase of service credits under PERS and any applicable law may, at his or her option, convert unused sick leave into service credit under PERS at the rate of one (1) hour of service credit for one (1) hour of sick leave, subject to the following conditions and limitations:

(a) Employees must maintain a balance of at least 400 hours of unused sick leave to be eligible to convert sick leave into retirement service credit.

Accrued, unused sick leave in excess of 400 hours may be converted into retirement service credit.

(b) An Employee's conversion of unused accrued sick leave into retirement service credits must be in increments of at least eight (8) hours, subject to a maximum annual limit of 280 hours.

(c) Employees desiring to convert unused accrued sick leave into retirement service credits shall submit a written request, on a form approved by the City, to the DAS Chief and City Manager on or before December 1 of each year. If the Employee meets all the conditions set forth in this section, the City must deduct the designated amount of sick leave from the Employee's account and proceed to purchase retirement service credits from PERS in an amount equal to the number of hours elected to be converted by the Employee.

(d) Upon retirement under PERS while employed by the City, an Employee may elect in writing to convert his or her unused accrued sick leave into retirement service credits up to a maximum of 680 hours.

(C) FAMILY/MEDICAL LEAVE: An Employee may be eligible for Family/Medical Leave Act (hereinafter referred to as "FMLA") leave subject to the provisions of City policy and Federal law to a maximum of twelve (12) weeks or four-hundred and eighty (480) hours in any twelve (12) month period. Employees may use accrued sick leave prior to requesting to be placed on FMLA leave. Use of accrued sick leave due to a qualifying FMLA event as evidenced by supporting medical documentation from a physician shall not penalize an Employee.

(D) The City Human Resources Department will administer this leave and any leave granted is subject to requested and submitted medical documentation. All medical documentation will be maintained in strictest confidence by the City Human Resources Department.

(E) Medical documentation may be requested by the City Human Resources Department following any Employee's absence of more than three (3) consecutive days.

(F) In accordance with City policy, no sick time may be used when an Employee is not sick.

(G) Workers' Compensation: Absence due to injury incurred in the course of employment for which a worker's compensation claim has been filed and accepted by the City's claims administrator must not be charged against an Employee's sick leave for a period not to exceed ninety (90) calendar days from the date of injury and during the time the claim is open for benefits under NRS Chapters 616A, 616B, 616C, 616D or 617, as may be amended. During this time, the DAS shall provide full salary to the Employee upon the condition that the Employee must endorse and deliver to the DAS Chief any benefits received pursuant to NRS Chapters 616A, 616B, 616C, 616D or 617, as may be amended.

(1) If an Employee is released to light duty by his or her treating physician, the Employee agrees to return to work immediately and be placed on a light duty assignment.

(2) If an Employee is unable to return to full duty upon the expiration of ninety (90) calendar days, accrued compensatory leave will be used to supplement benefits in order to receive full salary. Such accrued compensatory leave must be charged only to the extent not reimbursed pursuant to NRS Chapters 616A, 616B, 616C, 616D or 617, as may be amended.

(3) When accrued compensatory leave has been exhausted and the Employee is still unable to return to work, accrued sick leave will be used to supplement benefits in order to receive full salary. Such accrued sick leave must be charged only to the extent not reimbursed pursuant to NRS Chapters 616A, 616B, 616C, 616D or 617, as may be amended.

(4) When accrued sick leave has been exhausted and the Employee is still unable to return to work, accrued annual leave will be used to supplement benefits in order to receive full salary. Such accrued annual leave must be charged only to the extent not reimbursed pursuant to NRS Chapters 616A, 616B, 616C, 616D or 617, as may be amended.

(5) When accrued annual leave has been exhausted, the Employee will not receive additional compensation from the DAS.

(6) If an Employee is leaving the City's employment because the work related injury has resolved in a permanent restriction which does not allow the Employee to

return to the job classification held at the time of the injury, he or she will receive a lump sum payment of any accrued compensatory time, sick leave or annual leave that he or she may be eligible to receive pursuant to the pay-out provisions of this Agreement, up to and including the date it is determined that permanent light duty is not available with the City. Employment with the City will be terminated at that time.

(7) Employee benefits, sick leave and annual leave will continue to accrue as long as the Employee is eligible for fully salary as provided above.

(H) PHYSICAL AGILITY INCENTIVE: Any Employee who passes the P.O.S.T. physical agility certification in the month of May will be entitled to a cash bonus of one thousand dollars (\$1,000.00).

The City shall conduct the P.O.S.T. physical agility test during regular business hours in the month of May each year. The date and time of the test must be posted on the DAS bulletin and briefing boards and the Association bulletin board not less than thirty (30) days in advance. An Employee is entitled to release time to complete the test and any needed uniform change or grooming after the test using the DAS provided locker rooms. The test should be conducted at times to allow the maximum number of Employees to take the test with minimal schedule disruption (i.e., end of day shift, before swing shift, or end of graveyard, before day shift, or both).

(I) CATASTROPHIC LEAVE:

(1) An Employee is eligible for catastrophic leave if he or she is unable to perform the duties of his or her position because of a serious, non-industrial, non-work-related illness or accident which is life threatening or which will require a lengthy convalescence.

(a) “Lengthy Convalescence” means a period of disability which an attending physician determines will exceed ten (10) weeks.

(b) “Life Threatening” means a condition which is diagnosed by a physician as creating a substantial risk of death.

(2) Establishing the catastrophic leave account:

(a) The City Manager may establish an account for catastrophic leave for Employees and all City employees.

(b) An Employee may request, in writing, that a specified number of hours of his or her accrued sick leave be transferred from his or her account to the catastrophic leave account.

(c) An Employee may not transfer to the catastrophic leave account any hours of sick leave if the balance in his or her account after the transfer is less than 240 hours. Sick Leave will be transferred at the rate of one (1) hour for one (1) hour credit donated.

(d) The maximum number of hours which may be transferred in any one calendar year is 100. The minimum number of hours which may be transferred in any calendar year is 24 hours. Leave will be placed in a pool. However, an Employee may transfer hours as a donation to the catastrophic leave account for use by a particular Employee or City employee who is eligible to receive the donated hours.

(e) Any hours of sick leave which are transferred from any Employee's account to the catastrophic leave account may not be returned or restored to that Employee. This paragraph does not prohibit an Employee from receiving leave pursuant to this Article.

(3) Request for catastrophic leave:

(a) An Employee who suffers a catastrophe as described in Section I may request, in writing, that a specified number of hours of leave be transferred from the catastrophic leave account to his or her account. The maximum number of hours that may be transferred to an Employee pursuant to this subsection is 320 per catastrophe. Catastrophic leave may not be used when the subject of the catastrophe is a member of the Employee's immediate family. Catastrophic leave is limited to catastrophes which befall the Employee.

(b) A request for catastrophic leave must include:

- (1)** The Employee's name, title and classification; and
- (2)** A description of the catastrophe and the expected duration of that catastrophe.

(c) An Employee may not receive any leave from the catastrophic leave

account until he or she has used all of his or her accrued annual, sick and other paid leave.

(d) An Employee who receives leave from the account for catastrophic leave is entitled to payment for that leave at a rate no greater than his or her own rate of pay.

(4) Approval of transferring the catastrophic leave:

(a) The City Manager or his or her designee may approve the transfer of a specified number of hours of leave from the catastrophic leave account to the account of any Employee or City employee who is eligible to receive such leave.

(b) The decision of the City Manager or his or her designee concerning the approval of leave pursuant to this Article is final and is not subject to the grievance procedure, judicial review or review by the City Board of Supervisors.

(5) Review of status of catastrophe; termination of leave; disposition of hours not used:

(a) The City Manager or his or her designee shall review the status of the catastrophe of an Employee and determine when the catastrophe no longer exists. This determination is final and not subject to the grievance procedure, judicial review or review by the City Board of Supervisors.

(b) The City Manager or his or her designee shall not grant any hours of leave from the catastrophic leave account after:

(1) The catastrophe ceases to exist; or

(2) The Employee who is receiving the leave resigns or his or her employment with the City is terminated.

(c) Any leave which is received from the catastrophic leave account which was not used at the time the catastrophe ceases to exist or upon the resignation or termination of the employment of the Employee must be returned to the catastrophic leave account.

(6) Maintenance of records on catastrophic leave.

The City Human Resources Department shall maintain the records and

report to the City Manager any information concerning the use of a catastrophic leave account to evaluate the effectiveness, feasibility and the cost to carry out the provisions of this Article.

(7) Substantiation of Catastrophic Condition:

The City Manager or his or her designee may require written substantiation of the catastrophic condition which is life threatening or which will result in a lengthy illness by a physician of his or her choosing.

The cost of such written substantiation must be borne by the Employee.

(J) BEREAVEMENT LEAVE:

(1) Ten (10) days of full salary will be allowed an Employee for each death of a member of the immediate family as defined below. Such leave shall be charged to the employee's earned sick leave.

(2) Immediate family means a person related to the Employee within the first or second degree of consanguinity or affinity as outlined on the chart in section 281A.310 of the Nevada Administrative Code, as may be amended.

Article 12. GROUP HEALTH INSURANCE

(A) All Employees, except those on temporary status and those excluded from enrollment by the terms and conditions of the insurance contract, may enroll in the City's group health insurance plan, and will be covered after a waiting period in accordance with City policy.

(B) EMPLOYER-EMPLOYEE SHARE OF PREMIUM

(1) DAS shall pay one-hundred (100) percent of the Employee's premium for a group health insurance plan and sixty-five (65) percent of the Dependent's premium for a group health insurance plan for the cost of the plan selected by the Employee except that the City will only pay 50% of dependent coverage if the Employee elects coverage under the high deductible plan. If the City only offers a high deductible plan to its employees, then the Employees covered under this Agreement will receive a subsidy of 65% toward the covered dependent's group

health insurance premiums under that plan.

(2) An Employee will have the option of converting the health insurance coverage at the time of his or her separation from employment with the DAS by commencing to pay 100% of the total premium. The City will pay 90% of the retired Employee's group health, dental, vision and life insurance medical coverage premiums plus 50% of his or her spouse's and eligible dependents' health, dental, vision and life insurance premium except as otherwise provided below. The City agrees to cover eligible retired Employees and their dependents, as the term "dependents" is defined in the City's group health insurance plan in existence on the date of retirement, under the City's group health insurance plan offered to active City employees, as modified from time-to-time.

(a) In order to be eligible for the benefits provided in this section, the Employee must have: (1) a minimum of 20 years of full time service with the City; and (2) actually retired under the PERS retirement qualifications in existence on the date of the retirement.

(b) The City shall pay premiums at the percentages set forth above in this section for:

(1) A retired Employee from the effective date of PERS retirement until death: After the retired Employee reaches the eligibility age for federal benefits under Medicare or age 65, whichever occurs first, the health insurance coverage premium paid by the City on behalf of the retired Employee will be reduced to either: (1) 50% of the "single employee with Medicare premium;" or (2) the payment to which the retired Employee would otherwise be entitled under the then existing City policy or regulation providing for insurance payments for retired City employees if the retired Employee had been eligible for insurance contribution under that policy or regulation. At the retired Employee's sole discretion, the retired Employee shall elect between these two options at the time of Medicare eligibility. Under either option, such coverage under the City's group insurance plan is secondary to Medicare coverage. In

the event Medicare age has been increased beyond age 65, the 50% payment described in this subsection will apply to the “Employee without Medicare” premium. In the event the City eliminates its policy or regulation for subsidizing payment of a retired Employee’s health insurance, any retired Employee who elected option (2) as described in this subsection will automatically revert to receiving the benefit in option (1) as described in this subsection. In order to receive payment under either option (1) or (2) as described in this subsection, the retired Employee must comply with any requirements pertaining to Medicare that are imposed by the City’s insurance carrier as a precondition to being eligible to qualify as a retired Employee covered by the insurance plan, as may be modified from time-to-time or as required by law.

(2) The spouse of a retired Employee (current at time of the Employee’s separation from the City) until death or divorce: After the spouse reaches the eligibility age for federal benefits under Medicare or age 65, whichever occurs first, the health insurance coverage premium paid by the City on behalf of the spouse will be reduced to 25% of the “single dependent with Medicare” premium. After reaching the eligibility age for federal benefits under Medicare, such coverage under the City’s group insurance plan is secondary to Medicare coverage. In order to receive payment once the spouse has reached the eligibility age for federal benefits under Medicare, the spouse must comply with any requirements pertaining to Medicare that are imposed by the City’s insurance carrier as a precondition to being eligible to qualify as a spouse covered by the insurance plan, as may be modified from time-to-time or as required by law. In the event a retired Employee remarries after separation from the City, his or her spouse will not be included in the health insurance premium subsidy.

(3) Dependents of the retired Employee (current at time of the Employee's separation from the City), as the term is defined by the provisions of the City's group health insurance plan in effect at the time of the Employee's separation from employment: After the dependent reaches the eligibility age or is otherwise eligible for federal benefits under Medicare, or age 65, whichever occurs first, the health insurance coverage premium paid by the City on behalf of the dependent will be reduced to 25% of the "single dependent with Medicare" premium. After reaching the eligibility age for, or if otherwise eligible for federal benefits under Medicare, such coverage under the City's group health insurance plan is secondary to Medicare coverage. In order to receive payment once the dependent has reached the eligibility age for or is otherwise eligible for federal benefits under Medicare, the dependent must comply with any requirements pertaining to Medicare that are imposed by the City's insurance carrier as a precondition to being eligible to qualify as a dependent covered by the insurance plan, as may be modified from time-to-time or as required by law.

(4) In the event of the death of the retired Employee, the spouse of the Employee will continue to receive the subsidy benefit until the spouse's death or remarriage, subject to the requirements in subparagraph 2 of paragraph (b) of section (2) above. Dependents, as that term is defined in subparagraph 3 of paragraph (b) of section (2) above, will continue to receive benefits in the event of death of the retired Employee as long as they meet the definition of dependents in the City's group health insurance plan in effect at the time of the Employee's retirement.

(5) In the event of a catastrophic injury or medical illness which forces an Employee who has not reached 20 years of full-time

service with the City to retire from service of the DAS under NRS Chapters 616A, 616B, 616C, 616D or 617, as may be amended, or as a PERS disability retirement, this benefit will be prorated for the Employee at 5% per year of service after the Employee has worked for the City for 10 years, up to a maximum of 90% and subject to the provisions of subparagraph 1 of paragraph (b) of subsection (1) above concerning the Employee reaching the eligibility age for or being otherwise eligible for federal benefits under Medicare, or age 65, whichever occurs first. Ten (10) years starts at 50%. The benefit under this subparagraph 5 does not apply to spouses or dependents of an Employee and does not trigger any spousal or dependent benefits under this Article.

(c) If the benefits provided to a retired Employee, his or her spouse or dependents under subsection (2) of section (B) are modified (reduced or eliminated) in the future by mutual agreement of the City and the Association, including binding fact-finding or interest arbitration pursuant to NRS Chapter 288, such modification will not apply to any retired Employee or his or her spouse or dependents then receiving the benefits, and the retired Employee or his or her spouse or dependents will continue to receive the benefit on the basis specified by this Agreement in effect as of the date of the Employee's retirement.

(C) The provisions of this Article are made in exchange for a permanent 2% reduction in the cost of living increase that was due July 1, 2013 in the Employees' biweekly base salary and is therefore in effect on this same date. If the retirement benefits provided for in this Article are eliminated, the 2% permanent reduction in the Employees' biweekly base salary will be restored on the effective date of elimination of these benefits and will include compounded interest (based on prime rate) accrued from July 1, 2013 to and including the date of the benefits elimination.

(D) Nothing contained in paragraph (2) of subsection (B) is intended to revoke, repeal, replace or otherwise modify the rights created in section (C).

(E) An Employee on leave without pay may continue the group health insurance coverage for a maximum period of one (1) year by making application to the City Human Resources Department and enclosing a certified check payable to the City.

(F) The City agrees that any changes in medical insurance benefits will be made in accordance with Nevada law.

(G) Employees and their dependents (husbands, wives and children) will not be billed for any ambulance fees charged by the City Fire Department which are not covered by insurance.

Article 13. GROUP LIFE INSURANCE

The City shall pay one hundred percent (100%) of the premium for a fifty thousand dollar (\$50,000) policy or policies of that value in the aggregate of Group Term Life Insurance for each Employee.

Article 14. ASSOCIATION DUES AND PAYROLL DEDUCTION PRIVILEGES

(A) An Employee may authorize payroll deductions for the purpose of paying the Association dues. Upon the execution of the proper personnel payroll document filed with the City Finance Department, and coinciding with the commencement of a payroll period, the City agrees to deduct from the wages of the Employee on a biweekly basis such sums as the Employee may specify for Association dues and any other appropriate deductions that are eligible for payroll deduction.

(B) The Association shall indemnify, defend and hold harmless the City against any claims made and against any suits instituted against the City on account of any action taken or not taken by the City in good faith under the provisions of this Article. The Association agrees to

refund to the City any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

(C) An Employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the deducted Association dues. When a member in good standing of the Association is in non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. If an Employee is in non-pay status during only part of the pay period and his or her wages are not sufficient to cover the full withholding, no deductions will be made. All other legal and required deductions have priority over Association dues.

Article 15. EMPLOYEE GRIEVANCE PROCEDURES

(A) Any dispute, claim, or grievance arising out of or relating to the working conditions or the interpretation or the application of this Agreement must be settled in the following manner:

(B) An Employee Grievant who alleges a violation of any provision of this Agreement shall submit a written grievance to the City Human Resources Director not later than fifteen (15) working days from the date of the alleged violation. As used in this Article, "working day" means Monday through Friday, excluding state and federal holidays. Not later than five (5) days after receipt of the written grievance, the City Human Resources Director shall direct the parties to proceed to non-binding mediation. Such mediation must be held as soon as reasonably practicable after issuance of the written notice provided by the City Human Resources Director unless mutually agreed upon by the City and the Association. If the parties are unable to agree on a person to act as a neutral mediator, a request for a mediator must be made to the Federal Mediation and Conciliation Services by either party. Any costs of mediation must be split equally between the Association and the City. If the parties are unable to resolve the issue through mediation, the Employee Grievant may, not later than ten (10) working days after the date of mediation, submit the grievance to arbitration for resolution.

(C) If a grievance is not resolved through mediation, the grievance may be submitted to arbitration by notifying the other party in writing not later than ten (10) working days of the nonresolution. If a grievance is not submitted to arbitration after mediation, it shall be deemed

denied or settled on the basis of the last administrative decision. The party requesting arbitration shall notify the other party within the ten (10) working day period. If the parties are unable to agree upon an arbitrator, the party initiating the arbitration must request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service or the American Arbitration Association. Failure to make a written request for a list within thirty (30) working days after notice to the other party will constitute a waiver of arbitration and a denial or settlement of the grievance on the basis of the last administrative decision. An Arbitrator must be selected in the matter provided by NRS 288.200.

(D) An Arbitrator who is selected pursuant to section (C) shall convene a hearing as soon as reasonably practicable at the mutual convenience of the Arbitrator and the parties. Any expenses for witnesses or legal counsel for either party must be paid by the party producing such witnesses or retaining such counsel. A stenographic record must be taken of each hearing, unless otherwise agreed. The costs of the record, the arbitrator's fees and expenses must be assessed by the Arbitrator on either or both parties at his or her discretion.

(E) An Arbitrator who is selected pursuant to section (C) does not have the authority to amend or delete any of the terms of this Agreement or any of the City's or the DAS' rules, regulations and policies. A decision of the Arbitrator must be based solely on the evidence and arguments presented by the parties at the arbitration hearings, and the decision of the Arbitrator will be final and binding except as otherwise provided by law.

(F) Any time limits described in this Article are intended to expedite the grievance procedure. The failure of an aggrieved Employee to comply with this Article within the established time limits constitutes a waiver of the grievance. Any time limits may be extended by mutual written agreement of the parties and which may not be unreasonably withheld by any party.

(G) Unless a grievance is submitted by the Association itself, the City Human Resources Director must notify the Association that the grievance was filed. The Association has the right to intervene in any Employee grievance. If the Association has not demanded arbitration, it is not responsible for any fees or expenses as described in section (D). If an Employee demands arbitration, an Arbitrator may require the payment of one-half of the estimated cost of the

arbitration in advance of any hearing. If the payment is not made, the grievance shall be deemed denied or settled on the basis of the last administrative decision.

Article 16. BILL OF RIGHTS

This Agreement hereby adopts and incorporates by reference the provisions of NRS Chapter 289, also known as the Peace Officers Bill of Rights, as they may be amended from time to time.

Article 17. PAYMENT UPON DEATH OF EMPLOYEE

If an Employee dies while owed compensation by the City, the City will pay the compensation owed pursuant to the terms of this Agreement.

Article 18. DEPARTMENTAL TRAINING COURSES

(A) Upon approval of the DAS Chief and if budgeted department training funds are available, Employees will be reimbursed for reasonable tuition, books, and consumable educational materials costs for educational training courses that meet the following conditions:

- (1) The training is directly related to the required skill or education for the Employee's current position. No reimbursement can be made for promotional preparation except for those Employees who are pursuing their certification for P.O.S.T. I, P.O.S.T. II or P.O.S.T. III levels.
- (2) The training is in accordance with the DAS training program.
- (3) The costs are borne by the Employee and any support, grant, assistance provided or assumed by another institution, government agency, scholarship or grant-in-aid will be deducted from any reimbursement amount.
- (4) The course is taken from a recognized and accredited school or P.O.S.T. certified program and the Employee presents evidence of successful attendance and completion of the training before reimbursement is considered for approval by the DAS Chief.

(5) The Employee provides written, official documentation of the costs of tuition, books, and consumable education materials actually used as a requirement of the course at the time he or she requests reimbursement.

(6) The decision of the DAS Chief about the relatedness to current job performance is final and not subject to grievance by the Employee under this Agreement.

(7) The decisions of the City Director of Human Resources about the recognition and accreditation of the school or program, and the decisions of the City Director of Finance about the adequacy of the documentation regarding reasonable costs and successful completion, are final and not subject to grievance by the Employee under this Agreement.

(B) Training and courses taken by an Employee under the provisions of this Article must normally be taken on the Employee's personal time. However, the DAS Chief may grant annual leave or administrative leave on a case-by-case basis depending on the DAS Chief's assessment of the contribution that the training will provide to current job performance. The DAS Chief may not grant administrative leave in excess of 40 hours in a fiscal year for any single course under any circumstance.

(C) Training at the direction of the DAS Chief will be at the DAS' expense and time and related travel by the Employee will be governed by the Fair Labor Standards Act and the City's travel policies.

Article 19. SHIFT DIFFERENTIAL

An Employee whose assigned shift requires working between 6 p.m. and 6 a.m. will receive, in addition to the compensation provided in the salary schedule in effect, shift differential in the amount of \$1.50 for each hour actually worked between 6 p.m. and 6 a.m. Periods of paid and unpaid leave or holiday hours not worked are not eligible for shift differential.

Article 20. SAFETY

The City shall make every reasonable effort to provide and maintain a safe place of employment. The Association shall urge all Employees to perform their work in a safe manner. Employees shall be alert to unsafe practices, equipment or conditions and report same to their immediate supervisors.

It is within the sole discretion of an Employee, when performing field duties, to determine whether he or she can perform the duties solo (by himself or herself) or whether it requires the assistance of another Employee. Not less than two Employees must be assigned to the same shift to facilitate assistance of one another. A DAS unit must be comprised of not less than two (2) Employees whenever the unit is required to perform duties outside of the City, when directly interacting with violent offenders or when directly interacting with persons of the opposite sex. If another Employee is unavailable as the result of annual or other leave, the Employee requesting assistance may elect to request assistance from another law enforcement agency.

Article 21. DISCIPLINARY ACTIONS

Per the City's policy, disciplinary action must be administered on a progressive basis for just cause unless circumstances warrant more escalated discipline.

(A) WARNING AND REPRIMAND: Whenever an Employee's performance falls below standard, the supervisor must inform the Employee promptly and specifically in writing of any deficiencies. If appropriate and justified, following a discussion of the matter with the Employee, a reasonable period of time of not less than thirty (30) days will be allowed for improvement or correction before initiating progressive discipline. In situations where oral or written warning has not resulted in a correction of the condition or where more severe initial action is warranted, a written reprimand must be sent to the Employee and a copy placed in the Employee's personnel file that is maintained by the City Human Resource Department.

(B) SUSPENSION: If the written reprimand is not effective, or in those cases where the seriousness of the offense or condition warrants, an Employee may be suspended without pay, for cause, by the DAS Chief, or his or her designee, for a period not to exceed thirty (30) working

days.

(C) INVOLUNTARY DEMOTION AND DISMISSAL: When other forms of disciplinary or corrective action have proved ineffective or when the seriousness of the offense or condition warrants, the appointing authority may demote or dismiss for cause.

(D) NOTICE OF SUSPENSION, INVOLUNTARY DEMOTION OR DISMISSAL: The DAS Chief's decision regarding a suspension of more than ten (10) working days, involuntary demotion or dismissal must be given to the Employee in writing specifying the action to be taken, detailing the grounds upon which the action is based, including specification of standards, rules, regulations or policies violated and date of action taken, which must not be earlier than five (5) working days from the date of delivery of the Specificity of Charges to the Employee.

Receipt shall be deemed to be the date of personal delivery of the notice to the Employee. The DAS Chief may elect to serve notice upon the Employee by mail, in which case the notice must be mailed to the Employee at his or her last known address via registered or certified mail, return receipt requested. Receipt shall be deemed to be the date of delivery as indicated on the return receipt of the registered or certified mail. If the notice is returned to the sender, receipt shall be deemed to be on the third day after the date of mailing the notice.

(E) SPECIFICITY OF CHARGES:

(1) Before any disciplinary action can be taken under section (B) or (C), the Employee to be so disciplined must be provided with a Specificity of Charges that includes a statement of facts describing the conduct for which discipline can be imposed, together with a statement of specific rules, regulations, ordinances, laws or policies violated.

(2) The Specificity of Charges must be signed by the DAS Chief or his or her designee.

(3) The Employee who is subject to the discipline must be given an opportunity to sign the Specificity of Charges. The Employee's signature, however, does not constitute an admission of guilt. The signature is merely acknowledgment of receipt of the Specificity of Charges.

(F) GRIEVANCE REVIEW OF DISCIPLINARY ACTIONS: All disciplinary actions of Employees are subject to review by appeal through the grievance procedures set forth in Article 15.

Letters of hearing or reprimand not appealed through the grievance procedure at time of issue are nevertheless subject to evidence of mitigation or aggravation in any disciplinary action, in which such letters are a basis for, or are offered in support of, all subsequent disciplinary action.

Disciplinary documents will be of no force or effect twelve (12) months after the date of issue and must be removed from personnel files at that time upon request by the Employee, provided that the same or similar conduct which gave rise to the disciplinary action or related misconduct has not reoccurred.

Article 22. DUTY TO DEFEND

The City has a duty to defend any Employee named as a defendant in any action arising out of the scope or performance of employment duties, along with the tender of a defense on behalf of the Employee with adequate notice and participation in all aspects of proceedings, including any compromise and settlement, trial, appeal up to and including final disposition subject to the provisions of NRS. The City shall hold harmless and indemnify any Employee named in any and all claims, judgments, losses and demands as a result of such actions.

Article 23. RETIREMENT CONTRIBUTIONS

(A) All Employees covered by this Agreement will be covered by PERS under benefits granted to Firemen/Policemen, pursuant to NRS Chapter 286.

(B) The City agrees to make health insurance coverage available to all members who retire from the DAS and who are eligible to receive retirement benefits.

(C) Employees shall be retired from employment with the City in accordance with the provisions of this Article and NRS Chapter 286.

(D) If PERS or the Nevada State Legislature takes any single action to increase the total contribution rate for the Police and Firefighter's Retirement Fund in an amount of 1.5% or less,

the City will pay one half of the increase up to .75%, and the Employee's salary will be reduced by one half of the increase up to .75%. However, the City will increase the Employee's salary on the effective date of the reduction in salary in an amount equal to the reduction made to the Employee's salary.

(E) If PERS or the Nevada State Legislature takes any single action to increase the total contribution rate for the Police and Firefighter's Retirement Fund in an amount that exceeds 1.5%, the City will pay one-half of the increase and the Employee's salary will be reduced by one-half of the increase. However, the City will increase the Employee's salary .75% on the effective date of the reduction. Any amount over 1.5% will be split equally between the City and the Employee.

Article 24. UNIFORM ALLOWANCE

(A) The City shall pay each Employee a uniform allowance of \$1,700.00 per year with semi-annual payments included with the first paycheck of June and the first paycheck of December. This uniform allowance shall be deemed to cover the full cost of original purchase, replacement and upkeep of the Employee's uniform during the time of his or her employment with the City. If the DAS Chief alters, modifies or changes in any way the existing uniform requirements, the City will bear the full cost of any such alternations, modifications or changes in the existing uniform requirements.

(B) The City shall purchase uniforms and other gear, required but not issued by the DAS, for each new Employee. An Employee for whom such purchases have been made will not receive the uniform allowance on the first two occasions when such checks are issued after the date of his or her hire.

(C) The City shall purchase body armor and one body armor cover for each Employee once every five (5) years, with such expenditure not to exceed \$1,250.00 per Employee. The cost of the body armor purchased must be paid by the DAS directly to the vendor of such body armor upon presentation to the DAS Chief or his or her designee a receipt for the purchase.

(D) The DAS shall pay up to \$1,250.00 for the purchase of body armor for each new Employee hired. The Employee must purchase the vest from a supplier approved by the DAS Chief. The DAS shall make payment directly to the supplier. An Employee who obtains body armor pursuant to this section and who is not employed beyond the end of his or her probationary

period for any reason must return the vest or the amount subsidized by the DAS to the DAS upon his or her separation from service.

(E) In the event an Employee loses or damages any uniform, equipment, watch or eyeglasses in the performance of duties which is not caused by the Employee's own negligence, the DAS must reimburse the cost of the lost or damaged item as follows:

- (1) Watches and sunglasses: up to \$100.00 each per incident.
- (2) Prescription glasses: up to a maximum of \$300 per incident.
- (3) All other items: \$400.00 total per incident.

(F) In order to receive benefits under this Article, an Employee must report any claims prior to the end of his or her shift during which the incident occurred, unless such report is not possible or practical at that time. Employees must turn in all damaged equipment or clothing for reimbursement. Items will be replaced with like-kind or cost-equivalent value.

Article 25. ADDITIONAL PAY

(A) **FIELD TRAINING OFFICER:** Any Employee assigned as a Field Training Officer will receive special assignment pay of 5% of base pay for the duration of the assignment, unless the assignment is to train a Reserve. An Employee assigned to train a Reserve Officer will receive the 5% special assignment pay on the days the Employee is actually training the Reserve Officer. Assignment as a Field Training Officer is not a promotion. Assignment and rescinding the assignment of a Field Training Officer is solely within the discretion of the DAS Chief and is not subject to appeal through the grievance or other process.

(B) **ON-CALL PAY:** An Employee assigned to on-call status by the DAS Chief will receive twelve (12) hours of paid or compensatory time for each work week assigned. An Employee assigned to on-call status of less than one (1) workweek will not receive twelve (12) hours of compensatory time, but will receive \$1.50 for each hour the Employee is on on-call status pursuant to this Article. While assigned to on-call status, the Employee must remain within a 60 minute response time to the DAS office and must be available at all times via telephone. An

Employee will only be required to be on-call one (1) week in any four (4) week period, except as assigned by the DAS Chief for emergency operational needs or as agreed by the Employees.

(C) **STANDBY PAY:** An Employee who is requested to be on standby status will be paid at the rate of fifteen percent (15%) of his or her regular hourly rate of pay for each hour, or fraction thereof, placed on standby status.

(D) **EDUCATION PAY:** An Employee who has attained an Associate's degree will receive a 2.5% pay increase. An Employee who has attained a Bachelor's degree will receive a 5.0% pay increase. An Employee who has attained a Master's degree will receive a 5.5% pay increase. The education incentive pay shall only be paid for the highest degree earned and shall not be cumulative. An Associate's, Bachelor's or Master's degree must be earned at a fully accredited college, community college, university or other institution acceptable to the City. To be eligible for the education incentive pay, the Employee must provide to the DAS Chief a copy of the degree awarded from the institution. An Employee is eligible for this education incentive pay once he or she has successfully completed his or her probationary period as a new Employee.

(E) **P.O.S.T. INCENTIVE PAY:** An Employee who attains a Nevada Intermediate, Advanced or Management P.O.S.T. certificate will receive the following proficiency pay bi-annually on the first pay day of July and December of each calendar year:

- (1) Intermediate P.O.S.T. Certificate: \$250.00;
- (2) Advanced P.O.S.T. Certificate: \$500.00; or
- (3) Supervisory/Management P.O.S.T. Certificate: \$750.00.

The P.O.S.T. proficiency pay shall only be paid for the highest certificate earned and shall not be cumulative.

(F) **LONGEVITY:** After six (6) years of service with the DAS, an Employee will receive \$200.00 semi-annually payable on the first payday of June and the first payday of December. For each additional year of service after six (6) years, the Employee will receive an additional \$25.00 semi-annually payable in the same manner. To illustrate, an Employee in his or

her 7th year of service will receive \$200.00 semi-annually, and an Employee in his or her 8th year of service will receive \$225.00 semi-annually. This longevity package is capped at twenty-five (25) years of service.

(G) RESPONSIBILITY PAY:

(1) An Employee will receive responsibility pay in the amount of 5% of his or her base rate of pay if the DAS Chief assigns the Employee to:

(a) Work in a job classification higher than that of which the employee is assigned;

(b) Perform instructional duties, including, without limitation, instruction on defensive tactics, firearms, taser or baton; or

(c) Work in the job classification of Marshal/Bailiff.

(2) Such responsibility pay as set forth in subsection (1) is required for the duration of the assignment and terminates when the assignment is completed or revoked, as determined by the Chief or his or her designee. An Employee is entitled to receive the 5% for each additional assignment given to him/her by the DAS Chief.

(3) As used in this section:

(a) “Assigned” means that an Employee has been ordered, directed, required, or requested by a supervisor to perform additional responsibilities.

(b) “Duration” shall be deemed to include time that is necessary to prepare for an assignment and any time that is used for training or coursework that is required to maintain certification in the area in which the Employee will be assigned to perform instructional duties. Any time spent on instructional duties must be accounted for by an Employee in increments of a quarter (0.25) hour.

(4) An Employee must perform all assigned additional responsibilities to be eligible for responsibility pay pursuant to this section.

(H) **SPANISH PAY:** An Employee who is expected to fluently speak, read or write in Spanish in the performance of his or her job duties, will receive two and one-half percent (2.5%) of his or her base salary. The DAS Chief has the authority to determine whether the use of Spanish is expected. The DAS Chief may require testing to determine whether an Employee is fluent in Spanish so as to be eligible to receive this benefit.

Article 26. LAYOFF POLICY AND PROCEDURE

I. DEFINITIONS FOR THIS POLICY ONLY

(A) **Break In Service.** A break in service occurs when an Employee resigns, is discharged for cause or retires. However, city seniority accrued prior to layoff will be continued upon recall and re-employment. Job classification seniority may be continued provided that the Employee is rehired into the same job classification. If there is a voluntary interruption or break in service, seniority will commence as of the date of last entrance into City service. Leaves of absence will not be considered as breaks in service.

(B) **City Seniority.** An Employee will have city seniority as of the date of hire following the successful completion of the initial probationary period as a new Employee.

(C) **Divisions.** A “division” means a clearly established first sub-unit of the DAS which has been determined by the DAS Chief.

(D) **Job Classification Series.** A “job classification series” means the normal line of progression from trainee, entry or preparatory levels to supervisory or administrative levels within a job specialty. The minimum qualifications, tests for fitness, and the duties and responsibilities are similar but different in level. Class series also includes all positions which an Employee has previously held within the DAS.

(E) **Job Classification Seniority.** An Employee will have job classification seniority as of the date of appointment to the job following the successful completion of the probationary period as a new Employee.

(F) **Regular Employee.** An Employee who has completed the probationary period, but is serving a new probationary period, is considered a regular Employee for layoff purposes. If an Employee has been employed in a class series for a period of time equivalent to the minimum required to complete a probationary period, but because of promotions within that class series the Employee has never completed a probationary period, the Employee will for layoff purposes be considered a regular Employee.

(G) **Seniority.** Seniority will be calculated on the basis of calendar days of continuous service.

II. **PROCEDURES**

(A) **Determination of job classifications to be Affected by Layoffs.** The DAS Chief will determine which job classifications will be subject to layoffs.

(B) **Notice to Bargaining Unit.** Whenever it is determined that a layoff of Employees may occur because of lack of work or funds, the City Manager or his or her designee shall, not less than seven (7) calendar days before the effective date of the layoff, provide to the Association written notice of the layoff which must include the specific reasons such action is necessary and the estimated length of the layoff period.

(C) **Sequence of Layoff.** Within the job classifications selected for layoff, the following sequence of layoff will occur:

- (1) Probationary Employees will be laid off first.
- (2) Regular Employees will be laid off only after layoffs of probationary Employees have been exhausted.

(D) **Notice of Layoff.** All Employees to be laid off will be given written notice of such layoff at least thirty (30) calendar days before the effective date of the layoff.

(E) **Vacancies.** Whenever possible, an Employee who has been laid off pursuant to this Article will be permitted to fill an available vacancy if the Employee meets the minimum qualifications of the vacancy and successfully completes any necessary tests. If the vacant position is offered to an Employee who has been laid off pursuant to this Article, the Employee must submit his or her decision in writing to the City Human Resources Department within seven (7) calendar days of the offer.

(F) **Bumping.**

(1) Any regular Employee who is to be laid off may elect to replace an Employee or other City employee in a lower level of the same classification series if the bumping Employee:

- (a) Has more City seniority than the Employee or City employee being bumped; and
- (b) Meets the minimum occupational qualifications.

(2) An Employee electing to exercise bumping rights shall assume the grade of the Employee or City employee being bumped and the step closest to his or her existing salary at the time of the layoff.

(3) Any employee who is bumped shall have the right to exercise bumping rights in accordance with the provisions of this section. The decision to bump must be submitted in writing within seven (7) calendar days of notification.

(4) Those Employees laid off within the DAS who have attained their present positions by promotion or appointment through the affected class series will have employment rights at the next lower level within the DAS and will become the senior member in the lower class.

(G) **Seniority.** Whenever it is determined that a layoff of Employees will occur, the City will provide to the Association at the Association's request the current city seniority lists and

job series seniority lists for the jobs being affected.

(H) Ties. In the case of seniority or job classification ties, scores will be used to break it if available; i.e., highest score. If scores are not available, then lots will be drawn.

III. RECALL

(A) The name of an Employee who has been laid off must be placed on a reemployment list and will be recalled in the inverse order in which he or she was laid off. An Employee on the list will be offered appointment to an opening in the job classification or equivalent job classification or any vacancy for which he or she is qualified and no new Employee will be hired until all qualified Employees on layoff status desiring to return to work has been offered the position. Employees must provide the DAS Chief and the City Human Resources Department with any address change while waiting for recall.

(B) Notice of recall will be made in writing by certified mail to the Employee's address of record.

(C) An Employee who is sent a notice of recall must respond within ten (10) working days of the receipt of the notice of certification for recall.

(D) An Employee recalled to his or her former or equivalent job classification must report for re-employment on the date established by the department administrator or be considered to have abandoned his recall rights so long as said date is beyond ten (10) working days from the date of receipt of the recall notice.

(E) An Employee recalled to a job classification with a lower salary rate than his or her previous job classification may refuse such position and remain eligible for recall. In the event that an employee accepts such a position, his or her name will be removed from the re-employment list.

(F) An Employee on layoff accrues no additional sick leave or vacation time.

Article 27. COURT TIME

An Employee who appears to testify pursuant to a subpoena in any criminal court or administrative proceeding that is required by the Employee's job will receive his or her regular salary during the period of court or administrative testimony or pretrial conference required by the District Attorney. If said criminal court or administrative testimony is during the Employee's regular time off, he or she is entitled to a minimum of three (3) hours paid overtime pursuant to Article 8 of this Agreement, if the Employee has already worked in excess of forty (40) hours a week pursuant to Article 8 of this Agreement during the time scheduled for said court testimony. Court time includes time involved in obtaining evidence or other related matters at the DAS. The Employee must first obtain his or her supervisor's written approval in order to be eligible for overtime for any pretrial conference required by the District Attorney or for any time involved in obtaining evidence or other required matters at the DAS. Employees subpoenaed to testify by the District Attorney shall tender to the City any witness fees received. Employees who testify pursuant to a subpoena during his or her regular time off is not entitled to call-back pay pursuant to this Agreement. Employees who are not subpoenaed but are ordered to testify by the District Attorney or by the Employee's supervisor may be entitled to call-back pay pursuant to this Agreement. If the subpoena is canceled or the order to testify is rescinded prior to 7:00 p.m. the day before the court appearance or administrative proceeding, there shall be no entitlement to overtime pursuant to any provision of this Agreement.

Article 28. JURY DUTY

Any Employee of the City who is required to serve on any jury will receive his or her regular salary during the period of jury service, provided that he or she remits his or her compensation for such jury duty to the appropriate City department for deposit into the City's General Fund.

Article 29. MILITARY LEAVE

Any Employee who is an active member of the Nevada National Guard or any reserve component of the United States Armed Forces will be relieved from his or her duties upon request to serve under orders on training duty without loss of his or her regular compensation for a period not to exceed fifteen (15) working days in any calendar year. Any such absence will not be deducted from the Employee's accrued vacation.

Article 30. SAVINGS CLAUSE

(A) This Agreement is the entire Agreement of the parties terminating all prior arrangements and practices and concluding current negotiations during the term of this Agreement. The City shall from time to time meet with the Association to discuss its views relative to the administration of this Agreement. The Association or the City Board of Supervisors may request discussions if it wishes.

(B) If any provision of this Agreement is found to be in violation of any state or federal law or regulation by a court of competent jurisdiction, that provision will be null and void but all other provisions of this Agreement will remain in force and effect. The parties hereto agree to renegotiate any such provision found to be in violation of state or federal law or regulation.

Article 31. ABSENCE OF DAS CHIEF

Any reference to the DAS Chief in this Agreement includes his or her authorized designee in the event the DAS Chief is absent or unavailable for any reason.

Article 32. WORK DAY

(A) The scheduling of work days and work weeks is at the direction of the DAS Chief or his or her designee, provided that Employees have consecutive days off. Unless an emergency or unforeseen circumstances exist, as determined at the sole discretion of the DAS Chief,

Employees will be scheduled to work a “4-10” work schedule consisting of four (4) consecutive days of ten (10) hours worked in each work week.

(B) At the request of either party, on or about November 1 and April 1 of each year, the parties shall meet and review the effectiveness of the work day and schedules utilized and, if necessary, renegotiate the length of the work day.

(C) The DAS Chief shall provide not less than seven (7) days’ notice to an Employee before implementing any change in his or her shift. This notice requirement may be waived upon mutual agreement of the DAS Chief and the Employee whose shift is intended to be changed.

Article 33. ADOPTION AND DURATION OF AGREEMENT

(A) This Agreement is effective July 1, 2022 and remains in effect until June 30, 2027 unless amended as provided herein.

(B) This Agreement automatically renews from year to year thereafter. If either party desires to amend this Agreement, that party must notify the other party in writing of the Articles that the party desires to negotiate. The notice required by this section must be provided to the other party on or before February 1 of each calendar year.

(C) The parties shall promptly commence negotiations. If the parties have not reached agreement by April 10 of the year in which negotiations commence, either party may submit the dispute preventing agreement to an impartial fact-finder at any time for his or her findings. The fact-finder shall make recommendations of the unresolved issues.

(D) If the parties have not reached an agreement within ten (10) days after the fact-finder’s recommendations, all issues remaining in dispute must be submitted to an arbitrator.

(E) The provisions of NRS Chapter 288 will govern fact-finding and arbitration between the parties.

(F) In the event that future agreements are not reached prior to July 1 of the applicable year, all awards rendered by the final binding arbitrator are retroactive to July 1 of the year in which negotiations commenced.

IN WITNESS WHEREOF, the City and the Association have caused these presents to be duly executed by their authorized representatives on the _____ day of June 2022.

CARSON CITY

FRATERNAL ORDER OF POLICE, LAS VEGAS
LODGE #1, ON BEHALF OF THE
ALTERNATIVE SENTENCING OFFICERS

By: _____
Lori Bagwell, Mayor

By: _____
_____, President
Cody Peek, Lead Negotiator

ATTEST:

Aubrey Rowlett, Clerk-Recorder

~~2017-2022-2021-2027~~

A G R E E M E N T

between

CARSON CITY

and the

FRATERNAL ORDER OF POLICE, ~~LAS VEGAS NORTHERN NEVADA~~ LODGE #81, ON
BEHALF OF THE CARSON CITY ALTERNATIVE SENTENCING OFFICERS

(July 1, ~~2017-2022~~ - June 30, ~~2021-2027~~)

<u>Article</u>	<u>Subject</u>	<u>Page</u>
1.	Preamble	3
2.	Recognition	3
3.	No Strikes and Lockouts	3
4.	Rights of Management	4
5.	Association Rights	45
6.	Pay Rates	78
7.	Callback	910
8.	Overtime	1210
9.	Holidays	1312
10.	Annual Leave	1413
11.	Sick Leave	1514
12.	Group Health Insurance	2120
13.	Group Life Insurance	2625
14.	Association Dues and Payroll Deduction Privileges	2625
15.	Employee Grievance Procedures	2726
16.	Bill of Rights	2928
17.	Payment upon Death of Employee	2928
18.	Departmental Training Courses	2928

	19.	Shift Differential	<u>3129</u>
	20.	Safety	<u>3130</u>
	21.	Disciplinary Actions	<u>3130</u>
	22.	Duty to Defend	<u>3332</u>
	23.	Retirement Contributions	<u>3432</u>
	24.	Uniform Allowance	<u>3433</u>
	25.	Additional Pay	<u>3634</u>
	26.	Layoff Policy and Procedure	<u>3837</u>
	27.	Court Time	<u>4241</u>
	28.	Jury Duty	<u>4241</u>
	29.	Military Leave	<u>4342</u>
	30.	Savings Clause	<u>4342</u>
	31.	Absence of the DAS Chief	<u>4342</u>
	32.	Fiscal Emergency	44
	<u>332.</u>	Work Day	<u>4442</u>
	<u>343.</u>	Adoption and Duration of Agreement	<u>4543</u>

Article 1. PREAMBLE

This collective bargaining agreement (hereinafter referred to as the “Agreement”) is entered into between Carson City, Nevada (hereinafter referred to as the “City”) and the Fraternal Order of Police, ~~Northern Nevada~~Las Vegas Lodge #~~8-1~~ (hereinafter referred to as the “Association”) on behalf of the Carson City Alternative Sentencing Officers (hereinafter referred to individually as “Employee” and collectively as “Employees”). Employees work for the City’s Department of Alternative Sentencing (hereinafter referred to as the “DAS”).

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto and to provide an orderly and peaceful means of resolving any misunderstanding or differences which may arise.

All Employees shall: (1) perform loyal and efficient work and services; ~~-(2) use their influence and best efforts to protect the properties of the City and its service to the public; and (3) cooperate in promoting and advancing the welfare of the City and in preserving the continuity of its service to the public at all times.~~

The full Agreement between the parties is set forth herein with the exception of certain matters covered by applicable state or federal law and regulations thereof.

Article 2. RECOGNITION

The Association is recognized as the sole and exclusive bargaining representative for Employees. The provisions of Article 21, Disciplinary Actions, and Article 26, Layoff Policy and Procedure, of this Agreement do not apply to a probationary Employee.

Article 3. NO STRIKES AND LOCKOUTS

(A) The Association shall not promote, sponsor or engage in, against the City, any strike, slowdown, interruption of operation, stoppage of work, absences from work upon any pretext or excuse not founded in fact, or any other intentional interruption of the City, regardless of the reason for so doing, and shall also use reasonable efforts to induce all Employees covered by this Agreement to comply with this pledge.

(B) The City shall not lock out any Employees as the result of a labor dispute with the Association.

Article 4. RIGHTS OF MANAGEMENT

(A) In accordance with NRS Chapter 288, which governs relations between governments and public employees in Nevada, and pursuant to NRS 288.150(3), the City as a local government employer, including the City's Chief of the Department of Alternative Sentencing (hereinafter referred to as the "DAS Chief"), is entitled without negotiation or reference to any agreement resulting from negotiation:

- (1) The right to hire, direct, assign or transfer an Employee, but excluding the right to assign or transfer an Employee as a form of discipline.
- (2) The right to reduce in force or lay off any Employee because of lack of work or lack of funds, subject to the statutory provisions set forth in NRS Chapter 288, which establish lawful procedures for a reduction in work force.
- (3) The right to determine:
 - (a) Appropriate staffing levels and work performance standards, except for safety considerations.
 - (b) The content of the workday, including without limitation, workload factors, except for safety considerations.
 - (c) The quality and quantity of services to be offered to the public.
 - (d) The means and methods of offering those services.
- (4) Safety of the public.

(B) The DAS Chief establishes work performance standards, except for Employee safety considerations, and the content of the work performance standards are reserved to the DAS Chief and not subject to the grievance provisions of this Agreement.

Article 5. ASSOCIATION RIGHTS

(A) Employees have the right to form, organize, join and administer an employee organization and to designate their representatives for purposes of collective bargaining. The City shall not restrain, coerce, discriminate against or otherwise interfere with an Employee in the exercise of these rights.

(B) The Association may request information which is in the exclusive control of the City concerning any subject matter included in the scope of mandatory bargaining which the Association deems necessary for and relevant to collective bargaining, or necessary for the administration or application of this Agreement. The City shall furnish the information requested without unreasonable delay.

(C) At least annually, the Association shall designate no more than two (2) Employee representatives of the Association. This designation must be in writing and must be transmitted to the DAS Chief and the City's Human Resources Director no later than July 31st of each year and within 30 calendar days of a change in one of the representatives by the Association. Designated Employee representatives of the Association may conduct Association business on City property if such work occurs outside the Employee representative's regular working hours, except when the Employee representative is authorized to perform representational duties during his or her regular working hours as provided for in sections I, J, K and L of this Article. The City may also grant special permission to conduct certain Association business during working hours if such activity does not interfere with or disrupt normal business of the DAS. The Association may use City buildings for its meetings if such use does not interfere with or disrupt the City's operations. The Association must contact the appropriate department director or elected official who has control or authority over the building which the Association seeks to use for an Association meeting and request the use of the building's facilities not less than 48 hours in advance of the meeting. Unless the facility is unavailable, the department director or elected official shall not unreasonably withhold the consent to the use of a City building or facility to conduct an Association meeting.

(D) Designated Employee representatives may make and receive telephone calls and electronic mail (e-mail) messages concerning Association business during City business hours only if such activity does not interfere with or disrupt the normal business of the DAS. Association business or communications may not, under any circumstance, be conducted over the DAS' radio, dispatch, or mobile communication systems.

