

## GARDNERVILLE TOWN BOARD

## Meeting Agenda

Paul Lindsay, Chairman Ken Miller, Vice Chairman Lloyd Higuera, Board Member Mike Philips, Board Member Linda Slater, Board Member 1407 Highway 395 Gardnerville, Nevada 89410 775-782-7134 FAX: 775-782-7135 www.gardnerville-nv.gov

Tuesday, November 6, 2012

4:30 p.m.

Gardnerville Town Hall

### MISSION STATEMENT

"The Town of Gardnerville provides high quality services based on community needs in a cost effective and efficient manner. We will strive to protect the community's quality of life while proactively preparing for the future. We will be accessible and fully accountable to our community."

Copies of the finalized agenda are posted at the following locations prior to meeting day in accordance with NRS Chapter 241: Gardnerville Town Offices, Gardnerville Post Office, Carson Valley Chamber of Commerce and Visitors Authority and the Douglas County 8<sup>th</sup> Street Historic Courthouse. The agenda is also posted on the Internet at <a href="www.gardnerville-nv.gov">www.gardnerville-nv.gov</a>. All items shall include discussion and possible action to approve, modify, deny, or continue.

Notice to Persons with Disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the Gardnerville Town Offices in writing at 1407 Highway 395, Gardnerville NV 89410, or by calling (775) 782-7134 at least 24 hours in advance.

Notice regarding NRS 237: The Gardnerville Town Board has adopted a Standard Policy No. 7, which contains a motion regarding Business Impact Statements. When the Town Board approves its agenda, it also approves a motion which includes ratification of staff action taken pursuant to NRS 237-030 et seq. with respect to items on the agenda, and determines that each Rule which is on the agenda for which a BIS has been prepared does impose a direct and significant economic burden on a business or directly restricts the formation, operation or expansion of a business, and each Rule which is on the agenda for which a BIS has not been prepared does not impose a direct and significant economic impact on a business or directly restrict the formation, operation or expansion of a business.

**Notice:** Items on the agenda may be taken out of order; the Gardnerville Town Board may combine two or more agenda items for consideration; and the Gardnerville Town Board may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

4:30 P.M. Call to Order and Determination of a Quorum

PLEDGE OF ALLEGIANCE- Paul Lindsay

## FOR POSSIBLE ACTION: APPROVAL OF AGENDA, with public comment prior to Board action.

The Gardnerville Town Board reserves the right to take items in a different order to accomplish business in the most efficient manner.

### FOR POSSIBLE ACTION: APPROVAL OF PREVIOUS MINUTES:

October 2, 2012 Regular Board meeting, with public comment prior to Board action.

### PUBLIC INTEREST COMMENTS (No Action)

This portion of the meeting is open to the public to speak on any topic not on the agenda and must be limited to 3 minutes. The Gardnerville Town Board is prohibited by law from taking immediate action on issues raised by the public that are not listed on the agenda.

## **CONSENT CALENDAR FOR POSSIBLE ACTION**

Items appearing on the Consent Calendar are items that may be adopted with one motion after public comment. Consent items may be pulled at the request of Town Board members wishing to have an item or items discussed further. When items are pulled for discussion, they will be automatically placed at the beginning of the Administrative Agenda.

- 1. Correspondence
- 2. Health and Sanitation Department Monthly Report
- 3. Approve October 2012 claims
- 4. Approve Douglas County Resolution 2012R-084, a budget augmentation for the Town of Gardnerville 2011/2012 year purchase orders brought forward into the 2012/2013 fiscal year.

www.gardnerville-nv.gov November 6, 2012



## GARDNERVILLE TOWN BOARD MEETING AGENDA - CONT'D

- Approve the Parade of Lights Special Event/Street Closure Application for the evening of Saturday December 1, 2012, which will include the closing of Gilman Avenue from 395 to Chichester Drive for the staging of the parade and waive the 60-day noticing requirement and \$300 road closure fee.
- 6. Recommend approval of the Douglas County Outdoor Festival Event Application for Carson Valley Chamber of Commerce 17<sup>th</sup> Annual Parade of Lights on December 1, 2012.