(E) The City shall not interfere with, or discriminate with respect to any term or condition of employment against, any Employee because of his or her membership in the Association or his or her participation in any legitimate activity pursuant to this Agreement. The City shall not encourage membership in any other employee bargaining organization.

(F) The Association recognizes its responsibilities as the exclusive negotiating agent for and agrees to represent all Employees in the Association without discrimination, interference, restraint, or coercion.

(G) The provisions of this Agreement must be applied equally to all Employees in the collective bargaining unit without discrimination and in conformity with all applicable federal, state and local laws and regulations.

(H) Except as otherwise provided by federal, state or local law or regulation, whenever an Employee is on duty, he or she must not engage in or be coerced to engage in any prohibited political activity.

(I) Up to two (2) Employee representatives of the Association who are designated by the Association as members of the Association's negotiating team may attend negotiation meetings with the City on duty time with pay if the negotiation meeting occurs during the Employee representatives' regular work hours.

(J) Up to two (2) Employee representatives of the Association may attend disciplinary meetings of an Employee who is facing possible discipline by the City, including the DAS, if the Employee is not otherwise represented. It is the responsibility of the Employee to arrange for such

representation. The Employee representatives and the Employee who is facing possible discipline may attend such meetings while on duty time if the meeting occurs during the Employee representatives' and the Employee's regular work hours.

(K) Up to two (2) Employee ~~Representatives~~representatives of the Association may attend grievance meetings with the City, including the DAS, concerning an Employee who has submitted a grievance pursuant to this Agreement (hereinafter referred to as "Employee Grievant"). It is the responsibility of the Employee Grievant to arrange for such representation. The Employee representatives and the Employee Grievant may attend such meetings on duty time if the meeting occurs during the Employee representatives' and the Employee Grievant's regular work hours.

(L) Employees who are Employee representatives of the Association~~members of the Association's Executive Board~~ are entitled to collectively use up to 250 hours of paid administrative leave for Association business during any calendar year. In addition, each Employee member of the Association may donate up to ten (10) hours of annual leave per year to a pool that may be used, hour for hour, for Association business by Employees who are Employee representatives of the Association~~members of the Association's Executive Board~~. The use of any leave pursuant to this provision must be in accordance with NRS 288.225 and in a manner which does not disrupt normal business operations of the DAS, as determined by the DAS Chief or his or her designee. Such leave cannot be unreasonably denied.

(M) The Association may post notices of its activities and matters of business related to the Association only on a bulletin board specifically designated for these purposes and provided by the City. The Association may use the City's interoffice mail delivery system and/or the City's e-mail system to communicate business matters of the Association or information of the Association, provided such activity does not interfere with or disrupt the DAS' operations. The Association shall comply with all provisions of the City's written e-mail policy when using the City's e-mail system.

Article 6. PAY RATES

(A) PAY RATES:

~~————The salary pay range for a DAS Officer is \$49,71355,539.29 to \$74,56978,101.81. Effective July 1, 2023 and on July 1 of each year thereafter through and including July 1, 2026, all Employees will receive a 2.0% cost-of-living increase and the bottom and top of the pay range will be adjusted upwards by 2.0%~~

(B) MERIT INCREASE

~~————An Employee who receives a performance evaluation of “Meets Expectations” or better is eligible for a merit increase as follows:~~

- ~~• ————— “Meets Expectations” ————— 3% of base pay~~
- ~~• ————— “Above Expectations” ————— 4.5% of base pay~~
- ~~• ————— “Outstanding” ————— 5.5% of base pay~~

An Employee who has not reached the top of the pay range is eligible for a merit increase on July 1 of each year and every year, except that an Employee must have been employed by the DAS for not less than one (1) entire fiscal year before reaching eligibility. If an Employee has not reached eligibility by July 1 of his or her first year of employment, the Employee is not eligible until July 1 of the next fiscal year. ~~Beginning on July 1, 2022, and upon each successive annual performance evaluation, on the recommendation of the DAS Chief, an eligible Employee who receives a performance evaluation of “Meets Expectations” or better will receive an annual merit increase of 3%. An employee who receives a rating of “below expectations” will not receive an annual merit increase for that evaluation period.~~ The performance evaluation must be filed with the Human Resources Department by the date established by the Department in order to process the merit increase, if any, by July 1. A copy of the annual written performance evaluation will be placed in the Employee’s personnel file in the City’s Human Resources Department. The performance evaluation may be used when considering any employment action.

(C) MERIT INCREASES NOT GRANTED

An Employee who disagrees with the substance of a performance evaluation that is prepared in accordance with this Article may request a meeting with the DAS Chief to

communicate his or her disagreement and request a review and modification of the performance evaluation. The decision to amend, modify or alter in any way an Employee performance evaluation is at the sole discretion of the DAS Chief as a managerial right. A meeting that is requested under this provision must be held as soon as reasonably practicable.

(D) NEW HIRE PROBATION

A new Employee is on probation for a period of twelve (12) months from the date of hire, during which time the DAS Chief has the right to dismiss or retain the Employee. After completion of the probationary period, the Employee will be deemed a non-probationary regular Employee and his or her seniority will date back to the date of hire as a new Employee in the bargaining unit. An Employee's participation in the Peace Officers Standards and Training (hereinafter referred to as "P.O.S.T.") Academy will not be counted towards completion of the probationary period. All new hire probationary Employees are entitled to accrue all benefits of this Agreement unless otherwise specified in Article 2. A Probationary-probationary Employee is eligible to use accrued leave benefits after six (6) months of employment, except as otherwise provided by this Agreement. A new hire Employee is not entitled to a merit increase until after completing probation and reaching the beginning of the new fiscal year.

(E) REHIRE & LATERAL HIRE

Whenever a former DAS Officer is rehired as an Employee within a three-year (3) period, his or her pay rate will be established at the discretion of the appointing authority, but at a rate not less than the Employee's base rate of pay at the time of separation. If a new Employee is hired as a lateral with prior law enforcement experience, including a former DAS Officer rehired after a three-year (3) absence, the Employee's base rate of pay will be established within the entrance rate for the position, unless the DAS Chief, in his or her discretion, seeks and receives approval from the Carson City Internal Finance Committee to establish the base rate of pay above the entrance rate consistent with the Employee's education, training and experience. An Employee's entrance rate is defined by City policy.

(EF) POSITION RECLASSIFICATION:

If a position is reclassified to a lower class through no fault of the incumbent Employee,

the incumbent Employee must continue to be paid at his or her last rate of pay until such time as the salary at which the Employee was retained comes within the range of pay for the class due to adjustments in the compensation or classification plan. This retained rate may be applied only under the following conditions:

- (1) The Employee obtained a performance rating of “Meets Expectations” or above on his or her performance evaluation for the preceding year.
- (2) The Employee was in the higher class six (6) months preceding the reclassification.
- (3) The reclassification is a result of a legitimate reason over which the Employee has no control.

Article 7. CALLBACK

~~(A) The following provisions apply to Employees with an effective date of membership into the Nevada Public Employee’s Retirement System (hereinafter referred to as “PERS”) on or before June 30, 2008:~~

- ~~(1) Except as otherwise provided in Nevada Administrative Code (“NAC”) 284.214, “call back pay” is defined for the purposes of this Agreement as compensation earned for returning to duty after an Employee has completed his or her regular shift, is off duty for any period of time, and is requested to return to duty with less than 12 hours’ notice.~~
- ~~(2) Scheduling the 12 hour rule set forth in subsection (1) of this section will be activated by the electronic call out required for the shift scheduling from the DAS Chief. Any electronic response system must comply with the 12 hour rule and not allow the Employee call in response to govern notification for purposes of the 12 hour rule.~~
- ~~(3) The DAS Chief may not convert what would otherwise be an overtime shift to a call back shift by waiting until there is less than 12 hours’ notice to request a return to duty, if the DAS Chief has knowledge more than 12 hours before the start of the shift to be staffed, either through notification or through normal staffing~~

policies, of the staffing need.

~~(B) The following provisions apply to Employees with an effective date of membership into PERS on or after July 1, 2008:~~

~~(1) Except as otherwise provided in NAC 284.214, “call back” is defined for the purposes of this Agreement as compensation earned for returning to duty after an Employee has completed his or her regular shift and is requested to return to duty with less than 12 hours’ notice to respond to an emergency, except for any Employee who is: (1) called into work while on standby status; (2) not required to leave the premises where he or she is residing or located at the time of notification in order to respond ; or (3) called back to work if the work begins one (1) hour or less before or after his or her scheduled work shift.~~

~~(2) “Emergency” is defined for the purposes of this Agreement as a sudden, unexpected occurrence that involves clear and imminent danger and requires immediate action to prevent or mitigate the endangerment of lives, health, or property. Such an emergency must be declared by the City Board of Supervisors or its designee.~~

~~(3) Scheduling the 12-hour rule set forth in subsection (1) of this section will be activated by the electronic call-out required for the shift scheduling from the DAS Chief. Any electronic response system must comply with the 12-hour rule and not allow the Employee call-in response to govern notification for purposes of the 12-hour rule.~~

~~(4) The DAS Chief may not convert what would otherwise be an overtime shift to a call back shift by waiting until there is less than 12 hours’ notice to request a return to duty, if the DAS Chief has knowledge more than 12 hours before the start of the shift to be staffed, either through notification or through normal staffing policies, of the staffing need.~~

~~(C) The following provisions apply to Employees with an effective date of membership into PERS on or after January 1, 2010:~~

~~(1) Returning to duty within 12 hours after one’s regular working hours to respond to an emergency.~~

~~(2) “Emergency” is defined for the purposes of this Agreement as a sudden,~~

~~unexpected occurrence that involves clear and imminent danger and requires immediate action to prevent and mitigate the endangerment of lives, health or property. Such an emergency must be declared by the City Board of Supervisors or its designee.~~

~~(D) An Employee who is called back to work before or after his or her regular work schedule will receive a minimum of two (2) hours pay at the rate of one and one half (1.5) times the current contract salary. An Employee who has returned home and is out of service after a call-back will receive a minimum of two (2) hours pay at the rate of one and one half (1.5) times the current contract salary for each successive call back up to a maximum of eight (8) call backs within a 16-hour period or 12 call backs within a 24-hour period. An Employee who receives a successive call back prior to returning home and going out of service will not receive call back pay for the successive call back, but will receive pay at time and one half for all hours worked.~~

(A) Whenever an Employee is called back to work by his or her supervisor with less than 12 hours' notice following the completion of his or her regularly scheduled shift, he or she shall be paid at the rate of time and one-half for all hours worked, with a two-(2) hour minimum. This time is reported in accordance with the Nevada Public Employee's Retirement System (hereinafter referred to as "PERS") regulations on callback.

~~(EB) When an employee is called at home and the Employee performs the required tasks at home or by telephone, that Employee will receive call-back pay or overtime pay, depending upon the PERS regulations ~~date the Employee joined the Public Employee's Retirement System~~, for a minimum of one half hour (0.5) or actual hours worked, whichever is greater, at the rate of one and one half (1.5) times the Employee's base hourly rate of pay. If the Employee receives more than one phone call within the same thirty (30) minutes, the Employee must be compensated for each phone call separately as set forth above, even if the calls occurred during the same thirty (30) minute time period.~~

~~(FC) Any Employee who is eligible to receive call-back pay or overtime pay may elect to convert his or her call-back pay or overtime pay to compensatory time at the rate of one and one half (1.5) times the Employee's base hourly rate for each hour of call-back or overtime pay status.~~

Article 8. OVERTIME

(A) **OVERTIME DEFINED:** “Overtime” is defined for purposes of this Agreement as any hour worked in excess of the regularly scheduled workday or 40 hours in any seven (7) day pay period. Any overtime must be approved by the Employee’s supervisor. The “seven (7) day pay period” is defined for purposes of this Agreement as the period of time commencing on Friday, 12:00 A.M. and ending on Thursday, 11:59 P.M. The following paid time off will be considered time worked for overtime purposes: holidays, annual leave, sick leave and compensatory time off. Overtime will not accrue for any travel time between the Employee’s residence and the DAS office.

(B) **OVERTIME COMPENSATION RATE:** Overtime will be compensated at the rate of time and one-half of the base rate for the Employee.

(C) **OVERTIME PAID IN CASH OR COMPENSATORY TIME OFF:** Overtime earned may be paid in cash or converted into compensatory time off under the following conditions:

- (1) Overtime earned during a workweek may be converted as compensatory time at the rate of time and one-half at the election of the Employee.
- (2) Following a work week for which an Employee received cash payment for overtime, he or she may not be directed to reduce work hours in order to maintain a constant level of earnings over the pay period in which the overtime was performed.
- (3) An Employee may elect to receive payment for all compensatory time earned as accrued on July 1 and December 1 of each year up to a maximum of 120 hours in any one fiscal year; except that an elected payment must not exceed more than 80 hours in any one pay period. To elect a payment, an Employee must submit to Management, only during the months of June and November of each fiscal year, a request in writing for payment of a specific number of accrued compensatory hours.

(D) **TRAVEL TIME:** Travel time will be compensated at the normal overtime rate when the time in transit exceeds regular working hours but is between work locations, and not between an Employee's residence and the DAS office.

Article 9. HOLIDAYS

(A) The following are paid holidays for all employees of the City:

New Year's Day

Martin Luther King Day

Presidents Day

Memorial Day

Independence Day

Labor Day

Nevada Day

Veterans Day

Thanksgiving Day

Family Day

Christmas Day

or any other day that may be appointed by the President of the United States, the Governor of Nevada or the City Board of Supervisors for public fast, thanksgiving, or holiday. When a designated holiday falls on Saturday or Sunday, the Friday before or the Monday after, respectively, will be granted as a holiday. For non-standard workweek Employees who normally work Saturday or Sunday, if the designated holiday falls on Saturday or Sunday, that day must be considered a holiday for purposes of holiday pay pursuant to section (C). The non-standard workweek Employee will not accrue additional holiday time for a Friday or Monday that is observed as the holiday for standard workweek Employees.

(B) If a holiday falls during an Employee's leave it will not be charged as leave.

(C) **HOLIDAY PAY:** Except as otherwise deemed necessary by the DAS Chief, an Employee will not be required to work on holidays unless he or she is assigned to on-call status. Pay for holidays will be as follows:

An Employee will be paid twice his or her base rate of pay for the actual number of hours worked that coincide with the designated City holiday. Holiday work may be granted in cash or in compensatory time off to be taken off with supervisory approval. An Employee who is not scheduled to work on a designated City ~~Holiday~~ holiday will receive compensatory time equal to and in the same manner as a regularly scheduled shift. An Employee who is required to work a holiday on his or her regularly scheduled day off will be compensated at two and one-half (2.5) times his or her base rate of pay for all hours worked on that holiday.

Article 10. ANNUAL LEAVE

(A) **SCHEDULE:**

An Employee may earn but is not entitled to take annual leave until he or she has completed six (6) months of service with the City. An Employee will be granted annual leave benefits as follows:

<u>Time in Service</u>	<u>Accrual Rate</u>
from 0-12 months	6 hours per month
from 12- 24 months	8 hours per month
from 24- 60 months	10 hours per month
60 months or more	14 hours per month
Maximum accumulated	240 <u>300</u> hours

This schedule is based on continuous employment with Carson City.

(B) **ACCRUED ANNUAL LEAVE IN EXCESS OF THIRTY DAYS:** Except as provided below, any annual leave in excess of ~~two-three~~ hundred ~~and forty~~ (~~240~~300) hours accrued in the manner provided for must be used prior to January 1st of the year following the year in

which the annual leave in excess of ~~two-three~~ hundred ~~and forty~~ (~~240~~~~300~~) hours is accumulated or the amount of annual leave in excess of ~~two-three~~ hundred ~~and forty~~ (~~240~~~~300~~) will be forfeited. ~~If the previously approved scheduled leave is canceled by the DAS and no additional time is available prior to the date when the Employee will forfeit accrued annual leave as provided above, then the hours which the Employee would have lost due to the cancellation of approved leave by the DAS must be allowed to accrue beyond the two hundred forty (240) hour maximum or, if elected at the Employee's discretion, may be paid at the Employee's regular hourly rate for the hours in excess of the two hundred forty (240) hour maximum. Not more than a maximum of three hundred (300) hours may be accrued due to the cancellation of approved leave by the DAS. An Employee's new maximum of accrued leave may be maintained only until such time the DAS is able to schedule annual leave for the Employee to effectuate a reduction of the Employee's accrued leave back down to the normally authorized two hundred and forty (240) hour maximum.~~

(C) **TIME ANNUAL LEAVE TAKEN:** All annual leave must be taken at a time that is mutually agreeable to the Employee and his or her supervisor. The selection of annual leave schedules will be made on a seniority basis.

Article 11. SICK LEAVE

(A) **ACCRUED SICK LEAVE:** Each Employee is entitled to ten (10) hours of sick leave with pay for each month or major fraction thereof of actual service without limitation for use purposes, but with a maximum of 1080 hours for purposes of compensation upon termination due to death or retirement from service of those Employees having 10 years or more of service with Carson City and in PERS.

(B) **COMPENSATION FOR UNUSED SICK LEAVE:**

(1) -Any Employee who, upon death or retirement, has a minimum of 400 hours of accrued sick leave and a minimum number of years of service in the City as indicated below will be compensated for all unused sick leave hours up to 1080 at the following rates:

Service Years	Maximum %
10-14	-33 1/3%
15-19	50%
20-24	-75%
25 plus	100%

(2) -In addition to the compensation for unused sick leave described in section (B) of this Article, an Employee who is eligible for purchase of service credits under PERS and any applicable law may, at his or her option, convert unused sick leave into service credit under PERS at the rate of one (1) hour of service credit for one (1) hour of sick leave, subject to the following conditions and limitations:

(a) Employees must maintain a balance of at least 400 hours of unused sick leave to be eligible to convert sick leave into retirement service credit. Accrued, unused sick leave in excess of 400 hours may be converted into retirement service credit.

(b) An Employee's conversion of unused accrued sick leave into retirement service credits must be in increments of at least eight (8) hours, subject to a maximum annual limit of 280 hours.

(c) Employees desiring to convert unused accrued sick leave into retirement service credits shall submit a written request, on a form approved by the City, to the DAS Chief and City Manager on or before December 1 of each year. If the Employee meets all the conditions set forth in this section, the City must deduct the designated amount of sick leave from the Employee's account and proceed to purchase retirement service credits from PERS in an amount equal to the number of hours elected to be converted by the Employee.

(d) Upon retirement under PERS while employed by the City, an Employee may elect in writing to convert his or her unused accrued sick leave into retirement service credits up to a maximum of 680 hours.

(C) **FAMILY/MEDICAL LEAVE:** An Employee may be eligible for Family/Medical

Leave Act (hereinafter referred to as “FMLA”) leave subject to the provisions of City policy and Federal law to a maximum of twelve (12) weeks or four-hundred and eighty (480) hours in any twelve (12) month period. Employees may use accrued sick leave prior to requesting to be placed on FMLA leave. Use of accrued sick leave due to a qualifying FMLA event as evidenced by supporting medical documentation from a physician shall not penalize an Employee.

(D) The City Human Resources Department will administer this leave and any leave granted is subject to requested and submitted medical documentation. All medical documentation will be maintained in strictest confidence by the City Human Resources Department.

(E) Medical documentation may be requested by the City Human Resources Department following any Employee’s absence of more than three (3) consecutive days.

(F) In accordance with City policy, no sick time may be used when an Employee is not sick.

(G) **Workers’ Compensation:** Absence due to injury incurred in the course of employment for which a worker’s compensation claim has been filed and accepted by the City’s claims administrator must not be charged against an Employee’s sick leave for a period not to exceed ninety (90) calendar days from the date of injury and during the time the claim is open for benefits under NRS Chapters 616A, 616B, 616C, 616D or~~616~~ and 617, as may be amended. During this time, the DAS shall provide full salary to the Employee upon the condition that the Employee must endorse and deliver to the DAS Chief any benefits received pursuant to NRS Chapters 616A, 616B, 616C, 616D or~~616~~ and 617, as may be amended.

(1) If an Employee is released to light duty by his or her treating physician, the Employee agrees to return to work immediately and be placed on a light duty assignment.

(2) If an Employee is unable to return to full duty upon the expiration of ninety (90) calendar days, accrued compensatory leave will be used to supplement benefits in order to receive full salary. Such accrued compensatory leave must be charged only to the extent not reimbursed pursuant to NRS Chapters 616A, 616B, 616C, 616D or ~~616~~ and 617, as may be amended.

(3) When accrued compensatory leave has been exhausted and the Employee is still unable to return to work, accrued sick leave will be used to supplement benefits in order to receive full salary. Such accrued sick leave must be charged only to the extent not reimbursed pursuant to NRS Chapters 616A, 616B, 616C, 616D or ~~616 and~~ 617, as may be amended.

(4) When accrued sick leave has been exhausted and the Employee is still unable to return to work, accrued annual leave will be used to supplement benefits in order to receive full salary. Such accrued annual leave must be charged only to the extent not reimbursed pursuant to NRS Chapters 616A, 616B, 616C, 616D or ~~616 and~~ 617, as may be amended.

(5) When accrued annual leave has been exhausted, the Employee will not receive additional compensation from the DAS.

(6) If an Employee is leaving the City's employment because the work related injury has resolved in a permanent restriction which does not allow the Employee to return to the job classification held at the time of the injury, he or she will receive a lump sum payment of any accrued compensatory time, sick leave or annual leave that he or she may be eligible to receive pursuant to the pay-out provisions of this Agreement, up to and including the date it is determined that permanent light duty is not available with the City. Employment with the City will be terminated at that time.

(7) Employee benefits, sick leave and annual leave will continue to accrue as long as the Employee is eligible for fully salary as provided above.

(H) PHYSICAL AGILITY INCENTIVE: Any Employee who passes the P.O.S.T. physical agility certification in the month of May will be entitled to a cash bonus of one thousand dollars (\$1,000.00).

The City shall conduct the P.O.S.T. physical agility test during regular business hours in the month of May each year. The date and time of the test must be posted on the DAS bulletin and briefing boards and the Association bulletin board not less than thirty (30) days in advance. An Employee is entitled to release time to complete the test and any needed uniform change or grooming after the test using the DAS provided locker rooms ~~for a maximum of 45 minutes~~. The test should be conducted at times to allow the maximum number of Employees to take the test with

minimal schedule disruption (i.e., end of day shift, before swing shift, or end of graveyard, before day shift, or both).

(I) CATASTROPHIC LEAVE:

(1) An Employee is eligible for catastrophic leave if he or she is unable to perform the duties of his or her position because of a serious, non-industrial, non-work-related illness or accident which is life threatening or which will require a lengthy convalescence.

(a) “Lengthy Convalescence” means a period of disability which an attending physician determines will exceed ten (10) weeks.

(b) “Life Threatening” means a condition which is diagnosed by a physician as creating a substantial risk of death.

(2) —Establishing the catastrophic leave account:

(a) The City Manager may establish an account for catastrophic leave for Employees and all City employees.

(b) An Employee may request, in writing, that a specified number of hours of his or her accrued sick leave be transferred from his or her account to the catastrophic leave account.

(c) An Employee may not transfer to the catastrophic leave account any hours of sick leave if the balance in his or her account after the transfer is less than 240 hours. Sick Leave will be transferred at the rate of one (1) hour for one (1) hour credit donated.

(d) The maximum number of hours which may be transferred in any one calendar year is 100. The minimum number of hours which may be transferred in any calendar year is 24 hours. Leave will be placed in a pool. However, an Employee may transfer hours as a donation to the catastrophic leave account for use by a particular Employee or City employee who is eligible to receive the donated hours.

(e) Any hours of sick leave which are transferred from any Employee’s account to the catastrophic leave account may not be returned or restored

to that Employee. This paragraph does not prohibit an Employee from receiving leave pursuant to this Article.

(3) —Request for catastrophic leave:

(a) An Employee who suffers a catastrophe as described in Section I may request, in writing, that a specified number of hours of leave be transferred from the catastrophic leave account to his or her account. The maximum number of hours that may be transferred to an Employee pursuant to this subsection is 320 per catastrophe. Catastrophic leave may not be used when the subject of the catastrophe is a member of the Employee's immediate family. Catastrophic leave is limited to catastrophes which befall the Employee.

(b) A request for catastrophic leave must include:

- (1)** The Employee's name, title and classification; and
- (2)** A description of the catastrophe and the expected duration of that catastrophe.

(c) An Employee may not receive any leave from the catastrophic leave account until he or she has used all of his or her accrued annual, sick and other paid leave.

(d) An Employee who receives leave from the account for catastrophic leave is entitled to payment for that leave at a rate no greater than his or her own rate of pay.

(4) —Approval of transferring the catastrophic leave:

(a) The City Manager or his or her designee may approve the transfer of a specified number of hours of leave from the catastrophic leave account to the account of any Employee or City employee who is eligible to receive such leave.

(b) The decision of the City Manager or his or her designee concerning the approval of leave pursuant to this Article is final and is not subject to the grievance procedure, judicial review or review by the City Board of Supervisors.

(5) —Review of status of catastrophe; termination of leave; disposition of hours

not used:

(a) The City Manager or his or her designee shall review the status of the catastrophe of an Employee and determine when the catastrophe no longer exists. This determination is final and not subject to the grievance procedure, judicial review or review by the City Board of Supervisors.

(b) The City Manager or his or her designee shall not grant any hours of leave from the catastrophic leave account after:

(1) The catastrophe ceases to exist; or

(2) The Employee who is receiving the leave resigns or his or her employment with the City is terminated.

(c) Any leave which is received from the catastrophic leave account which was not used at the time the catastrophe ceases to exist or upon the resignation or termination of the employment of the Employee must be returned to the catastrophic leave account.

(6) —Maintenance of records on catastrophic leave.

The City Human Resources Department shall maintain the records and report to the City Manager any information concerning the use of a catastrophic leave account to evaluate the effectiveness, feasibility and the cost to carry out the provisions of this Article.

(7) —Substantiation of Catastrophic Condition:

The City Manager or his or her designee may require written substantiation of the catastrophic condition which is life threatening or which will result in a lengthy illness by a physician of his or her choosing.

The cost of such written substantiation must be borne by the Employee.

(J) BEREAVEMENT LEAVE:

(1) Ten (10) days of full salary will be allowed an Employee for each death of a member of the immediate family as defined below. Such leave shall be charged to the employee's earned sick leave.

(2) Immediate family means a person related to the Employee within the first or second degree of consanguinity or affinity as outlined on the chart in section

281A.310 of the Nevada Administrative Code, as may be amended.

Article 12. GROUP HEALTH INSURANCE

(A) All Employees, except those on temporary status and those excluded from enrollment by the terms and conditions of the insurance contract, may enroll in the City's group health insurance plan, and will be covered after a waiting period in accordance with City policy.

(B) EMPLOYER-EMPLOYEE SHARE OF PREMIUM

(1) DAS shall pay one-hundred (100) percent of the Employee's premium for a group health insurance plan and sixty-five (65) percent of the Dependent's premium for a group health insurance plan for the cost of the plan selected by the Employee except that the City will only pay 50% of dependent coverage if the Employee elects coverage under the high deductible plan. If the City only offers a high deductible plan to its employees, then the Employees covered under this Agreement will receive a subsidy of 65% toward the covered dependent's group health insurance premiums under that plan.

(2) An Employee will have the option of converting the health insurance coverage at the time of his or her separation from employment with the DAS by commencing to pay 100% of the total premium. The City will pay 90% of the retired Employee's group health, dental, vision and life insurance medical coverage premiums plus 50% of -his or her spouse's and eligible dependents' health, dental, vision and life insurance premium except as otherwise provided below. The City agrees to cover eligible retired Employees and their dependents, as the term "dependents" is defined in the City's group health insurance plan in existence on the date of retirement, under the City's group health insurance plan offered to active City employees, as modified from time-to-time.

(a) In order to be eligible for the benefits provided in this section, the Employee must have: (1) a minimum of 20 years of full time service with the City; ~~(2) reached at least 47 years of age;~~ and ~~(3)~~ actually retired under the PERS retirement qualifications in existence on the date of the

~~retirement. If an Employee retires prior to age 47 and meets the requirements of (1) and (3) in the previous sentence above, the Employee will be eligible for the benefits as provided in this section upon attaining the age of 47 and, prior to age 47, will be entitled to continue as a retiree on the City's group insurance plan and be entitled to payment for insurance which the Employee qualifies pursuant to this section, and for which the Employee would otherwise qualify had the Employee not been covered under this Agreement, provided that the Employee retiring before age 47 must continue coverage under the City's group insurance plan in order to be qualified for the benefits in this section upon attaining age 47.~~

(b) The City shall pay premiums at the percentages set forth above in this section for:

(1) A retired Employee from the effective date of PERS retirement until death: After the retired Employee reaches the eligibility age for federal benefits under Medicare or age 65, whichever occurs first, the health insurance coverage premium paid by the City on behalf of the retired Employee will be reduced to either: (1) 50% of the "single employee with Medicare premium;" or (2) the payment to which the retired Employee would otherwise be entitled under the then existing City policy or regulation providing for insurance payments for retired City employees if the retired Employee had been eligible for insurance contribution under that policy or regulation. At the retired Employee's sole discretion, the retired Employee shall elect between these two options at the time of Medicare eligibility. Under either option, such coverage under the City's group insurance plan is secondary to Medicare coverage. In the event Medicare age has been increased beyond age 65, the 50% payment described in this subsection will apply to the "Employee without Medicare" premium. In the event the City eliminates its policy or regulation for subsidizing payment of a retired Employee's health insurance, any retired Employee who elected option (2) as

described in this subsection will automatically revert to receiving the benefit in option (1) as described in this subsection. In order to receive payment under either option (1) or (2) as described in this subsection, the retired Employee must comply with any requirements pertaining to Medicare that are imposed by the City's insurance carrier as a precondition to being eligible to qualify as a retired Employee covered by the insurance plan, as may be modified from time-to-time or as required by law.

(2) The spouse of a retired Employee (current at time of the Employee's separation from the City) until death or divorce: After the spouse reaches the eligibility age for federal benefits under Medicare or age 65, whichever occurs first, the health insurance coverage premium paid by the City on behalf of the spouse will be reduced to 25% of the "single dependent with Medicare" premium. After reaching the eligibility age for federal benefits under Medicare, such coverage under the City's group insurance plan is secondary to Medicare coverage. In order to receive payment once the spouse has reached the eligibility age for federal benefits under Medicare, the spouse must comply with any requirements pertaining to Medicare that are imposed by the City's insurance carrier as a precondition to being eligible to qualify as a spouse covered by the insurance plan, as may be modified from time-to-time or as required by law. In the event a retired Employee remarries after separation from the City, -his or her spouse will not be included in the health insurance premium subsidy.

(3) Dependents of the retired Employee (current at time of the Employee's separation from the City), as the term is defined by the provisions of the City's group health insurance plan in effect at the time of the Employee's separation from employment: After the dependent reaches the eligibility age or is otherwise eligible for

federal benefits under Medicare, or age 65, whichever occurs first, the health insurance coverage premium paid by the City on behalf of the dependent will be reduced to 25% of the “single dependent with Medicare” premium. After reaching the eligibility age for, or if otherwise eligible for federal benefits under Medicare, such coverage under the City’s group health insurance plan is secondary to Medicare coverage. In order to receive payment once the dependent has reached the eligibility age for or is otherwise eligible for federal benefits under Medicare, the dependent must comply with any requirements pertaining to Medicare that are imposed by the City’s insurance carrier as a precondition to being eligible to qualify as a dependent covered by the insurance plan, as may be modified from time-to-time or as required by law.

(4) In the event of the death of the retired Employee, the spouse of the Employee will continue to receive the subsidy benefit until the spouse’s death or remarriage, subject to the requirements in subparagraph 2 of paragraph (b) of section (2) above. Dependents, as that term is defined in subparagraph 3 of paragraph (b) of section (2) above, will continue to receive benefits in the event of death of the retired Employee as long as they meet the definition of dependents in the City’s group health insurance plan in effect at the time of the Employee’s retirement.

(5) In the event of a catastrophic injury or medical illness which forces an Employee who has not reached 20 years of full-time service with the City ~~and age 47~~ to retire from service of the DAS under NRS Chapters 616A, 616B, 616C, 616D or ~~and~~ 617, as may be amended, or as a PERS disability retirement, this benefit will be prorated for the Employee at 5% per year of service after the Employee has worked for the City for 10 years, up to a maximum of 90% and subject to the provisions of subparagraph 1 of paragraph

(b) of subsection (1) above concerning the Employee reaching the eligibility age for or being otherwise eligible for federal benefits under Medicare, or age 65, whichever occurs first. Ten (10) years starts at 50%. The benefit under this subparagraph 5 does not apply to spouses or dependents of an Employee and does not trigger any spousal or dependent benefits under this Article.

(c) If the benefits provided to a retired Employee, his or her spouse or dependents under subsection (2) of section (B) are modified (reduced or eliminated) in the future by mutual agreement of the City and the Association, including binding fact-finding or interest arbitration pursuant to NRS Chapter 288, such modification will not apply to any retired Employee or his or her spouse or dependents then receiving the benefits, and the retired Employee or his or her spouse or dependents will continue to receive the benefit on the basis specified by this Agreement in effect as of the date of the Employee's retirement.

(C) -The provisions of this Article are made in exchange for a permanent 2% reduction in the cost of living increase that -was due July 1, 2013 in the Employees' biweekly base salary and is therefore in effect on this same date. If the retirement benefits provided for in this Article are eliminated, the 2% permanent reduction in the Employees' biweekly base salary will be restored on the effective date of elimination of -these benefits and -will include compounded interest (based on prime rate) accrued from July 1, 2013 to and including the date of the benefits elimination.

(D) Nothing contained in paragraph (2) of subsection (B) is intended to revoke, repeal, replace or otherwise modify the rights created in section (C).

(E) An Employee on leave without pay may continue the group health insurance coverage for a maximum period of one (1) year by making application to the City Human Resources Department and enclosing a certified check payable to the City.

(F) The City agrees that any changes in medical insurance benefits will be made in accordance with Nevada law.

(G) Employees and their dependents (husbands, wives and children) will not be billed for any ambulance fees charged by the City Fire Department which are not covered by insurance.

Article 13. GROUP LIFE INSURANCE

The City shall pay one hundred percent (100%) of the premium for a fifty thousand dollar (\$50,000) policy or policies of that value in the aggregate of Group Term Life Insurance for each Employee.

Article 14. ASSOCIATION DUES AND PAYROLL DEDUCTION PRIVILEGES

(A) An Employee may authorize payroll deductions for the purpose of paying the Association dues. Upon the execution of the proper personnel payroll document filed with the City Finance Department, and coinciding with the commencement of a payroll period, the City agrees to deduct from the wages of the Employee on a biweekly basis such sums as the Employee may specify for Association dues and any other appropriate deductions that are eligible for payroll deduction.

(B) The Association shall indemnify, defend and hold harmless the City against any claims made and against any suits instituted against the City on account of any action taken or not taken by the City in good faith under the provisions of this Article. The Association agrees to refund to the City any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

(C) An Employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the deducted Association dues. When a member in good standing of the Association is in non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. If an Employee is in non-pay status during

only part of the pay period and his or her wages are not sufficient to cover the full withholding, no deductions will be made. All other legal and required deductions have priority over Association dues.

Article 15. EMPLOYEE GRIEVANCE PROCEDURES

(A) Any dispute, claim, or grievance arising out of or relating to the working conditions or the interpretation or the application of this Agreement must be settled in the following manner:

(B) An Employee Grievant who alleges a violation of any provision of this Agreement shall submit a written grievance to the City Human Resources Director not later than fifteen (15) working days from the date of the alleged violation. As used in this Article, “working day” means Monday through Friday, excluding state and federal holidays. Not later than five (5) days after receipt of the written grievance, the City Human Resources Director shall direct the parties to proceed to non-binding mediation. Such mediation must be held as soon as reasonably practicable after issuance of the written notice provided by the City Human Resources Director unless mutually agreed upon by the City and the Association. If the parties are unable to agree on a person to act as a neutral mediator, a request for a mediator must be made to the Federal Mediation and Conciliation Services by either party. Any costs of mediation must be split equally between the Association and the City. If the parties are unable to resolve the issue through mediation, the Employee Grievant may, not later than ten (10) working days after the date of mediation, submit the grievance to arbitration for resolution.

(C) If a grievance is not resolved through mediation, the grievance may be submitted to arbitration by notifying the other party in writing not later than ten (10) working days of the nonresolution. If a grievance is not submitted to arbitration after mediation, it shall be deemed denied or settled on the basis of the last administrative decision. The party requesting arbitration shall notify the other party within the ten (10) working day period. If the parties are unable to agree upon an arbitrator, the party initiating the arbitration must request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service or the American Arbitration Association. Failure to make a written request for a list within thirty (30) working days after notice to the other party will constitute a waiver of arbitration and a denial or settlement of the grievance on the basis of the last administrative decision. An Arbitrator must be selected in the matter

provided by NRS 288.200.

(D) An Arbitrator who is selected pursuant to section (C) shall convene a hearing as soon as reasonably practicable at the mutual convenience of the Arbitrator and the parties. Any expenses for witnesses or legal counsel for either party must be paid by the party producing such witnesses or retaining such counsel. A stenographic record must be taken of each hearing, unless otherwise agreed. The costs of the record, the arbitrator's fees and expenses must be assessed by the Arbitrator on either or both parties at his or her discretion.

(E) An Arbitrator who is selected pursuant to section (C) does not have the authority to amend or delete any of the terms of this Agreement or any of the City's or the DAS' rules, regulations and policies. A decision of the Arbitrator must be based solely on the evidence and arguments presented by the parties at the arbitration hearings, and the decision of the Arbitrator will be final and binding except as otherwise provided by law.

(F) Any time limits described in this Article are intended to expedite the grievance procedure. – The failure of an aggrieved Employee to comply with this Article within the established time limits constitutes a waiver of the grievance. Any time limits may be extended by mutual written agreement of the parties and which may not be unreasonably withheld by any party.

(G) Unless a grievance is submitted by the Association itself, the City Human Resources Director must notify~~DAS Chief must not settle or deny the grievance without first notifying~~ the Association that the grievance was filed. The Association has the right to intervene in any Employee grievance. If the Association has not demanded arbitration, it is not responsible for any fees or expenses as described in section (D). If an Employee demands arbitration, an Arbitrator may require the payment of one-half of the estimated cost of the arbitration in advance of any hearing. If the payment is not made, the grievance shall be deemed denied or settled on the basis of the last administrative decision.

Article 16. BILL OF RIGHTS

This Agreement hereby adopts and incorporates by reference the provisions of NRS Chapter 289, also known as the Peace Officers Bill of Rights, as they may be amended from time to time.

Article 17. PAYMENT UPON DEATH OF EMPLOYEE

If an Employee dies while owed compensation by the City, the City will pay the compensation owed pursuant to the terms of this Agreement.

Article 18. DEPARTMENTAL TRAINING COURSES

(A) Upon approval of the DAS Chief and if budgeted department training funds are available, Employees will be reimbursed for reasonable tuition, books, and consumable educational materials costs for educational training courses that meet the following conditions:

- (1) The training is directly related to the required skill or education for the Employee's current position. No reimbursement can be made for promotional preparation except for those Employees who are pursuing their certification for P.O.S.T. I, P.O.S.T. II or P.O.S.T. III levels.
- (2) The training is in accordance with the DAS training program.
- (3) The costs are borne by the Employee and any support, grant, assistance provided or assumed by another institution, government agency, scholarship or grant-in-aid will be deducted from any reimbursement amount.
- (4) The course is taken from a recognized and accredited school or P.O.S.T. certified program and the Employee presents evidence of successful attendance and completion of the training before reimbursement is considered for approval by the DAS Chief.
- (5) The Employee provides written, official documentation of the costs of tuition, books, and consumable education materials actually used as a requirement of the course at the time he or she requests reimbursement.
- (6) The decision of the DAS Chief about the relatedness to current job performance is final and not subject to grievance by the Employee under this Agreement.

(7) The decisions of the City Director of Human Resources about the recognition and accreditation of the school or program, and the decisions of the City Director of Finance about the adequacy of the documentation regarding reasonable costs and successful completion, are final and not subject to grievance by the Employee under this Agreement.

(B) Training and courses taken by an Employee under the provisions of this Article must normally be taken on the Employee's personal time. However, the DAS Chief may grant annual leave or administrative leave on a case-by-case basis depending on the DAS Chief's assessment of the contribution that the training will provide to current job performance. The DAS Chief may not grant administrative leave in excess of 40 hours in a fiscal year for any single course under any circumstance.

(C) Training at the direction of the DAS Chief will be at the DAS' expense and time and related travel by the Employee will be governed by the Fair Labor Standards Act and the City's travel policies.

Article 19. SHIFT DIFFERENTIAL

An Employee whose assigned shift requires working between 6 p.m. and 6 a.m. will receive, in addition to the compensation provided in the salary schedule in effect, shift differential in the amount of \$1.50 for each hour actually worked between 6 p.m. and 6 a.m. Periods of paid and unpaid leave or holiday hours not worked are not eligible for shift differential.

Article 20. SAFETY

The City shall make every reasonable effort to provide and maintain a safe place of employment. The Association shall urge all Employees to perform their work in a safe manner. Employees shall be alert to unsafe practices, equipment or conditions and report same to their immediate supervisors.

It is within the sole discretion of an Employee, when performing field duties, to determine whether he or she can perform the duties solo (by himself or herself) or whether it requires the

assistance of another Employee. Not less than two Employees must be assigned to the same shift to facilitate assistance of one another. A DAS unit must be comprised of not less than two (2) Employees whenever the unit is required to perform duties outside of the City, when directly interacting with violent offenders or when directly interacting with persons of the opposite sex. If another Employee is unavailable as the result of annual or other leave, the Employee requesting assistance may elect to request assistance from another law enforcement agency.

Article 21. DISCIPLINARY ACTIONS

Per the City's policy, disciplinary action must be administered on a progressive basis for just cause unless circumstances warrant more escalated discipline.

(A) WARNING AND REPRIMAND: Whenever an Employee's performance falls below standard, the supervisor must inform the Employee promptly and specifically in writing of any deficiencies. If appropriate and justified, following a discussion of the matter with the Employee, a reasonable period of time of not less than thirty (30) days will be allowed for improvement or correction before initiating progressive discipline. In situations where oral or written warning has not resulted in a correction of the condition or where more severe initial action is warranted, a written reprimand must be sent to the Employee and a copy placed in the Employee's personnel file that is maintained by the City Human Resource Department.

(B) SUSPENSION: If the written reprimand is not effective, or in those cases where the seriousness of the offense or condition warrants, an Employee may be suspended without pay, for cause, by the DAS Chief, or his or her designee, for a period not to exceed thirty (30) working days.

(C) INVOLUNTARY DEMOTION AND DISMISSAL: When other forms of disciplinary or corrective action have proved ineffective or when the seriousness of the offense or condition warrants, the appointing authority may demote or dismiss for cause.

(D) NOTICE OF SUSPENSION, INVOLUNTARY DEMOTION OR DISMISSAL: The DAS Chief's decision regarding a suspension of more than ten (10) working days, involuntary demotion or dismissal must be given to the Employee in writing specifying the

action to be taken, detailing the grounds upon which the action is based, including specification of standards, rules, regulations or policies violated and date of action taken, which must not be earlier than five (5) working days from the date of delivery of the Specificity of Charges to the Employee.

Receipt shall be deemed to be the date of personal delivery of the notice to the Employee. The DAS Chief may elect to serve notice upon the Employee by mail, in which case the notice must be mailed to the Employee at his or her last known address via registered or certified mail, return receipt requested. Receipt shall be deemed to be the date of delivery as indicated on the return receipt of the registered or certified mail. If the notice is returned to the sender, receipt shall be deemed to be on the third day after the date of mailing the notice.

(E) SPECIFICITY OF CHARGES:

(1) Before any disciplinary action can be taken under section (B) or (C), the Employee to be so disciplined must be provided with a Specificity of Charges that includes a statement of facts describing the conduct for which discipline can be imposed, together with a statement of specific rules, regulations, ordinances, laws or policies violated.

(2) The Specificity of Charges must be signed by the DAS Chief or his or her designee.

(3) The Employee who is subject to the discipline must be given an opportunity to sign the Specificity of Charges. The Employee's signature, however, does not constitute an admission of guilt. The signature is merely acknowledgment of receipt of the Specificity of Charges.

(F) GRIEVANCE REVIEW OF DISCIPLINARY ACTIONS: All disciplinary actions of Employees are subject to review by appeal through the grievance procedures set forth in Article 15.

Letters of hearing or reprimand not appealed through the grievance procedure at time of issue are nevertheless subject to evidence of mitigation or aggravation in any disciplinary action, in which such letters are a basis for, or are offered in support of, all subsequent disciplinary action.

Disciplinary documents will be of no force or effect twelve (12) months after the date of issue and must be removed from personnel files at that time upon request by the Employee, provided that the same or similar conduct which gave rise to the disciplinary action or related misconduct has not reoccurred.

Article 22. DUTY TO DEFEND

The City has a duty to defend any Employee named as a defendant in any action arising out of the scope or performance of employment duties, along with the tender of a defense on behalf of the Employee with adequate notice and participation in all aspects of proceedings, including any compromise and settlement, trial, appeal up to and including final disposition subject to the provisions of NRS. The City shall hold harmless and indemnify any Employee named in any and all claims, judgments, losses and demands as a result of such actions.

Article 23. RETIREMENT CONTRIBUTIONS

(A) All Employees covered by this Agreement will be covered by PERS under benefits granted to Firemen/Policemen, pursuant to NRS Chapter 286.

(B) The City agrees to make health insurance coverage available to all members who retire from the DAS and who are eligible to receive retirement benefits.

~~(C) Employees who have reached the age of seventy (70) years will be eligible for continued employment on a year to year basis upon the recommendation of the DAS Chief and approval of the City Board of Supervisors.~~

(~~C~~) Employees shall be retired from employment with the City in accordance with the provisions of this Article and NRS Chapter 286.

(~~D~~) If PERS or the Nevada State Legislature takes any single action to increase the total contribution rate for the Police and Firefighter's Retirement Fund in an amount of 1.5% or less, the City will pay one half of the increase up to .75%, and the Employee's salary will be reduced by one half of the increase up to .75%. However, the City will increase the Employee's salary on the effective date of the reduction in salary in an amount equal to the reduction made to the Employee's salary.

(~~F~~E) If PERS or the Nevada State Legislature takes any single action to increase the total contribution rate for the Police and Firefighter's Retirement Fund in an amount that exceeds 1.5%, the City will pay one-half of the increase and the Employee's salary will be reduced by one-half of the increase. However, the City will increase the Employee's salary .75% on the effective date of the reduction. Any amount over 1.5% will be split equally between the City and the Employee.

Article 24. UNIFORM ALLOWANCE

(A) The City shall pay each Employee a uniform allowance of ~~\$1,000.00~~ \$1,700.00 per year with semi-annual payments included with the first paycheck of June and the first paycheck of December. This uniform allowance shall be deemed to cover the full cost of original purchase, replacement and upkeep of the Employee's uniform during the time of his or her employment with the City. If the DAS Chief alters, modifies or changes in any way the existing uniform requirements, the City will bear the full cost of any such alternations, modifications or changes in the existing uniform requirements.

(B) The City shall purchase uniforms and other gear, required but not issued by the DAS, for each new Employee. An Employee for whom such purchases have been made will not receive the uniform allowance on the first two occasions when such checks are issued after the date of his or her hire.

(C) The City shall purchase body armor and one body armor cover for each Employee once every five (5) years, with such expenditure not to exceed ~~\$800.00~~ \$1,250.00 per Employee. The cost of the body armor purchased must be paid by the DAS directly to the vendor of such body armor upon presentation to the DAS Chief or his or her designee a receipt for the purchase. ~~The purchase of body armor pursuant to this section applies to 25% of the covered Employees each year of this Agreement. The Association shall provide to the DAS a list of those Employees eligible during each year of this Agreement.~~

(D) The DAS shall pay up to ~~\$800.00~~ \$1,250.00 for the purchase of body armor for each new Employee hired. The Employee must purchase the vest from a supplier approved by the DAS Chief. The DAS shall make payment directly to the supplier. An Employee who obtains body armor pursuant to this section and who is not employed beyond the end of his or her probationary period for any reason must return the vest or the amount subsidized by the DAS to the DAS upon

his or her separation from service.

(E) In the event an Employee loses or damages any uniform, equipment, watch or eyeglasses in the performance of duties which is not caused by the Employee's own negligence, the DAS must reimburse the cost of the lost or damaged item as follows:

- (1) Watches and sunglasses: up to ~~\$100.00~~~~\$50.00~~ each per incident.
- (2) Prescription glasses: ~~up to a maximum of \$300 per incident~~~~\$100.00 plus 50% of cost over \$100.00 up to a~~ ~~maximum of \$300.00 per incident.~~
- (3) All other items: ~~\$400.00~~~~\$200.00~~ total per incident.

(F) In order to receive benefits under this Article, an Employee must report any claims prior to the end of his or her shift during which the incident occurred, unless such report is not possible or practical at that time. Employees must turn in all damaged equipment or clothing for reimbursement. Items will be replaced with like-kind or cost-equivalent value.

Article 25. ADDITIONAL PAY

(A) **FIELD TRAINING OFFICER:** Any Employee assigned as a Field Training Officer will receive special assignment pay of 5% of base pay for the duration of the assignment, unless the assignment is to train a Reserve. An Employee assigned to train a Reserve Officer will receive the 5% special assignment pay on the days the Employee is actually training the Reserve Officer. Assignment as a Field Training Officer is not a promotion. Assignment and rescinding the assignment of a Field Training Officer is solely within the discretion of the DAS Chief and is not subject to appeal through the grievance or other process.

(B) **ON-CALL PAY:** An Employee assigned to on-call status by the DAS Chief will receive twelve (12) hours of paid or compensatory time for each work week assigned. An Employee assigned to on-call status of less than one (1) workweek will not receive twelve (12) hours of compensatory time, but will receive \$1.50 for each hour the Employee is on on-call status pursuant to this Article. While assigned to on-call status, the Employee must remain within a 60 minute response time to the DAS office and must be available at all times via telephone. An

Employee will only be required to be on-call one (1) week in any four (4) week period, except as assigned by the DAS Chief for emergency operational needs or as agreed by the Employees.

(C) **STANDBY PAY:** An Employee who is requested to be on standby status will be paid at the rate of fifteen percent (15%) of his or her regular hourly rate of pay for each hour, or fraction thereof, placed on standby status. \$1.50 per hour for each hour of standby status.

(D) **EDUCATION PAY:** An Employee who has attained an Associate's degree will receive a 2.5%~~2.0%~~ pay increase. An Employee who has attained a Bachelor's degree will receive a 5.0%~~4.0%~~ pay increase. An Employee who has attained a Master's degree will receive a 5.5% pay increase. The education incentive pay shall only be paid for the highest degree earned and shall not be cumulative. An Associate's, ~~or~~ Bachelor's or Master's degree must be earned at a fully accredited college, community college, university or other institution acceptable to the City. To be eligible for the education incentive pay, the Employee must provide to the DAS Chief a copy of the degree awarded from the institution. An Employee is eligible for this education incentive pay once he or she has successfully completed his or her probationary period as a new Employee.

(E) **P.O.S.T. INCENTIVE PAY:** An Employee who attains a Nevada Intermediate, Advanced or Management P.O.S.T. certificate will receive the following proficiency pay bi-annually on the first pay day of July and December of each calendar year:

- (1) Intermediate P.O.S.T. Certificate: \$250.00;
- (2) Advanced P.O.S.T. Certificate: \$500.00; or
- (3) Supervisory/Management P.O.S.T. Certificate: \$750.00.

The P.O.S.T. proficiency pay shall only be paid for the highest certificate earned and shall not be cumulative.

(F) **LONGEVITY:** After six (6) years of service with the DAS, an Employee will receive \$200.00 semi-annually payable on the first payday of June and the first payday of December. For each additional year of service after six (6) years, the Employee will receive an

additional \$25.00 semi-annually payable in the same manner. To illustrate, an Employee in his or her 7th year of service will receive \$200.00 semi-annually, and an Employee in his or her 8th year of service will receive \$225.00 semi-annually. This longevity package is capped at twenty-five (25) years of service.

(G) RESPONSIBILITY PAY:

(1) An Employee will receive responsibility pay in the amount of 5% of his or her base rate of pay if the DAS Chief assigns the Employee to:

(a) Work in a job classification higher than that of which the employee is assigned; ~~or~~

(b) Perform instructional duties, including, without limitation, instruction on defensive tactics, ~~and~~ firearms, taser or baton ~~instruction, for the duration of the assignment; or~~

(c) Work in the job classification of Marshal/Bailiff.

(2) Such responsibility pay as set forth in subsection (1) is required for the duration of the assignment and terminates when the assignment is completed or revoked, as determined by the Chief or his or her designee. An Employee is entitled to receive the 5% for each additional assignment given to him/her by the DAS Chief.

(3) As used in this section:

(a) “Assigned” means that an Employee has been ordered, directed, required, or requested by a supervisor to perform additional responsibilities.

(b) “Duration” shall be deemed to include time that is necessary to prepare for an assignment and any time that is used for training or coursework that is required to maintain certification in the area in which the Employee will be assigned to perform instructional duties. Any time spent on instructional duties must be accounted for by an Employee in increments

of a quarter (0.25) hour.

- (4) An Employee must perform all assigned additional responsibilities to be eligible for responsibility pay pursuant to this section.

(H) **SPANISH PAY:** An Employee who is expected to fluently speak, read or write in Spanish in the performance of his or her job duties, will receive two and one-half percent (2.5%) of his or her base salary. The DAS Chief has the authority to determine whether the use of Spanish is expected. The DAS Chief may require testing to determine whether an Employee is fluent in Spanish so as to be eligible to receive this benefit.

Article 26. LAYOFF POLICY AND PROCEDURE

I. DEFINITIONS FOR THIS POLICY ONLY

(A) **Break In Service.** A break in service occurs when an Employee resigns, is discharged for cause or retires. However, city seniority accrued prior to layoff will be continued upon recall and re-employment. Job classification seniority may be continued provided that the Employee is rehired into the same job classification. If there is a voluntary interruption or break in service, seniority will commence as of the date of last entrance into City service. Leaves of absence will not be considered as breaks in service.

(B) **City Seniority.** An Employee will have city seniority as of the date of hire following the successful completion of the initial probationary period as a new Employee.

(C) **Divisions.** A “division” means a clearly established first sub-unit of the DAS which has been determined by the DAS Chief.

(D) **Job Classification Series.** A “job classification series” means the normal line of progression from trainee, entry or preparatory levels to supervisory or administrative levels within a job specialty. The minimum qualifications, tests for fitness, and the duties and responsibilities are similar but different in level. Class series also includes all positions which an Employee has

previously held within the DAS.

(E) **Job Classification Seniority**. An Employee will have job classification seniority as of the date of appointment to the job following the successful completion of the probationary period as a new Employee.

(F) **Regular Employee**. An Employee who has completed the probationary period, but is serving a new probationary period, is considered a regular Employee for layoff purposes. If an Employee has been employed in a class series for a period of time equivalent to the minimum required to complete a probationary period, but because of promotions within that class series the Employee has never completed a probationary period, the Employee will for layoff purposes be considered a regular Employee.

(G) **Seniority**. Seniority will be calculated on the basis of calendar days of continuous service.

II. **PROCEDURES**

(A) **Determination of job classifications to be Affected by Layoffs**. The DAS Chief will determine which job classifications will be subject to layoffs.

(B) **Notice to Bargaining Unit**. Whenever it is determined that a layoff of Employees may occur because of lack of work or funds, the City Manager or his or her designee shall, not less than seven (7) calendar days before the effective date of the layoff, provide to the Association written notice of the layoff which must include the specific reasons such action is necessary and the estimated length of the layoff period.

(C) **Sequence of Layoff**. Within the job classifications selected for layoff, the following sequence of layoff will occur:

- (1) Probationary Employees will be laid off first.
- (2) Regular Employees will be laid off only after layoffs of probationary

Employees have been exhausted.

(D) **Notice of Layoff.** All Employees to be laid off will be given written notice of such layoff at least thirty (30) calendar days before the effective date of the layoff.

(E) **Vacancies.** Whenever possible, an Employee who has been laid off pursuant to this Article will be permitted to fill an available vacancy if the Employee meets the minimum qualifications of the vacancy and successfully completes any necessary tests. If the vacant position is offered to an Employee who has been laid off pursuant to this Article, the Employee must submit his or her decision in writing to the City Human Resources Department within seven (7) calendar days of the offer.

(F) **Bumping.**

(1) Any regular Employee who is to be laid off may elect to replace an Employee or other City employee in a lower level of the same classification series if the bumping Employee:

(a) Has more City seniority than the Employee or City employee being bumped; and

(b) Meets the minimum occupational qualifications.

(2) An Employee electing to exercise bumping rights shall assume the grade of the Employee or City employee being bumped and the step closest to his or her existing salary at the time of the layoff.

(3) Any employee who is bumped shall have the right to exercise bumping rights in accordance with the provisions of this section. The decision to bump must be submitted in writing within seven (7) calendar days of notification.

(4) Those Employees laid off within the DAS who have attained their present positions by promotion or appointment through the affected class series will have employment rights at the next lower level within the DAS and will become the senior member in the lower class.

(G) **Seniority.** Whenever it is determined that a layoff of Employees will occur, the

City will provide to the Association at the Association's request the current city seniority lists and job series seniority lists for the jobs being affected.

(H) **Ties.** In the case of seniority or job classification ties, scores will be used to break it if available; i.e., highest score. If scores are not available, then lots will be drawn.

III. RECALL

(A) The name of an Employee who has been laid off must be placed on a reemployment list and will be recalled in the inverse order in which he or she was laid off. An Employee on the list will be offered appointment to an opening in the job classification or equivalent job classification or any vacancy for which he or she is qualified and no new Employee will be hired until all qualified Employees on layoff status desiring to return to work has been offered the position. Employees must provide the DAS Chief and the City Human Resources Department with any address change while waiting for recall.

(B) Notice of recall will be made in writing by certified mail to the Employee's address of record.

(C) An Employee who is sent a notice of recall must respond within ten (10) working days of the receipt of the notice of certification for recall.

(D) An Employee recalled to his or her former or equivalent job classification must report for re-employment on the date established by the department administrator or be considered to have abandoned his recall rights so long as said date is beyond ten (10) working days from the date of receipt of the recall notice.

(E) An Employee recalled to a job classification with a lower salary rate than his or her previous job classification may refuse such position and remain eligible for recall. In the event that an employee accepts such a position, his or her name will be removed from the re-employment list.

(F) An Employee on layoff accrues no additional sick leave or vacation time.

Article 27. COURT TIME

An Employee who appears to testify pursuant to a subpoena in any criminal court or administrative proceeding that is required by the Employee's job will receive his or her regular salary during the period of court or administrative testimony or pretrial conference required by the District Attorney. If said criminal court or administrative testimony is during the Employee's regular time off, he or she is entitled to a minimum of ~~two (2)~~ three (3) hours paid overtime pursuant to Article 8 of this Agreement, if the Employee has already worked in excess of forty (40) hours a week pursuant to Article 8 of this Agreement during the time scheduled for said court testimony. Court time includes time involved in obtaining evidence or other related matters at the DAS. The Employee must first obtain his or her supervisor's written approval in order to be eligible for overtime for any pretrial conference required by the District Attorney or for any time involved in obtaining evidence or other required matters at the DAS. Employees subpoenaed to testify by the District Attorney shall tender to the City any witness fees received. Employees who testify pursuant to a subpoena during his or her regular time off is not entitled to call-back pay pursuant to this Agreement. Employees who are not subpoenaed but are ordered to testify by the District Attorney or by the Employee's supervisor may be entitled to call-back pay pursuant to this Agreement. If the subpoena is canceled or the order to testify is rescinded prior to 7:00 p.m. the day before the court appearance or administrative proceeding, there shall be no entitlement to overtime pursuant to any provision of this Agreement. the off-duty Employee's departure for his or her court appearance, there is no entitlement to overtime pursuant to any provision of this Agreement.

Article 28. JURY DUTY

Any Employee of the City who is required to serve on any jury will receive his or her regular salary during the period of jury service, provided that he or she remits his or her compensation for such jury duty to the appropriate City department for deposit into the City's General Fund.

Article 29. MILITARY LEAVE

Any Employee who is an active member of the Nevada National Guard or any reserve component of the United States Armed Forces will be relieved from his or her duties upon request to serve under orders on training duty without loss of his or her regular compensation for a period not to exceed fifteen (15) working days in any calendar year. Any such absence will not be deducted from the Employee's accrued vacation.

Article 30. SAVINGS CLAUSE

(A) This Agreement is the entire Agreement of the parties terminating all prior arrangements and practices and concluding current negotiations during the term of this Agreement. The City shall from time to time meet with the Association to discuss its views relative to the administration of this Agreement. The Association or the City Board of Supervisors may request discussions if it wishes.

(B) If any provision of this Agreement is found to be in violation of any state or federal law or regulation by a court of competent jurisdiction, that provision will be null and void but all other provisions of this Agreement will remain in force and effect. The parties hereto agree to renegotiate any such provision found to be in violation of state or federal law or regulation.

Article 31. ABSENCE OF DAS CHIEF

Any reference to the DAS Chief in this Agreement includes his or her authorized designee in the event the DAS Chief is absent or unavailable for any reason.

~~Article 32. FISCAL EMERGENCY~~

~~During the term of this Agreement, if after a noticed public hearing the City Board of Supervisors deems additional reductions are necessary to balance the budget, the parties agree to reopen this Agreement for the narrow and specific purpose of meeting and conferring over the~~

~~concerns identified, as needed, to prevent layoffs of any Carson City employee.~~

~~Upon notification by the representative of the City to the Association that there is a fiscal emergency as that term is described by NRS 288.150, the parties must meet within ten (10) days of the notification to commence negotiations. The City's representative shall include with the required notification all relevant financial data and other information which supports the existence of the fiscal emergency.~~

~~The requirements for the reopening of this Agreement must include, without limitation, measures of revenue shortfalls or reductions relative to economic indicators such as the Consumer Price Index, declines in actual ad valorem taxes, and decline in total revenues received by the City. This list is not intended to be exclusive of other economic factors.~~

~~The Association will be allowed, in a timely fashion, to audit any and all documents to ensure that a fiscal emergency does exist.~~

~~If the parties are unable to reach an agreement within ten (10) days from the first day negotiations begin, then either party may submit to expedited fact finding. Once the fact finder's recommendation is rendered, the parties must commence negotiations within five (5) working days. If the parties do not reach agreement within ten (10) working days after the fact finder's recommendation is rendered, then either party may submit to expedited binding arbitration. The decision of the binding arbitrator will be final.~~

~~The City shall not use the fiscal emergency process as an alternative to the normal collective bargaining process.~~

Article ~~3332~~. WORK DAY

(A) The scheduling of work days and work weeks is at the direction of the DAS Chief or his or her designee, provided that Employees have consecutive days off. Unless an emergency or unforeseen circumstances exist, as determined at the sole discretion of the DAS Chief, Employees will be scheduled to work a "4-10" work schedule consisting of four (4) consecutive days of ten (10) hours worked in each work week.

(B) At the request of either party, on or about November 1 and April 1 of each year, the

parties shall meet and review the effectiveness of the work day and schedules utilized and, if necessary, renegotiate the length of the work day.

(C) The DAS Chief shall provide not less than seven (7) days' notice to an Employee before implementing any change in his or her shift. This notice requirement may be waived upon mutual agreement of the DAS Chief and the Employee whose shift is intended to be changed.

Article ~~34~~33. ADOPTION AND DURATION OF AGREEMENT

(A) This Agreement is effective July 1, ~~2022~~17 and remains in effect until June 30, ~~2027~~4 unless amended as provided herein.

(B) This Agreement automatically renews from year to year thereafter. If either party desires to amend this Agreement, that party must notify the other party in writing of the Articles that the party desires to negotiate. The notice required by this section must be provided to the other party on or before February 1 of each calendar year.

(C) The parties shall promptly commence negotiations. If the parties have not reached agreement by April 10 of the year in which negotiations commence, either party may submit the dispute preventing agreement to an impartial fact-finder at any time for his or her findings. The fact-finder shall make recommendations of the unresolved issues.

(D) If the parties have not reached an agreement within ten (10) days after the fact-finder's recommendations, all issues remaining in dispute must be submitted to an arbitrator.

(E) The provisions of NRS Chapter 288 will govern fact-finding and arbitration between the parties.

(F) In the event that future agreements are not reached prior to July 1 of the applicable year, all awards rendered by the final binding arbitrator are retroactive to July 1 of the year in which negotiations commenced.

IN WITNESS WHEREOF, the City and the Association have caused these presents to be duly executed by their authorized representatives on the _____ day of June, 2022~~17~~.

CARSON CITY

FRATERNAL ORDER OF POLICE, ~~NORTHERN~~
~~NEVADA~~ LAS VEGAS LODGE #81, ON
BEHALF OF THE ALTERNATIVE
SENTENCING OFFICERS

By: _____
~~Robert B. Crowell~~ Lori Bagwell, Mayor
President
Negotiator

By: _____
~~Bob Motamenpour~~ _____,
~~Justin Ryba~~ Cody Peek, ~~Vice President~~ Lead

ATTEST:

~~Susan Merriwether~~ Aubrey Rowlett, Clerk/Recorder

Summary of Alt Sent Proposal

	Salaries	Benefits	Total		
FY2022	272,576.97	123,886.23	396,463.20	1,982,316.01	Base Contract
FY2023	316,411.38	143,808.97	460,220.35	63,757.15	16.08%
FY2024	358,708.28	163,032.91	521,741.19	61,520.84	13.37%
FY2025	405,747.65	184,412.31	590,159.96	68,418.76	13.11%
FY2026	451,414.20	205,167.75	656,581.95	66,422.00	11.25%
FY2027	501,790.62	228,063.84	729,854.46	73,272.50	11.16%
		Alt Sentencing Initial Proposal	<u>2,958,557.91</u>		
		Proposed Contract Increase	<u>976,241.90</u>		

Summary of City Proposal

	Salaries	Benefits	Total		
FY2022	272,576.97	123,886.23	396,463.20	1,982,316.01	Base Contract
FY2023	292,040.98	132,732.63	424,773.61	28,310.40	7.14%
FY2024	304,366.31	138,334.49	442,700.80	17,927.19	4.22%
FY2025	316,235.99	143,729.26	459,965.25	17,264.45	3.90%
FY2026	327,031.67	148,635.89	475,667.56	15,702.32	3.41%
FY2027	338,190.06	153,707.38	491,897.44	16,229.88	3.41%
		Final City Proposal Accepted	<u>2,295,004.66</u>		
		Negotiated Contract Amount	<u><u>312,688.64</u></u>		



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 16, 2022

Staff Contact: Sheri Russell, Chief Financial Officer

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed agreement for excess workers compensation and employer's liability insurance with Safety National Casualty Corporation for a total estimated premium of \$200,586 for Fiscal Year ("FY") 2023. (Sheri Russell, srussell@Carson.org)

Staff Summary: Staff is recommending excess workers compensation and employer's liability insurance with Safety National Casualty Corporation for FY 2023. The total premiums for FY 2022 were \$176,747 so this renewal is an increase of approximately 13.5% for FY 2023. The increase is based on a 3.2% increase in payroll and a rate increase not to exceed 10%. Premiums are estimated and subject to audit based on actual, rated payroll at the end of the policy term.

Agenda Action: Formal Action / Motion **Time Requested:** 5 Minutes

Proposed Motion

I move to approve the agreement as presented.

Board's Strategic Goal

Efficient Government

Previous Action

June 17, 2021 - The Board of Supervisors approved the FY 2022 excess workers' compensation and employer's liability insurance agreement.

Background/Issues & Analysis

The property and casualty insurance market continues to present challenges to buyers. Global insured catastrophic loss rose to \$112 billion in 2021. This follows record and above average catastrophic losses in recent years.

The markets for excess workers compensation coverage for risks with law enforcement, fire and presumptive benefit exposures are limited. USI Insurance Services marketed the City's coverage in FY 2022 and received declinations from four other markets, mainly due to municipal/presumptive exposures. Safety National increased their minimum premiums for municipal risks in 2021 and has provided a renewal quote for FY 2023. Estimated payroll increased by 3.2% with a premium rate increase not to exceed 10%.

Safety National maintains an A.M. Best financial rating of A+ (Superior) with more than \$2 billion in adjusted policyholder surplus. Safety National has been in the market for over 75 years and provides a full suite of online resources designed to help insured's build or enhance their safety and compliance programs as well as medical management resources and risk control services.

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Workers' Compensation Insurance Fund - Insurance Premiums
5800704-500512.

Is it currently budgeted? Yes

Explanation of Fiscal Impact: \$200,586 in estimated insurance premiums for FY 2023 (based on estimates in rated payroll, subject to audit at the end of each annual period). \$120,272 was budgeted in this account for FY 2023, City will need to augment \$80,314 from working capital during the first round of budget augmentations. The FY 2021 final working capital was \$3,161,480.

Alternatives

Do not approve the agreement and provide alternative direction to staff.

Attachments:

[Excess Workers Comp Renewal Summary FY 23.pdf](#)

Board Action Taken:

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

(Vote Recorded By)

USI Insurance Services

Excess Self-Insured Workers' Compensation and Employer's Liability Renewal Proposal

Policy Term: 7/1/2022 to 7/1/2023

Revised: **6/2/2022**

Expiring Coverage Terms

Coverage	Current Insurer	Exposures, Rating, Limits & Retentions	Expiring 2020/21
Excess Self-Insured Workers' Compensation & Employer's Liability	Safety National Casualty Corporation	Estimated, Rated Payroll:	\$24,650,887
		Premium Rate Per \$100 Payroll:	\$0.717
	A.M. Best Rating: A+ (Superior) XV (\$2B or greater)	Workers Comp: Statutory Coverage Employer's Liability Limits: \$1,000,000 Self-Insured Retentions: \$2,000,000 (EMT/Law Enforcement/Fire/Presumptive); \$750,000 All Other Claims	\$176,747
Expiring Premium (Subject to Audit)			\$176,747

Renewal Coverage Terms

Proposed Insurer	Exposures, Rating, Limits & Retentions	Renewal 2021/22	Renewal Variance	%
Safety National Casualty Corporation	Estimated, Rated Payroll:	\$25,432,454	\$781,567	3.2%
	Premium Rate Per \$100 Payroll:	\$0.789	\$0.072	10.0%
	A.M. Best Rating: A+ (Superior) XV (\$2B or greater)	Workers Comp: Statutory Coverage Employer's Liability Limits: \$1,000,000 Self-Insured Retentions: \$2,000,000 (EMT/Law Enforcement/Fire/Presumptive); \$750,000 All Other Claims	\$200,586	\$23,839
Estimated Renewal Premium (Subject to Audit)		\$200,586	\$ 23,839	13%

This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only. This is a quotation of coverage only. It is not a binder. This proposal does not amend or alter the insurance contract.

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STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 16, 2022

Staff Contact: Sheri Russell, Chief Financial Officer

Agenda Title: For Possible Action: Discussion and possible action regarding insurance agreements for a total aggregate premium not to exceed \$1,237,180 for Fiscal Year ("FY") 2023 to be paid from the Insurance Fund and to be entered into with: (1) the Nevada Public Agency Insurance Pool ("POOL") for property insurance (including automobile physical damage), boiler and machinery, pollution (excluding the landfill), cyber insurance, auto liability, general liability, employment practices, errors and omissions and law enforcement liability coverage at a premium not to exceed \$1,223,942; and (2) Great American for government crime insurance at a total premium of \$13,238. (Sheri Russell, srussell@carson.org)

Staff Summary: In FY 2022 the insurance listed in the agenda title was placed with POOL and Great American, respectively, and staff is recommending renewing the insurance with POOL and Great American. If approved, the City's renewal costs for POOL will increase by \$178,369 from FY 2022, a 17.1% increase, and for Great American will increase by \$1,418 from FY 2022, a 12% increase.

Agenda Action: Formal Action / Motion **Time Requested:** 10 minutes

Proposed Motion

I move to approve agreements as presented.

Board's Strategic Goal

Efficient Government

Previous Action

June 17, 2021 - FY 2022 insurance agreements were approved by the Board of Supervisors, including a 2-year pollution liability policy for the Carson City Landfill.

Background/Issues & Analysis

In FY 2022 the City joined POOL and entered into insurance agreements with POOL for property insurance (including automobile physical damage), boiler and machinery, pollution (excluding the landfill), cyber insurance, auto liability, general liability, employment practices, errors and omissions and law enforcement liability coverage for a premium of \$1,045,573; with Great American for government crime insurance for a premium of \$11,820; and with Beazley/Lloyds for Landfill Pollution Legal Liability insurance for a two-year premium of \$29,651. As a result of joining POOL, Carson City saved \$7,000 from the prior year's insurance costs and avoided a \$300,000 increase in premiums from the prior insurers. The POOL is not rated by A.M. Best and includes coverage provided through captives and rated reinsurance providers. Great American is Rated A+ (Superior) by A.M. Best with an adjusted policyholder surplus exceeding \$2 billion.

The property & casualty insurance markets have continued to present challenges to buyers. Global insured catastrophic loss rose to \$112 billion in 2021. This follows record and above average catastrophic losses in

recent years. The challenging market has led to loss of capacity. The excess liability market is particularly affected. In recent years, the reinsurance marketplace has been impacted by increased litigation, nuclear verdicts, defense costs, and the increased frequency of global natural disasters. The impact of COVID-19 on insurance costs has also not yet been felt within the marketplace. Calendar year 2022 may prove pivotal, as lawsuits arise from employment practices insurance claims and from employees contracting COVID-19 at work after transitioning from their remote environments.

Specific to Carson City, the value of City-insured buildings and their contents, mobile equipment and vehicles, increased by 7.7% primarily due to increases in replacement cost valuations and construction costs. The City's current insurance program provides property coverage for the City's buildings, contents, vehicles and mobile equipment with coverage including terrorism. The program also provides coverage for earthquakes, floods, pollution liability (excluding landfill) and cyber liability.

USI Insurance Services marketed the City's property insurance placement extensively in 2018, 2020 and 2022. Most property insurers declined to quote because they could not provide competitive rates or coverage. Some insurers have quoted but offered significantly reduced earthquake and flood coverage. Pricing for excess earthquake and flood coverage made those quote options noncompetitive with the proposed insurance options. Challenges in the liability insurance marketplace, including law enforcement liability, have caused two public entity insurers to exit the marketplace in the last two years.

Becoming a member of POOL in FY 2022 required a two-year commitment without knowing what the premium increase would be in FY 2023. Staff confirmed with USI and POOL that the increase in premiums in the last three years had been between 10%-15%. The increase for FY 2023 is 17.1%. The City's prior insurers are projecting rate increases in the same range. The City's increase for FY 2019 was 19.4% and for FY 2020 was 16.4%.

POOL provides broad coverage with access to \$150 million in shared limits for earthquake and flood, subject to a \$25 million flood zone A shared limit. Regardless of the cause of loss, the property deductible is \$25,000 per event. POOL also provides cyber coverage with no deductible and environmental liability coverage with a \$25,000 deductible.

Staff recommends that the City purchase insurance with the following limits and deductibles:

- \$300,000,000 occurrence limit for property coverage subject to a deductible of \$25,000 and vehicle physical damage subject to a \$25,000 deductible.
- \$100,000,000 for boiler and machinery coverage subject to a deductible of \$25,000.
- \$150,000,000 shared aggregate for earthquake coverage subject to a deductible of \$25,000.
- \$150,000,000 shared aggregate for flood coverage subject to a deductible of \$25,000.
- \$25,000,000 shared aggregate for High Hazard Flood locations in A and V Zones subject to a \$25,000 per occurrence deductible.
- \$2,000,000 limit of pollution liability (excluding landfill liability) for the City with a deductible of \$25,000.
- \$3,000,000 aggregate limit of cyber liability, subject to a shared program aggregate of \$15,000,000, for the City with no deductible.

With the exception of the shared program aggregate of \$15,000,000 for the cyber liability, these are the same limits and deductibles for the insurance that the City purchased last year. Staff recommends that the City renew its policies of insurance with POOL and Great American. The Beazley/Lloyds policy for Landfill Pollution Legal Liability insurance was purchased for FY 2022 as a two-year premium of \$29,651. That policy will expire at the end of FY 2023, and does not need to be renewed at this time.

If approved, the City's renewal costs for POOL will increase by \$178,369 from FY 2022, a 17.1% increase, and for Great American will increase by \$1,418 from FY 2022, a 12% increase. For POOL and Great American combined, the total insurance renewal costs are \$179,787 more than FY 2022, or an increase of 17%.

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Insurance Fund / Insurance Premiums - 5900745-500512.

Is it currently budgeted? Yes

Explanation of Fiscal Impact: \$1,338,832 is budgeted for insurance premiums for FY 2023. Total insurance premiums for FY 2023 discussed above will be approximately \$1,237,180.

Alternatives

Do not approve the agreement and provide alternative direction to staff.

Attachments:

[Carson City - Property Casualty Renewal Summary Rev 6-9-22 \(2\).pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

Expiring Coverage Terms

Coverage	Proposed Insurers	Proposed Coverage	Expiring Limits	Expiring Retentions	2021/22 Premiums		
Property, Auto Physical Damage, Boiler & Machinery, Cyber Liability & Pollution Liability	Nevada Public Agency Insurance Pool	Insured Property Values: \$348,175,418 Increase of +5%			\$489,332		
		Each Occurrence Limit	\$300,000,000	\$25,000			
		Shared Earthquake Aggregate Limit	\$150,000,000	\$25,000			
		Shared Flood Aggregate Limit	\$150,000,000	\$25,000			
		Shared High Hazard Flood Aggregate Limit	\$25,000,000	\$25,000			
		Business Interruption (Loss of Income)	Included	\$25,000			
		Extra Expense	Included	\$25,000			
		Boiler & Machinery	\$100,000,000	\$25,000			
		Vehicle Physical Damage	Repair Cost/Market Value	\$25,000			
		Mobile Equipment	Repair Cost/Market Value	\$25,000			
		Money & Securities/Employee Theft	\$500,000	\$25,000			
		Cyber Liability	Cyber Liability (Claims Made / Retro Date: 7/1/2013)	\$3,000,000	N/A		
		Pollution Liability	Pollution Liability (Claims Made / Retro Date: 7/1/2013)	\$2,000,000	\$25,000		
		Other Liability		Auto Liability (Per Event/Aggregate)	\$10,000,000	\$100,000	\$556,241
				General Liability (Per Event/Aggregate)	\$10,000,000	\$100,000	
				Employee Benefits Liability (Per Event)	Included (GL)	\$100,000	
				Abuse or Molestation (Per Event)	\$2,500,000	\$100,000	
Employment Practices Liability (Claims Made, Retro Date: TBD**)	\$10,000,000			\$100,000			
Law Enforcement Liability (Per Event)	\$10,000,000			\$100,000			
Public Officials Liability (Claims Made, Retro Date: TBD**)	\$10,000,000			\$100,000			
Member Annual Aggregate (LIABILITY COVERAGE)	\$10,000,000			-			
Crime/Employee Theft	Great American	Employee Dishonesty/Money & Securities Inside the Premises	\$1,000,000	\$500,000	\$11,820		
		Other Crime Insuring Agreements	\$1,000,000	\$50,000			
Expiring Total Cost					\$1,057,393		

Renewal Coverage Terms

Coverage	Proposed Insurers	Proposed Coverage	Renewal Limits	Renewal Retentions	2022/23 Premiums		
Property, Auto Physical Damage, Boiler & Machinery, Cyber Liability & Pollution Liability	Nevada Public Agency Insurance Pool	Insured Property Values: \$374,861,443 Increase of 7.7%			\$1,223,942		
		Each Occurrence Limit	\$300,000,000	\$25,000			
		Shared Earthquake Limit	\$150,000,000	\$25,000			
		Shared Flood Limit	\$150,000,000	\$25,000			
		Shared Flood A/V Limit	\$25,000,000	\$25,000			
		Business Interruption (Loss of Income)	Included	\$25,000			
		Extra Expense	Included	\$25,000			
		Boiler & Machinery	\$100,000,000	\$25,000			
		Vehicle Physical Damage	Repair Cost/Market Value	\$25,000			
		Mobile Equipment	Repair Cost/Market Value	\$25,000			
		Money & Securities/Employee Theft	\$500,000	\$25,000			
		Cyber Liability	Cyber Liability (Claims Made / Retro Date: 7/1/2013)	\$3,000,000	N/A		
		Pollution (Exc. Landfill)		Shared Cyber Liability Aggregate Limit (Effective 7/1/2022)	\$15,000,000	-	
				Pollution Liability (Claims Made / Retro Date: 7/1/2013)	\$2,000,000	\$25,000	
		Other Liability		Auto Liability (Per Event/Aggregate)	\$10,000,000	\$100,000	Included above
				General Liability (Per Event/Aggregate)	\$10,000,000	\$100,000	
				Employee Benefits Liability (Per Event)	Included (GL)	\$100,000	
Abuse or Molestation (Per Event)	\$2,500,000			\$100,000			
Employment Practices Liability (Claims Made, Retro Date: 7/1/2010)	\$10,000,000			\$100,000			
Law Enforcement Liability (Per Event)	\$10,000,000			\$100,000			
Public Officials Liability (Claims Made, Retro Date: 7/1/2010)	\$10,000,000			\$100,000			
Member Annual Aggregate (LIABILITY COVERAGE)	\$10,000,000			-			
Crime/Employee Theft	Great American	Employee Dishonesty/Money & Securities Inside the Premises	\$1,000,000	\$500,000	\$13,238		
		Other Crime Insuring Agreements	\$1,000,000	\$50,000			
Renewal Total Cost					\$1,237,180		
Prior Year Cost					\$1,057,393		
Variance \$					\$179,787		
Variance %					17.0%		

Two-Year Coverage Term (Expires July 1, 2023)

Coverage	Proposed Insurers	Proposed Coverage	Renewal Limits	Renewal Retentions	July 1, 2021 to June 30, 2023
Landfill Pollution Liability*	Beazley/Lloyds**	Landfill Pollution Liability (2-year term) (Claims Made, Retro Date: N/A)	\$2,000,000	\$50,000	\$29,651

* Coverage provided on a two-year policy term 2021 to 2023.

** Coverage provided by non-admitted, surplus lines insurers. Premiums include surplus lines taxes and fees.

This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only. insurance contract.

This is a quotation of coverage only. It is not a binder. This proposal does not amend or alter the insurance contract.

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STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 16, 2022

Staff Contact: Mirjana Gavric, Grants Administrator

Agenda Title: For Possible Action: Discussion and possible action regarding a final appropriation for the Community Development Block Grant ("CDBG") funding for Fiscal Year ("FY") 2023. (Mirjana Gavric; MGavric@carson.org)

Staff Summary: The Board of Supervisors is required to make a final recommendation and approval of funding for the CDBG projects to the Governor's Office of Economic Development. Carson City's CDBG allocation for FY 2023 is \$482,788. Staff is recommending the allocation of \$35,000 (7.24%) to Public Service Programs, \$330,000 (68.5%) to Public Improvement Projects and \$48,278 (10%) for grant administration. The remaining \$69,510 would be allocated in the next CDBG grant cycle per the agreement between Carson City and the Nevada Governor's Office of Economic Development. A maximum of 15% is allowed for public services, a minimum of 65% must be spent on public facilities and improvements and a maximum of 10% is allowed for administration. No additional funding is expected.

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

Proposed Motion

I move to approve the CDBG funding for fiscal year 2023 as recommended.

Board's Strategic Goal

Economic Development

Previous Action

N/A

Background/Issues & Analysis

Staff formed a community-based Application Review Work Group ("ARWG") to evaluate and rank the applications based on community need, project outcome, and compliance with State of Nevada and HUD requirements. Carson City received one public service application from the Ron Wood Family Resource Center ("Ron Wood") requesting \$35,000 for the Family Resiliency Project. In addition, Carson City initially received one public facility improvement application from the Carson City Public Works Department ("Public Works") requesting \$280,000 and subsequently received a second request from Public Works asking for an additional \$50,000, for a total of \$330,000, for the Desatoya Drive ADA Improvement project. The subsequent request was made due to inflation which is contributing to higher-than-expected bid prices and higher cost for asphalt, concrete, equipment fuel and material shipping costs. The request for funding total of \$365,000 is less than the amount available for public service programs and public facility improvements.

Two ARWG meetings were held to review applications and make recommendations. After a phone meeting on December 14, 2022, the ARWG made the recommendation to fund the original requests from Public Works for

\$280,000 and from Ron Wood for \$35,000. The ARWG met again on April 12, 2022 to discuss Public Works' subsequent request, and made a second recommendation to fund the additional \$50,000 for this project, for a total of \$330,000 for Public Works. The total funding approved by the AWRG is \$365,000.

After the Board of Supervisors discusses, makes any desired amendments, and approves the public service program and public facility improvement project, staff will forward the final approved recommendations to the Nevada Governor's Office of Economic Development for their consideration.

Applicable Statute, Code, Policy, Rule or Regulation

Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383 as amended; 42 U.S.C. 5301 et seq.

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Grant Fund 2756581 431010

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Final CDBG award amounts will be adjusted in the FY 2023 Budget.

Alternatives

Do not approve the CDBG funding and provide alternative direction.

Attachments:

[Memo CDBG FY-2023.pdf](#)

Board Action Taken:

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

(Vote Recorded By)



CARSON CITY, NEVADA
CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

MEMORANDUM

Board of Supervisors Meeting of June 16, 2022

To: Mayor and Board of Supervisors
From: Mirjana Gavric, Grants Administrator
Date: June 16, 2022
Subject: CDBG FY 2023 Funding Proposals

The Board of Supervisors is required to make a final recommendation and approval of funding for the Community Development Block Grant (CDBG) projects to the Governor's Office of Economic Development. Carson City's CDBG allocation for FY 2023 is \$482,788. The Application Review Work Group, (ARWG) is recommending that \$365,000 be allocated to Public Improvement Projects and Public Service Programs, and \$48,278 be used for grant administration. The remaining \$69,510 would be allocated in the next CDBG grant cycle per the agreement between Carson City and the Nevada Governor's Office of Economic Development.

As part of the CDBG Citizen Participation requirement, a request for proposals was posted at Carson City Hall, Carson City Community Development Office, CarsonNOW and on the Carson City website. CDBG applications were due on November 18, 2021. The Application Review Work Group held a conference phone call December 14, 2021, where the ARWG ranked and evaluated the proposed project for community need, projected outcome, and compliance with State and HUD requirements. The ARWG consisted of 4 volunteers representing both community members and subject matter experts. These members are:

- JoAnn Carpenter – Retired CDBG Program Administrator and Carson City Citizen
- Vern Krahn – Retired Parks Planner and Carson City Citizen
- Anne Miller – Account Manager for Nevada Health Centers
- Kristine Currie – Retired Urban Planner and Carson City Citizen

On March 24, 2022, the Carson City Grants Administrator received a request for an additional \$50,000 in funding from Chris Martinovich, Transportation Manager, for the Desatoya Drive ADA Improvement project. The basis for this request is due to inflation which has resulted in higher-than-expected bid prices. The current increase in costs has translated to a higher price in asphalt, concrete, equipment fuel and material shipping cost. Due to these unforeseen circumstances, Carson City Public works requested an additional \$50,000 for this project.

On March 29, 2022, a Notice of Public Discussion was posted for an April 12, 2022, meeting which included the ARWG. On April 12, 2022, the ARWG discussed the additional request for funding and made a recommendation to fund the additional \$50,000 for the Desatoya Drive ADA Improvement project.

DEPARTMENT OF FINANCE

201 North Carson Street, Suite #3, Carson City, NV 89701 - (775) 887-2133 (775) 887-2107 fax

CARSON CITY, NEVADA
CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

ARWG PUBLIC SERVICE RECOMMENDATIONS:	
<u>Public Service Programs</u>	
Project Name:	Family Resiliency Project
Agency:	Ron Wood Family Resource Center
Funding Request:	\$35,000
Recommendation:	\$35,000
Application Score:	93%
National Objective:	Limited Clientele LMI-C
Description: The Family Resilience program is a new program for Ron Wood; the CDBG request is to pay for personnel and operating costs. This program will focus on intergenerational trauma. Per Ron Wood, the program is different than other programs in the community because it will provide Adverse Child Trauma preventative strategies in order to address current needs and prevent future crisis. The staff at Ron Wood will provide wrap-around services which include an intake assessment, case management, parent support, group support, mental health and substance abuse counseling and coordination with Nevada Child & Family Services, the Carson City School District, Juvenile Probation, Drug Court and private providers.	
Funding Recommendation Rationale: Approved under Section 105(a)(8) of the Housing and Community Development Act of 1974 (HCDA), provisions of public services. This is a new program and qualifies under Public Services for CDBG. The ARWG is recommending full funding based on the amount of money received from CDBG and the current need to support Carson City families that are experiencing intergenerational trauma.	

ARWG PUBLIC FACILITIES AND IMPROVEMENT RECOMMENDATIONS	
<u>Public Facilities & Improvement Projects</u>	
Project Name:	Desatoya Drive
Agency:	Carson City Public Works
Funding Request:	\$330,000
Recommendation:	\$330,000
Application Score:	87%
National Objective:	Limited Clientele LMI-C
Description: Carson City Public Works is requesting funds to pay for ADA improvements at the intersections along Desatoya Drive between Airport Road and Fairview Drive. Project improvements include replacing existing pedestrian curb ramps to be ADA compliant, replacing substandard or hazardous sidewalks, ensuring pedestrian landing areas are ADA compliant, enhancing crosswalk safety at the intersections, and associated roadway pavement and drainage replacement as needed. Project funding will be for the management, design and construction of these improvements along Desatoya Drive.	
Funding Rationale Recommendation: Approved under Section 105(a)(2) of the Housing and Community Development Act of 1974 (HCDA) (12) “the acquisition, construction, reconstruction, or installation of public works facilities and site or other improvements”. The ARWG is recommending full funding based on the amount of money received from CDBG. The ARWG agreed that public safety is a very important factor in this project; therefore, they unanimously support the project.	

CARSON CITY, NEVADA
CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

Potential Additional Funding Available:

No additional funding is expected from the Nevada Governor's Office of Economic Development.

Eligibility Requirement

To be eligible for funding, every CDBG-funded activity (excluding planning and administration) *must* qualify as meeting one of the three national objectives of the program:

- Benefiting low- and moderate-income (LMI) persons or a low-income area,
- Preventing or eliminating slums or blight, or
- Meeting an urgent community development need due to threat to community health and welfare (e.g., natural disaster emergencies).

Past CDBG public facility and public service projects in Carson City have met the LMI criteria. This means projects that get funded qualify by either:

1. Limited Clientele criteria: Serving persons where at least 51% of the clientele are LMI persons (senior citizens are also classified as LMI under this category); or
2. Area Benefit criteria: Meeting the needs within a service area where at least 51% of the residents in that area are LMI persons. (HUD provides data on the percentage of LMI persons within the Census Block Groups.)

It is very important that the program or project staff document the number of LMI persons served for grant monitoring and audit purposes.

Eligible Activities

Eligible activities for the use of CDBG funds and examples of such activities include:

- Construction of public facilities and improvements
 - Infrastructure improvements, senior centers, parks, homeless shelters
- Public Services
 - Education programs, services for senior citizens, drug abuse counseling and treatment, low-income rental assistance
 - Public Services funding is limited to a maximum of 15% of the total allocation
- Housing
 - Minor rehabilitation (Emergency Repair, Lead Paint Removal)
 - Rehabilitation of affordable owner and rental housing
 - Down-payment assistance
 - Acquisition, new construction of housing
 - Façade improvements
 - Loans to businesses (usually to create jobs)
 - Micro-enterprise assistance
 - Planning and Administration

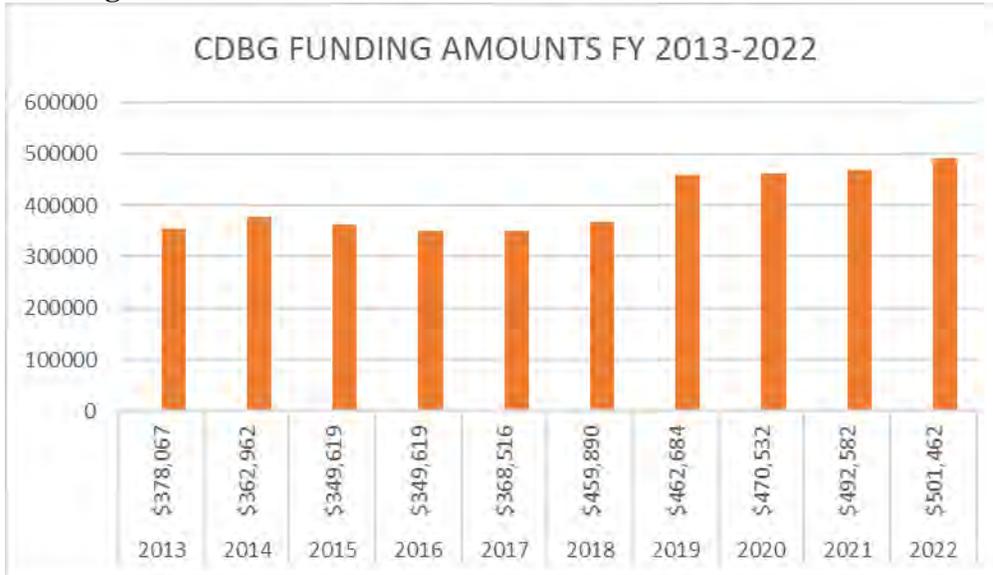
DEPARTMENT OF FINANCE

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CARSON CITY, NEVADA
CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

- Personnel costs, preparation of required documents, planning studies
- Funding for these costs is limited to a maximum of 6% of the total allocation

Funding Amounts 2013-2022



CARSON CITY, NEVADA
CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

Review of CDBG Past Funding

FY22:

- Ron Wood Family Resource Center – (\$30,000)
- RSVP – (\$10,000)
- FISH Planning – (\$254,544)
- Carson City Public Works – (\$131,637)
- Carson City Parks – (\$101,672)

FY21:

- Ron Wood Family Resource Center – (\$20,000)
- RSVP – (\$20,000)
- Nevada Health Centers – (\$31,873)
- FISH Planning – (\$30,583)
- Carson City Public Works – (\$340,868)

FY20:

- Ron Wood Family Resource Center – (\$32,000)
- RSVP – (\$7,500)
- Carson City Parks & Recreation – (\$156,000)
- Carson City Public Works – (\$227,979)

FY19:

- Ron Wood Family Resource Center – (\$28,000)
- Food For Thought – (\$10,000)
- St. Vincent De Paul – (\$3,000)
- Carson City Parks & Recreation – (\$211,227)
- Carson City Public Works – (\$268,892)

FY18:

- Ron Wood Family Resource Center – (\$35,000)
- Food For Thought – (\$12,000)
- RSVP – (\$8,277)
- Carson City Parks & Recreation – (\$91,664)
- Carson City Public Works – (\$227,190)
- Yasmer Estates – (\$53,015)

FY17:

- Ron Wood Family Resource Center – (\$32,103)
- Food for Thought – (\$12,000)
- Nevada Rural Housing Authority – (\$221,474)
- Carson City Parks and Recreation – (\$18,062)



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 16, 2022

Staff Contact: Sheri Russell, Chief Financial Officer

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed resolution to augment and amend the Carson City Fiscal Year ("FY") 2021-22 Budget in the amount of \$44,723,437. (Sheri Russell, srussell@carson.org)

Staff Summary: The proposed augmentation and revision is primarily due to bond issuance, negotiated employee contract changes, annual and sick leave payouts, overtime, fuel cost increases, Board of Supervisors actions and Internal Finance Committee approvals, 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 bond issuance costs and premium received as part of refunding bonds, new money for the Fire Station/Emergency Operations Center/ Back-up Dispatch Center and Quill Treatment Plant Projects and new grant funding received in the amount of \$4,694,840 primarily in the Quality of Life Fund. Additionally, the augmentation includes the transfer of \$8,991,518 to the Extraordinary Maintenance Fund, which was shown as a transfer out of the General Fund during the first round of augmentations, but was inadvertently left off as a transfer into the Extraordinary Maintenance Fund.

General Fund contingency is being used as follows:

\$460,014 - Negotiated salary increases approved after FY 2022 budget.

\$334,998 - Annual and sick leave payouts for retirements and terminations.

\$228,900 - Increases due to vehicle fuel rising costs.

\$135,000 - Overtime in the Carson City Sheriff's Department.

\$342,654 - Board of Supervisors actions and Internal Finance Committee approvals such as items brought forward for augmentation or parks contractual services that replaced the use of inmate crews.

\$520,923 - Increases across various funds due to inflation, Juneteenth holiday observation, court required services, federal fee increases on telephone bills, the pool facility being open for a full year and increased transfers to the Grant Fund due to the loss of the Regional Gang Unit Grant.

Additional revenues received include Wildland Fire Reimbursements received from other jurisdictions, based on the City's regional aid agreement. This revenue will offset the budget augmentation of \$587,820 to fire operations overtime. Other revenues were also increased as available to offset additional expenses.

The proposed resolution must be approved by a majority vote of all members.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 354.598005

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: See attached.

Is it currently budgeted? No

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

Alternatives

Revise augmentation/revision.

Attachments:

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

[1 - JUNE AUG FY22.pdf](#)

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)

RESOLUTION NO. 2022-R _____

RESOLUTION TO AUGMENT AND AMEND THE FISCAL
YEAR 2021-22 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 fiscal year 2021-22 as follows:

General Fund		
Intergovernmental Revenues	\$	11,314
Miscellaneous Income		<u>644,420</u>
	\$	655,734
Airport		
Intergovernmental Revenues	\$	24,553
Capital Projects Fund		
Bond Proceeds & Premium	\$	8,778,310
Fund Balance		<u>(448,805)</u>
	\$	8,329,505
Library Gift		
Miscellaneous	\$	17,078
Regional Transportation Fund		
Intergovernmental Grants	\$	613,603
Quality of Life		
Intergovernmental Grants	\$	4,335,837
Miscellaneous		<u>21,769</u>
	\$	4,357,606
Streets		
County Option - Sales Taxes	\$	68,844
Grant Fund		
Intergovernmental Grants	\$	280,794
Charges for Services		30,000
Miscellaneous		640,000
General Fund Transfers In		<u>78,209</u>
	\$	1,029,003
Extraordinary Maintenance		
General Fund Transfer In	\$	8,991,518

Ambulance Fund		
Miscellaneous	\$	205,080
Wastewater Fund		
Bond Proceeds & Premium	\$	1,886,814
Connection Fees		<u>126,780</u>
	\$	<u>2,013,594</u>
Water Fund		
Bond Proceeds & Premium	\$	17,306,143
Building Permit		
Building Permit Fees	\$	500,000
Group Medical Fund		
Charges for Services	\$	72,666
Miscellaneous		<u>1,869</u>
	\$	<u>74,535</u>
Workers' Compensation Fund		
Charges for Services	\$	130,000
Miscellaneous		13,750
Working Capital		<u>281,025</u>
	\$	<u>424,775</u>
Insurance Fund		
Grant Funds	\$	99,616
Working Capital		<u>12,250</u>
	\$	<u>111,866</u>
TOTAL ALL FUNDS	\$	<u>44,723,437</u>

NOW, THEREFORE, this Board hereby resolves to augment the Fiscal Year 2021-22 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 _____, 2022.

AYES: Supervisors _____

NAYES: Supervisors _____

ABSENT: Supervisors _____

LORI BAGWELL, Mayor

ATTEST:

AUBREY ROWLATT, Clerk-Recorder

Explanation of augmentations
June 2022

Account #	Department	Description	Transfers	Additional Revenue	Fund Balance	Total Augment
					/ Working Capital	
General Fund:						
1010212-500107 & 500108	Clerk	Annual Leave and Sick Payouts	\$ 16,256	\$ -	\$ -	\$ 16,256
1010212-500240	Clerk	Group Insurance	13,000	-	-	13,000
1010212-500317	Clerk	Banking Services	2,500	-	-	2,500
1010216-500305	Elections	Election Costs	25,000	-	-	25,000
1010217-500625	Public Guardian	Operating Supplies - Settlement	4,300	-	-	4,300
1010300-500317	Treasurer's Office	Banking Services	10,000	-	-	10,000
1010616-501465	Central Services	School Crossing Guard	15,000	-	-	15,000
1010616-502525	Central Services	Airport Authority	37,000	-	-	37,000
1010620-500102	Purchasing	Hourly/Seasonal	12,532	-	-	12,532
1010710-500309	Information Technology	Karpel Interface - DA System	30,690	-	-	30,690
1012005-500265	Sheriff: Admin	Uniform Allowance	30,000	-	-	30,000
1012005-500524	Sheriff: Admin	Autopsies	71,500	-	-	71,500
1012005-500660	Sheriff: Admin	Vehicle Fuel	6,700	-	-	6,700
1012005-500710	Sheriff: Admin	Telephone	40,000	-	-	40,000
1012011, 1012012, 1012014	DSA Negotiations	Salary Increases due to Negotiations	460,014	-	-	460,014
1012011-500107 & 500108	Sheriff: Investigations	Annual Leave and Sick Payouts	19,130	-	-	19,130
1012011-500111	Sheriff: Investigations	Overtime	75,000	-	-	75,000
1012011-500660	Sheriff: Investigations	Vehicle Fuel	15,000	-	-	15,000
1012012-500107 & 500108	Sheriff: Operations	Annual Leave and Sick Payouts	74,864	-	-	74,864
1012012-500116	Sheriff: Operations	Holiday Pay	15,000	-	-	15,000
1012012-500260	Sheriff: Operations	Education Incentive	15,300	-	-	15,300
1012012-500435	Sheriff: Operations	Vehicle Repair & Maintenance	25,000	-	-	25,000
1012012-500660	Sheriff: Operations	Vehicle Fuel	52,700	-	-	52,700
1012014-500107 & 500108	Sheriff: Detention	Annual Leave and Sick Payouts	51,873	-	-	51,873
1012014-500111	Sheriff: Detention	Overtime	60,000	-	-	60,000
1012014-500116	Sheriff: Detention	Holiday Pay	30,000	-	-	30,000
1012014-500432	Sheriff: Detention	Maintenance Service Contracts	10,000	-	-	10,000
1012014-500640 & 500642	Sheriff: Detention	Food, Kitchen and Domestic Supplies	70,000	-	-	70,000
1012017-500107	Sheriff: Dispatch	Annual Leave Payout	5,770	-	-	5,770
1012017-500116	Sheriff: Dispatch	Holiday Pay	5,000	-	-	5,000
1012018-500199	Sheriff:TriNet	Grant Funded Allocation	55,464	-	-	55,464
1012505-500590	Fire: Admin	Reimbursable Supplies - Fire	-	10,000	-	10,000
1012505-500710	Fire: Admin	Telephone	10,000	-	-	10,000
1012512-500111	Fire: Operations	Overtime - (Wildland Fire Reimbursement)	-	587,820	-	587,820
1012512-500107 & 500108	Fire: Operations	Annual Leave and Sick Payouts	102,809	-	-	102,809
1012512-500660	Fire: Operations	Vehicle Fuel	17,000	-	-	17,000
1012515-500107	Fire: Prevention	Annual Leave Payout	22,725	-	-	22,725
1012520-500660	Fire: Training	Vehicle Fuel	6,000	-	-	6,000
1013904-500660	Landfill	Vehicle Fuel	117,000	-	-	117,000
1013904-500430	Landfill	Equipment Repairs & Maintenance	30,000	-	-	30,000
1014300-500812	Juvenile Court	Interpreter/Expert Fees	1,500	-	-	1,500
1014300-500815	Juvenile Court	Mental Evaluations	16,700	-	-	16,700

Explanation of augmentations
June 2022

Account #	Department	Description	Transfers	Additional Revenue	Fund Balance / Working Capital	Total Augment
1014700-500107 & 500108	Courts	Annual Leave and Sick Payouts	\$ 41,571	\$ -	\$ -	\$ 41,571
1014700-500433	Courts	Software Maintenance Costs	6,200	-	-	6,200
1014700-500710	Courts	Telephone	3,000	-	-	3,000
1014700-500803	Courts	Attorney Fees	6,800	-	-	6,800
1014700-500812	Courts	Interpreter/Expert Fees	8,180	-	-	8,180
1014700-500815	Courts	Mental Evaluations	30,000	-	-	30,000
1015012-500349	Parks	Contractual Services	50,000	-	-	50,000
1015012-500660	Parks	Vehicle Fuel	14,500	-	-	14,500
1015017-500680	Parks	Gifts & Donations	-	46,600	-	46,600
1015055-500712 & 500713	Pool	Power and Heat - Open full year	73,700	-	-	73,700
1015057-500710	Recreation	Telephone	10,000	-	-	10,000
1015059-500102	Rifle Range	Hourly/Seasonal	10,000	-	-	10,000
1015059-500240	Rifle Range	Health Insurance	12,002	-	-	12,002
1016854-50XXXX	Douglas Env Health	Environmental Health Costs - Douglas Co.	-	11,314	-	11,314
1010279-507291	Transfers Out	Grant Fund	78,209	-	-	78,209
1010200-501000		Contingency	(2,022,489)	-	-	(2,022,489)
			-	655,734	-	655,734
<u>Airport</u>						
2017005-507775		Equipment	-	7,690	-	7,690
2017005-507632		Rehab Taxiway & Apron	-	16,863	-	16,863
			-	24,553	-	24,553
<u>Capital Projects Fund:</u>						
2102025-507010	Fire	Fire Station/EOC/Back-up Dispatch debt issue	-	8,517,692	-	8,517,692
2101006-504846	Fire	Bond Issuance Costs	-	260,618	-	260,618
2101002-500675	General Gov	Small Furnishings - Treasurer's office Cubicles	6,000	-	-	6,000
2101005-506520	Facilities/Parks	Aquatic Facility Generator/Boiler Installation	70,347	-	-	70,347
2102020-506561	Sheriff	Carport for Command Vehicle	12,000	-	-	12,000
2103030-507395	Public Works	Sheriff's Vehicle- Water Damage	14,081	-	-	14,081
2100099-495000	General Gov	Beginning Fund Balance Correction	-	-	(448,805)	(448,805)
2101002-507810	General Gov	Board Designated - IFC Approved	(102,428)	-	-	(102,428)
			-	8,778,310	(448,805)	8,329,505
<u>Library Gift Fund:</u>						
2306200-500102		Hourly/Seasonal Wages	-	460	-	460
2306200-500625		Operating Supplies	24,466	-	-	24,466
2306200-500645		Books/Periodicals	-	6,618	-	6,618
2306200-501475		Summer Learning Program	-	10,000	-	10,000
2306200-500699		Undesignated	(24,466)	-	-	(24,466)
			-	17,078	-	17,078

Explanation of augmentations
June 2022

Account #	Department	Description	Transfers	Additional Revenue	Fund Balance / Working Capital	Total Augment
<u>Regional Transportation Fund:</u>						
2503035-507010		South Carson Street Construction	\$ -	\$ 71,686	\$ -	\$ 71,686
2503035-507102		Infrastructure Capital		541,917	-	541,917
			-	613,603	-	613,603
<u>Quality of Life Fund:</u>						
2545047-507010		SNPLMA - Carson River Trails & Wetlands	-	4,287,125	-	4,287,125
2545047-507010		Desert Peach Trail	8,428	33,712	-	42,140
2545047-507199		Undesignated (Matching Funds)	(8,428)	-	-	(8,428)
2545047-500680		Gifts & Donations -Trails	-	21,769	-	21,769
2545047-501226		Weed Abatement	-	15,000	-	15,000
			-	4,357,606	-	4,357,606
<u>Street Maintenance:</u>						
2563038 500107		Annual Leave Payoff	-	11,355	-	11,355
2563038 500108		Sick Leave Payoff	-	18,015	-	18,015
2563038 500660		Vehicle Fuel	-	39,474	-	39,474
			-	68,844	-	68,844
<u>Grant Fund:</u>						
275 Fund Various Accounts		Federal, State and Local Grants and Donations	-	950,794	-	950,794
2750091-481010		Transfers In - Behavioral Health Peace Officer	-	78,209	-	78,209
			-	1,029,003	-	1,029,003
<u>Extraordinary Maintenance</u>						
3403034-507810		Transfer from General Fund (FY 2023 Capital)	-	8,991,518	-	8,991,518
			-	8,991,518	-	8,991,518
<u>Ambulance Fund:</u>						
5012525 500660		Vehicle Fuel/Oil	-	16,681	-	16,681
5012525-500107 & 500108		Annual Leave and Sick Payouts	-	77,620	-	77,620
5012525 500111		Overtime	-	110,779	-	110,779
			-	205,080	-	205,080
<u>Wastewater Fund:</u>						
5103205-504846		Bond Issuance Costs	-	105,960	-	105,960
5103205-508323		2012 Sewer Bonds Principal	-	1,340,000	-	1,340,000
5103205-508335		2012 Sewer Refunding Bonds Principal	-	555,000	-	555,000
5103205-509322		2012 Sewer Bonds Interest	-	(988)	-	(988)
5103205-509323		2012 Sewer Refunding Bonds Interest	-	13,622	-	13,622
5103205-507010		Sewer Capital Projects	(580,000)	-	-	(580,000)
5103201-507010		Sewer Operating Projects	580,000	-	-	580,000
			-	2,013,594	-	2,013,594

Explanation of augmentations
June 2022

Account #	Department	Description	Transfers	Additional Revenue	Fund Balance / Working Capital	Total Augment
<u>Water Fund:</u>						
5203505-508339		2012 Water Refunding Bonds Principal	\$ -	\$ 7,440,000	\$ -	\$ 7,440,000
5203505-508344		2012 Water Bonds Principal	-	2,250,000	-	2,250,000
5203505-509339		2012 Water Refunding Bonds Interest	-	(12,972)	-	(12,972)
5203505-509344		2012 Water Bonds Interest	-	(802)	-	(802)
5203505-504846		Bond Issuance Costs	-	304,369	-	304,369
5203502-507010		Capital Improvements	-	7,325,548	-	7,325,548
5203502-500660		Vehicle Fuel/Oil	13,000	-	-	13,000
5203502-507010		Capital Project savings	(13,000)	-	-	(13,000)
			-	17,306,143	-	17,306,143
<u>Building Permit Fund:</u>						
5251414-500309		Professional Services	-	500,000	-	500,000
			-	500,000	-	500,000
<u>Group Medical Fund:</u>						
5700706-500102		Hourly/Seasonal	(16,170)	-	-	(16,170)
5700706-500309		Professional Services	(9,000)	-	-	(9,000)
5700706-500330		Training	(5,000)	-	-	(5,000)
5700706-500358		Ret. Employee Group Ins. (PEBP)	(25,726)	-	-	(25,726)
5700706-506301		Medical	28,202	74,535	-	102,737
5700706-506302		Dental	27,694	-	-	27,694
			-	74,535	-	74,535
<u>Workers' Compensation Fund:</u>						
5800704-500101		Salaries	-	35,282	-	35,282
5800704-500225		Medicare	-	195	-	195
5800704-500230		Retirement	-	15,524	-	15,524
5800704-500240		Group Insurance	-	8,376	-	8,376
5800704-500250		Work Comp	-	2,670	-	2,670
5800704-500512		Insurance Premiums	-	62,728	-	62,728
5800704-500514		Worker's Comp Claims	-	18,975	281,025	300,000
			-	143,750	281,025	424,775
<u>Insurance Fund:</u>						
5900745-500521		Fire Event Expenses	-	3,588	-	3,588
5900745-500101		Salaries	-	42,405	-	42,405
5900745-500225		Medicare	-	525	-	525
5900745-500230		Retirement	-	10,697	-	10,697
5900745-500240		Group Insurance	-	4,819	-	4,819
5900745-500241		City HSA Contribution	-	497	-	497
5900745-500250		Work Comp	-	335	-	335
5900745-500518		Jan.2017 Flood Event	-	36,750	12,250	49,000
			-	99,616	12,250	111,866
		CARSON CITY TOTALS	\$ -	\$44,878,967	\$ (155,530)	\$44,723,437

CARSON CITY
BUDGET AUGMENTATION
FOR THE FISCAL YEAR ENDING JUNE 30, 2022

GENERAL FUND	AMENDED FY 21-22 BUDGET	TRANSFER IN (OUT)	BUDGET AUGMENTATION	GIFTS/ GRANTS	AMENDED BUDGET
REVENUES:					
Taxes	28,535,000				28,535,000
Licenses and permits	8,025,330				8,025,330
Intergovernmental revenues	37,048,748			11,314	37,060,062
Charges for services	14,320,486				14,320,486
Fines and forfeits	428,000				428,000
Miscellaneous	1,046,500			644,420	1,690,920
Total Revenues	89,404,064	-	-	655,734	90,059,798
EXPENSES AND OTHER USES:					
General Government:					
Board of Supervisors	250,716				250,716
Clerk	418,628	31,756			450,384
Recorder	619,903				619,903
Assessor	1,071,136				1,071,136
District Attorney	3,483,102				3,483,102
City Manager	1,038,586				1,038,586
Finance	897,482				897,482
Treasurer	724,144	10,000			734,144
Elections	426,135	25,000			451,135
Public Guardian	293,639	4,300			297,939
Internal Auditor	110,200				110,200
Purchasing	145,700	12,532			158,232
Human Resources	352,240				352,240
Community Devel.-Planning	828,280				828,280
Business License	103,126				103,126
Automation Services - IT	3,008,843	30,690			3,039,533
Geographic Information Sys	444,247				444,247
Public Defender	1,893,923				1,893,923
Public Safety Complex	201,725				201,725
Northgate	34,200				34,200
City Hall	81,300				81,300
Facilities Maintenance	1,783,229				1,783,229
Central Services	2,150,055	52,000			2,202,055
Total General Government	20,360,539	166,278	-	-	20,526,817
Public Safety					
Sheriff	20,960,859	1,188,315			22,149,174
Fire	10,363,025	158,534		597,820	11,119,379
Juvenile Probation	2,096,881				2,096,881
Juvenile Detention	1,755,103				1,755,103
Alternative Sentencing	1,533,951				1,533,951
Total Public Safety	36,709,819	1,346,849	-	597,820	38,654,488
Judicial					
Juvenile Court	733,398	18,200			751,598
Courts	5,299,604	95,751			5,395,355
Total Judicial	6,033,002	113,951	-	-	6,146,953
Public Works					
Public Works	2,807,287				2,807,287
Total Public Works	2,807,287	-	-	-	2,807,287

CARSON CITY
BUDGET AUGMENTATION
FOR THE FISCAL YEAR ENDING JUNE 30, 2022

GENERAL FUND	AMENDED FY 21-22 BUDGET	TRANSFER IN (OUT)	BUDGET AUGMENTATION	GIFTS/ GRANTS	AMENDED BUDGET
Health					
Health Administration	1,478,909				1,478,909
Medical	122,903				122,903
CC Environmental Health	411,424				411,424
DC Environmental Health	254,940			11,314	266,254
Animal Regulation	937,378				937,378
Total Health	3,205,554	-	-	11,314	3,216,868
Sanitation					
Sanitation	2,422,480	147,000			2,569,480
Total Sanitation	2,422,480	147,000	-	-	2,569,480
Welfare					
Welfare	628,846				628,846
SART	22,421				22,421
Total Welfare	651,267	-	-	-	651,267
Culture & Recreation					
Park & Rec. Admin.	581,577	64,500			646,077
Park Maintenance	1,850,998				1,850,998
Parks Grants, Gifts	28,456			46,600	75,056
Community Center	409,272				409,272
Recreation	551,789	10,000			561,789
Library	1,865,979				1,865,979
Swimming Pool	788,052	73,700			861,752
Sports	458,809				458,809
Rifle Range	115,193	22,002			137,195
Multi-Purpose Athletic Center	203,575				203,575
YSA	126,101				126,101
Total Culture and Rec	6,979,801	170,202	-	46,600	7,196,603
Community Support					
Support Services	366,079		-		366,079
Total Community Support	366,079	-	-	-	366,079
Total Expenditures	79,535,828	1,944,280	-	655,734	82,135,842
Other Financing Sources and (Uses):					
Other Sources:					
Transfers In:					
Quality of Life - Pool	137,178				137,178
Quality of Life - MAC	50,000				50,000
Other Uses:					
Contingency	(2,106,309)	2,022,489			(83,820)
Transfers Out:					
Grant	(303,671)	(78,209)			(381,880)
Debt Service	(3,526,465)				(3,526,465)
Cemetery	(10,000)				(10,000)
S. Carson NID	(17,440)				(17,440)
Carson City Transit	(66,300)				(66,300)
Streets Maintenance	(420,000)				(420,000)
Capital Projects	(11,725,972)				(11,725,972)
Landscape Maintenance	(55,519)				(55,519)
Regional Transportation	(753,000)				(753,000)
Extraordinary Maintenance	(9,724,525)				(9,724,525)
Total Other Sources (Uses)	(28,522,023)	1,944,280	-	-	(26,577,743)
Beginning Fund Balance	26,407,434				26,407,434
Ending Fund Balance	7,753,647	-	-	-	7,753,647

AIRPORT	AMENDED FY 21-22 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	GRANTS	AMENDED BUDGET
INTERGOVERNMENTAL REVENUES:					
Federal Grant: FAA	664,518		-	24,553	689,071
State Grant	-		-	-	-
Other Local Shared Revenues					
CC Airport Authority	-		-		-
Total Revenues	664,518	-	-	24,553	689,071
EXPENSES AND OTHER USES:					
Airport:					
Salaries & Wages	-		-	-	-
Employee Benefits	-		-	-	-
Services & Supplies	82,000		-	16,863	98,863
Capital Outlay	582,518		-	7,690	590,208
Total Expenditures	664,518	-	-	24,553	689,071
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	-	-	-	-	-
	-	-	-	-	-

CAPITAL PROJECTS	AMENDED FY 21-22 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	GIFTS/ GRANTS	AMENDED BUDGET
REVENUES:					
Taxes	773,258				773,258
Intergovernmental	-				-
Miscellaneous	127,244				127,244
Total Revenues	900,502	-	-	-	900,502
EXPENSES AND OTHER USES:					
Services & Supplies:					
General Government					
Facility Repair & Maintenance	1,541,903				1,541,903
Building Repairs	58,557				58,557
Custodial Supplies	59,986				59,986
Professional Services	15,835				15,835
Small Furnishings	24,679	6,000			30,679
City-wide Carpet	470,085				470,085
City-wide Exterior Painting	109,767				109,767
Roof/Refurbish/Repair	53,927				53,927
Span Supplies	12,125				12,125
Culture and Rec					
Small Tools/Equipment	41,696				41,696
Trail Repairs	377,445				377,445
Miscellaneous small capital items	42,159				42,159
Public Works					
Professional Services	2,460				2,460
Parking Lot Improvements	391,512				391,512
Public Safety					
Sheriff Equipment	14,677				14,677
Miscellaneous small capital items	43,346				43,346
Chemical Agents & Munitions	35,000				35,000
Professional Services	1,168,064				1,168,064
Ballistic Vests & Cameras	34,407				34,407
Staff Lockers & Room Ck Sys	5,685				5,685
Small Tools/Equipment	7,605				7,605
Bond Issuance Costs	-		260,618		260,618
Capital Outlay:					
General Government					
Board Designated	2,604,897	(102,428)	(448,805)		2,053,664
Vehicle Replacement Program	3,548,120				3,548,120
Boiler Replacement	388,218				388,218
Building & Parking Lot Improvements	89,136				89,136
Equipment	863,700				863,700
Software/Equipment	1,249,132				1,249,132
HVAC/Generator Replacement	649,500	70,347			719,847
Clerk/Court Replace Program	17,750				17,750
Printer/Copier Replacement Program	70,957				70,957
Park Asphalt Replacement	128,788				128,788
Storefront System Assess/Treas	24,995				24,995
Technical Equipment	537,390				537,390
Voting Equipment	89,140				89,140
Public Works					
Replace Pumps/Motors	23,327	14,081			37,408
Corp Yrd Security Prj#P350521002	316,400				316,400
Landfill Equipment	2,640,771				2,640,771
Landfill Closure Costs	884,463				884,463
Site Improvements	2,612,597				2,612,597
Public Safety					
Sheriff's Equipment	501,111	12,000			513,111
Fire Equipment	181,442				181,442
Construct Fire Station/EOC	-		8,517,692		8,517,692
Search & Rescue Equipment	49,000				49,000
Facility Needs Assess-Mstr Plan	-				-
Judicial					
Court House HVAC System	-				-
Culture and Recreation					
Rifle Range Improvements	25,400				25,400
Aquatic Facility Improv.	171,455				171,455
Asphalt Replacement - Parks	33,500				33,500
Playground Equipment	74,657				74,657
Equipment Replacement - Parks	93,817				93,817
Park Improvements	692,904				692,904
Library Improvements	152,726				152,726
Construction Projects	296,423				296,423
Total Expenditures	23,522,636	-	8,329,505	-	31,852,141
OTHER FINANCE SOURCES (USES):					
Other Sources:					
Bond Proceeds	-		8,100,000		8,100,000
Premium on Debt Issued	-		678,310		678,310
Other Uses:					
Transfers In (Out)					
General Fund	11,725,972				11,725,972
Carson City Debt Service Fund	(362,047)				(362,047)
Total Other Sources (Uses)	11,363,925	-	8,778,310	-	20,142,235
Beginning Fund Balance	11,263,209		(448,805)		10,814,404
Ending Fund Balance	5,000	-	-	-	5,000

LIBRARY GIFT	AMENDED FY 21-22 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	GRANTS	AMENDED BUDGET
REVENUES:					
INTERGOVERNMENTAL	0				0
MISCELLANEOUS	3,543		17,078		20,621
Total Revenues	3,543	0	17,078	0	20,621
EXPENSES AND OTHER USES:					
Culture and Recreation:					
Libraries					
Salaries & Wages	0		460		460
Employee Benefits	0				0
Services & Supplies	44,509		16,618		61,127
Capital Outlay	0				0
Total Expenditures	44,509	0	17,078	0	61,587
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	43,236	0	0	0	43,236
	43,236	0	0	0	43,236
Ending Fund Balance:					
Reserved Ending Fund Balance	0				0
Unreserved Ending Fund Balance	2,270	0	0	0	2,270
	2,270	0	0	0	2,270

REGIONAL TRANSPORTATION	AMENDED FY 21-22 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	GRANTS	AMENDED BUDGET
REVENUES:					
Taxes	3,600,255				3,600,255
Licenses and Permits	250,000				250,000
Intergovernmental	3,540,777			613,603	4,154,380
Charges for Services	-				-
Miscellaneous	35,000				35,000
Total Revenues	7,426,032	-	-	613,603	8,039,635
EXPENDITURES AND OTHER USES:					
Public Works:					
Highways and Streets					
Salaries & Wages	435,405				435,405
Employee Benefits	246,019				246,019
Services & Supplies	1,044,516				1,044,516
Capital Outlay	8,617,944			613,603	9,231,547
Total Expenditures	10,343,884	-	-	613,603	10,957,487
OTHER FINANCE SOURCES (USES):					
Bond Proceeds	-				-
Transfer In (Out)					
Debt Service	(1,580,472)				(1,580,472)
Infrastructure	-				-
General Fund	753,000				753,000
Campo	(16,355)				(16,355)
Total Other Sources (Uses)	(843,827)	-	-	-	(843,827)
Beginning Fund Balance:					
Reserved Beg.Fund Balance	-				-
Unreserved Beg.Fund Balance	3,861,679			-	3,861,679
	3,861,679	-	-	-	3,861,679
Ending Fund Balance:					
Reserved Ending Fund Balance	-				-
Unreserved Ending Fund Balance	100,000				100,000
	100,000	-	-	-	100,000

QUALITY OF LIFE	AMENDED FY 21-22 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	DONATIONS/ GRANTS	AMENDED BUDGET
REVENUES:					
Taxes	3,371,323				3,371,323
Intergovernmental	364,752			4,335,837	4,700,589
Charges for Services	-				-
Miscellaneous	27,426			21,769	49,195
Total Revenues	3,763,501	-	-	4,357,606	8,121,107
EXPENSES AND OTHER USES:					
Culture and Recreation					
Park Maintenance					
Salaries & Wages	117,174				117,174
Employee Benefits	30,199				30,199
Services and supplies	578,892				578,892
Capital outlay	241,769				241,769
Subtotal	968,034	-	-	-	968,034
Parks Capital					
Salaries & Wages	-				-
Employee Benefits	-				-
Services and supplies	72,688				72,688
Capital outlay	2,105,590				2,105,590
Subtotal	2,178,278	-	-	-	2,178,278
Open Space					
Salaries & Wages	455,913				455,913
Employee Benefits	187,641				187,641
Services and Supplies	544,043			36,769	580,812
Capital Outlay	3,292,203		-	4,320,837	7,613,040
Subtotal	4,479,800	-	-	4,357,606	8,837,406
Total Expenditures	7,626,112	-	-	4,357,606	11,983,718
OTHER FINANCE SOURCES (USES):					
Transfers In					
General fund	-				-
Transfers Out					
Debt Service	(644,005)				(644,005)
General fund	(187,178)				(187,178)
Total Other Sources (Uses)	(831,183)	-	-	-	(831,183)
Beginning Fund Balance:					
Reserved Beg. Fund Balance	-				-
Unreserved Beg. Fund Balance	4,843,794				4,843,794
Total Beg. Fund Balance	4,843,794	-	-	-	4,843,794
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	AMENDED FY 21-22 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	GRANTS	AMENDED BUDGET
REVENUES:					
Taxes	3,738,925		68,844		3,807,769
Intergovernmental	1,287,148				1,287,148
Charges for Services	50,000				50,000
Miscellaneous	9,800				9,800
Total Revenues	5,085,873	-	68,844	-	5,154,717
EXPENDITURES AND OTHER USES:					
Public Works:					
Highways and Streets					
Salaries & Wages	1,681,931		29,370		1,711,301
Employee Benefits	772,563				772,563
Services & Supplies	3,994,746		39,474		4,034,220
Capital Outlay	955,000				955,000
Total Expenditures	7,404,240	-	68,844	-	7,473,084
OTHER FINANCE SOURCES (USES):					
Other Sources					
Transfers In					
Regional Transportation					-
General Fund	420,000				420,000
Other Uses					
Transfers Out					
Regional Transportation					-
S. Carson NID	(4,800)	-			(4,800)
Total Other Sources (Uses)	415,200	-	-	-	415,200
Beginning Fund Balance:					
Reserved Beg.Fund Balance	-				-
Unreserved Beg.Fund Balance	2,003,167				2,003,167
	2,003,167	-	-	-	2,003,167
Ending Fund Balance:					
Reserved Ending Fund Balance	-				-
Unreserved Ending Fund Balance	100,000	-	-	-	100,000
	100,000	-	-	-	100,000

GRANT FUND	AMENDED FY 21-22 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	GRANTS	AMENDED BUDGET
REVENUES:					
INTERGOVERNMENTAL	41,704,214		(78,209)	359,003	41,985,008
CHARGES FOR SERVICES	315,000			30,000	345,000
MISCELLANEOUS	10,191			640,000	650,191
Total Revenues	42,029,405	-	(78,209)	1,029,003	42,980,199
EXPENSES AND OTHER USES:					
General Government					
Salaries & Wages	900,000			(342,566)	557,434
Employee Benefits	-			48,209	48,209
Services & Supplies	6,451,238				6,451,238
Capital Outlay	13,350,642				13,350,642
Subtotal	20,701,880	-	-	(294,357)	20,407,523
Public Safety					
Salaries & Wages	2,211,624			19,159	2,230,783
Employee Benefits	1,088,773			1,879	1,090,652
Services & Supplies	840,043			64,765	904,808
Capital Outlay	618,640			62,654	681,294
Subtotal	4,759,080	-	-	148,457	4,907,537
Judicial					
Salaries & Wages	-				-
Employee Benefits	-				-
Services & Supplies	24,931				24,931
Subtotal	24,931	-	-	-	24,931
Public Works					
Capital Outlay	-				-
Subtotal	-	-	-	-	-
Welfare					
Salaries & Wages	325,661			10,008	335,669
Employee Benefits	85,918			6,180	92,098
Services & Supplies	927,192			120,616	1,047,808
Subtotal	1,338,771	-	-	136,804	1,475,575
Culture and Recreation					
Salaries & Wages	-				-
Employee Benefits	-				-
Services & Supplies	130,104			15,073	145,177
Capital Outlay	-			640,000	640,000
Subtotal	130,104	-	-	655,073	785,177
Health					
Salaries & Wages	4,991,749			129,901	5,121,650
Employee Benefits	1,448,768			(181,996)	1,266,772
Services & Supplies	8,939,937			435,121	9,375,058
Subtotal	15,380,454	-	-	383,026	15,763,480
Community Support					
Services & Supplies	681,065				681,065
Capital Outlay	380,661				380,661
Subtotal	1,061,726	-	-	-	1,061,726
Total Expenditures	43,396,946	-	-	1,029,003	44,425,949
OTHER FINANCE SOURCES (USES):					
Transfers In					
General Fund	303,671		78,209		381,880
Transfers Out					
General Fund	(151,610)				(151,610)
Total Other Sources (Uses)	152,061	-	78,209	-	230,270
Beginning Fund Balance	1,415,480				1,415,480
Ending Fund Balance	200,000	-	-	-	200,000

EXTRAORDINARY MAINTENANCE	AMENDED FY 21-22 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	GRANTS	AMENDED BUDGET
REVENUES:	-				
Miscellaneous	-				-
Total Revenues	-	-	-	-	-
EXPENSES AND OTHER USES:					
Capital Outlay					
General Government	-				-
Services & Supplies	1,514,518		-		1,514,518
Capital Outlay	2,477,371		8,991,518		11,468,889
Total Expenditures	3,991,889	-	8,991,518	-	12,983,407
OTHER FINANCE SOURCES (USES):					
Bond Proceeds					-
Transfers In					-
General Fund	733,007		8,991,518		9,724,525
Total Other Sources (Uses)	733,007	-	8,991,518	-	9,724,525
Beginning Fund Balance:					
Reserved Beg.Fund Balance	-				-
Unreserved Beg.Fund Balance	3,263,882	-	-	-	3,263,882
	3,263,882	-	-	-	3,263,882
Ending Fund Balance:					
Reserved Ending Fund Balance	-				-
Unreserved Ending Fund Balance	5,000	-	-	-	5,000
	5,000	-	-	-	5,000

PROPRIETARY FUND AMBULANCE	AMENDED FY 21-22 BUDGET	TRANSFER IN (OUT)	BUDGET AUGMENTATION	AMENDED BUDGET
Operating Revenue				
Charges for Services				
Ambulance Fees	9,264,259			9,264,259
Less Uncollectible Accounts	(5,323,010)			(5,323,010)
Total Operating Revenue	3,941,249	-	-	3,941,249
Operating Expense				
Public Safety				
Salaries & Wages	2,084,931		188,399	2,273,330
Employee Benefits	1,485,050			1,485,050
Services & Supplies	1,148,469		16,681	1,165,150
Depreciation/amortization	125,000			125,000
Total Operating Expense	4,843,450	-	205,080	5,048,530
Operating Income or (Loss)	(902,201)	-	(205,080)	(1,107,281)
Nonoperating Revenues				
Interest Earned	25,000	-	-	25,000
Miscellaneous	-	-	205,080	205,080
Gain on Disposal of Fixed Assets	-	-	-	-
Operating Grant	654,580	-	-	654,580
Total Nonoperating Revenues	679,580	-	205,080	884,660
Nonoperating Expenses				
Total Nonoperating Expenses	-	-	-	-
Net Income before Operating Transfers	(222,621)	-	-	(222,621)
Operating Transfers				
In	-	-		-
Out	-			-
Net Operating Transfers	-	-	-	-
NET INCOME	(222,621)	-	-	(222,621)

PROPRIETARY FUND AMBULANCE FUND	AMENDED FY 21-22 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	AMENDED BUDGET
A. CASH FLOWS FROM OPERATING ACTIVITIES:				
Cash received for services	4,595,829			4,595,829
Cash payment for personnel costs	(3,294,981)		(188,399)	(3,483,380)
Cash payment for services & supplies	(1,148,469)		(16,681)	(1,165,150)
Miscellaneous cash received/(paid)	-		205,080	205,080
a. Net cash provided by (or used for) operating activities	152,379	-	-	152,379
B. CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:				
CARES Act Stimulus 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	-			-
Proceeds from Sale of Assets	-			-
Acquisition of capital assets	(766,680)			(766,680)
c. Net cash provided by (or used for) capital and related financing activities	(766,680)	-	-	(766,680)
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)	(589,301)	-	-	(589,301)
CASH AND CASH EQUIVALENTS AT JULY 1, 20xx	3,865,270			3,865,270
CASH AND CASH EQUIVALENTS AT JUNE 30, 20xx	3,275,969	-	-	3,275,969

PROPRIETARY FUND WASTEWATER UTILITY FUND	AMENDED FY 21-22 BUDGET	TRANSFER IN (OUT)	BUDGET AUGMENTATION	AMENDED BUDGET
Operating Revenue Charges for Services Use Fees and Charges	15,689,204			15,689,204
Total Operating Revenue	15,689,204	-	-	15,689,204
Operating Expense Utility Enterprises Salaries & Wages Employee Benefits Services & Supplies	1,769,228 972,718 4,876,417			1,769,228 972,718 4,876,417
Depreciation/amortization	5,035,000			5,035,000
Total Operating Expense	12,653,363	-	-	12,653,363
Operating Income or (Loss)	3,035,841	-	-	3,035,841
Nonoperating Revenues Interest Earned Miscellaneous Federal Subsidy - BAB Credits Solar Rebate	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	1,228,243 - 1,500 - -		12,634 105,960	1,240,877 - 107,460 -
Total Nonoperating Expenses	1,229,743	-	118,594	1,348,337
Net Income (Loss) before Contributions and Transfers	1,848,648	-	(118,594)	1,730,054
Capital Contributions Connection Fees Capital Grants	160,000 - -		126,780	286,780 -
Total Capital Contributions	160,000	-	126,780	286,780
Transfers Out	-	-	-	-
NET INCOME	2,008,648	-	8,186	2,016,834

PROPRIETARY FUND WASTEWATER UTILITY FUND	AMENDED FY 21-22 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	AMENDED BUDGET
A. CASH FLOWS FROM OPERATING ACTIVITIES:				
Cash received for services	15,689,204			15,689,204
Cash payment for personnel costs	(2,543,607)			(2,543,607)
Cash payment for services & supplies	(4,876,417)			(4,876,417)
Miscellaneous cash received/(paid)	21,000			21,000
a. Net cash provided by (or used for) operating activities	8,290,180	-	-	8,290,180
B. CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:				
CSWD Reuse Master 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	(2,894,112)		(1,895,000)	(4,789,112)
Bond interest expense paid	(1,228,243)		(12,634)	(1,240,877)
Bond proceeds	-		1,886,814	1,886,814
Bond issue costs	(1,500)		(105,960)	(107,460)
Federal Subsidy - BAB Credits	1,550			1,550
Acquisition of capital assets	(14,532,814)			(14,532,814)
Cash contributions - sewer Connection fees	160,000		126,780	286,780
c. Net cash provided by (or used for) capital and related financing activities	(18,495,119)	-	-	(18,495,119)
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)	(10,184,939)	-	-	(10,184,939)
CASH AND CASH EQUIVALENTS AT JULY 1, 20xx	18,236,880			18,236,880
CASH AND CASH EQUIVALENTS AT JUNE 30, 20xx	8,051,941	-	-	8,051,941

PROPRIETARY FUND WATER UTILITY FUND	AMENDED FY 21-22 BUDGET	TRANSFER IN (OUT)	BUDGET AUGMENTATION	AMENDED BUDGET
Operating Revenue Charges for Services Use Fees and Charges	17,705,349			17,705,349
Total Operating Revenue	17,705,349	-	-	17,705,349
Operating Expense Utility Enterprises Salaries & Wages Employee Benefits Services & Supplies	2,014,731 1,207,039 5,934,052		13,000	2,014,731 1,207,039 5,947,052
Depreciation/amortization	3,500,000			3,500,000
Total Operating Expense	12,655,822	-	13,000	12,668,822
Operating Income or (Loss)	5,049,527	-	(13,000)	5,036,527
Nonoperating Revenues Interest Earned Miscellaneous Federal Subsidy - BAB Credits Solar Rebate	30,000 - - -			30,000 - - -
Total Nonoperating Revenues	30,000	-	-	30,000
Nonoperating Expenses Interest expense Loss on Disposal of Fixed Asset Bond Costs Arbitrage Rebates Grant Expenses	1,408,783 - 2,000 -		(13,774) 304,369	1,395,009 - 306,369 -
Total Nonoperating Expenses	1,410,783	-	290,595	1,701,378
Net Income (Loss) before Contributions and Transfers	3,668,744	-	(303,595)	3,365,149
Capital Contributions Connection Fees Capital Grants	379,000 865,215			379,000 865,215
Total Capital Contributions	1,244,215	-	-	1,244,215
Transfers Out	-	-	-	-
NET INCOME	4,912,959	-	(303,595)	4,609,364

PROPRIETARY FUND WATER UTILITY FUND	AMENDED FY 21-22 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	AMENDED BUDGET
A. CASH FLOWS FROM OPERATING ACTIVITIES:				
Cash received for services	17,705,349			17,705,349
Cash payment for personnel costs	(2,935,770)			(2,935,770)
Cash payment for services & supplies	(5,934,052)		(13,000)	(5,947,052)
Miscellaneous cash received/(paid)	-			-
a. Net cash provided by (or used for) operating activities	8,835,527	-	(13,000)	8,822,527
B. CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:				
b. Net cash provided by (or used for) noncapital financing activities	-	-	-	-
C. CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:				
Bond principal payments	(3,881,016)		(9,690,000)	(13,571,016)
Bond interest expense paid	(1,408,783)		13,774	(1,395,009)
Bond proceeds	-		17,306,143	17,306,143
Bond issue costs	(2,000)		(304,369)	(306,369)
Federal Subsidy - BAB Credits	-			-
Subsidy from grants	865,215			865,215
Acquisition of capital assets	(16,202,673)		(7,312,548)	(23,515,221)
Cash contributions - sewer connection fees	379,000			379,000
c. Net cash provided by (or used for) capital and related financing activities	(20,250,257)	-	13,000	(20,237,257)
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)	(11,384,730)	-	-	(11,384,730)
CASH AND CASH EQUIVALENTS AT JULY 1, 20xx	15,992,754			15,992,754
CASH AND CASH EQUIVALENTS AT JUNE 30, 20xx	4,608,024	-	-	4,608,024

PROPRIETARY FUND BUILDING PERMITS	ORIGINAL FY 21-22 BUDGET	TRANSFER IN (OUT)	BUDGET AUGMENTATION	AMENDED BUDGET
Operating Revenue Charges for Services Building Permit Fees	1,140,000		500,000	1,640,000
Total Operating Revenue	1,140,000	-	500,000	1,640,000
Operating Expense Public Safety Salaries & Wages Employee Benefits Services & Supplies Depreciation/amortization	314,987 133,266 1,019,213 -		500,000	314,987 133,266 1,519,213 -
Total Operating Expense	1,467,466	-	500,000	1,967,466
Operating Income or (Loss)	(327,466)	-	-	(327,466)
Nonoperating Revenues Grant Revenue Interest Earned	- 7,000			- 7,000
Total Nonoperating Revenues	7,000	-	-	7,000
Nonoperating Expenses				
Total Nonoperating Expenses	-	-	-	-
Net Income (Loss) before Contributions and Transfers	(320,466)	-	-	(320,466)
Capital Contributions				
Total Capital Contributions	-	-	-	-
Transfers				
NET INCOME	(320,466)	-	-	(320,466)

PROPRIETARY FUND BUILDING PERMITS	ORIGINAL FY 21-22 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	AMENDED BUDGET
A. CASH FLOWS FROM OPERATING ACTIVITIES:				
Cash received for services	1,140,000		500,000	1,640,000
Cash payment for personnel costs	(414,733)			(414,733)
Cash payment for services & supplies	(1,019,213)		(500,000)	(1,519,213)
Miscellaneous cash received/(paid)	-			-
a. Net cash provided by (or used for) operating activities	(293,946)	-	-	(293,946)
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:				
c. Net cash provided by (or used for) capital and related financing activities	-	-	-	-
D. CASH FLOWS FROM INVESTING ACTIVITIES:				
Interest received on investments	7,000			7,000
d. Net cash provided by (or used in) investing activities	7,000	-	-	7,000
NET INCREASE (DECREASE) in cash and cash equivalents (a+b+c+d)	(286,946)	-	-	(286,946)
CASH AND CASH EQUIVALENTS AT JULY 1, 20xx	898,349			898,349
CASH AND CASH EQUIVALENTS AT JUNE 30, 20xx	611,403	-	-	611,403

PROPRIETARY FUND GROUP MEDICAL FUND	ORIGINAL 21-22 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	AMENDED BUDGET
Operating Revenue				
Charges for Services				
General Government				
Employee Contributions	1,235,075		57,561	1,292,636
Employer Contributions	7,566,654		15,105	7,581,759
Total Operating Revenue	8,801,729	-	72,666	8,874,395
Operating Expense				
General Government				
Salaries & Wages	237,186	(16,170)		221,016
Employee Benefits	148,081			148,081
Services & Supplies	8,439,729	16,170	74,535	8,530,434
Depreciation/amortization	-			-
Total Operating Expense	8,824,996	-	74,535	8,899,531
Operating Income or (Loss)	(23,267)	-	(1,869)	(25,136)
Nonoperating Revenues				
Interest Earned	200			200
Miscellaneous	-		1,869	1,869
Total Nonoperating Revenues	200	-	1,869	2,069
Nonoperating Expenses				
Loss on Disposal of Fixed Assets				-
Total Nonoperating Expenses	-	-	-	-
Net Income before Operating Transfers	(23,067)	-	-	(23,067)
Operating Transfers				
In	-			-
Out	-			-
Net Operating Transfers	-	-	-	-
NET INCOME	(23,067)	-	-	(23,067)

PROPRIETARY FUND GROUP MEDICAL FUND	ORIGINAL 21-22 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	AMENDED BUDGET
A. CASH FLOWS FROM OPERATING ACTIVITIES:				
Cash received from customers	1,235,075		57,561	1,292,636
Cash received from other funds	7,566,654		15,105	7,581,759
Cash payment for personnel costs	(344,462)	16,170		(328,292)
Cash payment for services & supplies	(8,439,729)	(16,170)	(74,535)	(8,530,434)
Miscellaneous cash received/(paid)	-		1,869	1,869
a. Net cash provided by (or used for) operating activities	17,538	-	-	17,538
B. CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:				
Transfer to other funds	-			-
Transfers Out	-			-
b. Net cash provided by (or used for) noncapital financing activities	-	-	-	-
C. CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:				
Proceeds from sale of equipment	-			-
Net acquisition of prop, plant & equip	-			-
c. Net cash provided by (or used for) capital and related financing activities	-	-	-	-
D. CASH FLOWS FROM INVESTING ACTIVITIES:				
Interest received on investments	200			200
d. Net cash provided by (or used in) investing activities	200	-	-	200
NET INCREASE (DECREASE) in cash and cash equivalents (a+b+c+d)	17,738	-	-	17,738
CASH AND CASH EQUIVALENTS AT JULY 1, 20xx	44,343			44,343
CASH AND CASH EQUIVALENTS AT JUNE 30, 20xx	62,081	-	-	62,081

PROPRIETARY FUND WORKERS COMPENSATION INSURANCE	AMENDED FY 21-22 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	AMENDED BUDGET
Operating Revenue				
Charges for Services				
General Government				
Administrative Fees				
Employer Contributions	1,187,878		130,000	1,317,878
Total Operating Revenue	1,187,878	-	130,000	1,317,878
Operating Expense				
General Government				
Salaries & Wages	114,428		35,282	149,710
Employee Benefits	89,455		26,765	116,220
Services & Supplies	1,082,783		362,728	1,445,511
Depreciation/amortization	6,800			6,800
Total Operating Expense	1,293,466	-	424,775	1,718,241
Operating Income or (Loss)	(105,588)	-	(294,775)	(400,363)
Nonoperating Revenues				
Interest Earned	30,000			30,000
Miscellaneous	-		13,750	13,750
Total Nonoperating Revenues	30,000	-	13,750	43,750
Nonoperating Expenses				
Loss on Disposal of Fixed Assets				-
Total Nonoperating Expenses	-	-	-	-
Net Income before Operating Transfers	(75,588)	-	(281,025)	(356,613)
Operating Transfers				
In	-			-
Out	-			-
Net Operating Transfers	-	-	-	-
NET INCOME	(75,588)	-	(281,025)	(356,613)

PROPRIETARY FUND WORKERS COMPENSATION INSURANCE	AMENDED FY 21-22 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	AMENDED BUDGET
A. CASH FLOWS FROM OPERATING ACTIVITIES:				
Cash received from other funds	1,187,878		130,000	1,317,878
Cash payment for personnel costs	(166,005)		(62,047)	(228,052)
Cash payment for services & supplies	(1,082,783)		(362,728)	(1,445,511)
Miscellaneous cash received/(paid)	-		13,750	13,750
a. Net cash provided by (or used for) operating activities	(60,910)	-	(281,025)	(341,935)
B. CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:				
Transfer to other funds	-			-
Transfers out	-		-	-
b. Net cash provided by (or used for) noncapital financing activities	-	-	-	-
C. CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:				
Proceeds from sale of equipment	-			-
Net aquisition of prop, plant & equip	-			-
c. Net cash provided by (or used for) capital and related financing activities	-	-	-	-
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)	(30,910)	-	(281,025)	(311,935)
CASH AND CASH EQUIVALENTS AT JULY 1, 20xx	3,908,693			3,908,693
CASH AND CASH EQUIVALENTS AT JUNE 30, 20xx	3,877,783	-	(281,025)	3,596,758

PROPRIETARY FUND INSURANCE	ORIGINAL FY 21-22 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	AMENDED BUDGET
Operating Revenue				
Charges for Services				
General Government				
Administrative Fees	2,050,000			2,050,000
Total Operating Revenue	2,050,000	-	-	2,050,000
Operating Expense				
General Government				
Salaries & Wages	93,135		42,405	135,540
Employee Benefits	53,784		16,873	70,657
Services & Supplies	1,954,683		52,588	2,007,271
Depreciation/amortization	16,000		-	16,000
Total Operating Expense	2,117,602	-	111,866	2,229,468
Operating Income or (Loss)	(67,602)	-	(111,866)	(179,468)
Nonoperating Revenues				
Interest Earned	7,000			7,000
Miscellaneous	10,000			10,000
Grant Revenue	-		99,616	99,616
Total Nonoperating Revenues	17,000	-	99,616	116,616
Nonoperating Expenses				
Loss on Disposal of Fixed Assets				-
Total Nonoperating Expenses	-	-	-	-
Net Income before Operating Transfers	(50,602)	-	(12,250)	(62,852)
Operating Transfers				
In	-		-	-
Out	-		-	-
Net Operating Transfers	-	-	-	-
NET INCOME	(50,602)	-	(12,250)	(62,852)

PROPRIETARY FUND INSURANCE	ORIGINAL FY 21-22 BUDGET	TRANSFERS IN (OUT)	BUDGET AUGMENTATION	AMENDED BUDGET
A. CASH FLOWS FROM OPERATING ACTIVITIES:				
Cash received from other funds	2,050,000			2,050,000
Cash payment for personnel costs	(136,296)		(59,278)	(195,574)
Cash payment for services & supplies	(1,954,683)		(52,588)	(2,007,271)
Miscellaneous cash received/(paid)	10,000			10,000
a. Net cash provided by (or used for) operating activities	(30,979)	-	(111,866)	(142,845)
B. CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:				
Subsidy from grants	-		99,616	99,616
Transfers In	-			-
b. Net cash provided by (or used for) noncapital financing activities	-	-	99,616	99,616
C. CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:				
Net acquisition of prop, plant & equip	-			-
c. Net cash provided by (or used for) capital and related financing activities	-	-	-	-
D. CASH FLOWS FROM INVESTING ACTIVITIES:				
Interest received on investments	7,000			7,000
d. Net cash provided by (or used in) investing activities	7,000	-	-	7,000
NET INCREASE (DECREASE) in cash and cash equivalents (a+b+c+d)	(23,979)	-	(12,250)	(36,229)
CASH AND CASH EQUIVALENTS AT JULY 1, 20xx	1,324,148		-	1,324,148
CASH AND CASH EQUIVALENTS AT JUNE 30, 20xx	1,300,169	-	(12,250)	1,287,919



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 16, 2022

Staff Contact: Sheri Russell, Chief Financial Officer

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed resolution for temporary interfund loans from the General Fund or the Regional Transportation Fund to the Carson Area Metropolitan Planning Organization ("CAMPO") Fund for an amount not to exceed \$675,000, and from the General Fund to the Transit Fund for an amount not to exceed \$875,000. (Sheri Russell, srussell@carson.org)

Staff Summary: The CAMPO Fund and the Transit Fund may incur temporary cash shortages on June 30, 2022. Both funds are awaiting grant reimbursements. The inter-fund loan would enable the City to cover any temporary cash shortages in these funds if necessary for financial reporting purposes. The Governmental Accounting Standards Board requires cash balances to be positive at year-end. NRS requires a hearing to ensure cash is available for the temporary funding. No interest rate will be charged, as it is anticipated that the Grant Reimbursements will be received no later than 60 days after June 30, 2022, the fiscal year-end.

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

The CAMPO Fund may incur a cash shortage at June 30, 2022, due to reimbursement-type federal grants related to the CAMPO program. Labor and supplies for the CAMPO program are paid from the Regional Transportation Fund; once a reimbursement request is submitted, those expenses are moved to the CAMPO Fund in anticipation of federal reimbursement. It may take up to two months to receive reimbursement revenue from the federal program. In prior years, the State had agreed to allow CAMPO to file April and May reimbursement requests early, so the cash flow shortage was minimal at year-end. However, they are only accepting quarterly reimbursement requests from now on, so this larger loan is due to an entire quarter of anticipated activity. Staff is requesting a loan to the CAMPO Fund from the Regional Transportation Fund; but because the Regional Transportation Fund is also waiting on large reimbursement-type federal grants, staff is also requesting authorization for a loan from the General Fund in case there is not enough cash in the Regional Transportation Fund.

The Transit Fund may incur a cash shortage at June 30, 2022, due to reimbursement-type federal grants for the Federal Transit Administration program. The loan amounts are an estimate of the payroll and expense costs through June 30, 2022. In addition, there are vehicles that the Transit Fund is anticipating receiving on June 20th. If there is a delay in receipt of the vehicle, the City may not need the large loan.

Historically, the City only loans amounts necessary to bring cash to zero at June 30, 2022, and repays the funds promptly upon receipt of the revenue.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 354.6118

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Regional Transportation Fund - Cash 250-101000, Regional Transportation Fund - Due From Other Funds account 250-130450, CAMPO Fund - Cash 245-101000, CAMPO Fund - Due To Other Funds General Fund 245-208230, General Fund - Cash 101-101000, Due From Transit Fund 101-130740, Transit Fund - Cash 225-101000 Transit Fund - Due To Other Funds 225-208010

Is it currently budgeted? No

Explanation of Fiscal Impact: The transactions do not affect budget accounts (Revenues and Expenses). They only affect Cash, an Asset Account, and Due To or Due From accounts, which are Asset or Liability Accounts.

Cash available for loan as of June 3, 2022:
Regional Transportation Fund Cash Balance = \$3,824,924.06
General Fund Cash Balance = \$14,622,495.59

Alternatives

Do not approve the loans.

Attachments:

[Resolution_for_interfund_loans_2022.docx](#)

Board Action Taken:

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

(Vote Recorded By)

RESOLUTION NO. 2022-R _____

RESOLUTION FOR INTERFUND LOANS FROM THE GENERAL FUND OR THE REGIONAL TRANSPORTATION FUND TO THE CARSON AREA METROPOLITAN PLANNING ORGANIZATION FUND, AND FROM THE GENERAL FUND TO THE TRANSIT FUND.

WHEREAS, the Carson Area Metropolitan Planning Organization (“CAMPO”) Fund and the Transit Fund may incur a temporary cash shortage on June 30, 2022; and

WHEREAS, the interfund loans will enable the City to cover the temporary cash shortages in these Funds; and

WHEREAS, the lending of this money will in no way adversely affect the General Fund nor the Regional Transportation Fund, and these loans are in accordance with NRS 354.6118.

NOW, THEREFORE, be it resolved, the General Fund or the Regional Transportation Fund shall lend the CAMPO Fund an amount not to exceed \$675,000; the General Fund shall lend the Transit Fund an amount not to exceed \$875,000 for the purpose of covering temporary cash shortages in the Funds only as necessary. Further, these loans shall be at a zero percent interest rate for a period not to exceed six (6) months.

ADOPTED this ____ day of _____, 2022.

AYES: Supervisors _____

NAYES: Supervisors _____

ABSENT: Supervisors _____

LORI BAGWELL, Mayor

ATTEST: _____

AUBREY ROWLATT, Clerk-Recorder



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 16, 2022

Staff Contact: Hope Sullivan, AICP, Community Development Director

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed resolution providing for the transfer of Carson City's 2022 Private Activity Bond Volume Cap ("Bond Cap") to the Nevada Rural Housing Authority ("NRHA"). (Hope Sullivan, hsullivan@carson.org)

Staff Summary: According to the provisions of Chapter 348A of the Nevada Revised Statutes and Chapter 348A of the Nevada Administrative Code, Carson City may annually allocate a share of State money that is set aside for tax exempt loans to fund industrial development and affordable housing projects. The Bond Cap provides lower-interest financing for eligible projects and can be transferred to another local government. If no application is received by the City for the use of the Bond Cap and the City does not allocate its share to a specific entity such as the NRHA, the allocation goes back into the State-wide pool for re-allocation. The City has received no other requests for the allocation, and the NRHA is requesting the City's unused portion of the allocation. For 2022, Carson City's share of the Bond Cap is \$3,124,556.93.

Agenda Action: Resolution **Time Requested:** 5 minutes

Proposed Motion

I move to adopt Resolution No. 2022-R-____.

Board's Strategic Goal

Quality of Life

Previous Action

N/A

Background/Issues & Analysis

The Bond Cap program is managed through the State of Nevada Office of Business and Industry ("OBI"), which accepts applications and assists applicants who have qualifying projects. The annual Bond Cap allocations are typically announced in the first quarter of each year, and applications are accepted by the OBI shortly thereafter.

If the OBI had received an application for another project in Carson City, such an application would have been received by the City earlier in 2022. Since there are no other applicants for the City's share of the Bond Cap, the NRHA is requesting that the City transfer its unused allocation (the full amount allocated) for its Home at Last home loan program. The NRHA has indicated that they try to collect the unused portion of the allocation from various jurisdictions within their operational region, and they do not compete with other projects that are seeking the same funds.

Should the City take no action, the City's share of the Bond Cap reverts back to the State pool of funds, which is then distributed to applicants on a state-wide basis. This typically means the funds will be used primarily in the larger counties, including Washoe and Clark Counties, according to NRHA.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 348A; NAC Chapter 348A

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact: There is no cost to the City in transferring the City's portion of the Bond Volume Cap to the NRHA, and there is no other use for which the funds could be used by the City.

Alternatives

Do not transfer the City's Bond Volume Cap to the NRHA and allow the City's allocation to go back into the State-wide pool for use by other State agencies.

Attachments:

[PABC 2022 Resolution Carson City.docx](#)

[2022 volume cap allocations.pdf](#)

[PABC 2022 Request Carson City.docx](#)

[Stats Carson City 2022-06-01.pdf](#)

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)

RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF SUPERVISORS OF CARSON CITY,
NEVADA PROVIDING FOR THE TRANSFER OF CARSON CITY'S 2022
PRIVATE ACTIVITY BOND VOLUME CAP TO THE NEVADA RURAL
HOUSING AUTHORITY; AND OTHER MATTERS RELATED THERETO**

WHEREAS, pursuant to the provisions of Chapter 348A of the Nevada Revised Statutes (“NRS”) and Chapter 348A of the Nevada Administrative Code (“NAC”), there has been allocated to Carson City, Nevada (“City”), the amount of \$3,124,556.93 tax-exempt private activity bond volume cap for year 2022 (“2022 Bond Cap”); and

WHEREAS, the Nevada Rural Housing Authority (“NRHA”), has requested that the City transfer its 2022 Bond Cap to the NRHA for the purpose of providing a means of financing the costs of single family residential housing that will provide decent, safe and sanitary dwellings at affordable prices for persons of low and moderate income (“Single Family Programs”); and

WHEREAS, the City is a local government as defined by NAC 348A.070; and

WHEREAS, NAC 348A.180 provides a procedure whereby the City may, by resolution, transfer to any other local government located within the same county, all or any portion of its 2022 Bond Cap; and

WHEREAS, pursuant to NRS 315.983(1)(a), the NRHA is an instrumentality, local government and political subdivision of the State; and

WHEREAS, the NRHA is located within Carson City, pursuant to NRS 315.963, which defines the NRHA’s area of operation as “any area of the State which is not included within the corporate limits of a city or town having a population of 150,000 or more.”

NOW, THEREFORE, the Board of Supervisors of the City does hereby find, resolve, determine and order as follows:

1. Recitals. The recitals set forth herein above are true and correct in all respects.
2. Transfer of Private Activity Bond Volume Cap. Pursuant to NAC 348A.180, the City hereby transfers its 2022 Bond Cap in the amount of \$3,124,556.93 to the NRHA for its Single Family Programs.
3. Use of 2022 Bond Cap. The NRHA will use the 2022 Bond Cap for single family purposes in calendar year 2022 or carry forward any remaining amount according to the Internal Revenue Code of 1986, as amended, for such purposes.
4. Representative of City. Pursuant to NAC 348A.180(1), the Director of the State of Nevada Department of Business and Industry (“Director”) may contact Nancy Paulson regarding

this Resolution at (775) 887-2100 or in writing at 201 N. Carson Street, Suite 2, City Hall, Carson City, NV 89701

5. Additional Action. The Mayor and Clerk-Recorder of Carson City are hereby authorized and directed to take all actions as necessary to effectuate the transfer of the 2022 Bond Cap, and carry out the duties of the City hereunder, including the execution of all certificates pertaining to the transfer as required by NAC Chapter 348A.

6. Direction to the NRHA. The NRHA shall notify the Director in writing as soon as practicable of the occurrence or nonoccurrence of any term or condition that would affect the disposition of the 2022 Bond Cap.

7. Representative of the NRHA. Pursuant to NAC 348A.180(3), the Director may contact Diane Arvizo, Director of Homeownership Programs of the NRHA regarding this Resolution at (775) 886-7900 or by email at Diane@NVRural.Org or in writing at Nevada Rural Housing Authority, 3695 Desatoya Drive, Carson City, Nevada 89701.

8. Obligation of the City. This Resolution is not to be construed as a pledge of the faith and credit of or by the City, or of any agency, instrumentality, or subdivision of the City. Nothing in this Resolution obligates or authorizes the City to issue bonds for any project or to grant approvals for a project or constitutes a representation that such bonds will be issued.

9. Enforceability. If any section, paragraph, clause or provision of this Resolution 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 Resolution. This Resolution shall go into effect immediately upon its passage.

Upon motion by Supervisor _____, seconded by Supervisor _____, the foregoing resolution was passed and adopted this 16th day of June 2022 by the following vote:

AYES: _____

NAYES: _____

ABSENT: _____

ABSTAIN: _____

CARSON CITY, NEVADA

By _____
Lori Bagwell, Mayor

ATTEST:

By _____
Aubrey Rowlett, Clerk-Recorder

CERTIFICATE OF TRANSFER OF VOLUME CAP

I, Aubrey Rowlatt, am the duly chosen and qualified Clerk-Recorder of Carson City, Nevada (the “City”) and in the performance of my duties as Clerk do hereby certify to the Office of Business Finance and Planning in accordance with Section 348A.260 of the Nevada Administrative Code (“NAC”), that the private activity bond volume cap allocated to Carson City in the amount of \$3,124,556.93 has been transferred as follows:

\$3,124,556.93 has been transferred pursuant to NAC 348A.180 from Carson City, a local government, located in Carson City, Nevada to the Nevada Rural Housing Authority, a local government, located within Carson City for the purpose of providing a means of financing the costs of single family residential housing that will provide decent, safe and sanitary dwellings at affordable prices for persons of low and moderate income.

This certificate is being filed within five (5) days of the transfer being made in accordance with NAC 348.260.

CARSON CITY, NEVADA

By _____
Aubrey Rowlatt, Clerk-Recorder

cc: Diane Arvizo, Nevada Rural Housing Authority

Nancy Paulson

From: Carrie Foley <CFoley@business.nv.gov>
Sent: Thursday, May 12, 2022 2:08 PM
To: Carrie Foley
Subject: State of Nevada - Dept. B & I - 2022 Volume Cap Allocations
Attachments: 2022 Volume Cap Distribution Information.pdf

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

Nevada's 2022 volume cap allocation is \$345,839,010 according to the IRS [Internal Revenue Bulletin 2022-12](#). Based on the certified population numbers received from the [Nevada State Demographer on July 1, 2021](#) the private activity bond ceiling for your jurisdiction can be found on the attached 2022 Volume Cap Distribution Information document.

As required under [NAC 348A.220](#), please mail to my attention at the address below, or email me on or before September 1, 2022, resolutions adopted by your jurisdiction for use of 2022 private activity bond ceiling allocations. Any unused bond allocation will revert back to the Director's Office after that date.

If you have any questions or need additional information please feel free to contact me.

Thanks,

Carrie Foley
Department of Business & Industry
Director's Office
3300 W. Sahara Ave. Suite 425
Las Vegas, NV. 89102
Phone: (702) 486-2754
Web: www.business.nv.gov



State of Nevada - Department of Business & Industry
Distribution of Federal Tax Exempt Private Activity Bonding Authority (CAP)
For Use in Calendar Year 2022

\$345,839,010.00 = Total statewide allocation
 \$172,919,505.00 = Local Jurisdictions allocation Total

Revised from 2021 distribution by Nevada State Department of Business and Industry, Department of Taxation

Counties & Incorporated Cities	2021 Population Estimate**		Percentage of State Population	Total for Distribution \$	172,919,505
	County Total	Jurisdiction Total			
Carson City	57,073	57,073	1.80694%	\$	3,124,556.93
Churchill County	26,310				
Fallon		9,123	0.28884%	\$	499,453.91
Unincorporated County		17,187	0.54414%	\$	940,931.09
Clark County	2,320,551				
Boulder City		15,189	0.48089%	\$	831,547.23
Henderson		330,561	10.46563%	\$	18,097,115.31
Las Vegas		664,960	21.05277%	\$	36,404,348.35
Mesquite		22,981	0.72798%	\$	1,258,133.32
North Las Vegas		275,733	8.72976%	\$	15,095,464.67
Unincorporate County		1,011,127	32.01249%	\$	55,355,840.26
Douglas County	49,661	49,661	1.57228%	\$	2,718,774.58
Elko County	54,546				
Carlin		2,615	0.08279%	\$	143,162.55
Elko		20,976	0.66110%	\$	1,148,366.23
Wells		1,272	0.04027%	\$	69,637.77
West Wendover		4,452	0.14095%	\$	243,732.19
Unincorporated County		25,231	0.79882%	\$	1,381,313.33
Esmeralda County	1,000	1,000	0.03166%	\$	54,746.67
Eureka County	1,898	1,898	0.06009%	\$	103,909.19
Humboldt County	17,202				
Wickenburg		8,306	0.26297%	\$	454,735.87
Unincorporated County		8,896	0.28165%	\$	487,026.41
Lander County	6,195	6,195	0.19613%	\$	339,155.65
Lincoln County	5,188				
Caliente		1,100	0.03483%	\$	60,221.34
Unincorporated County		4,088	0.12943%	\$	223,804.40
Lyon County	58,051				
Fernley		21,105	0.66819%	\$	1,155,428.56
Yerington		3,538	0.11201%	\$	193,693.73
Unincorporated County		33,408	1.05770%	\$	1,828,976.89
Mineral County	4,826	4,826	0.15279%	\$	264,207.45
Nye County	49,289	49,289	1.56050%	\$	2,698,408.82
Pershing County	6,984				
Lovelock		2,029	0.06424%	\$	111,081.00
Unincorporated County		4,955	0.15688%	\$	271,269.77
Storey County	4,359	4,359	0.13801%	\$	238,640.75
Washoe County	485,113				
Reno		264,318	8.36836%	\$	14,470,531.38
Sparks		107,489	3.40312%	\$	5,884,665.24
Unincorporated County		113,306	3.58729%	\$	6,203,126.65
White Pine County	10,293				
Ely		4,138	0.13101%	\$	226,541.74
Unincorporated County		6,155	0.19487%	\$	336,965.78
Totals	3,158,539	3,158,539	100.0000%	\$	172,919,505.00

IRS Bulletin 2022-12

Revised to Excel for 2022 Release Cap Distribution Information



June 1, 2022

Lori Bagwell
Mayor, Carson City
201 N. Carson Street, Ste. 2
Carson City, NV 89701

Re: Request for Private Activity Bond Cap

Dear Mayor Bagwell:

The feeling of home has gained so much power and impact over the past two years, hasn't it? It's where we've all sought hope, comfort, and a sense of belonging during some truly challenging times, and it's what we've aimed to help build in your community with your support. Each year, your county transfers all or a portion of its unused Private Activity Bond Cap (PABC) to Nevada Rural Housing Authority (NRHA), resulting in our continued success operating Home At Last™, the award-winning, single-family housing program created exclusively for rural homebuyers.

Transferring unused PABC to NRHA does not obligate the County in any way – it simply provides us with an additional financing tool to ensure we can continue offering affordable homeownership programs like the Mortgage Credit Certificate (MCC), offered exclusively through NRHA.

Please accept this letter as our request to schedule this action (or consent) item for the Board of County Commissioners meeting being held on June 16, 2022. A draft of the resolution and transfer certificate required by the State of Nevada is attached for your use in preparing this item for the agenda.

Within five (5) days of approval, please email the executed documents to Diane@NVRural.org and mail the originals to:

Attn: Carrie Foley
State of Nevada, Department of Business & Industry
3300 W. Sahara Ave., Suite 425
Las Vegas, NV 89102

If you have any questions about the transfer or this request, please consult your counsel or NRHA's bond counsel, Ryan Bowen at (312) 845-3277.

With Sincere Gratitude,

William L. Brewer
Executive Director

Enclosures: 3 (Resolution, Transfer Certificate, Program Report)



3695 Desatoya Drive, Carson City, NV 89701 • P: 775-887-1795 • F: 775-887-1798
TDD: 800-545-1833 ext. 545 • nvrural.org • Diane@nvrural.org
This institution is an equal opportunity provider and employer.





**HOME
AT LAST™**
BY NEVADA RURAL HOUSING

The Nevada Rural Housing Authority's mission is to promote, provide and finance affordable housing opportunities for all rural Nevadans.

Home At Last™ homeownership programs – from mortgage tax credits, down payment assistance, low-rate mortgage options, to homebuyer education – provide rural Nevadans with access to affordable credit and an opportunity to achieve successful and sustainable homeownership, which is a key component to economic development. Nevada Rural Housing Authority recognizes the tremendous value in working together with our local communities *and* your commitment to helping to ensure every Nevadan has a home they can afford – it's part of what makes rural Nevada a great place to live!

**Program Impact for
Carson City
\$146 Million
in Mortgages Provided**



\$25.7 Million in Private Activity Bond Cap transfers from the City to NRHA since 2006



\$3.2 Million in estimated Federal Tax Savings to homeowners in the City since 2006

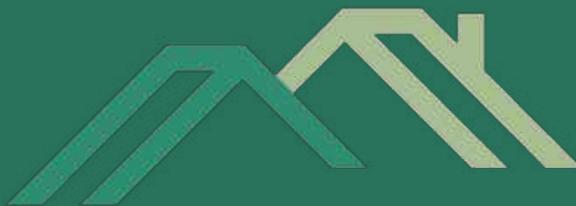


\$4.1 Million in Down Payment Assistance to homebuyers in the City since 2006



747 homeowners in the City through the Home At Last™ program since 2006

**Home At Last™ Program
Performance Since 2006**



\$2.2 Billion
Mortgages Provided

10,375
Homeowners Assisted

\$60 Million
Down Payment Assistance Provided

\$35.6 Million
Estimated Tax Savings to Homeowners
Reinvested in Local Communities



Nevada Rural Housing Authority is an equal opportunity provider and employer.

Home At Last™ Carson City



As a nationally recognized award-winning homeownership program, Home At Last™ provides unprecedented access to a wider range of affordable credit options, resulting in doors being opened for more rural Nevadans to own a home. A transfer of private activity bond cap to Nevada Rural Housing Authority benefits our local communities by providing affordable single-family home financing to low- and moderate-income households.



Home At Last™ University (HAL U, for short), is a nationally recognized program that provides homebuyers, lenders, and real estate professionals with 24/7 online access to required homebuyer education and program training. During the pandemic, HAL U prepared thousands of homebuyers, and trained hundreds of lenders and real estate professionals. HAL U has expanded its reach to assist rural Nevadans by providing the HUD required Housing Choice Voucher (Section 8) briefings to tenants who are unable to meet with a case worker in person.



"The feeling is unreal ... it's our dream home and really a dream come true for our entire family, and that is thanks to Home At Last™" – The Davis Family

Pursuant to NRS 315 et. seq., the Nevada Rural Housing Authority (NRHA) operates under the oversight of a board of commissioners appointed by the Nevada Association of Counties and the Nevada League of Cities and Municipalities, and is defined as an instrumentality, local government and political subdivision of the State of Nevada, exercising public and essential governmental functions. NRHA's area of operation is defined as communities with population below 150,000.



Nevada Rural Housing Authority is an equal opportunity provider and employer.



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 16, 2022

Staff Contact: Heather Ferris, Planning Manager

Agenda Title: For Possible Action: Discussion and possible action to introduce, on first reading, a proposed ordinance amending Section 18.04.135 of the Carson City Municipal Code ("CCMC") to include watchman's quarters in the list of accessory uses for the General Commercial use district. (Heather Ferris, hferris@carson.org)

Staff Summary: The applicant is proposing to amend CCMC 18.04.135 to allow for watchman's quarters as an accessory use in a General Commercial use district. If approved, the watchman's quarters would be required to meet the requirements outlined in CCMC 18.05.035. Pursuant to Nevada Revised Statutes ("NRS") Chapter 237, a business impact statement is not required to be prepared with this ordinance.

Agenda Action: Ordinance - First Reading **Time Requested:** 10 minutes

Proposed Motion

I move to introduce, on first reading, Bill No. _____.

Board's Strategic Goal

Quality of Life

Previous Action

May 25, 2022 - The Planning Commission recommended approval by a vote of 5 - 0, 2 absent.

Background/Issues & Analysis

The applicant owns and operates a personal storage facility in the General Commercial ("GC") use district. Currently, watchman's quarters are not an allowed use in the GC use district, but they would like to have the option in order to provide for on-site, 24-hour security.

Watchman's quarters are allowed as an accessory use in the Tourist Commercial, Limited Industrial, General Industrial, General Industrial Airport, Air Industrial Park, Agriculture, and Conservation reserve use districts subject to compliance with CCMC 18.05.035 which outlines the parameters for which a watchman's quarters can be permitted. If approved, this amendment would allow for watchman's quarters, as an accessory use, in the GC use district, and also makes various clerical edits to the CCMC 18.04.135 consistent with the currently approved ordinance drafting style.

See attached May 25, 2022 staff report to the Planning Commission for additional background and analysis.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapters 237 and 244; NRS 278.260; Article 2 of the Carson City Charter; CCMC 18.02.075

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Do not introduce the proposed ordinance on first reading, modify the proposed ordinance and/or provide alternative direction.

Attachments:

[ZA-2022-0179 \(Watchman's Quarters\) Final.docx](#)

[ZA-2022-0179 \(Watchman's Quarters in GC\) Staff Report PC.docx](#)

[Application.pdf](#)

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)

Summary: Revises various provisions to include watchman’s quarters as an accessory use in a General Commercial use district.

BILL NO. _____

ORDINANCE NO. 2022 - _____

AN ORDINANCE RELATING TO ZONING; REVISING VARIOUS PROVISIONS ESTABLISHING ACCESSORY USES IN A GENERAL COMMERCIAL USE DISTRICT TO INCLUDE WATCHMAN’S QUARTERS; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

The Board of Supervisors of Carson City do ordain:

SECTION I:

That Title 18 (ZONING), Chapter 18.04 (USE DISTRICTS), Section 18.04.135 (GENERAL COMMERCIAL (GC)), is hereby amended (**bold, underlined** text is added, ~~stricken~~ text is deleted) as follows:

18.04.135 - General commercial (“GC”). (NRS 278.250)

The purpose of the GC District is to preserve a commercial district limited primarily to retail and wholesale sales of new and used material, repair and service ~~facilities,~~ **facilities** and offices. Temporary unscreened outdoor display and sale of merchandise for a period not to exceed 30 days within a calendar year may be authorized by the Director pursuant to subsection 8 of CCMC 18.02.115, which establishes provisions relating to outdoor sales and activities.

1. The Primary Permitted Uses in the GC District are retail and wholesale ~~uses,~~ **uses** and other uses of a similar nature. Except for any use described in subsection 3 of CCMC 18.04.135 that is a general commercial conditional use which requires a Special Use Permit, retail commercial uses as described in CCMC 18.04.130 are allowed in addition to the following:

- Animal hospital;
- Appliance repair shop;
- Archery range;
- Assayer;
- Assembly (of product incidental to sales use and limited to ~~thirty percent (30%)~~ **30 percent** of the primary uses floor area);
- Auction sales;
- Automobile repair;
- Ballroom;
- Billiard or pool hall;
- Bookbindery;

Diaper service;
Display designer;
Express office;
Facial cosmetic shading, permanent;
Lithographer, screen printer;
Nightclub;
Parcel delivery service, branch (off-street loading only);
Pawn shop;
Personal storage within an enclosed building (no storage of paints or chemicals);
Plumbing and heating equipment and supplies;
Second hand business;
Sign painting and lettering;
Sport playing field;
Sports arena;
Taxidermist;
Thrift store;
Tire sales, repair and mounting;
Upholstery (wholesale, retail, installation and incidental manufacturing);
Warehouse.

2. The accessory permitted uses incidental to primary permitted uses in the GC District are:

Automobile pawn (accessory to automobile sales);
Home occupation;
Outside storage (subject to Division 1 and 1.12 ~~{Outside Storage}~~ **Outside Storage** of the Development ~~{Standards;}~~ **Standards**);
Temporary outdoor sales ~~{subject}~~ **(subject** to Title 18.02.115.8 (Outdoor Sales and ~~{Activities}.}~~ **Activities)**);
Watchman's quarters.

3. The Conditional Uses in the GC District which require approval of a Special Use Permit are:

Ambulance service and garage;
Armored car service and garage;
Automobile body repair, painting, towing service and garage (vehicles must be stored within enclosed sight-obscured area). The following conditions shall apply to auto body repair in addition to all other requirements in this chapter.

a. Required minimum land area in the GC District for auto body repair shall be ~~{twelve thousand (12,000)}~~ 12,000 square feet.

b. All outside storage containers or other similar enclosures shall be screened to public rights-of-way by a maintained ~~{one hundred percent (100%)}~~ **100 percent** sight obscuring fence or wall permanently installed and maintained at a minimum height of six ~~{(6)}~~ feet.

Automobile pawn (not accessory to automobile sales);
Bus line office, service and storage garage;
Cabinet shop (manufacturing);

Cemetery, mausoleum, sarcophagus, crypt;
 Child care facility;
 Community/regional commercial or office center;
 Congregate care housing/senior citizen home;
 Crematorium;
 Equipment rental (outside storage);
 Farmers market;
 Flea market (indoor);
 Golf course and driving range;
 Hospital;
 Hotel, residence;
 Medical Marijuana Dispensary or Marijuana Retail Store (subject to the provisions of Title 18 Appendix (Carson City Development Standards), Division 1.20 (Medical Marijuana Establishments and Marijuana ~~Establishments~~), **Establishments**), limited to those areas zoned General Commercial within Sections 29 through 32 of Township 15 N., Range 20 E., south of Moses Street (South Carson Street vicinity) and within Sections 1, 2, 9, 10, 11 and 12 of Township 15 N., Range 20 E., and Section 36 of Township 16 N., Range 20 E., east of the I-580 freeway (Highway 50 East ~~vicinity~~), **vicinity**);
 Mobilehome park;
 Municipal well facility;
 Permanent outdoor sales subject to Title 18.02.115.8 (Outdoor Sales and Activities);
 Recreational vehicle park;
 Recycling collection center;
 Schools, K—12, college or university;
 Single-family two-family and multi-family dwelling;
 Utility substation;
 Welding supplies and gases (retail and wholesale sales) (no filling or repair of cylinders);
 Youth recreation facility.

SECTION II:

That no other provisions of Title 18 of the Carson City Municipal Code are affected by this ordinance.

SECTION III:

This ordinance shall be in force and effect from and after the first day of the month of August of the year 2022.

PROPOSED on _____, 2022.

PROPOSED by _____.

PASSED _____, 2022.

VOTE:

AYES: _____

NAYS: _____

ABSENT: _____

LORI BAGWELL, Mayor

ATTEST:

AUBREY ROWLATT, Clerk-Recorder

STAFF REPORT FOR PLANNING COMMISSION MEETING OF MAY 25, 2022

FILE NO: ZA-2022-0179

AGENDA ITEM: 6.B

STAFF CONTACT: Heather Ferris, Planning Manager

AGENDA TITLE: For Possible Action: Discussion and possible action regarding a recommendation to the Carson City Board of Supervisors (“Board”) to amend Title 18 (Zoning), Section 18.04.135 (General Commercial (GC)) of the Carson City Municipal Code (“CCMC”) to include watchman’s quarters in the list of accessory uses for the General Commercial zoning district. (Heather Ferris, hferris@carson.org)

Summary: The applicant is proposing to amend CCMC 18.04.135 to allow for watchman’s quarters as an accessory use in a General Commercial zoning district. If approved, the watchman’s quarters would be required to meet the requirements outlined in CCMC 18.05.035 (Watchman’s quarters).

PROPOSED MOTION: “I move to recommend to the Board of Supervisors approval of an ordinance amending CCMC 18.04.135 to include watchman’s quarters in the list of accessory uses.”

LEGAL REQUIREMENTS: NRS 278.260; CCMC 18.02.050 (Review); CCMC 18.02.075 (Zoning map amendments and zoning code amendments).

KEY ISSUES: Is allowing watchman’s quarters in the General Commercial zoning district as an accessory use appropriate?

DISCUSSION:

The applicant is requesting an amendment to the zoning code to allow watchman’s quarters as an accessory use in the General Commercial zoning district.

Per CCMC 18.03.010 a watchman’s quarters is defined as a “*habitable unit ancillary to the primary use and used solely for security purposes, not to be rented.*” Currently, watchman’s quarters are allowed as an accessory use in the Tourist Commercial, Limited Industrial, General Industrial, General Industrial Airport, Air Industrial Park, Agriculture, and Conservation Reserve zoning districts, subject to compliance with CCMC 18.05.035. CCMC 18.05.035 requires the unit to be clearly accessory to the main use of the property; prohibit payment of rent by the occupants; limit the use of the quarters to 1 family; and requires compliance review by staff every 2 years. Additionally, CCMC 18.05.035 prohibits the use of recreational vehicles for watchman’s quarters. Watchman’s quarters can be a site constructed home or a manufactured home.

Allowing watchman’s quarters as an accessory use in the General Commercial zoning district can be beneficial in providing an option for business and property owners to provide on-site security.

PUBLIC COMMENTS:

As of the writing of this staff report, no public comments were received. Any comments that are received after this report is complete will be submitted prior to or at the Carson City Planning Commission (“Commission”) meeting, depending on their submittal date to the Carson City Planning Division (“Planning”).

OTHER CITY DEPARTMENTS OR OUTSIDE AGENCY COMMENTS:

The application was routed to commenting agencies. No comments were received.

FINDINGS:

The Commission, in making a recommendation to the Board for approval of a zoning code amendment, must make the findings of fact found in CCMC 18.02.075(5). The following findings are recommended by staff:

1. That the proposed amendment is in substantial compliance with and supports the goals and policies of the Master Plan.

The proposed amendment to allow for watchman's quarters as an accessory use in the General Commercial zoning district does not conflict with any goals or policies of the Master Plan. The guiding principles of the Master Plan call for encouraging infill and redevelopment within the City's existing urbanized area; maintaining a compact development footprint; and providing a citywide mix of land uses to accommodate future housing, jobs, recreation, and retail services.

2. That the proposed amendment will provide for land uses compatible with existing adjacent land uses and will not have detrimental impacts to other properties in the vicinity.

The proposed amendment to allow for watchman's quarters as an accessory use in the General Commercial zoning district will not change the type of land use permitted per the zoning ordinance, therefore it will not create incompatible land uses. The watchman's quarters are required to comply with CCMC 18.05.035 will only be allowed for the purposes of providing security.

3. That the proposed amendment will not negatively impact existing or planned public services or facilities and will not adversely impact the public health, safety and welfare.

The proposed amendment to allow for watchman's quarters as an accessory use in the General Commercial zoning district will not negatively impact existing or planned public services or facilities and will not adversely impact the public health, safety, and welfare. The construction of a watchman's quarters will require a building permit and will therefore be reviewed for compliance with all applicable requirements.

Attachments:

- 1) Draft ordinance
- 2) Application packet

Carson City Planning Division
108 E. Proctor Street- Carson City NV 89701
Phone: (775) 887-2180 • E-mail: planning@carson.org

For Office Use Only:
ZONING CODE AMENDMENT

FILE #

FEE: \$3,250.00 + noticing fee

APPLICANT
Carson Tahoe Development

- Application Form, Written Project Description and Supporting Documentation
- 5 Completed Application Packets (1 Original + 4 Copies)

MAILING ADDRESS, CITY STATE, ZIP
750 Old Clear Crk Rd, Carson City, NV

Application Reviewed and Received By:

PHONE # 775 888-9777 **FAX #**

Submission deadline: Planning Commission application submittal [schedule](#).

EMAIL ADDRESS
CarsonTahoeSelfStorage@gmail.com

Note: Submittals must be of sufficient clarity and detail such that all departments are able to determine if they can support the request. Additional information may be required.

Requested Amendment to Development Standards: _____ or Title 18. 04.135

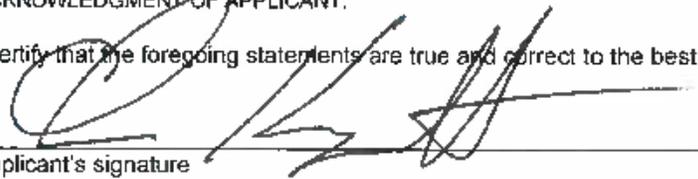
Required Findings: Title 18 of the Carson City Municipal Code (CCMC) requires that the applicant must present evidence justifying the revision to the Code, that the proposed addition/deletion will be consistent with the objectives of the Master Plan and will not be detrimental to the surrounding properties. A statement relative to findings from Page 2 **MUST** be included herewith, or on an attached sheet.

Please remember that the requested code revision will affect all of Carson City and not only your parcel of land. Present your statement with that in mind. In addition to the brief description of your project and proposed use, provide additional page(s) to show a more detailed summary of your project and proposal.

see attached

ACKNOWLEDGMENT OF APPLICANT:

certify that the foregoing statements are true and correct to the best of my knowledge and belief.


Applicant's signature

4-3-22
Date

We are requesting an amendment in regards to "watchman's" quarters on our property located at 750 Old Clear Creek Road, Carson Tahoe Self Storage. Our plan is to add a watchman's quarters above the already existing office building. We have had numerous break ins after hours onto the property and feel that having a 24/7 watchman on property would detour such activity. It should be noted that our neighboring storage business', Clear Creek Storage and Cube Storage, both have existing watchman's quarters on their property.

Adding this feature to our property would provide an added security, as we would have a 24/7 watchman on the property. We do not have any neighbors that this addition would affect, as we are situated between Clear Creek Storage and Costco.

We would greatly appreciate your consideration in approving this amendment.

APPLICATION FOR A CHANGE IN THE ZONING CODE

**WHAT ARE THE "FINDINGS"
THAT MUST BE SUPPORTED?**

The Carson City Municipal Code (CCMC 18.02.075) sets out the required findings.

- 1. That the proposed amendment is in substantial compliance with and supports the goals and policies of the Master Plan.
- 2. That the proposed amendment will provide for land uses compatible with existing adjacent land uses and will not have detrimental impacts to other properties in the vicinity.
- 3. That the proposed amendment will not negatively impact existing or planned public services or facilities and will not adversely impact the public health, safety and welfare.

In order to meet the requirement that "proof of satisfying the findings come from the applicant", some background work may be required to provide the facts and evidence.

- 1. Review the goals and policies listed in the Master Plan and identify those recommendations that support the proposal. The applicable Master Plan goals and policies are attached to this application. A copy of the Master Plan is available on the City website (www.carson.org), or obtain a CD disk at the Planning Division.
- 2. Look at the proposal objectively. Try to consider what you would feel if you lived next door and someone were proposing this change of zoning code next to your business or home.
- 3. The more information assembled before turning the project into the Planning Division helps to ensure that there are few or no "surprises" when other departments and agencies look at the proposal.

Complete information provided with the application makes it easier for the Planning Commission and the Board to arrive at their decision.

Remember, it's your job to ensure that the Planning Commission and Board have the information to make the required findings. The Planning Division can offer some help, but cannot do the work for you. If you have any questions, please give us a call.

**PLEASE LIST EACH QUESTION ABOVE AND RESPOND IN
OUR OWN WORDS TO SUPPORT YOUR REQUEST**

Amendment proposal for 750 Old Clear Creek Road, Carson City, NV 89705

1. In regards to required findings, that the proposed amendment is in substantial compliance with and supports the goals and policies of the master plan; Currently the property resides in the commercial/regional commercial master plan and we are asking for an amendment to provide a Watchman's Quarters to said property. This would be located above the existing office on the property. Adding a Watchman's Quarters to our property would increase safety and security of not only our property, but also properties and businesses that surround us.
2. This proposed amendment of adding a Watchman's Quarters to our property, would not affect or impact other properties in the vicinity. To note, our neighboring business, Clear Creek Storage, has a two story free standing home (Watchman's Quarters) on their property. The other neighboring business, Costco, would not be affected whatsoever.
3. This amendment will not negatively impact existing or planned public services as previously mentioned. Adding Watchman's Quarters to our property would add a level of 24/7 security not only to our property, but to surrounding businesses.

In regards to proof to satisfying the findings, we feel that adding a Watchman's Quarters to our property located at 750 Old Clear Creek Road, is in line with the master plan. Our amendment would in no way affect our surrounding neighbors/businesses. It should be noted that we do not have any residence near us, besides the Watchmen's Quarters that exists at Clear Creek Storage just above us. As mentioned previously, adding a watchmen quarters above our existing office building, would greatly benefit not only our property, but surrounding businesses as well. The added level of security and protection this amendment adds by allowing us to have a 24/7 live in manager on said property, would greatly cut down on vandalism and break ins. We would greatly appreciate your approval on this amendment to 750 Old Clear Creek Road.



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 16, 2022

Staff Contact: Heather Ferris, Planning Manager

Agenda Title: For Possible Action: Discussion and possible action regarding a master plan amendment to change the Master Plan designation from Medium Density Residential (“MDR”) to Parks and Recreation (“PR”) for APNs 008-852-28, 008-754-28, and 008-754-29 and Low Density Residential (“LDR”) to Parks and Recreation (“PR”) APNs 008-052-24, 008-051-23, 008-051-24, and 008-051-25, parcels located on the east side of Imus Road between Arrowhead Drive and Genoa Lane. (Heather Ferris, hferris@carson.org)

Staff Summary: As part of the 2021 Master Plan Annual Report staff inventoried City owned parks and recreational facilities to ensure the zoning and Master Plan designations are appropriate. The subject property is vacant park property owned by the City. To create consistency with the land use and ownership, the Master Plan designation should be Parks and Recreation. The requested Master Plan amendment is being made concurrently with a request for a zoning map amendment (ZA-2022-0217).

Agenda Action: Formal Action / Motion **Time Requested:** 5 minutes

Proposed Motion

I move to approve the amendment to the Master Plan Land Use Map as presented.

Board's Strategic Goal

Quality of Life

Previous Action

May 25, 2022 - The Planning Commission conducted a public hearing and voted 5-0, 2 absent to approve Resolution No. 2022-PC-R-1 recommending approval of the subject Master Plan amendment based on the ability to make the required findings.

Background/Issues & Analysis

See the attached May 25, 2022, Planning Commission staff report. The Board of Supervisors is authorized to amend the Master Plan Land Use Map.

Applicable Statute, Code, Policy, Rule or Regulation

CCMC 18.02.050 and 18.02.070

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Do not approve the requested Master Plan amendment and/or provide alternative direction.

Attachments:

[ZA-2022-0217 & MPA-2022-0219 \(Imus Park\) PC staff report.docx](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

STAFF REPORT FOR PLANNING COMMISSION MEETING OF MAY 25, 2022

FILE: MPA-2022-0219 & ZA-2022-0217

AGENDA ITEM: 6.H & 6.I

STAFF CONTACT: Heather Ferris, Planning Manager

AGENDA TITLE:

MPA-2022-0219 For Possible Action: Discussion and possible action regarding a recommendation to the Board of Supervisors regarding a master plan amendment to change the master plan designation from Medium Density Residential (“MDR”) to Parks and Recreation (“PR”) for APNs 008-852-28, 008-754-28, and 008-754-29 and Low Density Residential (“LDR”) to Parks and Recreation (“PR”) for APNs 008-052-24, 008-051-23, 008-051-24, and 008-051-25, parcels located on the east side of Imus Road between Arrowhead Drive and Genoa Lane. (Heather Ferris, hferris@carson.org)

Staff Summary: As part of the 2021 Master Plan Annual Report staff inventoried City owned parks and recreational facilities to ensure the zoning and master plan designations are appropriate. The subject property is vacant park property owned by the City. To create consistency with the land use and ownership, the Master Plan designation should be Parks and Recreation. The requested master plan amendment is being made concurrently with a request for a zoning map amendment (ZA-2022-0217). The Planning Commission makes a recommendation to the Board of Supervisors.

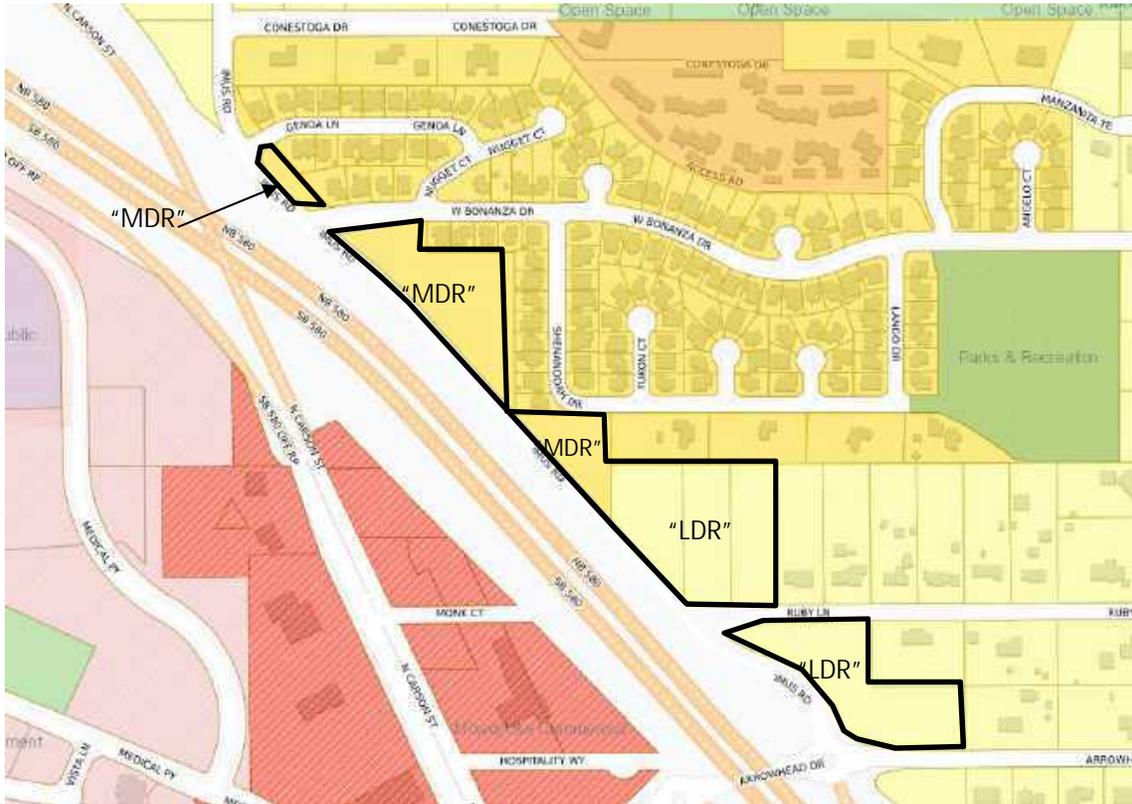
ZA-2022-0217 For Possible Action: Discussion and possible action regarding a recommendation to the Board of Supervisors regarding a zoning map amendment to change the zoning designation from Single-family 6,000 (“SF6”) to Public Neighborhood (“PN”) for APN 008-852-28 and a portion of 008-754-28; and from Single-family 1 acre (“SF1A”) to Public Neighborhood for APNs 008-052-24, 008-051-23; 008-051-24; 008-051-25; 008-754-29; and a portion of 008-754-28, parcels located on the east side of Imus Road between Arrowhead Drive and Genoa Lane. (Heather Ferris, hferris@carson.org)

Staff Summary: As part of the 2021 Master Plan Annual Report staff inventoried City owned parks and recreational facilities to ensure the zoning and master plan designations are appropriate. The subject property is vacant park property owned by the City. To create consistency with the proposed master plan designation, the zoning should be Public Neighborhood. The requested zoning map amendment is being made concurrently with a request for a master plan amendment (MPA-2022-0219). The Planning Commission makes a recommendation to the Board of Supervisors.

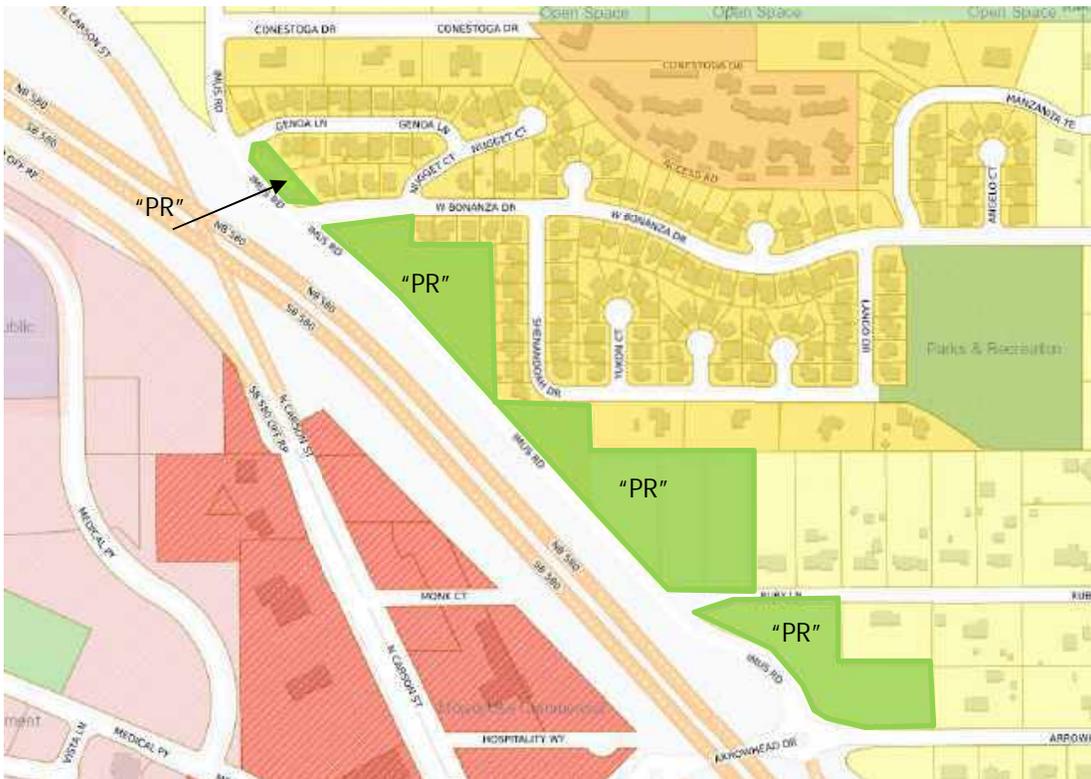
MASTER PLAN AMENDMENT RECOMMENDED MOTION: “I move to adopt resolution number 2022-PC-R-1.”

ZONING MAP AMENDMENT RECOMMENDED MOTION: “I move to recommend to the Board of Supervisors approval of the zoning map amendment ZA-2022-0217 as presented.”

EXISTING MASTER PLAN



PROPOSED MASTER PLAN



LEGAL REQUIREMENTS: Carson City Municipal Code (“CCMC”) 18.02.050 (Review); 18.02.070 (Master Plan) 18.02.075 (Zoning Map Amendments and Zoning Code Amendments)

EXISTING MASTER PLAN DESIGNATION: Medium Density Residential (“MDR”) and Low Density Residential (“LDR”)

PROPOSED MASTER PLAN DESIGNATION: Parks & Recreation (“PR”)

EXISTING ZONING: Single-family 6,000 (“SF6”) and Single-family 1 acres (“SF-1A”)

PROPOSED ZONING: Public Neighborhood (“PN”)

SURROUNDING ZONING AND LAND USE INFORMATION:

NORTH: Single-family 6,000 / single-family residences
SOUTH: Single-family 1 acres / single-family residences
EAST: Single-family 6,000 & Single-family 1 acres / single-family residences
WEST: Single-family 1 acre / Imus Road

BACKGROUND AND DISCUSSION:

At its meeting of December 15, 2021, the Planning Commission was provided with an update on the Master Plan implementation activities and reviewed and made a recommendation to the Board of Supervisors on the Master Plan Action Plan and other Master Plan related matters. At its meeting of January 20, 2022, the Board of Supervisors accepted the 2021 Master Plan report from the Planning Commission.

As part of the 2021 Master Plan Annual Report staff inventoried City owned parks and recreational facilities to ensure the zoning and master plan designations are appropriate for their use. The subject property vacant park property and is owned by the City. To create consistency with the land use and ownership, the Master Plan designation should be Parks and Recreation. Likewise, to create consistency with the proposed master plan designation, the zoning should be Public Neighborhood. The Planning Commission makes a recommendation to the Board of Supervisors. The Board of Supervisors may amend the Zoning and Master Plan Maps, following a recommendation from the Planning Commission.

PUBLIC COMMENTS: On May 11, 2022, public hearing notices were mailed to 151 property owners within 600 feet of the subject properties in accordance with the provisions of NRS and CCMC 18.02.045. At the time of the writing of this report staff has not received any public comment. Any comments that are received after this report is completed will be provided to the Planning Commission either prior to or at the May 25, 2022 meeting depending on their submittal date to the Planning Division.

OTHER CITY DEPARTMENT OR OUTSIDE AGENCY COMMENTS:

The requests were routed to other departments for review and comment. All indicated they had no comments or concerns with the proposed amendments.

FINDINGS: Staff recommends the following findings for approval of the Master Plan Amendment and Zoning Map Amendment pursuant to the CCMC 18.02.070 and 18.02.075, Zoning Map Amendments and Zoning Code Amendments.

MASTER PLAN AMENDMENT FINDINGS: Per the provisions of CCMC 18.02.070.

1. The proposed amendment is in substantial compliance with the goals, policies and action programs of the Master Plan.

The proposed amendment is in substantial compliance with the goals, policies, and action programs of the Master Plan. There are currently two different master plan designations applied to the subject parcels—Medium Density Residential and Low Density Residential. Neither of these designations are consistent with the ownership or use of the land. The property is currently vacant City owned land. The proposed designation of Parks & Recreation is consistent with the ownership and would allow for uses such as parks, pathways, and recreational facilities. The proposal is to apply the Parks and Recreation master plan across all parcels will make it consistent with the land use and ownership.

2. The proposed amendment will provide for land uses compatible with existing adjacent land uses and will not have detrimental impacts to other properties in the vicinity.

The proposed amendment will provide for land uses compatible with the residential uses in the area. The proposed designation will make the master plan designation consistent with the land use and ownership of the parcel. Currently the parcel is vacant city owned park property.

3. The proposed amendment is in response to changed conditions that have occurred since the plan was adopted and the requested amendment represents a more desirable use of land.

The proposed amendment will provide for consistency with the land use and ownership of the parcels. Currently the parcel is vacant city owned park property.

4. The requested amendment will promote the desired pattern of orderly physical growth and guides development based on the projected population growth with the least amount of natural resource impairment and the efficient expenditure of funds for public services.

The proposed amendment will provide for consistency with the land use and ownership. The Parks and Recreation master plan designation allows for parks, pathways, and recreational facilities. Currently there are no plans to improve these vacant parcels.

ZONING MAP AMENDMENT FINDINGS:

1. That the proposed amendment is in substantial compliance with and supports the goals and policies of the master plan.

Chapter 3 of the Master Plan identifies the land use designations and identifies what zoning districts corresponds to the land use designation. If the Master Plan is amended to designate the parcels as Parks and Recreation, the proposed Public Neighborhood zoning district would be a corresponding zoning district that will implement the Master Plan.

2. That the proposed amendment will provide for land uses compatible with existing adjacent land uses and will not have detrimental impacts to other properties in the vicinity.

The proposed amendment will provide for land uses compatible with the residential uses in the area. The proposed designation will make the master plan designation consistent with the land

use and ownership of the parcel. Currently the parcel is vacant city owned park property and there are no plans for improvements.

- 3. That the proposed amendment will not negatively impact existing or planned public services or facilities and will not adversely impact the public health, safety and welfare.**

The proposed zoning map amendment will not negatively impact existing or planned public services or facilities and will not adversely impact the public health, safety and welfare. The proposed Public Neighborhood zoning will be consistent with the proposed master plan designation of Parks and Recreation. Both the master plan amendment and zoning map amendment will result in consistency with the existing land use and ownership of the subject parcels.

Attachments:

Resolution 2022-PC-R-1

Draft zoning map amendment ordinance



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 16, 2022

Staff Contact: Heather Ferris, Planning Manager

Agenda Title: For Possible Action: Discussion and possible action to introduce, on first reading, an ordinance approving a zoning map amendment to change the zoning from Single-family 6,000 ("SF6") to Public Neighborhood ("PN") for APN 008-852-28 and a portion of 008-754-28; and from Single-family 1 acre ("SF1A") to Public Neighborhood for APNs 008-052-24, 008-051-23; 008-051-24; 008-051-25; 008-754-29; and a portion of 008-754-28, parcels located on the east side of Imus Road between Arrowhead Drive and Genoa Lane. (Heather Ferris, hferris@carson.org)

Staff Summary: As part of the 2021 Master Plan Annual Report staff inventoried City owned parks and recreational facilities to ensure the zoning and Master Plan designations are appropriate. The subject property is vacant park property owned by the City. To create consistency with the proposed Master Plan designation, the property should be zoned Public Neighborhood. The requested zoning map amendment is being made concurrently with a request for a Master Plan map amendment (MPA-2022-0219).

Agenda Action: Ordinance - First Reading **Time Requested:** 5 minutes

Proposed Motion

I move to introduce, on first reading, Bill No. _____.

Board's Strategic Goal

Quality of Life

Previous Action

May 25, 2022 - The Planning Commission recommended approval by a vote of 5 - 0, 2 absent.

Background/Issues & Analysis

This zoning map amendment has been requested concurrently with the Master Plan Amendment (MPA-2022-0219). Please reference the May 25, 2022 Planning Commission staff report attached to MPA-2022-0219 for additional information. The Board of Supervisors is authorized to amend the zoning map.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 244; Article 2 of the Carson City Charter; CCMC 18.02.075

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Do not introduce the ordinance on first reading, denying the requested zoning change; modify the proposed ordinance; and/or provide alternative direction.

Attachments:

[ZA-2022-0217_Ord.-_1st_reading.doc](#)

Board Action Taken:

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

(Vote Recorded By)

SUMMARY – Amends the Carson City zoning map.

BILL NO. _____
ORDINANCE NO. 2022-__

AN ORDINANCE RELATING TO ZONING; ESTABLISHING VARIOUS PROVISIONS TO CHANGE THE ZONING FROM SINGLE-FAMILY 6,000 (“SF6”) TO PUBLIC NEIGHBORHOOD (“PN”) FOR APN 008-852-28 AND A PORTION OF 008-754-28; AND FROM SINGLE-FAMILY 1 ACRE (“SF1A”) TO PUBLIC NEIGHBORHOOD FOR APNS 008-052-24, 008-051-23; 008-051-24; 008-051-25; 008-754-29; AND A PORTION OF 008-754-28; LOCATED ON THE EAST SIDE OF IMUS ROAD BETWEEN ARROWHEAD DRIVE AND GENOA LANE.

The Board of Supervisors of Carson City do ordain:

SECTION I:

An application for a zoning map amendment affecting Assessor’s Parcel Numbers (“APNs”) 008-852-28; 008-754-28; 008-052-24; 008-051-23; 008-051-24; 008-051-25; and 008-754-29; located on the east side of Imus Road between Arrowhead Drive and Genoa Lane, Carson City, Nevada, was duly submitted to the Planning Division of the Carson City Community Development Department in accordance with section 18.02.075 of the Carson City Municipal Code (“CCMC”) to revise the existing zoning designation from Single-family 6,000 (“SF6”) to Public Neighborhood (“PN”) for APN 008-852-28 and a portion of 008-754-28; and from Single-family 1 acre (“SF1A”) to Public Neighborhood for APNs 008-052-24, 008-051-23; 008-051-24; 008-051-25; 008-754-29; and a portion of 008-754-28. After proper noticing in accordance with Chapter 278 of the Nevada Revised Statutes and CCMC Title 18, on May 25, 2022, the Planning Commission, during a public hearing, reviewed the staff report of the Planning Division, received public comment and voted 5 ayes, 0 nays, and 2 absent to recommend to the Board of Supervisors approval of the application for the zoning map amendment.

SECTION II:

The zoning map of Carson City is hereby amended to change the zoning from Single-family 6,000 (“SF6”) to Public Neighborhood (“PN”) for APN 008-852-28 and a portion of 008-754-28; and from Single-family 1 acre (“SF1A”) to Public Neighborhood for APNs 008-052-24, 008-051-23; 008-051-24; 008-051-25; 008-754-29; and a portion of 008-754-28, as depicted in Attachment A, based on the findings that the zoning map amendment:

1. Is in substantial compliance with the goals, policies and action programs of the Carson City master plan.
2. Will provide for land uses that are compatible with existing adjacent land uses.
3. Will not have a detrimental impact on other properties within the vicinity.
4. Will not negatively impact existing or planned public services or facilities.
5. Will not adversely impact the health, safety or welfare of the public.
6. Satisfies all other required findings of fact as set forth in CCMC 18.02.075(5).

PROPOSED this _____ day of _____ 2022.

PROPOSED BY Supervisor _____

PASSED on the _____ day of _____ 2022.

VOTE:

AYES: _____

NAYS: _____

ABSENT: _____

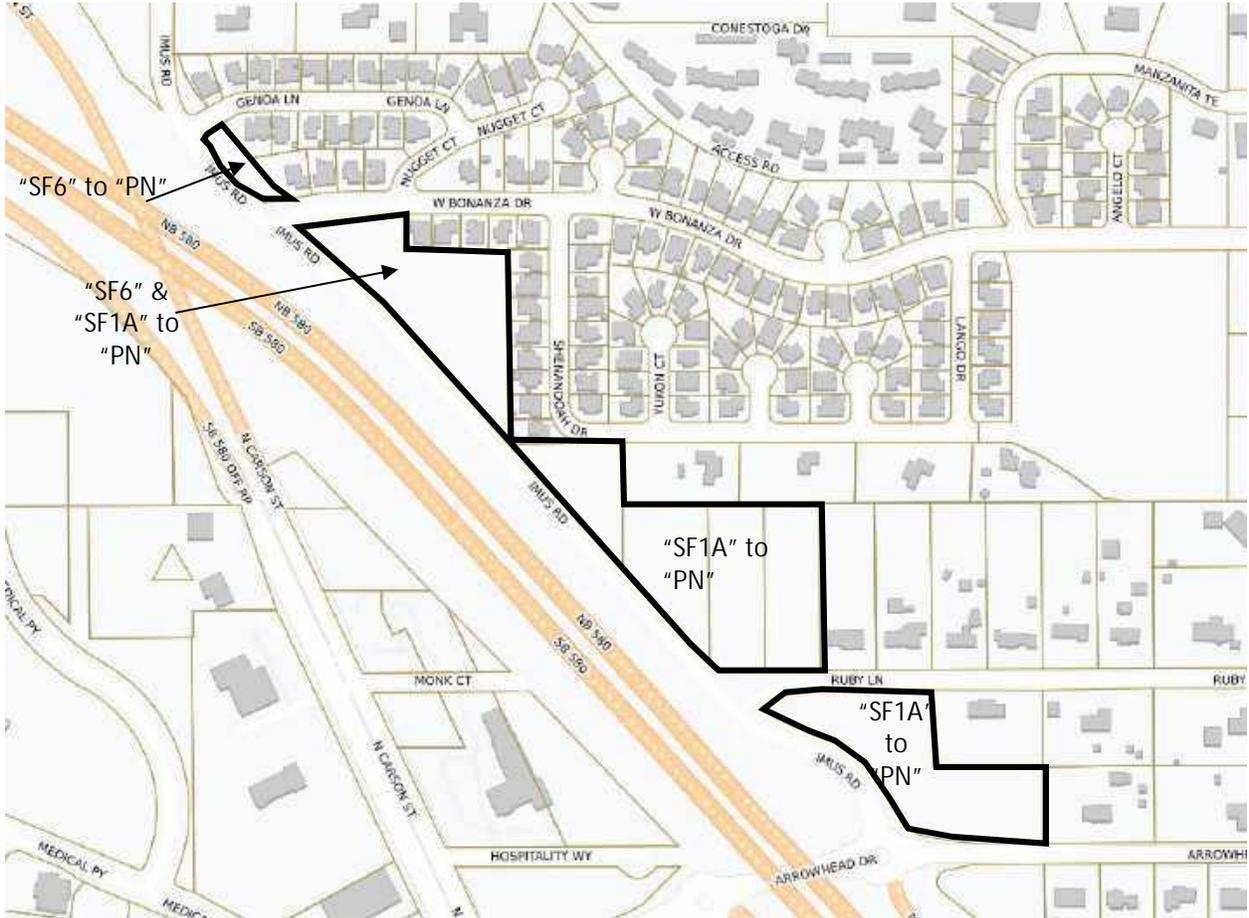
LORI BAGWELL, Mayor

ATTEST:

AUBREY ROWLATT, Clerk-Recorder

This ordinance shall be in force and effect from and after the _____ of _____,
2022.

Attachment A





STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 16, 2022

Staff Contact: Heather Ferris, Planning Manager

Agenda Title: For Possible Action: Discussion and possible action to introduce, on first reading, an ordinance approving a zoning map amendment to change the zoning from Single-family 12,000 Planned Unit Development ("SF12-P") to Public Neighborhood Planned Unit Development ("PN-P") for the parcel located on the east side of Oak Ridge Drive, approximately 300 feet south of W. College Parkway, APN 007-462-13. (Heather Ferris, hferris@carson.org)

Staff Summary: As part of the 2021 Master Plan Annual Report staff inventoried City owned parks and recreational facilities to ensure the zoning and Master Plan designations are appropriate. The subject property is known as John Mankins Park and is owned by the City. To create consistency with the existing Parks and Recreation Master Plan designation the property should be zoned Public Neighborhood Planned Unit Development.

Agenda Action: Ordinance - First Reading **Time Requested:** 10 minutes

Proposed Motion

I move to introduce, on first reading, Bill No. _____.

Board's Strategic Goal

Quality of Life

Previous Action

May 25, 2022 - The Planning Commission recommended approval by a vote of 5 - 0, 2 absent.

Background/Issues & Analysis

See attached May 25, 2022 staff report to the Planning Commission for additional information. The Board of Supervisors is authorized to amend the zoning map.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 244; Article 2 of the Carson City Charter; CCMC 18.02.075

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Do not introduce the ordinance on first reading, denying the requested zoning change; modify the proposed ordinance; and/or provide alternative direction.

Attachments:

[ZA-2022-0220 Ord 1st_reading.doc](#)

[25 e backup.pdf](#)

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)

SUMMARY – Amends the Carson City zoning map.

BILL NO. _____
ORDINANCE NO. 2022-__

AN ORDINANCE RELATING TO ZONING; ESTABLISHING VARIOUS PROVISIONS TO CHANGE THE ZONING FROM SINGLE-FAMILY 12,000 PLANNED UNIT DEVELOPMENT (“SF12-P”) TO PUBLIC NEIGHBORHOOD PLANNED UNIT DEVELOPMENT (“PN-P”) FOR THE PARCEL LOCATED ON THE EAST SIDE OF OAK RIDGE DRIVE, APPROXIMATELY 300 FEET SOUTH OF W. COLLEGE PARKWAY, APN 007-462-13

The Board of Supervisors of Carson City do ordain:

SECTION I:

An application for a zoning map amendment affecting Assessor’s Parcel Number (“APN”) 007-462-13, located on the east side of Oak Ridge Drive, approximately 300 feet south of W. College Parkway, Carson City, Nevada, was duly submitted to the Planning Division of the Carson City Community Development Department in accordance with section 18.02.075 of the Carson City Municipal Code (“CCMC”) to revise the existing zoning designation of APN 007-462-13 from Single-Family 12,000 Planned Unit Development (“SF-12-P”) to Public Neighborhood Planned Unit Development (“PN-P”). After proper noticing in accordance with Chapter 278 of the Nevada Revised Statutes and CCMC Title 18, on May 25, 2022, the Planning Commission, during a public hearing, reviewed the staff report of the Planning Division, received public comment and voted 5 ayes, 0 nays, and 2 absent to recommend to the Board of Supervisors approval of the application for the zoning map amendment.

SECTION II:

The zoning map of Carson City is hereby amended to change the zoning of APN 007-462-13 from Single-family 12,000 Planned Unit Development (SF-12-P) to Public Neighborhood Planned Unit Development (PN-P), as depicted in Attachment A, based on the findings that the zoning map amendment:

1. Is in substantial compliance with the goals, policies and action programs of the Carson City master plan.
2. Will provide for land uses that are compatible with existing adjacent land uses.
3. Will not have a detrimental impact on other properties within the vicinity.
4. Will not negatively impact existing or planned public services or facilities.
5. Will not adversely impact the health, safety or welfare of the public.
6. Satisfies all other required findings of fact as set forth in CCMC 18.02.075(5).

PROPOSED this _____ day of _____ 2022.

PROPOSED BY Supervisor _____

PASSED on the _____ day of _____ 2022.

VOTE:

AYES: _____

NAYS: _____

ABSENT: _____

Lori Bagwell, Mayor

ATTEST:

Aubrey Rowlett, Clerk-Recorder

This ordinance shall be in force and effect from and after the ____ of _____,
2022.

Attachment A



STAFF REPORT FOR PLANNING COMMISSION MEETING OF MAY 25, 2022

FILE: ZA-2022-0220

AGENDA ITEM: 6.C

STAFF CONTACT: Heather Ferris, Planning Manager

AGENDA TITLE: For Possible Action: Discussion and possible action regarding a recommendation to the Board of Supervisors regarding a zoning map amendment to change the zoning from Single-family 12,000 Planned Unit Development (“SF12-P”) to Public Neighborhood Planned Unit Development (“PN-P”) for the parcel located on the east side of Oak Ridge Drive, approximately 300 feet south of W. College Parkway, APN 007-462-13. (Heather Ferris, hferris@carson.org)

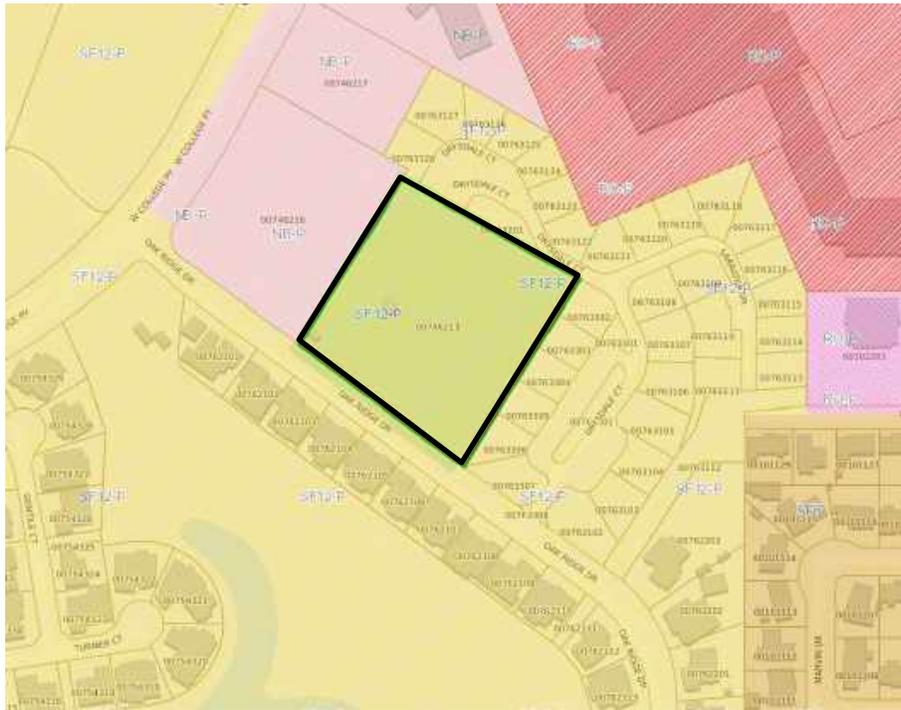
Staff Summary: As part of the 2021 Master Plan Annual Report staff inventoried City owned parks and recreational facilities to ensure the zoning and master plan designations are appropriate. The subject property is known as John Mankins Park and is owned by the City. To create consistency with the existing Parks and Recreation master plan designation the property should be zoned Public Neighborhood Planned Unit Development. The Planning Commission makes a recommendation to the Board of Supervisors.

RECOMMENDED MOTION: “I move to recommend to the Board of Supervisors approval of the zoning map amendment ZA-2022-0220 as presented.”

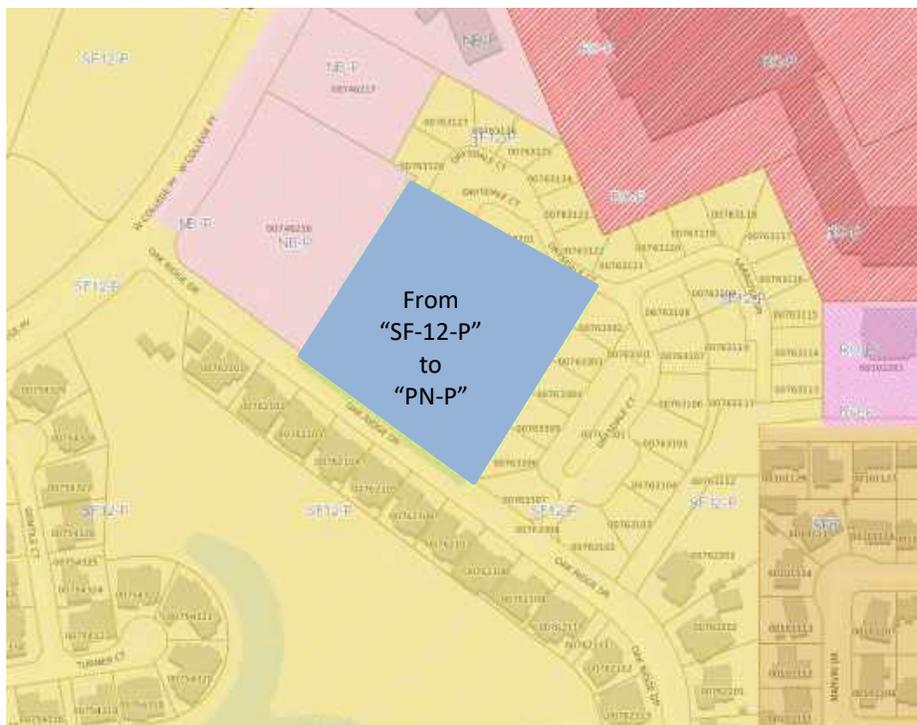
VICINITY MAP:



EXISTING ZONING



PROPOSED ZONING



LEGAL REQUIREMENTS: Carson City Municipal Code (“CCMC”) 18.02.050 (Review); (Zoning Map Amendments and Zoning Code Amendments)

EXISTING MASTER PLAN DESIGNATION: Parks and Recreation

EXISTING ZONING: Single-family 12,000 Planned Unit Development (“SF-12-P”)

PROPOSED ZONING: Public Neighborhood Planned Unit Development (“PN-P”)

SURROUNDING ZONING AND LAND USE INFORMATION:

NORTH: Neighborhood Business Planned Unit Development/ approved townhome project

SOUTH: Single-family 12,000 Planned Unit Development / single family residences

EAST: Single-family 12,000 Planned Unit Development / single family residences

WEST: Single-family 12,000 Planned Unit Development / single family residences

BACKGROUND AND DISCUSSION:

At its meeting of December 15, 2021, the Planning Commission was provided with an update on the Master Plan implementation activities and reviewed and made a recommendation to the Board of Supervisors on the Master Plan Action Plan and other Master Plan related matters. At its meeting of January 20, 2022, the Board of Supervisors accepted the 2021 Master Plan report from the Planning Commission.

As part of the 2021 Master Plan Annual Report staff inventoried City owned parks and recreational facilities to ensure the zoning and master plan designations are appropriate for their use. The subject property is known as John Mankins Park and is owned by the City. To create consistency with the existing Parks and Recreation master plan designation the property should be zoned Public Neighborhood Planned Unit Development. The Board of Supervisors may amend the Zoning Map, following a recommendation from the Planning Commission.

PUBLIC COMMENTS: On May 11, 2022, public hearing notices were mailed to 83 property owners within 600 feet of the subject property in accordance with the provisions of NRS and CCMC 18.02.045. At the time of the writing of this report staff has not received any public comment. Any comments that are received after this report is completed will be provided to the Planning Commission either prior to or at the May 25, 2022 meeting depending on their submittal date to the Planning Division.

OTHER CITY DEPARTMENT OR OUTSIDE AGENCY COMMENTS:

The requests were routed to other departments for review and comment. All indicated they had no comments or concerns with the proposed amendment.

FINDINGS: Staff recommends the following findings for approval of the Zoning Map Amendment pursuant to CCMC 18.02.075, Zoning Map Amendments and Zoning Code Amendments.

- 1. That the proposed amendment is in substantial compliance with and supports the goals and policies of the master plan.**

The proposed amendment is consistent with the Master Plan. Chapter 3 of the Master Plan identifies the land use designations and identifies what zoning districts corresponds to the land use designation. The Parks & Recreation master plan designation allows parks, pathways, and recreational facilities as the primary use. The area has been improved as a park with recreational facilities. The proposed amendment will create consistency with the use of the land, the master plan designation, and the ownership.

2. **That the proposed amendment will provide for land uses compatible with existing adjacent land uses and will not have detrimental impacts to other properties in the vicinity.**

The proposed amendment will create consistency with the actual use of the land, the master plan designation, and the ownership. There are no proposed modifications to the existing use of the property. The property is currently developed as a park with recreational facilities.

3. **That the proposed amendment will not negatively impact existing or planned public services or facilities and will not adversely impact the public health, safety and welfare.**

The proposed zoning map amendment will not negatively impact existing or planned public services or facilities and will not adversely impact the public health, safety and welfare. The subject parcel has been developed into a park to serve the existing neighborhood and the larger public. There are no proposed modifications to the existing use of the property.

Attachments:

Draft ordinance



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 16, 2022

Staff Contact: Heather Ferris, Planning Manager

Agenda Title: For Possible Action: Discussion and possible action to introduce, on first reading, an ordinance approving a zoning map amendment to change the zoning from Single Family 5 acre ("SF5A") to Public Community ("PC") for parcels located on both sides of Sierra Vista Lane approximately 1 mile south of Carson River Road, APNs 010-121-08; 010-121-18; and 010-121-20. (Heather Ferris, hferris@carson.org)

Staff Summary: As part of the 2021 Master Plan Annual Report staff inventoried City owned parks and recreational facilities to ensure the zoning and Master Plan designations are appropriate. The subject property is known as Silver Saddle Ranch and is owned by the City. To create consistency with the existing Public Conservation Master Plan designation the property should be zoned Public Community.

Agenda Action: Ordinance - First Reading **Time Requested:** 10 minutes

Proposed Motion

I move to introduce, on first reading, Bill No. _____.

Board's Strategic Goal

Quality of Life

Previous Action

May 25, 2022 - The Planning Commission recommended approval by a vote of 5 - 0, 2 absent.

Background/Issues & Analysis

See attached May 25, 2022, staff report to the Planning Commission for additional information. The Board of Supervisors is authorized to amend the zoning map.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 244; Article 2 of the Carson City Charter; CCMC 18.02.075

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Do not introduce the ordinance on first reading, denying the requested zoning change; modify the proposed ordinance; and/or provide alternative direction.

Attachments:

[ZA-2022-0221 Ord.- 1st reading.doc](#)

[ZA-2022-0221 \(Silver Saddle Ranch\)-PC staff report.docx](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

SUMMARY – Amends the Carson City zoning map.

BILL NO. _____
ORDINANCE NO. 2022-__

AN ORDINANCE RELATING TO ZONING; ESTABLISHING VARIOUS PROVISIONS TO CHANGE THE ZONING FROM SINGLE FAMILY 5 ACRE (“SF5A”) TO PUBLIC COMMUNITY (“PC”) FOR PARCELS LOCATED ON BOTH SIDES OF SIERRA VISTA LANE APPROXIMATELY 1 MILE SOUTH OF CARSON RIVER ROAD, APNS 010-121-08; 010-121-18; AND 010-121-20.

The Board of Supervisors of Carson City do ordain:

SECTION I:

An application for a zoning map amendment affecting Assessor’s Parcel Numbers (“APNs”) 010-121-08; 010-121-18; AND 010-121-20, on both sides of Sierra Vista Lane approximately 1 mile south of Carson River Road, Carson City, Nevada, was duly submitted to the Planning Division of the Carson City Community Development Department in accordance with section 18.02.075 of the Carson City Municipal Code (“CCMC”) to revise the existing zoning designation of APNs 010-121-08; 010-121-18; AND 010-121-20 from Single-Family 5 acre (“SF5A”) to Public Community (“PC”). After proper noticing in accordance with Chapter 278 of the Nevada Revised Statutes and CCMC Title 18, on May 25, 2022, the Planning Commission, during a public hearing, reviewed the staff report of the Planning Division, received public comment, and voted 5 ayes, 0 nays, and 2 absent to recommend to the Board of Supervisors approval of the application for the zoning map amendment.

SECTION II:

The zoning map of Carson City is hereby amended to change the zoning of APNs 010-121-08; 010-121-18; AND 010-121-20 from Single-family 5 acres (“SF5A”) to Public Community (“PC”), as depicted in Attachment A, based on the findings that the zoning map amendment:

1. Is in substantial compliance with the goals, policies and action programs of the Carson City master plan.
2. Will provide for land uses that are compatible with existing adjacent land uses.
3. Will not have a detrimental impact on other properties within the vicinity.
4. Will not negatively impact existing or planned public services or facilities.
5. Will not adversely impact the health, safety or welfare of the public.
6. Satisfies all other required findings of fact as set forth in CCMC 18.02.075(5).

PROPOSED this _____ day of _____ 2022.

PROPOSED BY Supervisor _____

PASSED on the _____ day of _____ 2022.

VOTE: AYES: _____

NAYS: _____

ABSENT: _____

LORI BAGWELL, Mayor

ATTEST:

AUBREY ROWLATT, Clerk-Recorder

This ordinance shall be in force and effect from and after the ____ of _____,
2022.

STAFF REPORT FOR PLANNING COMMISSION MEETING OF MAY 25, 2022

FILE: ZA-2022-0221

AGENDA ITEM: 6.J

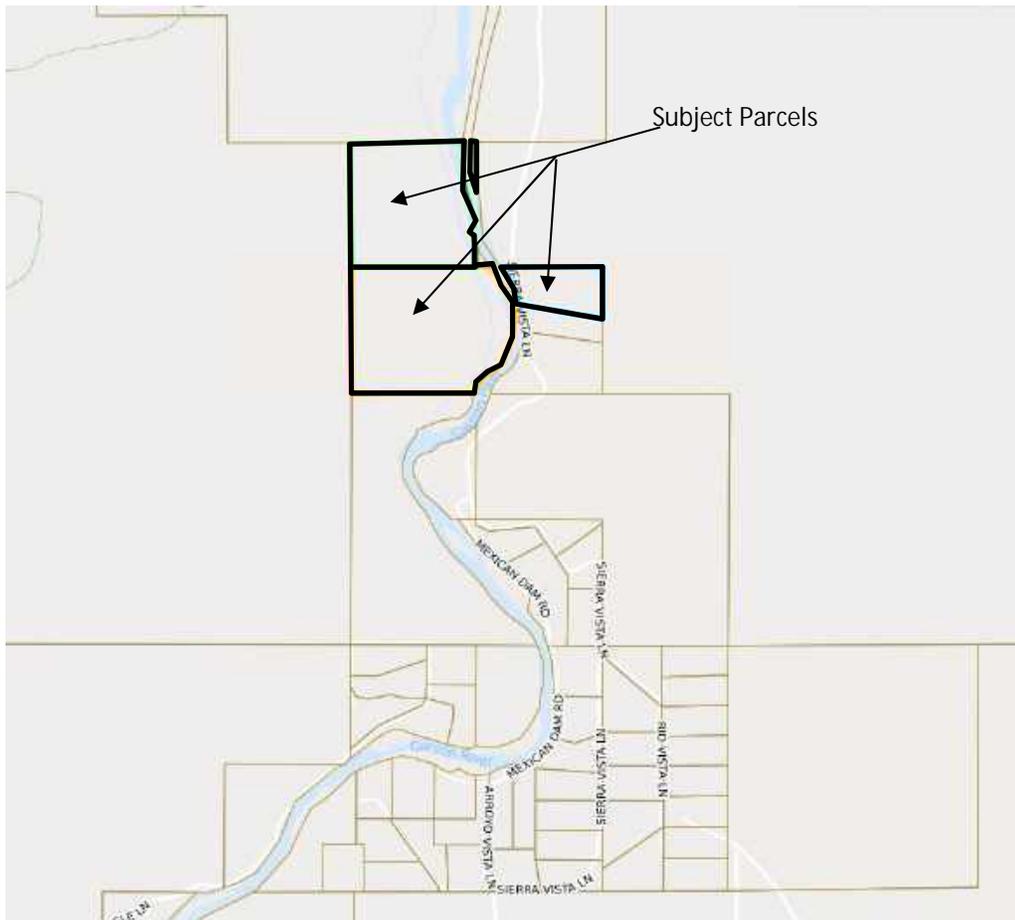
STAFF CONTACT: Heather Ferris, Planning Manager

AGENDA TITLE: For Possible Action: Discussion and possible action regarding a recommendation to the Board of Supervisors regarding a zoning map amendment to change the zoning designation from Single Family 5 acre (“SF5A”) to Public Community (“PC”) for parcels located on both sides of Sierra Vista Lane approximately 1 mile south of Carson River Road, APNs 010-121-08; 010-121-18; and 010-121-20. (Heather Ferris, hferris@carson.org)

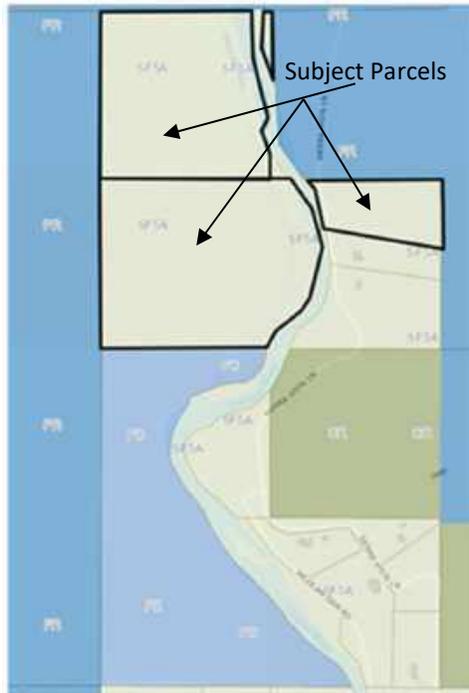
Staff Summary: As part of the 2021 Master Plan Annual Report staff inventoried City owned parks and recreational facilities to ensure the zoning and master plan designations are appropriate. The subject property is known as Silver Saddle Ranch and is owned by the City. To create consistency with the existing Public Conservation master plan designation the property should be zoned Public Community. The Planning Commission makes a recommendation to the Board of Supervisors.

RECOMMENDED MOTION: “I move to recommend to the Board of Supervisors approval of the zoning map amendment ZA-2022-0221 as presented.”

VICINITY MAP:



EXISTING ZONING



PROPOSED ZONING



LEGAL REQUIREMENTS: Carson City Municipal Code (“CCMC”) 18.02.050 (Review); (Zoning Map Amendments and Zoning Code Amendments)

EXISTING MASTER PLAN DESIGNATION: Public Conservation

EXISTING ZONING: Single-family 5 acres (“SF5A”)

PROPOSED ZONING: Public Community (“PC”)

SURROUNDING ZONING AND LAND USE INFORMATION:

NORTH: Public Regional/ Carson City open space

SOUTH: Public Community / portion of Silver Saddle Ranch

EAST: Public Regional, Conservation Reserve, & Single-family 5 acre / vacant BLM and BIA parcels and single-family residences

WEST: Public Regional/ Carson City open space

BACKGROUND AND DISCUSSION:

At its meeting of December 15, 2021, the Planning Commission was provided with an update on the Master Plan implementation activities and reviewed and made a recommendation to the Board of Supervisors on the Master Plan Action Plan and other Master Plan related matters. At its meeting of January 20, 2022, the Board of Supervisors accepted the 2021 Master Plan report from the Planning Commission.

As part of the 2021 Master Plan Annual Report staff inventoried City owned parks and recreational facilities to ensure the zoning and master plan designations are appropriate for their use. The subject property is known as Silver Saddle Ranch and is owned by the City. To create consistency with the existing Public Conservation master plan designation the property should be zoned Public Community. The Planning Commission makes a recommendation to the Board of Supervisors. The Board of Supervisors may amend the Zoning Map, following a recommendation from the Planning Commission.

PUBLIC COMMENTS: On May 11, 2022, public hearing notices were mailed to 42 property owners within 4,000 feet of the subject property in accordance with the provisions of NRS and CCMC 18.02.045. At the time of the writing of this report staff has not received any public comment. Any comments that are received after this report is completed will be provided to the Planning Commission either prior to or at the May 25, 2022 meeting depending on their submittal date to the Planning Division.

OTHER CITY DEPARTMENT OR OUTSIDE AGENCY COMMENTS:

The requests were routed to other departments for review and comment. All indicated they had no comments or concerns with the proposed amendment.

FINDINGS: Staff recommends the following findings for approval of the Zoning Map Amendment pursuant to CCMC 18.02.075, Zoning Map Amendments and Zoning Code Amendments.

- 1. That the proposed amendment is in substantial compliance with and supports the goals and policies of the master plan.**

The proposed amendment is consistent with the Master Plan. Chapter 3 of the Master Plan identifies the land use designations and identifies what zoning districts corresponds to the land use designation. The Public Conservation master plan designation anticipates primary uses such

as publicly owned and accessible lands preserved for conservation and protection of resource. The subject parcels are part of the Carson City Silver Saddle Ranch. The proposed amendment will create consistency with the use of the land, the master plan designation, and the ownership.

- 2. That the proposed amendment will provide for land uses compatible with existing adjacent land uses and will not have detrimental impacts to other properties in the vicinity.**

The proposed amendment will create consistency with the actual use of the land, the master plan designation, and the ownership. There are no proposed modifications to the existing use of the property. The subject parcels are part of the Silver Saddle Ranch.

- 3. That the proposed amendment will not negatively impact existing or planned public services or facilities and will not adversely impact the public health, safety and welfare.**

The proposed zoning map amendment will not negatively impact existing or planned public services or facilities and will not adversely impact the public health, safety and welfare. The subject parcel is part of the Silver Saddle Ranch and provides for open space and recreational opportunities for the public. There are no proposed modifications to the existing use of the property.

Attachments:

Draft zoning map amendment ordinance



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 16, 2022

Staff Contact: Heather Ferris, Planning Manager

Agenda Title: For Possible Action: Discussion and possible action to introduce, on first reading, an ordinance approving a zoning map amendment to change the zoning from Single-family 12,000 ("SF12") and Conservation Reserve ("CR") to Public Community ("PC") for APN 007-061-18; and from Single-family 21,000 Planned Unit Development ("SF21-P") to Public Community ("PC") for APNs 007-322-32; 007-381-17; 007-382-27; 007-382-28; 007-383-07; 007-384-13; 007-385-09; 007-392-39; 007-394-16; 007-394-17; 007-401-06; 007-401-21; 007-401-36; 007-401-52; 007-401-68; 007-402-26, parcels located on both sides of Kings Canyon Road and Longview Way, within and adjacent to the Long Ranch Estates Planned Unit Development. (Heather Ferris, hferris@carson.org)

Staff Summary: As part of the 2021 Master Plan Annual Report staff inventoried City owned parks and recreational facilities to ensure the zoning and Master Plan designations are appropriate. The subject properties are owned by the City and part of the Long Ranch Estate Open Space and City trail system. To create consistency with the existing Open Space Master Plan designation the property should be zoned Public Community.

Agenda Action: Ordinance - First Reading **Time Requested:** 10 minutes

Proposed Motion

I move to introduce, on first reading, Bill No. _____.

Board's Strategic Goal

Quality of Life

Previous Action

May 25, 2022 - The Planning Commission recommended approval by a vote of 5 - 0, 2 absent.

Background/Issues & Analysis

See attached May 25, 2022, staff report to the Planning Commission for additional information. The Board of Supervisors is authorized to approve a zoning map amendment.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 244; Article 2 of the Carson City Charter; CCMC 18.02.075

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Do not introduce the ordinance on first reading, denying the requested zoning change; modify the proposed ordinance; and/or provide alternative direction.

Attachments:

[ZA-2022-0231 Ord.- 1st reading.doc](#)

[ZA-2022-0231 \(Long Ranch Open Space\)-PC staff report.docx](#)

Board Action Taken:

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

(Vote Recorded By)

SUMMARY – Amends the Carson City zoning map.

BILL NO. _____
ORDINANCE NO. 2022-__

AN ORDINANCE RELATING TO ZONING; ESTABLISHING VARIOUS PROVISIONS TO CHANGE THE ZONING FROM SINGLE-FAMILY 12,000 (“SF12”) AND CONSERVATION RESERVE (“CR”) TO PUBLIC COMMUNITY (“PC”) FOR APN 007-061-18; AND FROM SINGLE-FAMILY 21,000 PLANNED UNIT DEVELOPMENT (“SF21-P”) TO PUBLIC COMMUNITY (“PC”) FOR APNS 007-322-32; 007-381-17; 007-382-27; 007-382-28; 007-383-07; 007-384-13; 007-385-09; 007-392-39; 007-394-16; 007-394-17; 007-401-06; 007-401-21; 007-401-36; 007-401-52; 007-401-68; 007-402-26, PARCELS LOCATED ON BOTH SIDES OF KINGS CANYON ROAD AND LONGVIEW WAY, WITHIN AND ADJACENT TO THE LONG RANCH ESTATES PLANNED UNIT DEVELOPMENT.

The Board of Supervisors of Carson City do ordain:

SECTION I:

An application for a zoning map amendment affecting Assessor’s Parcel Numbers (“APNs”) 007-061-18; 007-322-32; 007-381-17; 007-382-27; 007-382-28; 007-383-07; 007-384-13; 007-385-09; 007-392-39; 007-394-16; 007-394-17; 007-401-06; 007-401-21; 007-401-36; 007-401-52; 007-401-68; 007-402-26., located on both sides of Kings Canyon Road and Longview Way, within and adjacent to the Long Ranch Estates Planned Unit Development, Carson City, Nevada, was duly submitted to the Planning Division of the Carson City Community Development Department in accordance with section 18.02.075 of the Carson City Municipal Code (“CCMC”) to revise the existing zoning designation of APN 007-061-18 from Single-family 12,000 (“SF-12”) and Conservation Reserve (“CR”) to Public Community (“PC”) and for APNs 007-322-32; 007-381-17; 007-382-27; 007-382-28; 007-383-07; 007-384-13; 007-385-09; 007-392-39; 007-394-16; 007-394-17; 007-401-06; 007-401-21; 007-401-36; 007-401-52; 007-401-68; 007-402-26 from Single-family 21,000 Planned Unit Development (“SF-21- P”) to Public Community (“PC”). After proper noticing in accordance with Chapter 278 of the Nevada Revised Statutes and CCMC Title 18, on May 25, 2022, the Planning Commission, during a public hearing, reviewed the staff report of the Planning Division, received public comment and voted 5 ayes, 0 nays, and 2 absent to recommend to the Board of Supervisors approval of the application for the zoning map amendment.

SECTION II:

The zoning map of Carson City is hereby amended to change the zoning of the zoning designation from Single-family 12,000 (“SF12”) and Conservation Reserve (“CR”) to Public Community (“PC”) for APN 007-061-18; and from Single-family 21,000 Planned Unit Development (“SF21-P”) to Public Community (“PC”) for APNs 007-322-32; 007-381-17; 007-382-27; 007-382-28; 007-383-07; 007-384-13; 007-385-09; 007-392-39; 007-394-16; 007-394-17; 007-401-06; 007-401-21; 007-401-36; 007-401-52; 007-401-68; 007-402-26., as depicted in Attachment A, based on the findings that the zoning map amendment:

1. Is in substantial compliance with the goals, policies and action programs of the Carson City master plan.
2. Will provide for land uses that are compatible with existing adjacent land uses.
3. Will not have a detrimental impact on other properties within the vicinity.
4. Will not negatively impact existing or planned public services or facilities.
5. Will not adversely impact the health, safety or welfare of the public.
6. Satisfies all other required findings of fact as set forth in CCMC 18.02.075(5).

PROPOSED this _____ day of _____ 2022.

PROPOSED BY Supervisor _____

PASSED on the _____ day of _____ 2022.

VOTE: AYES: _____

NAYS: _____

ABSENT: _____

LORI BAGWELL, Mayor

ATTEST:

AUBREY ROWLATT, Clerk-Recorder

This ordinance shall be in force and effect from and after the _____ of _____, 2022.

Attachment A



STAFF REPORT FOR PLANNING COMMISSION MEETING OF MAY 25, 2022

FILE: ZA-2022-0231

AGENDA ITEM: 6.M

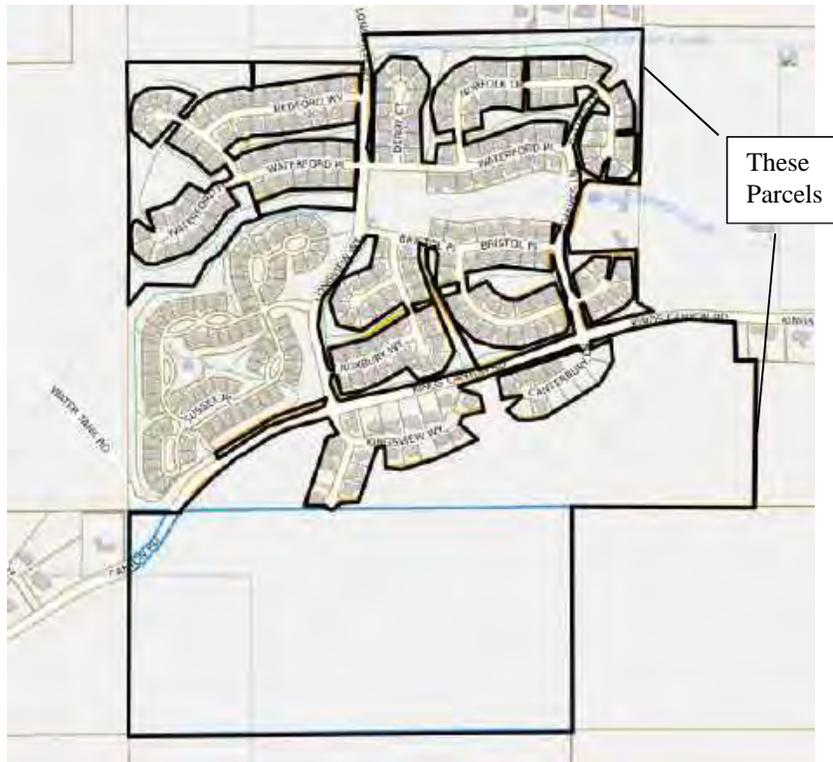
STAFF CONTACT: Heather Ferris, Planning Manager

AGENDA TITLE: For Possible Action: Discussion and possible action regarding a recommendation to the Board of Supervisors regarding a zoning map amendment to change the zoning designation from Single-family 12,000 (“SF12”) and Conservation Reserve (“CR”) to Public Community (“PC”) for APN 007-061-18; and from Single-family 21,000 Planned Unit Development (“SF21-P”) to Public Community (“PC”) for APNs 007-322-32; 007-381-17; 007-382-27; 007-382-28; 007-383-07; 007-384-13; 007-385-09; 007-392-39; 007-394-16; 007-394-17; 007-401-06; 007-401-21; 007-401-36; 007-401-52; 007-401-68; 007-402-26, parcels located on both sides of Kings Canyon Road and Longview Way, within and adjacent to the Long Ranch Estates Planned Unit Development. (Heather Ferris, hferris@carson.org)

Staff Summary: As part of the 2021 Master Plan Annual Report staff inventoried City owned parks and recreational facilities to ensure the zoning and master plan designations are appropriate. The subject properties are owned by the City and part of the Long Ranch Estate Open Space and City trail system. To create consistency with the existing Open Space master plan designation the property should be zoned Public Community. The Planning Commission makes a recommendation to the Board of Supervisors

RECOMMENDED MOTION: “I move to recommend to the Board of Supervisors approval of the zoning map amendment ZA-2022-0231 as presented.”

VICINITY MAP:



EXISTING ZONING



PROPOSED ZONING



LEGAL REQUIREMENTS: Carson City Municipal Code (“CCMC”) 18.02.050 (Review); (Zoning Map Amendments and Zoning Code Amendments)

EXISTING MASTER PLAN DESIGNATION: Open Space

EXISTING ZONING: Single-family 12,000 (“SF-12”); Conservation Reserve (“CR”); and Single-family 21,000 Planned Unit Development (“SF-21- P”).

PROPOSED ZONING: Public Community (“PC”)

SURROUNDING ZONING AND LAND USE INFORMATION:

NORTH: Single Family 1 acre / vacant and single family residences

SOUTH: Conservation Reserve and Public Community/ vacant publicly owned

EAST: Single Family 1 acre and Single Family 12,000 / single family residences and agriculture

WEST: Public Community, Single Family 1 acre, and Conservation Reserve / Public Works water treatment facility, single family residences, and vacant land.

BACKGROUND AND DISCUSSION:

At its meeting of December 15, 2021, the Planning Commission was provided with an update on the Master Plan implementation activities and reviewed and made a recommendation to the Board of Supervisors on the Master Plan Action Plan and other Master Plan related matters. At its meeting of January 20, 2022, the Board of Supervisors accepted the 2021 Master Plan report from the Planning Commission.

As part of the 2021 Master Plan Annual Report staff inventoried City owned parks and recreational facilities to ensure the zoning and master plan designations are appropriate for their use. The subject properties are owned by the City and part of the Long Ranch Estate Open Space and City trail system. To create consistency with the existing Open Space master plan designation the property should be zoned Public Community. The Planning Commission makes a recommendation to the Board of Supervisors. The Board of Supervisors may amend the Zoning Map, following a recommendation from the Planning Commission.

PUBLIC COMMENTS: On May 12, 2022, public hearing notices were mailed to 83 property owners within 900 feet of the subject property in accordance with the provisions of NRS and CCMC 18.02.045. At the time of the writing of this report staff has not received any public comment. Any comments that are received after this report is completed will be provided to the Planning Commission either prior to or at the May 25, 2022 meeting depending on their submittal date to the Planning Division.

OTHER CITY DEPARTMENT OR OUTSIDE AGENCY COMMENTS:

The requests were routed to other departments for review and comment. All indicated they had no comments or concerns with the proposed amendment.

FINDINGS: Staff recommends the following findings for approval of the Zoning Map Amendment pursuant to CCMC 18.02.075, Zoning Map Amendments and Zoning Code Amendments.

1. That the proposed amendment is in substantial compliance with and supports the goals and policies of the master plan.

The proposed amendment is consistent with the Master Plan. Chapter 3 of the Master Plan identifies the land use designations and identifies what zoning districts corresponds to the land use designation. The Open Space master plan designation allows publicly owned and accessible lands preserved by the city and other government agencies. The parcels are owned by the City and have been improved with a trail system. The proposed amendment will create consistency with the use of the land, the master plan designation, and the ownership.

2. That the proposed amendment will provide for land uses compatible with existing adjacent land uses and will not have detrimental impacts to other properties in the vicinity.

The proposed amendment will create consistency with the actual use of the land, the master plan designation, and the ownership. There are no proposed modifications to the existing use of the subject parcels. The parcels are currently developed with a trail system.

3. That the proposed amendment will not negatively impact existing or planned public services or facilities and will not adversely impact the public health, safety and welfare.

The proposed zoning map amendment will not negatively impact existing or planned public services or facilities and will not adversely impact the public health, safety and welfare. The subject parcels have been developed with a trail system which is accessible to the public. There are no proposed modifications to the existing use of the property.

Attachments:

Draft zoning map amendment ordinance



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 16, 2022

Staff Contact: Heather Ferris, Planning Manager

Agenda Title: For Possible Action: Discussion and possible action regarding a master plan amendment to change the Master Plan designation from Medium Density Residential (“MDR”) to Parks & Recreation (“PR”) for the parcel located at 1205 Race Track Rd., APN 010-732-05. (Heather Ferris, hferris@carson.org)

Staff Summary: As part of the 2021 Master Plan Annual Report staff inventoried City owned parks and recreational facilities to ensure the zoning and Master Plan designations are appropriate. The subject property is known as Schulz Ranch Park and is owned by the City. To create consistency with the land use and ownership, the Master Plan designation should be Parks and Recreation. The request for the Master Plan amendment is being made concurrently with a request for a zoning map amendment (ZA-2022-0222).

Agenda Action: Formal Action / Motion **Time Requested:** 5 minutes

Proposed Motion

I move to approve the amendment to the Master Plan Land Use Map as presented.

Board's Strategic Goal

Quality of Life

Previous Action

May 25, 2022 - The Planning Commission conducted a public hearing and voted 5-0, 2 absent to approve Resolution No. 2022-PC-R-2 recommending approval of the subject Master Plan amendment based on the ability to make the required findings.

Background/Issues & Analysis

See the attached May 25, 2022, Planning Commission staff report. The Board of Supervisors is authorized to amend the Master Plan Land Use Map.

Applicable Statute, Code, Policy, Rule or Regulation

CCMC 18.02.050 and 18.02.070

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Do not approve the requested Master Plan amendment and/or provide alternative direction.

Attachments:

[ZA-2022-0222 MPA-2022-0223 Schulz_Ranch_Park.docx](#)

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)

STAFF REPORT FOR PLANNING COMMISSION MEETING OF MAY 25, 2022

FILE: MPA-2022-0223 & ZA-2022-0222

AGENDA ITEM: 6.D & 6.E

STAFF CONTACT: Heather Ferris, Planning Manager

AGENDA TITLE:

MPA-2022-0223 For Possible Action: Discussion and possible action regarding a recommendation to the Board of Supervisors regarding a master plan amendment to change the master plan designation from Medium Density Residential (“MDR”) to Parks & Recreation (“PR”) for the parcel located at 1205 Race Track Rd., APN 010-732-05. (Heather Ferris, hferris@carson.org)

Staff Summary: As part of the 2021 Master Plan Annual Report staff inventoried City owned parks and recreational facilities to ensure the zoning and master plan designations are appropriate. The subject property is known as Schulz Ranch Park and is owned by the City. To create consistency with the land use and ownership, the Master Plan designation should be Parks and Recreation. The request the master plan amendment is being made concurrently with a request for a zoning map amendment (ZA-2022-0222). The Planning Commission makes a recommendation to the Board of Supervisors.

ZA-2022-0222 For Possible Action: Discussion and possible action regarding a recommendation to the Board of Supervisors regarding a zoning map amendment to change the zoning from Single-family 6,000 SPA (“SF6-SPA”) to Public Neighborhood SPA (“PN-SPA”) for the parcel located at 1205 Race Track Rd, APN 010-732-05. (Heather Ferris, hferris@carson.org)

Staff Summary: As part of the 2021 Master Plan Annual Report staff inventoried City owned parks and recreational facilities to ensure the zoning and master plan designations are appropriate for their use. The subject property is known as Schulz Ranch Park and is owned by the City. To create master plan consistency, the property should be zoned Public Neighborhood. The request for the zoning map amendment is being made concurrently with a master plan amendment (MPA-2022-0223). The Planning Commission makes a recommendation to the Board of Supervisors.

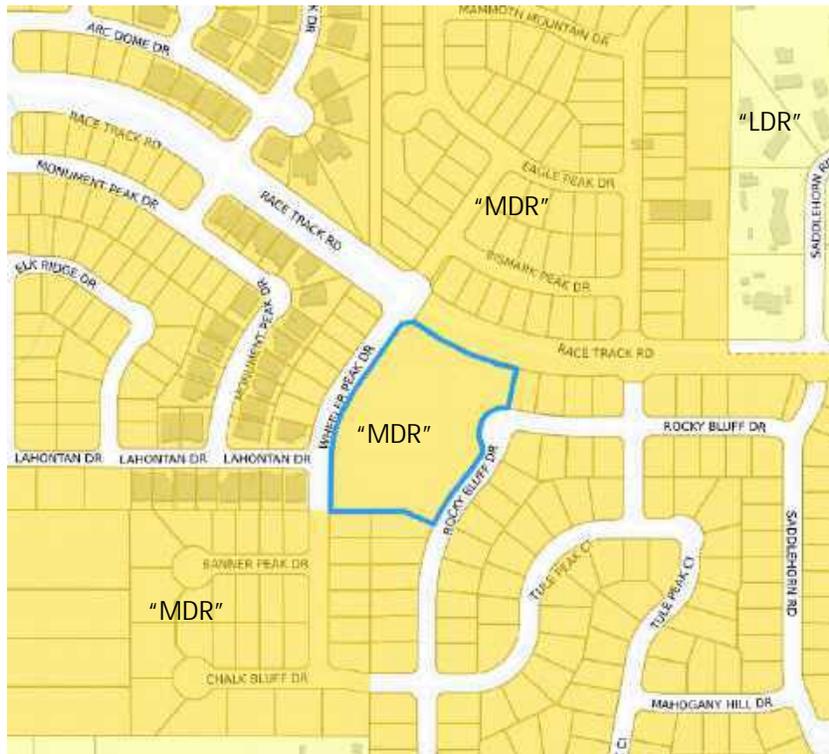
MASTER PLAN AMENDMENT RECOMMENDED MOTION: “I move to adopt resolution number 2022-PC-R-2.”

ZONING MAP AMENDMENT RECOMMENDED MOTION: “I move to recommend to the Board of Supervisors approval of the zoning map amendment ZA-2022-0222 as presented.”

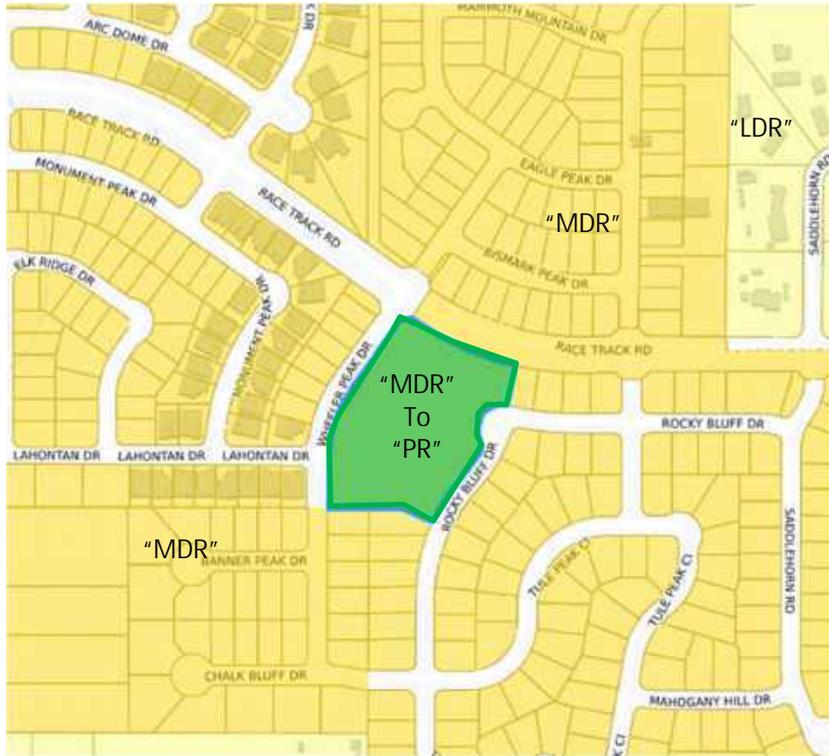
VICINITY MAP:



EXISTING MASTER PLAN



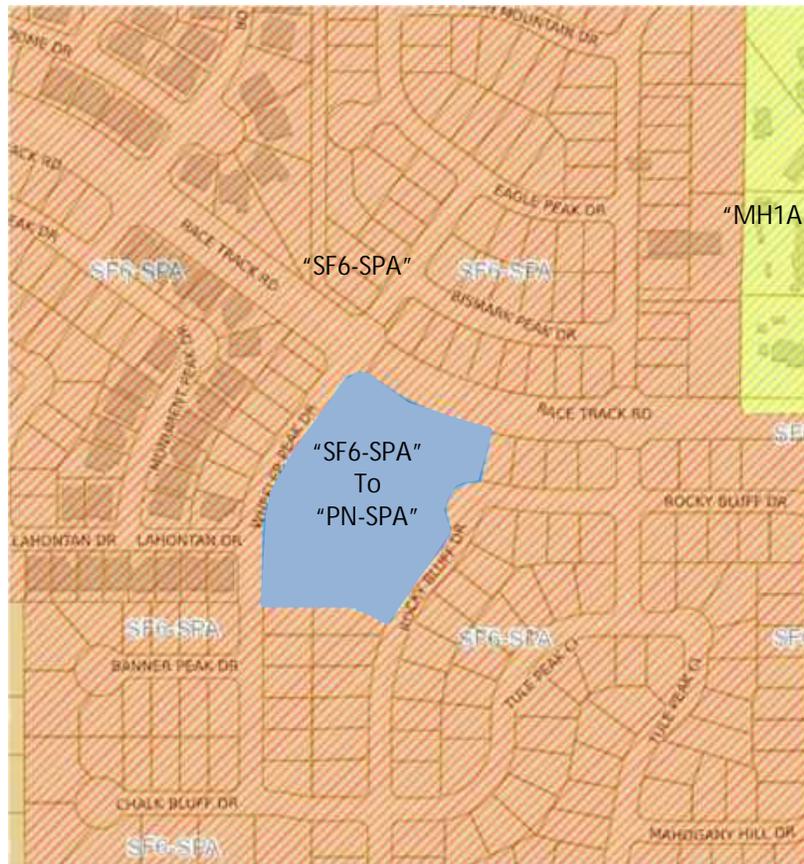
PROPOSED MASTER PLAN



EXISTING ZONING



PROPOSED ZONING



LEGAL REQUIREMENTS: Carson City Municipal Code (“CCMC”) 18.02.050 (Review); 18.02.070 (Master Plan) 18.02.075 (Zoning Map Amendments and Zoning Code Amendments)

EXISTING MASTER PLAN DESIGNATION: Medium Density Residential

PROPOSED MASTER PLAN DESIGNATION: Parks and Recreation (“PR”)

EXISTING ZONING: Single-family 6,000- Specific Plan Area (“SF6-SPA”)

PROPOSED ZONING: Public Neighborhood- Specific Plan Area (“PN-SPA”)

SURROUNDING ZONING AND LAND USE INFORMATION:

NORTH: Single-family 6,000 SPA / single-family residences

SOUTH: Single-family 6,000 SPA / single-family residences

EAST: Single-family 6,000 SPA / single-family residences

WEST: Single-family 6,000 SPA / single-family residences

BACKGROUND AND DISCUSSION:

At its meeting of December 15, 2021, the Planning Commission was provided with an update on the Master Plan implementation activities and reviewed and made a recommendation to the Board of Supervisors on the Master Plan Action Plan and other Master Plan related matters. At its

meeting of January 20, 2022, the Board of Supervisors accepted the 2021 Master Plan report from the Planning Commission.

As part of the 2021 Master Plan Annual Report staff inventoried City owned parks and recreational facilities to ensure the zoning and master plan designations are appropriate for their use. The subject property is known as Schulz Ranch Park and is owned by the City. To create consistency with the land use and ownership, the Master Plan designation should be Parks and Recreation. Likewise, to create consistency with the proposed master plan designation, the zoning should be Public Neighborhood. The Planning Commission makes a recommendation to the Board of Supervisors. The Board of Supervisors may amend the Zoning and Master Plan Maps, following a recommendation from the Planning Commission.

PUBLIC COMMENTS: On May 11, 2022, public hearing notices were mailed to 182 property owners within 600 feet of the subject properties in accordance with the provisions of NRS and CCMC 18.02.045. At the time of the writing of this report staff has not received any public comment. Any comments that are received after this report is completed will be provided to the Planning Commission either prior to or at the May 25, 2022 meeting depending on their submittal date to the Planning Division.

OTHER CITY DEPARTMENT OR OUTSIDE AGENCY COMMENTS:

The requests were routed to other departments for review and comment. All indicated they had no comments or concerns with the proposed amendments.

FINDINGS: Staff recommends the following findings for approval of the Master Plan Amendment and Zoning Map Amendment pursuant to the CCMC 18.02.070 and 18.02.075, Zoning Map Amendments and Zoning Code Amendments.

MASTER PLAN AMENDMENT FINDINGS: Per the provisions of CCMC 18.02.070:

1. The proposed amendment is in substantial compliance with the goals, policies and action programs of the Master Plan.

The proposed amendment is in substantial compliance with the goals, policies, and action programs of the Master Plan. The property is the site of a city owned park within the Schulz Ranch development. The property has a master plan designation of Medium Density Residential. This designation is not consistent with the use of the land. Since this is a publicly owned park the more appropriate designation would be Parks & Recreation.

2. The proposed amendment will provide for land uses compatible with existing adjacent land uses and will not have detrimental impacts to other properties in the vicinity.

Properties in the area are zoned for residential uses. The park serves the public. The proposed amendment will make the master plan designation consistent with the land use and ownership of the parcel.

3. The proposed amendment is in response to changed conditions that have occurred since the plan was adopted and the requested amendment represents a more desirable use of land.

The proposed amendment will provide for consistency with the land use and ownership of the parcel. The park serves the public and is owned by the City. The proposed amendment will make the master plan designation consistent with the land use and ownership of the parcel.

- 4. The requested amendment will promote the desired pattern of orderly physical growth and guides development based on the projected population growth with the least amount of natural resource impairment and the efficient expenditure of funds for public services.**

This is the site of a park within the Schulz Ranch development. The proposed amendment will make the master plan designation consistent with the land use and ownership.

ZONING MAP AMENDMENT FINDINGS:

- 1. That the proposed amendment is in substantial compliance with and supports the goals and policies of the master plan.**

Chapter 3 of the Master Plan identifies the land use designations and identifies what zoning districts corresponds to the land use designation. If the Master Plan is amended to designate the parcel as Parks & Recreation, the proposed Public Neighborhood zoning district would be a corresponding zoning district that will implement the Master Plan.

- 2. That the proposed amendment will provide for land uses compatible with existing adjacent land uses and will not have detrimental impacts to other properties in the vicinity.**

Properties in the area are zoned for residential uses. The park serves the public and is owned by the City. The proposed amendment will make the zoning and master plan designations consistent with the land use and ownership of the parcel.

- 3. That the proposed amendment will not negatively impact existing or planned public services or facilities and will not adversely impact the public health, safety and welfare.**

The proposed zoning map amendment will not negatively impact existing or planned public services or facilities and will not adversely impact the public health, safety and welfare. The proposed Public Neighborhood zoning will be consistent with the proposed master plan designation of Parks & Recreation. Both the master plan amendment and zoning map amendment will result in consistency with the existing land use and ownership of the parcel.

Attachments:

Resolution 2022-PC-R-2

Draft zoning map amendment ordinance



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 16, 2022

Staff Contact: Heather Ferris, Planning Manager

Agenda Title: For Possible Action: Discussion and possible action to introduce, on first reading, an ordinance approving a zoning map amendment to change the zoning from Single-family 6,000 Specific Plan Area ("SF6-SPA") to Public Neighborhood Specific Plan Area ("PN-SPA") for the parcel located at 1205 Race Track Rd, APN 010-732-05. (Heather Ferris, hferris@carson.org)

Staff Summary: As part of the 2021 Master Plan Annual Report staff inventoried City owned parks and recreational facilities to ensure the zoning and Master Plan designations are appropriate. The subject property is known as Schulz Ranch Park and is owned by the City. To create consistency with the proposed Master Plan designation, the property should be zoned Public Neighborhood. The request for the zoning map amendment is being made concurrently with a request for a Master Plan map amendment (MPA-2022-0223).

Agenda Action: Ordinance - First Reading **Time Requested:** 5 minutes

Proposed Motion

I move to introduce, on first reading, Bill No. _____.

Board's Strategic Goal

Quality of Life

Previous Action

May 25, 2022 - The Planning Commission recommended approval by a vote of 5 - 0, 2 absent.

Background/Issues & Analysis

This zoning map amendment has been requested concurrently with the Master Plan Amendment (MPA-2022-0223). Please reference the May 25, 2022 Planning Commission staff report attached to MPA-2022-0223 for additional information. The Board of Supervisors is authorized to amend the zoning map.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 244; Article 2 of the Carson City Charter; CCMC 18.02.075

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Do not introduce the ordinance on first reading, denying the requested zoning change; modify the proposed ordinance; and/or provide alternative direction.

Attachments:

[ZA-2022-0222 Ord 1st reading.doc](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

SUMMARY – Amends the Carson City zoning map.

BILL NO. _____
ORDINANCE NO. 2022-__

AN ORDINANCE RELATING TO ZONING; ESTABLISHING VARIOUS PROVISIONS TO CHANGE THE ZONING FROM SINGLE-FAMILY 6,000 SPA (“SF6-SPA”) TO PUBLIC NEIGHBORHOOD SPA (“PN-SPA”) FOR THE PARCEL LOCATED AT 1205 RACE TRACK RD, APN 010-732-05.

The Board of Supervisors of Carson City do ordain:

SECTION I:

An application for a zoning map amendment affecting Assessor’s Parcel Number (“APN”) 010-732-05, located at 1205 Race Track Rd., Carson City, Nevada, was duly submitted to the Planning Division of the Carson City Community Development Department in accordance with section 18.02.075 of the Carson City Municipal Code (“CCMC”) to revise the existing zoning designation of APN 010-732-05 from Single-family 6,000 (“SF-6-SPA”) to Public Neighborhood (“PN-SPA”). After proper noticing in accordance with Chapter 278 of the Nevada Revised Statutes and CCMC Title 18, on May 25, 2022, the Planning Commission, during a public hearing, reviewed the staff report of the Planning Division, received public comment and voted 5 ayes, 0 nays, and 2 absent to recommend to the Board of Supervisors approval of the application for the zoning map amendment.

SECTION II:

The zoning map of Carson City is hereby amended to change the zoning of APN 010-732-05 from Single-family 6,000 (“SF-6-SPA”) to Public Neighborhood (“PN-SPA”), as depicted in Attachment A, based on the findings that the zoning map amendment:

1. Is in substantial compliance with the goals, policies and action programs of the Carson City master plan.
2. Will provide for land uses that are compatible with existing adjacent land uses.
3. Will not have a detrimental impact on other properties within the vicinity.
4. Will not negatively impact existing or planned public services or facilities.
5. Will not adversely impact the health, safety or welfare of the public.
6. Satisfies all other required findings of fact as set forth in CCMC 18.02.075(5).

PROPOSED this _____ day of _____ 2022.

PROPOSED BY Supervisor _____

PASSED on the _____ day of _____ 2022.

VOTE: AYES: _____

NAYS: _____

ABSENT: _____

LORI BAGWELL, Mayor

ATTEST:

AUBREY ROWLATT, Clerk-Recorder

This ordinance shall be in force and effect from and after the ____ of _____,
2022.

Attachment A





STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 16, 2022

Staff Contact: Heather Ferris, Planning Manager

Agenda Title: For Possible Action: Discussion and possible action regarding a master plan amendment to change the Master Plan designation from Medium Density Residential (“MDR”) to Open Space (“OS”) for the parcel located at 1640 Tule Peak Circle, APN 010-733-03. (Heather Ferris, hferris@carson.org)

Staff Summary: As part of the 2021 Master Plan Annual Report staff inventoried City owned parks and recreational facilities to ensure the zoning and Master Plan designations are appropriate. The subject property is a detention basin within the Schulz Ranch subdivision and is owned by the City. To create consistency with the land use and ownership, the Master Plan designation should be Open Space. The requested the Master Plan amendment is being made concurrently with a request for a zoning map amendment (ZA-2022-0224).

Agenda Action: Formal Action / Motion **Time Requested:** 5 minutes

Proposed Motion

I move to approve the amendment to the Master Plan Land Use Map as presented.

Board's Strategic Goal

Quality of Life

Previous Action

May 25, 2022 - The Planning Commission conducted a public hearing and voted 5-0, 2 absent to approve Resolution No. 2022-PC-R-3 recommending approval of the subject Master Plan amendment based on the ability to make the required findings.

Background/Issues & Analysis

See the attached May 25, 2022, Planning Commission staff report. The Board of Supervisors is authorized to amend the Master Plan Land Use Map.

Applicable Statute, Code, Policy, Rule or Regulation

CCMC 18.02.050 and 18.02.070

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Do not approve the requested Master Plan amendment and/or provide alternative direction.

Attachments:

[ZA-2022-0224 & MPA-2022-0215 \(Schulz Ranch Detention\).docx](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

STAFF REPORT FOR PLANNING COMMISSION MEETING OF MAY 25, 2022

FILE: MPA-2022-0215 & ZA-2022-0224

AGENDA ITEM: 6.F & 6.G

STAFF CONTACT: Heather Ferris, Planning Manager

AGENDA TITLE:

MPA-2022-0215 For Possible Action: Discussion and possible action regarding a recommendation to the Board of Supervisors regarding a master plan amendment to change the master plan designation from Medium Density Residential (“MDR”) to Open Space (“OS”) for the parcel located at 1640 Tule Peak Circle, APN 010-733-03. (Heather Ferris, hferris@carson.org)

Staff Summary: As part of the 2021 Master Plan Annual Report staff inventoried City owned parks and recreational facilities to ensure the zoning and master plan designations are appropriate. The subject property is a detention basin within the Schulz Ranch subdivision and is owned by the City. To create consistency with the land use and ownership, the Master Plan designation should be Open Space. The requested the master plan amendment is being made concurrently with a request for a zoning map amendment (ZA-2022-0224). The Planning Commission makes a recommendation to the Board of Supervisors.

ZA-2022-0224 For Possible Action: Discussion and possible action regarding a recommendation to the Board of Supervisors regarding a zoning map amendment to change the zoning from Single-family 6,000 (“SF-6-SPA”) to Public Neighborhood (“PN-SPA”) for the parcel located at 1640 Tule Peak Circle, APN 010-733-03. (Heather Ferris, hferris@carson.org)

Staff Summary: As part of the 2021 Master Plan Annual Report staff inventoried City owned parks and recreational facilities to ensure the zoning and master plan designations are appropriate. The subject property is a detention basin within the Schulz Ranch subdivision and is owned by the City. To create consistency proposed master plan, the property should be zoned Public Neighborhood. The requested the zoning map amendment is being made concurrently with a request for a master plan map amendment (MPA-2022-0215). The Planning Commission makes a recommendation to the Board of Supervisors.

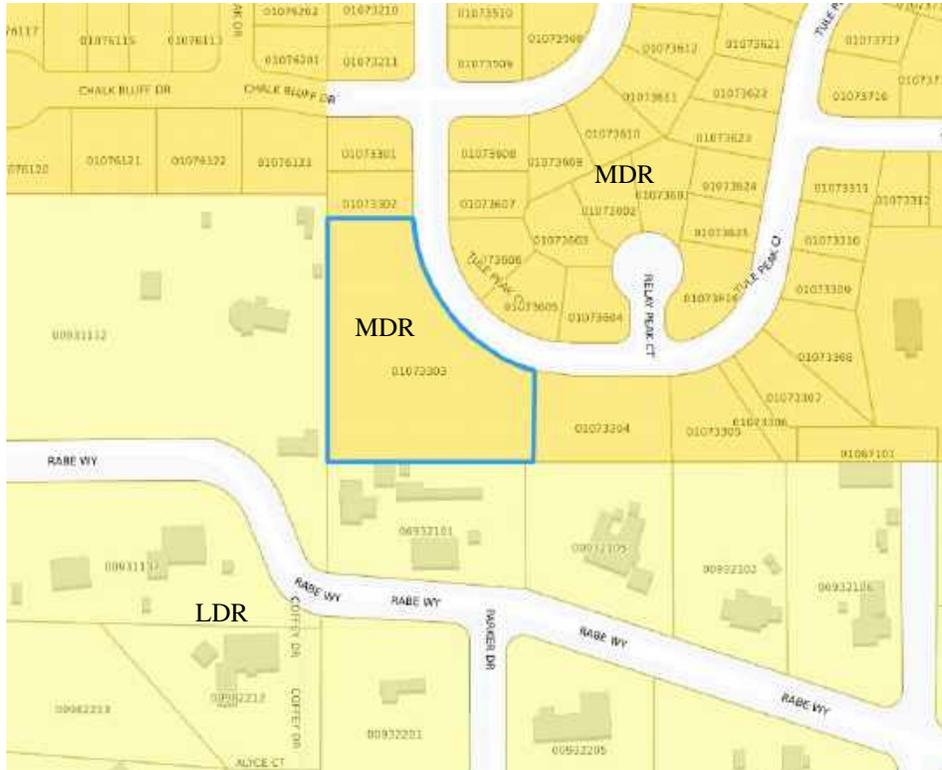
MASTER PLAN AMENDMENT RECOMMENDED MOTION: “I move to adopt resolution number 2022-PC-R-3.”

ZONING MAP AMENDMENT RECOMMENDED MOTION: “I move to recommend to the Board of Supervisors approval of the zoning map amendment ZA-2022-0224 as presented.”

VICINITY MAP:



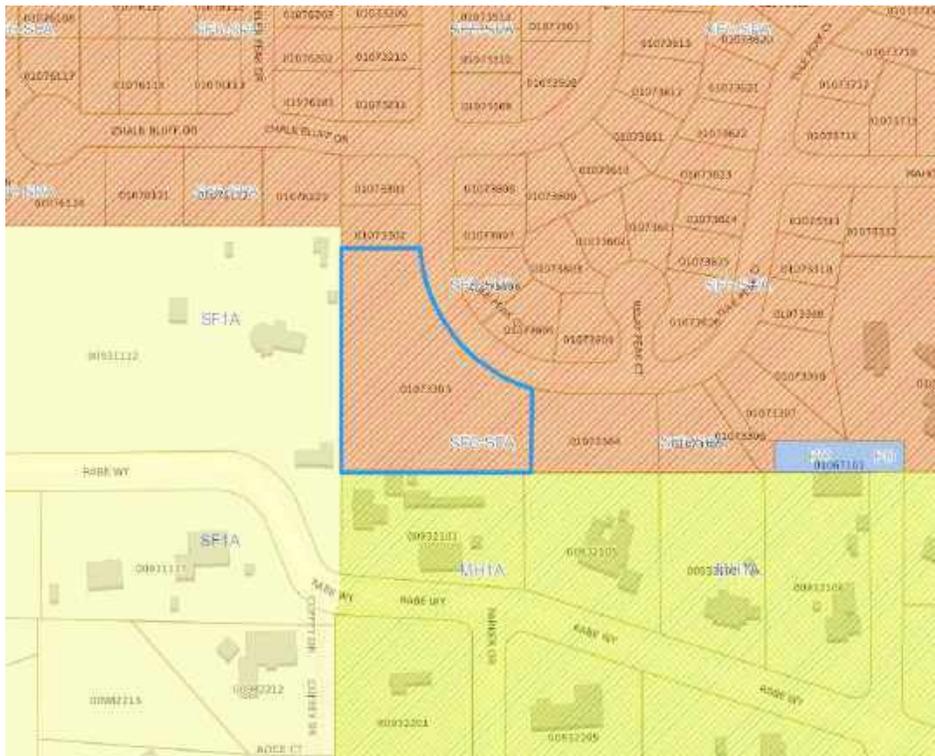
EXISTING MASTER PLAN



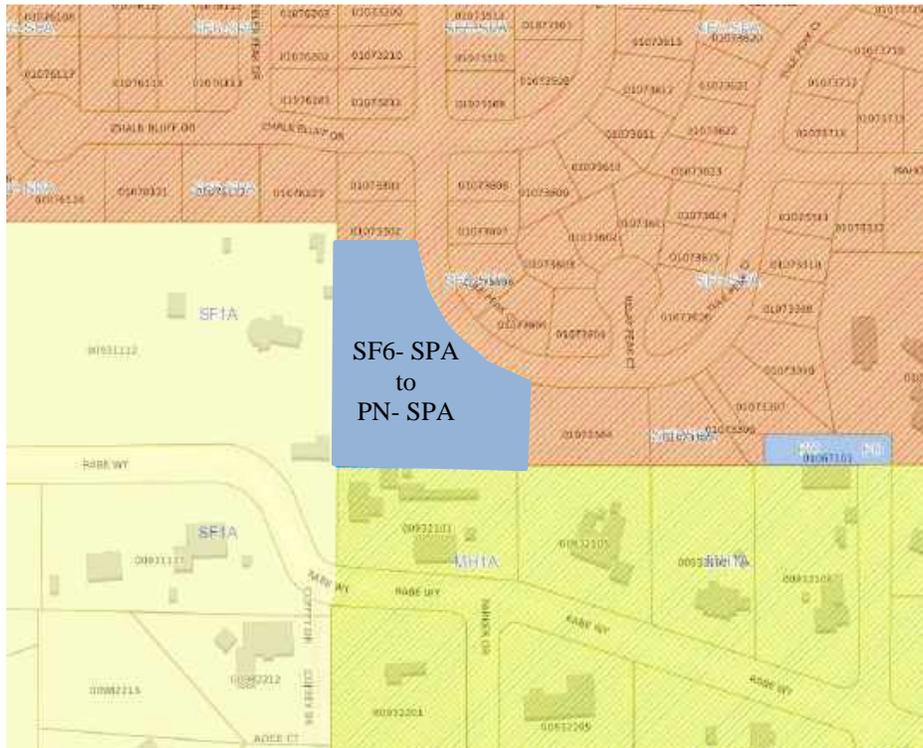
PROPOSED MASTER PLAN



EXISTING ZONING



PROPOSED ZONING



LEGAL REQUIREMENTS: Carson City Municipal Code (“CCMC”) 18.02.050 (Review); 18.02.070 (Master Plan) 18.02.075 (Zoning Map Amendments and Zoning Code Amendments)

EXISTING MASTER PLAN DESIGNATION: Medium Density Residential

PROPOSED MASTER PLAN DESIGNATION: Open Space (“OS”)

EXISTING ZONING: Single-family 6,000- Specific Plan Area (“SF6-SPA”)

PROPOSED ZONING: Public Neighborhood- Specific Plan Area (“PN-SPA”)

SURROUNDING ZONING AND LAND USE INFORMATION:

NORTH: Single-family 6,000 SPA / single-family residences

SOUTH: Mobile home 1 acre / single-family residences

EAST: Single-family 6,000 SPA / single-family residences

WEST: Single-family 1 acre / single-family residences

BACKGROUND AND DISCUSSION:

At its meeting of December 15, 2021, the Planning Commission was provided with an update on the Master Plan implementation activities and reviewed and made a recommendation to the Board of Supervisors on the Master Plan Action Plan and other Master Plan related matters. At its meeting of January 20, 2022, the Board of Supervisors accepted the 2021 Master Plan report from the Planning Commission.

As part of the 2021 Master Plan Annual Report staff inventoried City owned parks and recreational facilities to ensure the zoning and master plan designations are appropriate for their use. The subject property is known as Schulz Ranch detention basin and is owned by the City. To create

consistency with the land use and ownership, the Master Plan designation should be Open Space. Likewise, to create consistency with the proposed master plan designation, the zoning should be Public Neighborhood. The Planning Commission makes a recommendation to the Board of Supervisors. The Board of Supervisors may amend the Zoning and Master Plan Maps, following a recommendation from the Planning Commission.

PUBLIC COMMENTS: On May 11, 2022, public hearing notices were mailed to 87 property owners within 600 feet of the subject properties in accordance with the provisions of NRS and CCMC 18.02.045. At the time of the writing of this report staff has not received any public comment. Any comments that are received after this report is completed will be provided to the Planning Commission either prior to or at the May 25, 2022 meeting depending on their submittal date to the Planning Division.

OTHER CITY DEPARTMENT OR OUTSIDE AGENCY COMMENTS:

The requests were routed to other departments for review and comment. All indicated they had no comments or concerns with the proposed amendments.

FINDINGS: Staff recommends the following findings for approval of the Master Plan Amendment and Zoning Map Amendment pursuant to the CCMC 18.02.070 and 18.02.075, Zoning Map Amendments and Zoning Code Amendments.

MASTER PLAN AMENDMENT FINDINGS: Per the provisions of CCMC 18.02.070

1. The proposed amendment is in substantial compliance with the goals, policies and action programs of the Master Plan.

The proposed amendment is in substantial compliance with the goals, policies, and action programs of the Master Plan. The property is the site of a city owned detention basin within the Schulz Ranch development. The property has a master plan designation of Medium Density Residential. This designation is not consistent with the use of the land. Since this is a publicly owned detention basin the more appropriate designation would be Open Space.

2. The proposed amendment will provide for land uses compatible with existing adjacent land uses and will not have detrimental impacts to other properties in the vicinity.

Properties in the area are zoned for residential uses. The detention basin serves the neighborhood. The proposed amendment will make the master plan designation consistent with the land use and ownership of the parcel.

3. The proposed amendment is in response to changed conditions that have occurred since the plan was adopted and the requested amendment represents a more desirable use of land.

The proposed amendment will provide for consistency with the land use and ownership of the parcel. The detention basin serves the neighborhood and is owned by the City. The proposed amendment will make the master plan designation consistent with the land use and ownership of the parcel.

4. The requested amendment will promote the desired pattern of orderly physical growth and guides development based on the projected population growth with the

least amount of natural resource impairment and the efficient expenditure of funds for public services.

This is the site of a detention basin within the Schulz Ranch development. The proposed amendment will make the master plan designation consistent with the land use and ownership.

ZONING MAP AMENDMENT FINDINGS:

- 1. That the proposed amendment is in substantial compliance with and supports the goals and policies of the master plan.**

Chapter 3 of the Master Plan identifies the land use designations and identifies what zoning districts corresponds to the land use designation. If the Master Plan is amended to designate the parcel as Open Space, the proposed Public Neighborhood zoning district would be a corresponding zoning district that will implement the Master Plan.

- 2. That the proposed amendment will provide for land uses compatible with existing adjacent land uses and will not have detrimental impacts to other properties in the vicinity.**

Properties in the area are zoned for residential uses. The detention basin serves the neighborhood and is owned by the City. The proposed amendment will make the zoning and master plan designations consistent with the land use and ownership of the parcel.

- 3. That the proposed amendment will not negatively impact existing or planned public services or facilities and will not adversely impact the public health, safety and welfare.**

The proposed zoning map amendment will not negatively impact existing or planned public services or facilities and will not adversely impact the public health, safety and welfare. The proposed Public Neighborhood zoning will be consistent with the proposed master plan designation of Open Space. Both the master plan amendment and zoning map amendment will result in consistency with the existing land use and ownership of the parcel.

Attachments:

Resolution 2022-PC-R-3

Draft zoning map amendment ordinance



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 16, 2022

Staff Contact: Heather Ferris, Planning Manager

Agenda Title: For Possible Action: Discussion and possible action to introduce, on first reading, an ordinance approving a zoning map amendment to change the zoning from Single-family 6,000 Specific Plan Area ("SF-6-SPA") to Public Neighborhood Specific Plan Area ("PN-SPA") for the parcel located at 1640 Tule Peak Circle, APN 010-733-03. (Heather Ferris, hferris@carson.org)

Staff Summary: As part of the 2021 Master Plan Annual Report staff inventoried City owned parks and recreational facilities to ensure the zoning and Master Plan designations are appropriate. The subject property is a detention basin within the Schulz Ranch subdivision and is owned by the City. To create consistency with the proposed Master Plan designation, the property should be zoned Public Neighborhood. The requested zoning map amendment is being made concurrently with a request for a Master Plan map amendment (MPA-2022-0215).

Agenda Action: Ordinance - First Reading **Time Requested:** 5 minutes

Proposed Motion

I move to introduce, on first reading, Bill No. _____.

Board's Strategic Goal

Quality of Life

Previous Action

May 25, 2022 - The Planning Commission recommended approval by a vote of 5 - 0, 2 absent.

Background/Issues & Analysis

This zoning map amendment has been requested concurrently with the Master Plan Amendment (MPA-2022-0215). Please reference the May 25, 2022, Planning Commission staff report attached to MPA-2022-0215 for additional information. The Board of Supervisors is authorized to amend the zoning map.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 244; Article 2 of the Carson City Charter; CCMC 18.02.075

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Do not introduce the ordinance on first reading, denying the requested zoning change; modify the proposed ordinance; and/or provide alternative direction.

Attachments:

[ZA-2022-0224 Ord 1st reading.doc](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

SUMMARY – Amends the Carson City zoning map.

BILL NO. _____
ORDINANCE NO. 2022-__

AN ORDINANCE RELATING TO ZONING; ESTABLISHING VARIOUS PROVISIONS TO CHANGE THE ZONING FROM SINGLE-FAMILY 6,000 (“SF-6-SPA”) TO PUBLIC NEIGHBORHOOD (“PN-SPA”) FOR THE PARCEL LOCATED AT 1640 TULE PEAK CIRCLE, APN 010-733-03.

The Board of Supervisors of Carson City do ordain:

SECTION I:

An application for a zoning map amendment affecting Assessor’s Parcel Number (“APN”) 010-733-03, located at 1640 Tule Peak Circle, Carson City, Nevada, was duly submitted to the Planning Division of the Carson City Community Development Department in accordance with section 18.02.075 of the Carson City Municipal Code (“CCMC”) to revise the existing zoning designation of APN 010-733-03 from Single-family 6,000 (“SF-6-SPA”) to Public Neighborhood (“PN-SPA”). After proper noticing in accordance with Chapter 278 of the Nevada Revised Statutes and CCMC Title 18, on May 25, 2022, the Planning Commission, during a public hearing, reviewed the staff report of the Planning Division, received public comment and voted 5 ayes, 0 nays and 2 absent to recommend to the Board of Supervisors approval of the application for the zoning map amendment.

SECTION II:

The zoning map of Carson City is hereby amended to change the zoning of APN 010-733-03 from Single-family 6,000 (“SF-6-SPA”) to Public Neighborhood (“PN-SPA”), as depicted in Attachment A, based on the findings that the zoning map amendment:

1. Is in substantial compliance with the goals, policies and action programs of the Carson City master plan.
2. Will provide for land uses that are compatible with existing adjacent land uses.
3. Will not have a detrimental impact on other properties within the vicinity.
4. Will not negatively impact existing or planned public services or facilities.
5. Will not adversely impact the health, safety or welfare of the public.
6. Satisfies all other required findings of fact as set forth in CCMC 18.02.075(5).

PROPOSED this _____ day of _____ 2022.

PROPOSED BY Supervisor _____

PASSED on the _____ day of _____ 2022.

VOTE: AYES: _____

NAYS: _____

ABSENT: _____

Lori Bagwell, Mayor

ATTEST:

Aubrey Rowlett, Clerk-Recorder

This ordinance shall be in force and effect from and after the ____ of _____,
2022.

Attachment A





STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 16, 2022

Staff Contact: Heather Ferris, Planning Manager

Agenda Title: For Possible Action: Discussion and possible action regarding a master plan amendment to change the Master Plan designation from Community / Regional Commercial ("C/RC") to Open Space ("OS") for a parcel located at 5480 Morgan Mill Road, APN 008-371-31 (Heather Ferris, hferris@carson.org)

Staff Summary: As part of the 2021 Master Plan Annual Report staff inventoried City owned and/or maintained parks and recreational facilities to ensure the zoning and Master Plan designations are appropriate. The subject property is the site of the Empire Cemetery. To create consistency with the land use, the Master Plan designation should be Open Space. The requested Master Plan amendment is being made concurrently with a request for a zoning map amendment (ZA-2022-0233).

Agenda Action: Formal Action / Motion **Time Requested:** 5 Minutes

Proposed Motion

I move to approve the amendment to the Master Plan Land Use Map as presented.

Board's Strategic Goal

Quality of Life

Previous Action

May 25, 2022 - The Planning Commission conducted a public hearing and voted 5-0, 2 absent to approve Resolution No. 2022-PC-R-4 recommending approval of the subject Master Plan amendment based on the ability to make the required findings.

Background/Issues & Analysis

See the attached May 25, 2022, Planning Commission staff report. The Board of Supervisors is authorized to amend the Master Plan Land Use Map.

Applicable Statute, Code, Policy, Rule or Regulation

CCMC 18.02.050 and 18.02.070

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Do not approve the requested Master Plan amendment and/or provide alternative direction.

Attachments:

[ZA-2022-0233 & MPA-2022-0234 \(Empire Cemetery\).docx](#)

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)

STAFF REPORT FOR PLANNING COMMISSION MEETING OF MAY 25, 2022

FILE: MPA-2022-0234 & ZA-2022-0233

AGENDA ITEM: 6.K & 6.L

STAFF CONTACT: Heather Ferris, Planning Manager

AGENDA TITLE:

MPA-2022-0234 For Possible Action: For Possible Action: Discussion and possible action regarding a recommendation to the Board of Supervisors regarding a master plan amendment to change the master plan designation from Community / Regional Commercial (“C/RC”) to Open Space (“OS”) for a parcel located at 5480 Morgan Mill Road, APN 008-371-31 (Heather Ferris, hferris@carson.org)

Staff Summary: As part of the 2021 Master Plan Annual Report staff inventoried City owned parks and recreational facilities to ensure the zoning and master plan designations are appropriate. The subject property is the site of the Empire Cemetery and is maintained by the City. To create consistency with the land use and ownership, the Master Plan designation should be Open Space. The requested master plan amendment is being made concurrently with a request for a zoning map amendment (ZA-2022-0233). The Planning Commission makes a recommendation to the Board of Supervisors.

ZA-2022-0233 For Possible Action: Discussion and possible action regarding a recommendation to the Board of Supervisors regarding a zoning map amendment to change the zoning designation from General Industrial (“GI”) to Conservation Reserve (“CR”) for a parcel located at 5480 Morgan Mill Road, APN 008-371-31. (Heather Ferris, hferris@carson.org)

Staff Summary: As part of the 2021 Master Plan Annual Report staff inventoried City owned parks and recreational facilities to ensure the zoning and master plan designations are appropriate. The subject property is the site of the Empire Cemetery and is maintained by the City. To create consistency with the proposed master plan designation, the zoning should be Conservation Reserve. The requested zoning map amendment is being made concurrently with a request for a master plan amendment (MPA-2022-234). The Planning Commission makes a recommendation to the Board of Supervisors.

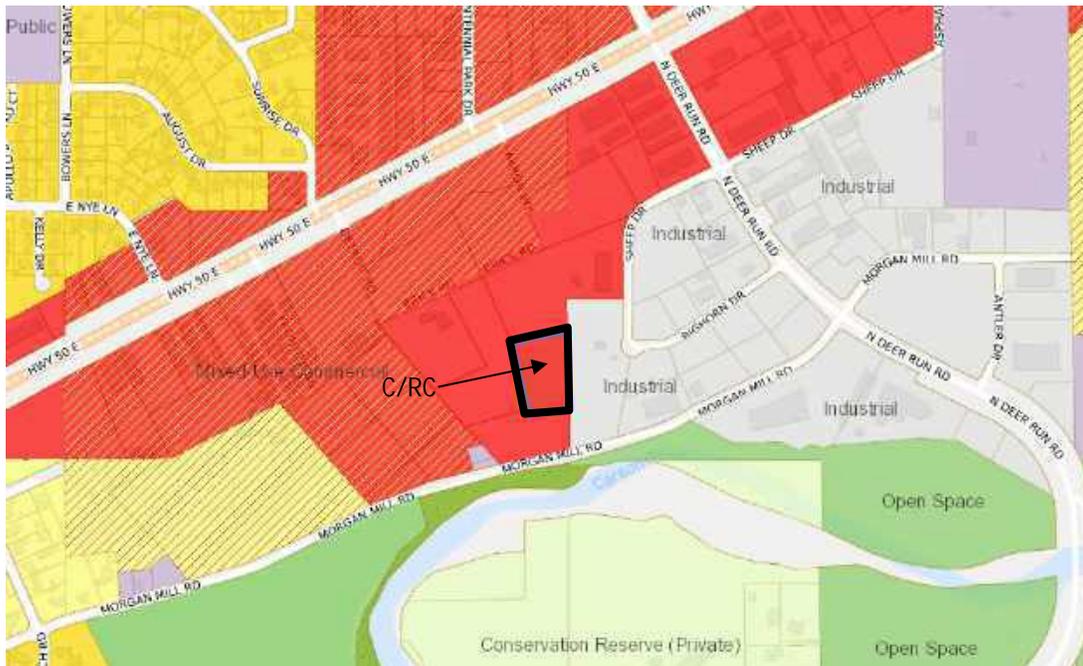
MASTER PLAN AMENDMENT RECOMMENDED MOTION: “I move to adopt resolution number 2022-PC-R-4.”

ZONING MAP AMENDMENT RECOMMENDED MOTION: “I move to recommend to the Board of Supervisors approval of the zoning map amendment ZA-2022-0233 as presented.”

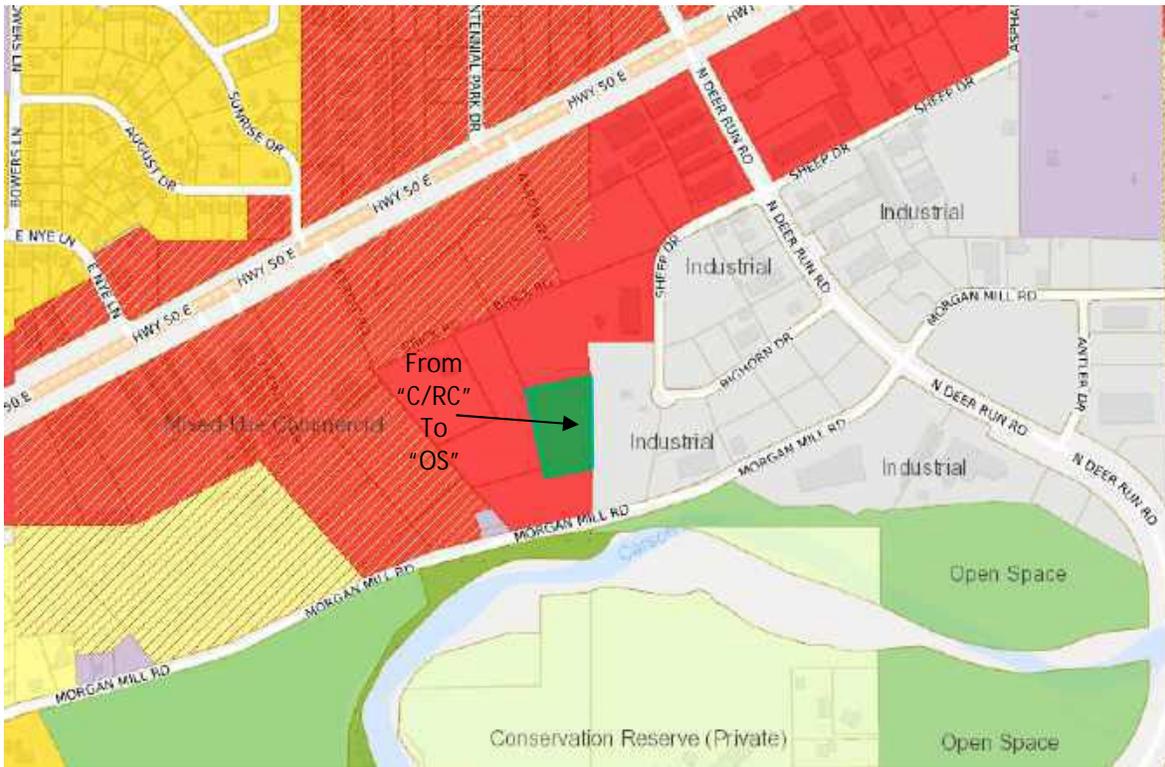
VICINITY MAP:



EXISTING MASTER PLAN



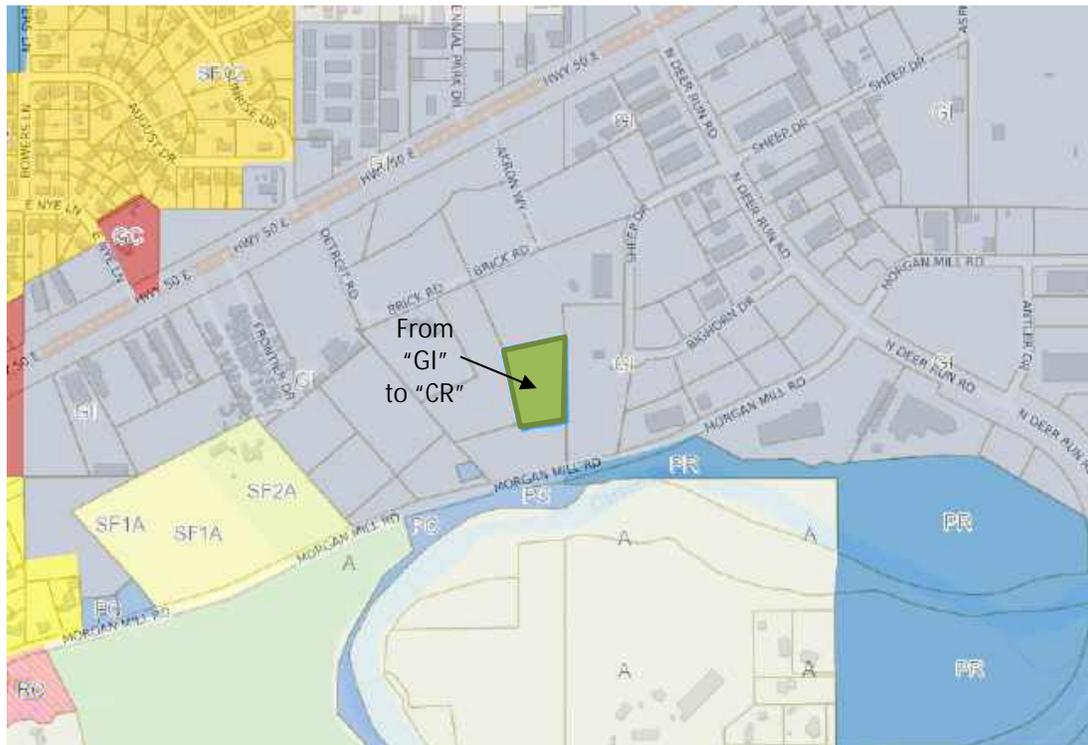
PROPOSED MASTER PLAN



EXISTING ZONING



PROPOSED ZONING



LEGAL REQUIREMENTS: Carson City Municipal Code (“CCMC”) 18.02.050 (Review); 18.02.070 (Master Plan) 18.02.075 (Zoning Map Amendments and Zoning Code Amendments)

EXISTING MASTER PLAN DESIGNATION: Community/ Regional Commercial (“C/RC”)

PROPOSED MASTER PLAN DESIGNATION: Open Space (“OS”)

EXISTING ZONING: General Industrial (“GI”)

PROPOSED ZONING: Conservation Reserve (“CR”)

SURROUNDING ZONING AND LAND USE INFORMATION:

NORTH: General Industrial / sanitation company

SOUTH: General Industrial / vacant

EAST: General Industrial / concrete plant

WEST: General Industrial / vacant

BACKGROUND AND DISCUSSION:

At its meeting of December 15, 2021, the Planning Commission was provided with an update on the Master Plan implementation activities and reviewed and made a recommendation to the Board of Supervisors on the Master Plan Action Plan and other Master Plan related matters. At its meeting of January 20, 2022, the Board of Supervisors accepted the 2021 Master Plan report from the Planning Commission.

As part of the 2021 Master Plan Annual Report staff inventoried City owned parks and recreational facilities to ensure the zoning and master plan designations are appropriate for their use. The subject property is the site of the Empire Cemetery and is maintained by the City. To create

consistency with the land use and ownership, the Master Plan designation should be Open Space. Likewise, to create consistency with the proposed master plan designation, the zoning should be Conservation Reserve. The Planning Commission makes a recommendation to the Board of Supervisors. The Board of Supervisors may amend the Zoning and Master Plan Maps, following a recommendation from the Planning Commission.

PUBLIC COMMENTS: On May 11, 2022, public hearing notices were mailed to 32 property owners within 1,000 feet of the subject properties in accordance with the provisions of NRS and CCMC 18.02.045. At the time of the writing of this report staff has received on public comment email (attached). Any comments that are received after this report is completed will be provided to the Planning Commission either prior to or at the May 25, 2022 meeting depending on their submittal date to the Planning Division.

OTHER CITY DEPARTMENT OR OUTSIDE AGENCY COMMENTS:

The requests were routed to other departments for review and comment. All indicated they had no comments or concerns with the proposed amendments.

FINDINGS: Staff recommends the following findings for approval of the Master Plan Amendment and Zoning Map Amendment pursuant to the CCMC 18.02.070 and 18.02.075, Zoning Map Amendments and Zoning Code Amendments.

MASTER PLAN AMENDMENT FINDINGS: Per the provisions of CCMC 18.02.070

1. The proposed amendment is in substantial compliance with the goals, policies and action programs of the Master Plan.

The proposed amendment is in substantial compliance with the goals, policies, and action programs of the Master Plan. The property is the site of the retired Empire Cemetery. The property has a master plan designation of Community/Regional Commercial ("C/RC"). This designation is not consistent with the use of the land. Since this is a cemetery the master plan designation should be consistent with the use and provide appropriate protections, thus the proposed designation of Open Space.

2. The proposed amendment will provide for land uses compatible with existing adjacent land uses and will not have detrimental impacts to other properties in the vicinity.

Properties in the area are zoned for General Industrial type uses. The cemetery use is existing. The proposed amendment will make the master plan designation consistent with the land use and provide appropriate protections for the cemetery.

3. The proposed amendment is in response to changed conditions that have occurred since the plan was adopted and the requested amendment represents a more desirable use of land.

The proposed amendment will provide for consistency with the land use of the parcel. This is the site of the retired Empire Cemetery. The proposed amendment will make the master plan designation consistent with the land use and provide appropriate protections for the cemetery.

4. The requested amendment will promote the desired pattern of orderly physical growth and guides development based on the projected population growth with the

least amount of natural resource impairment and the efficient expenditure of funds for public services.

This is the site of the retired Empire Cemetery. The proposed amendment will make the master plan designation consistent with the land use and provide appropriate protections for the cemetery.

ZONING MAP AMENDMENT FINDINGS:

- 1. That the proposed amendment is in substantial compliance with and supports the goals and policies of the master plan.**

Chapter 3 of the Master Plan identifies the land use designations and identifies what zoning districts corresponds to the land use designation. If the Master Plan is amended to designate the parcel as Open Space, the proposed Conservation Reserve zoning district would be a corresponding zoning district that will implement the Master Plan.

- 2. That the proposed amendment will provide for land uses compatible with existing adjacent land uses and will not have detrimental impacts to other properties in the vicinity.**

Properties in the area are zoned for General Industrial type uses. The cemetery use is existing. The proposed amendment will make the master plan designation consistent with the land use and provide appropriate protections for the cemetery.

- 3. That the proposed amendment will not negatively impact existing or planned public services or facilities and will not adversely impact the public health, safety and welfare.**

The proposed zoning map amendment will not negatively impact existing or planned public services or facilities and will not adversely impact the public health, safety and welfare. The proposed Conservation Reserve zoning will be consistent with the proposed master plan designation of Open Space. Both the master plan amendment and zoning map amendment will result in consistency with the existing land use of the subject parcels.

Attachments:

Resolution 2022-PC-R-4

Draft zoning map amendment ordinance

Public comment



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 16, 2022

Staff Contact: Heather Ferris, Planning Manager

Agenda Title: For Possible Action: Discussion and possible action to introduce, on first reading, an ordinance approving a zoning map amendment to change the zoning from General Industrial (“GI”) to Conservation Reserve (“CR”) for a parcel located at 5480 Morgan Mill Road, APN 008-371-31. (Heather Ferris, hferris@carson.org)

Staff Summary: As part of the 2021 Master Plan Annual Report staff inventoried City owned parks and recreational facilities to ensure the zoning and Master Plan designations are appropriate. The subject property is the site of the Empire Cemetery and is maintained by the City. To create consistency with the proposed Master Plan designation, the property should be zoned Conservation Reserve. The requested zoning map amendment is being made concurrently with a request for a Master Plan map amendment (MPA-2022-0234).

Agenda Action: Ordinance - First Reading **Time Requested:** 5 minutes

Proposed Motion

I move to introduce, on first reading, Bill No. _____.

Board's Strategic Goal

Quality of Life

Previous Action

May 25, 2022 - The Planning Commission recommended approval by a vote of 5 - 0, 2 absent.

Background/Issues & Analysis

This zoning map amendment has been requested concurrently with the Master Plan amendment (MPA-2022-0234). Please reference the May 25, 2022 Planning Commission staff report attached to MPA-2022-0234 for additional information. The Board of Supervisors is authorized to amend the zoning map.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 244; Article 2 of the Carson City Charter; CCMC 18.02.075

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact:

Alternatives

Do not introduce the ordinance on first reading, denying the requested zoning change; modify the proposed ordinance; and/or provide alternative direction.

Attachments:

[ZA-2022-0233 Ord.- 1st reading.doc](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

NAYS: _____

ABSENT: _____

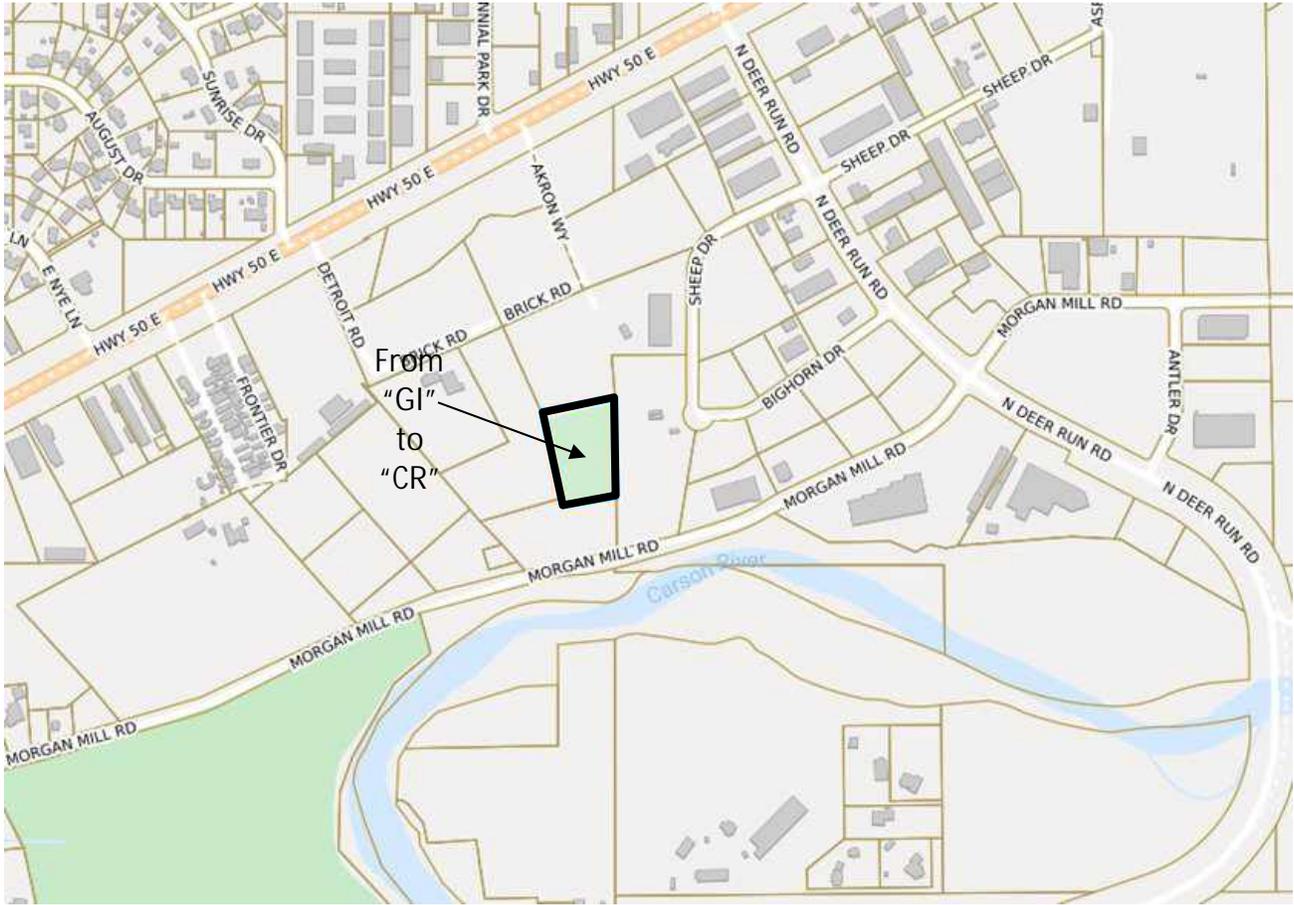
LORI BAGWELL, Mayor

ATTEST:

AUBREY ROWLATT, Clerk-Recorder

This ordinance shall be in force and effect from and after the ____ of _____, 2022.

Attachment A





STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 16, 2022

Staff Contact: Hope Sullivan, Community Development Director

Agenda Title: For Possible Action: Discussion and possible action to adopt, on second reading, Bill No. 107, an ordinance related to improvement districts, establishing provisions to levy the Downtown Neighborhood Improvement District (“DNID”) Fiscal Year (“FY”) 2023 assessment for the maintenance of the Downtown Streetscape Enhancement Project. (Hope Sullivan, hsullivan@carson.org)

Staff Summary: The Board of Supervisors must adopt an ordinance to levy the FY 2023 DNID assessment in accordance with the provisions of NRS Chapter 271. The total proposed assessment amount for FY 2023 is \$42,198, distributed between property owners as shown on the assessment roll in Exhibit A to the ordinance.

Agenda Action: Ordinance - Second Reading **Time Requested:** 5 Minutes

Proposed Motion

I move to adopt Ordinance No. 2022-__.

Board's Strategic Goal

Economic Development

Previous Action

April 21, 2022 - The Board of Supervisors adopted a resolution estimating the DNID the assessment roll for FY 2023 at \$42,198 for the purpose of paying for maintenance of the Downtown Streetscape Enhancement Project, fixing the time and place to hear protests regarding the assessment for May 19, 2022, and directing staff to provide notice of the public hearing.

May 19, 2022 - The Board of Supervisors adopted a resolution confirming the FY 2023 DNID assessment and introduced the subject ordinance to levy the FY 2023 DNID assessment.

Background/Issues & Analysis

NRS Chapter 271 provides for the annual procedures for implementing a neighborhood improvement district assessment. The purpose of this item is to levy the DNID assessment for FY 2023.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 271

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Revenue NID Assessment 7809883-411100.

Is it currently budgeted? Yes

Explanation of Fiscal Impact: The collection of the DNID assessment for \$42,198 is for the costs of supplemental improvements and services above and beyond those provided by the City, specifically ongoing garbage collection and sidewalk and landscaping maintenance. The City will continue to contribute its additional share of the costs per the ordinance establishing the DNID.

Alternatives

Do not adopt the ordinance on second reading, modify the proposed ordinance or assessment and/or provide alternative direction.

Attachments:

[DNID_Ordinance_2nd_Reading.docx](#)

[DNID_Assessment.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

Summary: An ordinance to levy the Downtown Neighborhood Improvement District assessment for Fiscal Year 2023.

BILL NO. 107

ORDINANCE No. 2022-__

AN ORDINANCE RELATING TO IMPROVEMENT DISTRICTS, ESTABLISHING PROVISIONS TO LEVY THE DOWNTOWN NEIGHBORHOOD IMPROVEMENT DISTRICT FISCAL YEAR 2023 ASSESSMENT FOR THE MAINTENANCE OF THE DOWNTOWN STREETScape ENHANCEMENT PROJECT; AND PROVIDING OTHER MATTERS PROPERLY RELATED THERETO.

The Board of Supervisors of Carson City do ordain:

Whereas, the Carson City Board of Supervisors (“Board”) adopted Ordinance No. 2016-1 pursuant to NRS Chapter 271 establishing the Downtown Neighborhood Improvement District (“NID”) on January 7, 2016, to help pay for the ongoing maintenance of the street beautification project known as the Downtown Streetscape Enhancement Project, and that ordinance provided for the baseline property assessment as well as other requirements; and

Whereas, the Downtown Streetscape Enhancement Project was completed in 2018; and

Whereas, on May 19, 2022, the Board considered all applications for hardship determination and the recommendations of the Carson City Human Services Department regarding such applications; and

Whereas, the base DNID assessment for FY 2023 is \$71,031; and

Whereas, the Board has determined that the net cost of maintenance to be assessed to the benefitted parcels within the DNID in FY 2023 is \$42,198.

SECTION I:

1. The Board hereby levies the assessment to be paid by the DNID in FY 2023 for the purpose of paying for maintenance of the Downtown Streetscape Enhancement Project at \$42,198, distributed between property owners as shown on the confirmed assessment roll in EXHIBIT A, attached hereto.

2. The officers and employees of Carson City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this ordinance.

PROPOSED on _____, 2022.

PROPOSED by _____.

PASSED _____, 2022.

VOTE: AYES: SUPERVISORS: _____

NAYS: SUPERVISORS: _____

ABSENT: SUPERVISORS: _____

LORI BAGWELL, Mayor

ATTEST:

AUBREY ROWLATT, Clerk-Recorder

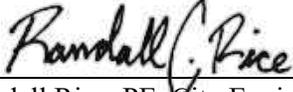
This ordinance shall be in force and effect from and after the 1st day of July 2022.

Downtown Neighborhood Improvement District
FY 2023
City Engineer's Assessment Roll

State of Nevada }
 }
County of Carson City }

To the Board of Supervisors of Carson City, Nevada:

I hereby certify and report that the foregoing is the assessment roll and assessments made by me for the purpose of paying that part of the cost which you decided should be paid and borne by special assessment for the Downtown Neighborhood Improvement District for the maintenance of the Downtown Streetscape Enhancement Project; that in making such assessments, I have, as near as may be, and according to my best judgement, conformed in all things to the provisions of Chapter 271 of NRS.



Randall Rice, PE, City Engineer

Dated at Carson City, Nevada, April 12, 2022.

	Parcel No	Property Location	Owner Name	Non-Res. Bldg size	Specia Benefit Factor	% total bldg size	Assessment \$	42,198
WEST SIDE OF CARSON ST								
<u>W WILLIAMS AND N CARSON</u>	00118499	1020 N CARSON ST	ROSENTHAL, DONALD M ET AL	2,259	100%	2,259	0.50%	\$ 211
	00118407	1020 N CARSON ST	ROSENTHAL, DONALD M ET AL	0	100%	-	0.00%	\$ -
	00118408	1000 N CARSON ST	TERVEER, JOHN & BELL, MICHELLE	1,500	100%	1,500	0.33%	\$ 140
<u>SOPHIA AND N CARSON</u>	00118802	922 N CARSON STREET	BROGISH LLC	516	100%	516	0.11%	\$ 48
	00118804	900 N CARSON STREET	BROOKS, BENTLEY Y & MONICA	2,100	100%	2,100	0.47%	\$ 197
<u>ANN AND N CARSON</u>	00119401	800 N CARSON STREET	MAFFI, JOE ROBERT	37,838	100%	37,838	8.39%	\$ 3,542
<u>W WASHINGTON AND N CARSON</u>	00328304	716 N CARSON ST	KAPLAN FAMILY TRUST	19,927	100%	19,927	4.42%	\$ 1,865
<u>W ROBINSON AND N CARSON</u>	00322301	500 N CARSON ST	ADAMS CARSON LLC	0	100%	-	0.00%	\$ -
<u>W SPEAR AND N CARSON</u>	00322402	420 N CARSON ST	NORTHERN NV COMSTOCK INV LLC	5,439	100%	5,439	1.21%	\$ 509
	00322403	410 N CARSON ST	DOUGLASS DEVELOPMENT LLC	2,552	100%	2,552	0.57%	\$ 239
	00322404	408 N CARSON ST	CHANEY, EUGENE FAM LIMITED PART	2,769	100%	2,769	0.61%	\$ 259
	00322409	402 N CARSON ST	CHANEY, EUGENE FAM LIMITED PART	5,951	100%	5,951	1.32%	\$ 557
<u>W TELEGRAPH AND N CARSON</u>	00322902	320 N CARSON ST	320 NORTH CARSON STREET LLC	2,690	100%	2,690	0.60%	\$ 252
	00322903	318 N CARSON ST	COLE, JEFFREY N & DENISE M	13,441	100%	13,441	2.98%	\$ 1,258
	00322904	310 N CARSON ST	SCHMIDT, MARK & KIMBERLY TRUST	1,020	100%	1,020	0.23%	\$ 95
	00322905	308 N CARSON ST	SCHMIDT, MARK & KIMBERLY TRUST	1,275	100%	1,275	0.28%	\$ 119
	00322906	306 N CARSON ST	ADAMS 302 CARSON LLC	2,053	100%	2,053	0.46%	\$ 192
	00322907	302 N CARSON ST	ADAMS 302 CARSON LLC	8,748	100%	8,748	1.94%	\$ 819
<u>W PROCTOR AND N CARSON</u>	00321301	111 W PROCTOR ST	CARSON INCUBATOR I LLC	8,390	100%	8,390	1.86%	\$ 785
	00321302	206 N CARSON ST	WARREN, RICHARD & WARREN, DC TR	11,519	100%	11,519	2.56%	\$ 1,078
	00321303	202 N CARSON ST	SEID ERIKA LYNN	9,426	100%	9,426	2.09%	\$ 882
<u>SECOND AND S CARSON</u>	00311206	123 W SECOND ST	LOPICCOLO FAMILY 1998 TRUST	10,243	100%	10,243	2.27%	\$ 959
	00311203	210 S CARSON ST	BODIE NEVADA TRUST 12/27/11	1,924	100%	1,924	0.43%	\$ 180
	00311204	217 S CURRY ST	MERCURY CLEANERS INC	5,746	100%	5,746	1.27%	\$ 538
	00311205	224 S CARSON ST	LOPICCOLO FAMILY 1998 TRUST	5,685	100%	5,685	1.26%	\$ 532
<u>THIRD AND S CARSON</u>	00311309	310 S CARSON ST	LOPICCOLO INVESTMENTS LLC	12,906	100%	12,906	2.86%	\$ 1,208
	00311310	S CARSON ST	BERNARD LLC	0	100%	-	0.00%	\$ -
	00311311	312 S CARSON ST	BERNARD LLC	2,890	100%	2,890	0.64%	\$ 271
	00311312	314 S CARSON ST	BERNARD LLC	1,925	100%	1,925	0.43%	\$ 180
<u>FOUTH AND S CARSON</u>	00311602	400 S CARSON ST	BORTOLIN LLC	0	100%	-	0.00%	\$ -
	00311601	410 S CARSON ST	BORTOLIN LLC	4,208	100%	4,208	0.93%	\$ 394
	00311605	418 S CARSON ST	NEVADA BUILDERS ALLIANCE	2,180	100%	2,180	0.48%	\$ 204
EAST SIDE OF CARSON ST								
<u>E WILLIAMS AND N CARSON</u>	00216503	1017 N CARSON ST	MAPP ENTERPRISES, INC	1,653	100%	1,653	0.37%	\$ 155
<u>SOPHIA AND N CARSON</u>	00216502	917 N CARSON ST	B P HOTEL, LLC	31,890	100%	31,890	7.07%	\$ 2,985
	00216501	901 N CARSON STREET	B P HOTEL, LLC	0	100%	-	0.00%	\$ -
<u>ANN AND N CARSON</u>	00216402	801 N CARSON ST	CAPITAL CITY FLATS LLC	10,531	100%	10,531	2.34%	\$ 986
<u>E WASHINGTON AND N CARSON</u>	00426101	113 E WASHINGTON ST	MASONIC LODGE CARSON LODGE #1	739	100%	739	0.16%	\$ 69
	00426102	705 N CARSON ST	LAMKIN, ROBERT L & ROBERTA J	1,731	100%	1,731	0.38%	\$ 162

FY 2023 Downtown Neighborhood Improvement District Maintenance Engineer's Assessment Roll

EXHIBIT A

<u>EAST CAROLINE AND N CARSON</u>	00426301	617 N CARSON ST	ADAMS CARSON LLC	0	100%	-	0.00%	\$	-
	00426302	601 N CARSON ST	PARDINI FAMILY PROPERTIES LLC	3,920	100%	3,920	0.87%	\$	367
<u>E ROBINSON AND N CARSON</u>	00421111	507 N CARSON ST	ADAMS CARSON LLC	79,378	100%	79,378	17.61%	\$	7,430
	00421402	E SPEAR ST	ADAMS CARSON LLC	0	100%	-	0.00%	\$	-
<u>E TELEGRAPH AND N CARSON</u>	00421503	319 N CARSON ST	DAVIS / BENTHAM LLC	4,320	100%	4,320	0.96%	\$	404
	00421504	315 N CARSON ST	YAPLE, JON M AND JEANNE	1,958	100%	1,958	0.43%	\$	183
	00421508	311 N CARSON ST	JOHNSON, THOMAS Y AND LINDA E	7,644	100%	7,644	1.70%	\$	716
	00421506	301 N CARSON ST	JOHNSON FAMILY REV TR 1/31/92	9,282	100%	9,282	2.06%	\$	869
CURRY STREET FRONTAGE - EAST									
<u>W WILLIAM AND N CURRY</u>	00118409	1007 N CURRY STREET	NDBT PROPERTIES LLC	4,506	75%	3,380	0.75%	\$	316
<u>SOPHIA AND N CURRY</u>	00118801	115 W SOPHIA	BROGISH LLC	0	75%	-	0.00%	\$	-
	00118803	110 W ANN	PROPERTY MANAGEMENT, CARSON CITY	0	75%	-	0.00%	\$	-
<u>SPEAR AND N CURRY</u>	00322401	411 N CURRY ST	NORTHERN NEVADA COMSTOCK INVEST	9,467	100%	9,467	2.10%	\$	886
	00322407	407 N CURRY ST	OLD GLOBE SALOON INC	1,641	100%	1,641	0.36%	\$	154
	00322406	110 W TELEGRAPH ST	JONES, K & M TRUST	6,160	100%	6,160	1.37%	\$	577
<u>W TELEGRAPH AND N CURRY</u>	00322408	108 W TELEGRAPH ST	CROWELL ENTERPRISES INC	2,311	100%	2,311	0.51%	\$	216
	00322901	111 W TELEGRAPH ST	BRUUN-ANDERSEN FAMILY EST TRUST	11,019	100%	11,019	2.44%	\$	1,031
<u>THIRD AND N CURRY</u>	00311315	S CURRY / THIRD	LOPICCOLO INVESTMENTS LLC	1,080	100%	1,080	0.24%	\$	101
	00311399	W THIRD ST	LOPICCOLO INVESTMENTS LLC	0	100%	-	0.00%	\$	-
	00311313	110 W FOURTH ST	BERNARD LLC	1,456	75%	1,092	0.24%	\$	102
	00311314	309 S CURRY ST	BERNARD LLC	0	75%	-	0.00%	\$	-
<u>W FOURTH AND N CURRY</u>	00311606	114 W FIFTH ST	NEVADA BUILDERS ALLIANCE	0	75%	-	0.00%	\$	-
<u>WILLIAM AND N CURRY</u>	00118302	1012 N CURRY ST	SHEERIN, MARY J & SHEERIN, ETAL	0	75%	-	0.00%	\$	-
	00118304	1008 N CURRY ST	FOUR WINDS, LLC	924	75%	693	0.15%	\$	65
	00118306	1002 N CURRY ST	LORENZ, ALLEN R TRUST 1/19/07	2,053	75%	1,540	0.34%	\$	144
<u>SOPHIA AND N CURRY</u>	00118707	910 N CURRY ST	HCBMBP LLC	0	75%	-	0.00%	\$	-
	00118705	904 N CURRY ST	T C J ENTERPRISES LLC	936	75%	702	0.16%	\$	66
<u>ANN AND N CURRY</u>	00119302	812 N CURRY ST	ADAMS 800 N CURRY LLC	0	75%	-	0.00%	\$	-
	00119305	808 N CURRY ST	ADAMS 800 N CURRY LLC	0	75%	-	0.00%	\$	-
	00119306	802 N CURRY ST	ADAMS 800 N CURRY LLC	0	75%	-	0.00%	\$	-
<u>W WASHINGTON AND N CURRY</u>	00328202	714 N CURRY ST	MKR VENTURES LLC	1,433	75%	1,075	0.24%	\$	101
	00328203	710 N CURRY ST	GRAVES, BRANDI & JONES, LINDSEY	1,250	75%	938	0.21%	\$	88
<u>W CAROLINE AND N CURRY</u>	00328502	201 W CAROLINE ST	CARSON HEIGHTS LLC	11,684	75%	8,763	1.94%	\$	820
	00328503	N CURRY ST	CARSON HEIGHTS LLC	0	75%	-	0.00%	\$	-
	00328504	602 N CURRY ST	CHIM MARK H K & MARILYN M	2,446	75%	1,835	0.41%	\$	172
<u>W ROBINSON AND N CURRY</u>	00322202	512 N CURRY ST	KLETTE S & M E FAMILY TRUST	713	100%	713	0.16%	\$	67
	00322203	508 N CURRY ST	RPJ NV LLC	2,448	100%	2,448	0.54%	\$	229
	00322204	204 W SPEAR ST	BENGOCHEA LLC	3,307	100%	3,307	0.73%	\$	310
<u>W SPEAR AND N CURRY</u>	00322510	412 N CURRY ST	CAIN GARY	528	100%	528	0.12%	\$	49
	00322503	402 N CURRY ST	PRUETT FAMILY TRUST 6/10/04	2,297	100%	2,297	0.51%	\$	215
	00322506	405 N NEVADA ST	PRUETT FAMILY TRUST	1,309	100%	1,309	0.29%	\$	123
<u>W TELEGRAPH AND N CURRY</u>	00322802	308 N CURRY ST	ADAMS 308 N CURRY LLC	21,826	100%	21,826	4.84%	\$	2,043

FY 2023 Downtown Neighborhood Improvement District Maintenance Engineer's Assessment Roll

EXHIBIT A

<u>W PROCTOR AND N CURRY</u>	00321206	234 N CURRY ST	ADAMS 308 N CURRY LLC	0	100%	-	0.00%	\$	-
	00321203	208 N CURRY ST	PLATINUM QUAIL LLC SERIES A	1,853	100%	1,853	0.41%	\$	173
	00321204	206 N CURRY ST	CC CONCIERGE LLC	1,333	100%	1,333	0.30%	\$	125
	00321205	202 N CURRY ST	WARREN, RICHARD AND WARREN DC TR	1,242	100%	1,242	0.28%	\$	116
<u>W MUSSER AND N CURRY</u>	00321502	112 N CURRY ST	CURRY MUSSER PROCTOR & GREEN LLC	1,303	75%	977	0.22%	\$	91
	00321504	102 N CURRY ST	NEVADA PRESS FOUNDATION	3,541	75%	2,656	0.59%	\$	249
<u>W KING AND N CURRY</u>	00321710	201 W KING ST	MAYNE, MICHELLE M TRUST	2,788	75%	2,091	0.46%	\$	196
	00321711	106 S CURRY ST	VANDEBRAKE, LAURIE & HURT, ROBERT	954	75%	716	0.16%	\$	67
	00321713	110 S CURRY ST	SUMMO, DONALD W & EILENE H TR	1,123	75%	842	0.19%	\$	79
<u>W SECOND AND S CURRY</u>	00311401	300 S CURRY ST	SIERRA NV ASSOC OF REALTORS INC	5,528	75%	4,146	0.92%	\$	388
	00311403	314 S CURRY ST	SIERRA NV ASSOC OF REALTORS INC	0	75%	-	0.00%	\$	-
	00311404	310 S CURRY ST	BROWN, RANDY J INVESTMENTS LLC	1,419	75%	1,064	0.24%	\$	100
<u>W FOURTH AND S CURRY</u>	00311503	201 W FOURTH ST	BROWN, RANDY J INVESTMENTS LLC	0	75%	-	0.00%	\$	-
	00311505	202 W FIFTH ST	LANGSON, DON K	0	75%	-	0.00%	\$	-
	00311502	205 W FOURTH ST	BROWN, RANDY J INVESTMENTS LLC	0	75%	-	0.00%	\$	-
PLAZA STREET FRONTAGE									
<u>WILLIAMS AND PLAZA</u>	00216504	1000 N PLAZA STREET	M & M BIGUE INVESTMENTS LLC	5,239	75%	3,929	0.87%	\$	368
<u>SOPHIA AND PLAZA</u>	00216505	110 E ANN STREET	SALAS, ANGELICA	2,465	75%	1,849	0.41%	\$	173
<u>E TELEGRAPH AND PLAZA</u>	00421502	107 E TELEGRAPH	T.L.A.C.P., LLC	2,150	75%	1,613	0.36%	\$	151
	00421501	111 E TELEGRAPH	WONG FAMILY TRUST 11/22/97	2,948	75%	2,211	0.49%	\$	207
				Total	464,847	450,810	100%	\$	42,198



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** June 16, 2022

Staff Contact: Hope Sullivan, AICP, Community Development Director

Agenda Title: For Possible Action: Discussion and possible action to adopt, on second reading, Bill No. 108, an ordinance related to improvement districts, establishing provisions to levy the South Carson Neighborhood Improvement District ("SCNID") Fiscal Year ("FY") 2023 assessment for the maintenance of the South Carson Street Complete Streets Project. (Hope Sullivan, hsullivan@carson.org)

Staff Summary: The Board of Supervisors must adopt an ordinance to levy the FY 2023 SCNID assessment in accordance with the provisions of NRS Chapter 271. The proposed assessment amount for FY 2023 is \$75,746 distributed between property owners as shown on the assessment roll in Exhibit A to the ordinance.

Agenda Action: Ordinance - Second Reading **Time Requested:** 5 minutes

Proposed Motion

I move to adopt Ordinance No. 2022-__.

Board's Strategic Goal

Economic Development

Previous Action

April 21, 2022 - The Board of Supervisors adopted a resolution estimating the SCNID assessment roll for FY 2023 at \$75,746 for the purpose of paying for maintenance of the South Carson Street Complete Streets Project, fixing the time and place to hear protests regarding the assessment for May 19, 2022, and directing staff to provide notice of the public hearing.

May 19, 2022 - The Board of Supervisors adopted a resolution confirming the FY 2023 SCNID assessment and introduced the subject ordinance to levy the FY 2023 SCNID assessment.

Background/Issues & Analysis

NRS Chapter 271 provides for the annual procedures for implementing a neighborhood improvement district assessment. The purpose of this item is to levy the SCNID assessment for FY 2023.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 271

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Revenue SCNID Assessment 2370083-411100.

Is it currently budgeted? Yes

Explanation of Fiscal Impact: The collection of the SCNID assessment for \$75,746 is for the costs of supplemental improvements and services above and beyond those provided by the city, specifically ongoing garbage collection and sidewalk and landscaping maintenance. The City will continue to contribute its share of the costs per the ordinance establishing the SCNID.

Alternatives

Do not adopt the ordinance on second reading, modify the proposed ordinance or assessment and/or provide alternative direction.

Attachments:

[SCNID Ordinance 2nd Reading.docx](#)

[25n backup.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

Summary: An ordinance to levy the South Carson Neighborhood Improvement District assessment for Fiscal Year 2023.

BILL NO. 108

ORDINANCE No. 2022-__

AN ORDINANCE RELATING TO IMPROVEMENT DISTRICTS, ESTABLISHING PROVISIONS TO LEVY THE SOUTH CARSON NEIGHBORHOOD IMPROVEMENT DISTRICT FISCAL YEAR 2023 ASSESSMENT FOR THE MAINTENANCE OF THE SOUTH CARSON COMPLETE STREETS PROJECT; AND PROVIDING OTHER MATTERS PROPERLY RELATED THERETO.

The Board of Supervisors of Carson City do ordain:

Whereas, the Carson City Board of Supervisors (“Board”) adopted Ordinance No. 2021-8 pursuant to NRS Chapter 271 establishing the South Carson Neighborhood Improvement District (“NID”) on June 17, 2021, to help pay for the ongoing maintenance of the pedestrian, non-motorized and landscaping improvements known as the South Carson Complete Streets Project, and that ordinance provided for the baseline property assessment as well as other requirements; and

Whereas, the South Carson Complete Streets Project was completed in 2021; and

Whereas, on May 19, 2022, the Board considered all applications for hardship determination and the recommendations of the Carson City Human Services Department regarding such applications; and

Whereas, the base SCNID assessment for FY 2023 is \$148,953; and

Whereas, the Board has determined that the net cost of maintenance to be assessed to the benefitted parcels within the SCNID in FY 2023 is \$75,746.

SECTION I:

1. The Board hereby levies the assessment to be paid by the SCNID in FY 2023 for the purpose of paying for maintenance of the South Carson Complete Streets Project at \$75,746, distributed between property owners as shown on the confirmed assessment roll in EXHIBIT A, attached hereto.

2. The officers and employees of Carson City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this ordinance.

PROPOSED on _____, 2022.

PROPOSED by _____.

PASSED _____, 2022.

VOTE: AYES: SUPERVISORS: _____

NAYS: SUPERVISORS: _____

ABSENT: SUPERVISORS: _____

LORI BAGWELL, Mayor

ATTEST:

AUBREY ROWLATT, Clerk-Recorder

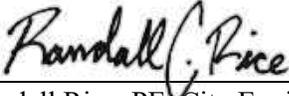
This ordinance shall be in force and effect from and after the 1st day of July 2022.

South Carson Neighborhood Improvement District
FY 2023
City Engineer’s Assessment Roll

State of Nevada }
 }
County of Carson City }

To the Board of Supervisors of Carson City, Nevada:

I hereby certify and report that the foregoing is the assessment roll and assessments made by me for the purpose of paying that part of the cost which you decided should be paid and borne by special assessment for the South Carson Neighborhood Improvement District for the maintenance of the South Carson Complete Streets Project; that in making such assessments, I have, as near as may be, and according to my best judgement, conformed in all things to the provisions of Chapter 271 of NRS.



Randall Rice, PE, City Engineer

Dated at Carson City, Nevada, April 12, 2022.

Estimated Annual Maintenance Cost + Reserve =	\$148,953
Existing City Cost to Maintain South Carson Street Corridor =	(\$23,352)
Estimated Annual South Carson License Fee Revenue =	(\$49,855)
Annual Assessment Cost to SCNID =	<u>\$75,746</u>

Assessor Parcel Number*	Legal Owner	Business/Property Name	Physical Address	Parcel Area (Square Feet)	Frontage Length (Linear Feet)	Total Assessment Cost
306301	GENOA FLATS LLC	DESERT HILLS MOTEL	1010 S CARSON ST	34,674	204	\$443
306304	NEWMAN CONSTRUCTION LTD	CARSON CAR WASH	1300 S CARSON ST	12,197	72	\$156
306305	LOFTIN & LOFTIN LLC		1356 S CARSON ST	20,473	122	\$264
306306	V-R PROPERTY MANAGEMENT	GAS N SAVE MART	1360 S CARSON ST	20,038	130	\$276
306307	CDX2 LLC		1400 S CARSON ST	15,682	99	\$211
306308	CARSON VALLEY OIL COMPANY, INC	SHELL STATION (SOUTH)	1462 S CARSON ST	33,106	214	\$454
306310	EASTERN SIERRA PROPERTIES LLC		111 W 10TH ST	11,326	68	\$147
306311	CLEMMENSEN FAMILY TRUST 3/11/87	CARSON DERMATOLOGY	1100 S CARSON ST	16,553	99	\$214
306312	1122 SOUTH CARSON LLC	ARBYS ROAST BEEF RESTAURANT	1122 S CARSON ST	16,117	99	\$213
306313	BENJAMIN P & LYDIA CHAYRA TR		1218 S CARSON ST	6,534	95	\$175
306315	STATE OF NEVADA DIV OF ST LANDS		S CARSON ST	49,484	649	\$1,215
306318	DBB HOLDINGS INC	ARNULFO MEXICAN FOOD	1250 S CARSON ST	42,079	196	\$454
306319	1280 S CARSON LLC	PINK ELEPHANT	1280 S CARSON ST	61,420	113	\$381
308201	900 CARSON LLC		845 S CURRY ST	14,375	0	\$46
308202	900 CARSON LLC		800 S CARSON ST	14,375	170	\$323
308203	900 CARSON LLC	CARSON STATION PARKING LOT	S CARSON ST	10,019	66	\$140
308204	900 CARSON LLC	CARSON STATION	900 S CARSON ST	28,750	169	\$367
309203	CUBIX ORMSBY LLC	ORMSBY HOUSE HOTEL/CASINO	600 S CARSON ST	74,488	440	\$955
309204	CUBIX CORPORATION	AM-PM MINI MARKET(CARSON ST)	720 S CARSON ST	18,731	210	\$402
309205	CUBIX ORMSBY LLC	ORMSBY HOUSE (S. PARKING LOT)	107 W 7TH ST	15,682	0	\$50
330201	STATE OF NEVADA DEPT OF TRAN		2180 S CARSON ST	443,876	0	\$1,427
330202	STATE OF NEVADA DIV OF ST LANDS		S CARSON ST	100,188	1	\$324
330305	NEVADA RURAL HOUSING AUTHORITY	SOUTHGATE MANOR APARTMENTS	2100 CALIFORNIA ST	317,552	1	\$1,022
330401	STATE OF NEVADA DIV OF ST LANDS		2361 S CARSON ST	509,216	0	\$1,637
330402	STATE OF NEVADA DIV OF ST LANDS		S CARSON ST	64,033	1	\$207
401101	CARRINGTON COMPANY	CARSON CITY MALL	1313 S CARSON ST	514,879	977	\$3,244
401102	CARRINGTON COMPANY		1457 S CARSON ST	22,651	203	\$403
401103	STEWART LLC, SER OF CARRINGTON		1108 S STEWART ST	15,682	0	\$50
401104	CARRINGTON COMPANY INC	STATION GRILL & ROTISSERIE	1105 S CARSON ST	15,246	92	\$199
401207	CCPD PROPERTIES LLC		230 FAIRVIEW DR	18,295	0	\$59
401226	SCP 2006-C23-092 LLC		220 FAIRVIEW DR	63,162	272	\$645
401227	LOWE'S HIW, INC		430 FAIRVIEW DR	499,198	0	\$1,605
401229	JAMES J STEVENSON, A CORP		250 FAIRVIEW DR	63,031	0	\$203
401231	SOUTHERLAND, RUDI		222 FAIRVIEW DR	67,954	443	\$939
401232	CARSON OUTPARCEL LLC	OFFICE DEPOT	236 FAIRVIEW DR	35,719	0	\$115
405107	CARSON CITY PLAZA LLC	PLAZA MOTEL	801 S CARSON ST BLDG 1	75,359	186	\$545
405509	M&E, LLC		1055 S CARSON ST	27,443	0	\$88
405512	COPPER TREE LLC	COPPER POINTE	1001 S CARSON ST	45,302	261	\$570
405513	PIONEER MOTEL LLC	GATEWAY MOTEL	907 S CARSON ST	28,750	170	\$369
406101	VISION INVESTMENTS GROUP, INC		501 S CARSON ST	5,663	69	\$130
406102	CUBIX ORMSBY LLC	ORMSBY HOUSE (E. PARKING LOT)	515 S CARSON ST	17,424	104	\$225
406104	VISION INVESTMENTS GROUP, INC		E 5TH ST	5,663	0	\$18
406601	SLAUGHTER SUZY		603 S CARSON ST	5,663	66	\$126
406602	MAPLE TREE TOWNHOMES LLC		651 S CARSON ST	8,712	103	\$196
406604	MONEY PIT PARTNERSHIP		111 E 6TH ST	16,988	19	\$86
406701	DRUDGE FAMILY TRUST 5/18/17		701 S CARSON ST	8,276	70	\$140
406702	GAVIN FAMILY TRUST 10/19/16		177 E 7TH ST	3,485	0	\$11

Assessor Parcel Number*	Legal Owner	Business/Property Name	Physical Address	Parcel Area (Square Feet)	Frontage Length (Linear Feet)	Total Assessment Cost
406703	THE TIMBERS LLC		714 S PLAZA ST	2,614	0	\$8
406704	THE TIMBERS LLC		716 S PLAZA ST	4,008	0	\$13
406705	THE TIMBERS LLC		E 8TH ST	1,307	0	\$4
406706	711 BUILDING GROUP LLC		711 S CARSON ST	8,276	102	\$192
905110	CAMPAGNI PROPERTIES LP		2590 S CARSON ST	255,262	480	\$1,601
905118	FIRST INTERSTATE BANK OF NEVADA	WELLS FARGO BANK (S CARSON ST)	2424 S CARSON ST #110	79,584	203	\$586
905119	CAMPAGNI PROPERTIES LTD PARTNER		2443 S CURRY ST	43,037	0	\$138
905121	D&P REAL ESTATE GROUP LLC	MICHAEL'S CYCLE WORKS	2680 S CARSON ST	55,565	103	\$346
905207	MAC DONALD FAMILY 1998 TRUST	SAND AND WEST FEED STORE	2292 S CARSON ST	114,998	152	\$617
905209	RNE CAPITAL LLC	PRECISION AUTO	2250 S CARSON ST	127,631	163	\$675
905210	LT PILGRIM REV TR 8/4/15		2350 S CARSON ST	7,841	0	\$25
905211	COFFEE ROAD INVESTMENT LLC	COMMON GROUND	2310 S CARSON ST #1	9,148	0	\$29
905212	COMMON GROUND CARSON	SIERRA HEALTH	2310 S CARSON ST #4	7,405	0	\$24
905215	CHEN, HUAYOU & ZHANG, PING REV TR		2330 S CARSON ST	5,663	0	\$18
905217	LIBERTY EQUITIES LLC		2300 S CARSON ST	6,970	0	\$22
905219	CARSON QUAIL PARK MAINT ASSOC		2312 S CARSON ST	160,736	0	\$517
905220	SUNRISE LLC		2310 S CARSON ST #5	3,049	0	\$10
905221	BLUE HORIZONS LLC		2310 S CARSON ST #6	2,614	0	\$8
905222	SUMMIT INVESTMENT HOLDINGS LLC		2310 S CARSON ST #7	3,485	0	\$11
905223	2340 CARSON DIALYSIS LLC		2340 S CARSON ST	4,356	0	\$14
905224	2350 CARSON LLC		2350 S CARSON ST #3	3,572	0	\$11
905225	BECKER FAM TR & DANKERS J & G		2350 S CARSON ST #2A	4,356	0	\$14
905226	CARSON QUAIL PARK MAINT ASSOC		2298 S CARSON ST	32,496	472	\$872
905227	LIBERTY EQUITIES LLC		2320 S CARSON ST	7,884	0	\$25
905228	DOGGIE DAYS INVESTMENTS LLC		2405 CURRY ST	37,405	0	\$120
905229	SGCJ HALEN FAM TRUST 6/19/2002		2321 CURRY ST	41,639	0	\$134
911108	CUSTOM TRUCK ACCESSORIES INC	MINI LUBE GARAGE	3212 S CARSON ST	13,068	112	\$224
911126	SFP-B LIMITED PARTNERSHIP	LES SCHWAB TIRES (SOUTH)	3020 S CARSON ST	94,525	253	\$715
911128	CAPITOL CARWASH LLC	0	3390 S CARSON ST	66,647	311	\$720
911129	SARA M DONNAN TRUST 6/10/87		3300 S CARSON ST	54,014	215	\$523
911131	MORELAND MICHAEL M & DOROTHY J	AUTOZONE	3460 S CARSON ST	36,155	198	\$438
911134	EDWARD & SONG LLC	IN AND OUT CAR WASH	3130 S CARSON ST	68,825	197	\$542
911135	THEO PROPERTIES LLC	0	2910 S CARSON ST	146,362	364	\$1,062
911136	THEO PROPERTIES LLC		2800 S CARSON ST	187,308	412	\$1,272
911137	SLR BUILDING INC		3270 S CARSON ST	49,266	147	\$397
911140	MARTINDALE INVESTMENTS 2 LLC	CUSTOM TRUCK	3217 S CURRY ST	58,804	158	\$446
911139	CARSON CITY NISSAN RE, LLC		2750 S CARSON ST	173,369	296	\$1,039
911201	STIVER LLC	0	3479 S CARSON ST	34,848	129	\$322
911202	HALLE PROPERTIES LLC		3449 S CARSON ST	63,598	208	\$543
911206	TEIXEIRA FAM LIV TRUST 9/21/17		3301 S CARSON ST	39,204	47	\$202
911207	APARTMENTS 801 LLC	MILL HOUSE INN	3251 S CARSON ST	153,331	200	\$818
911208	TUMBLEWEEDS 4 KIDS INC	0	3201 S CARSON ST	96,703	130	\$522
911209	SMILEY GORDON L		3179 S CARSON ST	121,532	247	\$792
911210	APARTMENTS 801 LLC	HOUSE OF DRAKE	3129 S CARSON ST	30,056	100	\$259
911211	KASSELS ANDREW S	0	3101 S CARSON ST	20,909	70	\$181
911217	ARCATA HOSPITAL CORPORATION		3331 S CARSON ST	78,844	97	\$411
911222	INGRAM CLARK PROPERTIES LLC		3355 S CARSON ST	30,492	101	\$262
911223	MARRON FAMILY TRUST 5/9/2002		3349 S CARSON ST	114,127	73	\$486
911225	NORTHERN NEVADA COMSTOCK INV	NEW CONSTRUCTION	2811 S CARSON ST	42,689	146	\$375
911227	YEAGER FAMILY TRUST 8/26/96	0	187 SONOMA ST	44,562	0	\$143
911231	HITTENMILLER-DEAN TRUST		3389 S CARSON ST	29,621	100	\$258
911232	OTRE INVESTMENTS LLC &	AAA OF CALIFORNIA	2901 S CARSON ST	30,056	122	\$295
911233	CARSON DODGE-CHRYSLER, INC	0	2929 S CARSON ST	210,830	373	\$1,284

Assessor Parcel Number*	Legal Owner	Business/Property Name	Physical Address	Parcel Area (Square Feet)	Frontage Length (Linear Feet)	Total Assessment Cost
911245	AMC LAND & CATTLE LLC		3059 S CARSON ST	170,320	249	\$952
911246	SHIVJI HOSPITALITY LLC	SUPER 8 MOTEL	2829 S CARSON ST	46,086	146	\$386
911247	SANDHU, JAGROOP SINGH & ET AL	0	SONOMA ST	44,562	0	\$143
911301	BEST VALUE MOTEL LLC		2731 S CARSON ST	52,708	100	\$332
911302	CARSON CITY HOTEL GROUP LLC	MOTEL 6	2749 S CARSON ST	73,616	250	\$643
911303	MC MILLAN LAND COMPANY	NEVADA TRANSMISSION EXCHANGE	2777 S CARSON ST	21,780	98	\$229
911304	YEAGER FAMILY TRUST 8/26/96	0	172 SONOMA ST	43,560	0	\$140
912202	NAPOLEON-LOTT LAND LLC		3555 S CARSON ST	84,942	321	\$795
912204	NAPOLEON-LOTT LAND LLC		3659 S CARSON ST	93,218	314	\$810
912302	MGP IX PROPERTIES LLC		3665 S CARSON ST	28,750	154	\$343
912303	MGP IX PROPERTIES LLC	RALEY'S	3675 S CARSON ST	265,019	0	\$852
912310	KOHL'S ILLINOIS INC	KOHL'S	3871 S CARSON ST	229,561	28	\$783
912311	MGP IX PROPERTIES LLC	0	3667 S CARSON ST	37,462	196	\$439
912312	MGP IX PROPERTIES LLC		3815 S CARSON ST	25,265	146	\$319
912314	MGP IX PROPERTIES LLC		3849 S CARSON ST	27,007	220	\$445
912315	MGP IX PROPERTIES LLC		3883 S CARSON ST	25,265	195	\$398
912502	MC DONALD'S CORPORATION	MC DONALD'S (SOUTH)	3905 S CARSON ST	40,075	223	\$491
912508	ZB N A DBA NEVADA STATE BANK	NEVADA STATE BANK	4267 S CARSON ST	36,590	194	\$433
912510	EDEN MANAGERMENTS	0	3947 S CARSON ST	42,689	238	\$524
912514	J C PENNEY PROPERTIES, INC		3939 S CARSON ST	256,568	0	\$825
912518	CARSON CITY PROPERTY LLC	TUESDAY MORNING	3921 S CARSON ST	58,806	0	\$189
912519	CARSON CITY PROPERTY LLC	0	4201 S CARSON ST	86,684	0	\$279
912520	CARSON CITY PROPERTY LLC		EAGLE STATION LN	78,408	0	\$252
912522	CARSON SOUTHGATE LLC		4219 S CARSON ST	210,395	0	\$676
912523	CARSON SOUTHGATE LLC	0	4277 S CARSON ST	36,939	0	\$119
912524	CARSON SOUTHGATE LLC		4209 S CARSON ST	274,428	69	\$994
912525	OLIVE INVESTORS LLC	OLIVE GARDEN	4253 S CARSON ST	38,333	203	\$453
915207	CAMPAGNI PROPERTIES LTD	0	3550 S CARSON ST	87,120	274	\$726
915210	CAMPAGNI PROPERTIES LTD PARTNER		S CURRY ST / KOONTZ LN	40,075	0	\$129
915211	CAMPAGNI PROPERTIES LTD PARTNER		3660 S CARSON ST	110,642	292	\$831
915305	CARSON GAMING LLC		3910 S CARSON ST	44,867	149	\$387
915306	JJ SUMMERS LLC		4050 S CARSON ST	44,431	157	\$398
915307	WENDPAC NEVADA LLC	WENDY'S SOUTH	4140 S CARSON ST	40,511	152	\$377
915308	GOEL VENTURES LIMITED	AM-PM MINI MARKET SO CARSON ST	4190 S CARSON ST	48,352	185	\$456
915309	SUMMERS FAMILY LLC	0	288 W CLEARVIEW DR	45,302	0	\$146
915310	SUMMERS FAMILY LLC		S CURRY ST	45,302	0	\$146
915311	SUMMERS FAMILY LLC		S CURRY ST	45,302	0	\$146
915312	SUMMERS FAMILY LLC		S CURRY ST	45,302	0	\$146
915317	CARSON GAMING LLC		3800 S CARSON ST	324,958	657	\$2,113
915318	CARSON GAMING HOTELS LLC	0	3870 S CARSON ST	79,933	296	\$738
915319	THEO PROPERTIES LLC		3700 S CARSON ST	369,824	626	\$2,207
916106	AVITIA AVEL	0	4389 S CARSON ST	24,829	87	\$221
916115	RED HUT SHOPPING CENTERS LLC		4385 S CARSON ST	14,810	131	\$261
916117	DBB HOLDINGS INC		151 CLEARVIEW DR	40,511	0	\$130
916118	RED HUT SHOPPING CENTERS LLC		CLEARVIEW DR	3,441	33	\$65
916119	DBB HOLDINGS INC		CLEARVIEW DR	3,528	0	\$11
916120	DBB HOLDINGS INC		0	39,204	0	\$126
916310	JODA LIMITED PARTNERSHIP		4501 S CARSON ST	45,302	0	\$146
916311	JODA LIMITED PARTNERSHIP		0	19,602	0	\$63
916315	JODA LIMITED PARTNERSHIP		4455 S CARSON ST	158,123	302	\$999
916706	TANGLEWOOD NEVADA LLC		4555 S CARSON ST	25,700	195	\$400
916707	TANGLEWOOD NEVADA LLC		4600 SNYDER AVE	161,608	333	\$1,061

Assessor Parcel Number*	Legal Owner	Business/Property Name	Physical Address	Parcel Area (Square Feet)	Frontage Length (Linear Feet)	Total Assessment Cost
919111	DUFUR ESPERANZA GUARDIAN	0	0	34,848	0	\$112
919114	HARRIS HOMES INC		4729 S CARSON ST	171,191	338	\$1,100
919120	DUFUR ESPERANZA GUARDIAN		4769 S CARSON ST	7,405	796	\$1,318
926207	CLEARVIEW LLC		4326 S CARSON ST	31,363	0	\$101
926208	SIMEON PROPERTIES LLC		4348 S CARSON ST	190,793	339	\$1,165
926209	CLEARVIEW LLC	HERITAGE BANK	4222 S CARSON ST	35,327	262	\$540
926605	BWI PROPERTIES LLC	0	4530 S CARSON ST #1	21,083	0	\$68
926606	4500 SOUTH CARSON LLC		4500 S CARSON ST	7,841	0	\$25
926607	BWI PROPERTIES LLC		4560 S CARSON ST #1	5,706	0	\$18
926608	CARSON TAHOE QUAIL CENTER		0	112,515	598	\$1,334
926609	BWI PROPERTIES LLC		4620 S CARSON ST #1	6,621	0	\$21
926610	BWI PROPERTIES LLC		4640 S CARSON ST	34,761	0	\$112
926802	KR-CARSON & APPION LLC		211 W APPION WAY	17,860	66	\$165
928207	JAMO NURSERY INC		4751 COCHISE ST	52,717	166	\$439
928208	BURGENER-CLARK LLC		4849 COCHISE ST	22,658	135	\$292
928209	BURGENER-CLARK LLC		4881 COCHISE ST	30,821	240	\$490
928401	HARRAH'S LAKE TAHOE LLC VICI PROPERTIES		4900 S CARSON ST	25,265	401	\$733
*add 00 to left of #			Totals	11,782,549	23,288	\$75,746