### ADMINISTRATIVE AGENDA

(Any agenda items pulled from the Consent Calendar will be heard at this point)

- 7. For Possible Action: Discussion on a Land Division Application (LDA 12-018) for Greg Urrutia, New Beginnings Housing, LLC., a request for a tentative parcel map to subdivide 8.26 acres into 3 parcels, the smallest being 1.21 acres. The subject property is located at 1331 Stodick Parkway, within the MFR (multifamily residential, 9,000 square foot parcel size) and PD (planned development) Overlay Zoning District of the Minden-Gardnerville Community plan (APN:1220-03-202-001). The Town Board may approve, approve with conditions, or deny the request, with public comment prior to Board action. (approx 20 minutes)
- 8. Not For Possible Action: Discussion on the Main Street Program Manager's Monthly Report of activities for September 2012. (approx 10 minutes)
- 9. For Possible Action: Discussion on the agreement between NDOT and the Town of Gardnerville on the Highway 395 Sidewalk Improvement located between Waterloo Center and Kingslane, authorize the town up to \$50,000 in funding for the project as indicated in the 2011-2012 CIP, and authorize the Chairman to execute the NDOT agreement. The Town Board may approve, approve with conditions, or deny the request, with public comment prior to Board action. (approx 10 minutes)
- 10. <u>For Possible Action</u>: Discussion on annexation for Douglas County, 21.20 acres of public facilities property for the new community center located at 1326 Stodick Parkway (Herbig Park), APN: 1220-04-601-027 into the Town of Gardnerville service area. The Town Board may approve, approve with modifications, or deny the request, with public comment prior to Board action. (approx 10 minutes)
- 11. <u>For Possible Action</u>: Discussion on Overhead Street Banner Policy and Main Street Banner form; with public comment prior to Board action. (approx 10 minutes)
- 12. <u>Not For Possible Action</u>: Discussion on the Town Attorney's Monthly Report of activities for October 2012. (approx 10 minutes)
- 13. Not For Possible Action: Discussion on the Town Manager/Engineer's Monthly Report of activities for October 2012. (approx 20 minutes)

## Adjourn

Calendar:

Holiday Shopping Bazaar - November 11, 2012

Carson Valley Christmas Kickoff - November 28, 2012

Parade of Lights - December 1, 2012

Regular Town Board Meeting - December 4, 2012



## **GARDNERVILLE TOWN BOARD**

**Meeting Minutes** 

Paul Lindsay, Chairman Ken Miller, Vice Chairman Lloyd Higuera, Board Member Mike Philips, Board Member Linda Slater, Board Member 1407 Highway 395 Gardnerville, Nevada 89410 775-782-7134 FAX: 775-782-7135 www.gardnerville-nv.gov

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Tuesday, October 2, 2012	4:30 p.m.	Gardnerville Town Hall
Call to Order and Determination of a Que	orum –	
Mr. Philips called the meetin	g to order.	
The Pledge of Allegiance wa	s led by Lloyd Higuera.	

Mr. Philips advised they have a quorum. For the record Board members present at this time are Linda Slater, Mike Philips and Lloyd Higuera. Mr. Lindsay will be here shortly. We will turn the meeting over to him when he gets here.

### PRESENT:

Paul Lindsay, Chairman (joined the meeting at 5:28 p.m.)
Mike Philips
Linda Slater
Lloyd Higuera

Tyler Altom, Town Counsel Tom Dallaire, Town Manager/Engineer Carol Louthan, Office Manager Sr.

### ABSENT:

Ken Miller, Vice-Chairman

FOR POSSIBLE ACTION: APPROVAL OF AGENDA, with public comment prior to Board action.

The Gardnerville Town Board reserves the right to take items in a different order to accomplish business in the most efficient manner.

No public comment.

Motion Slater/Higuera to approve the agenda. Motion carried with Chairman Lindsay and Board Member Miller absent.

## FOR POSSIBLE ACTION: APPROVAL OF PREVIOUS MINUTES:

August 14, 2012 Special Board meeting, with public comment prior to Board action. (taken after item 6)

Mr. Philips needs to abstain from the vote. I was not here for that meeting.

Motion Slater/Higuera to approve the August 14, 2012 special board meeting minutes.

No public comment.

Motion carried with Board Member Miller absent and Board Member Philips abstaining.

September 4, 2012 Regular Board meeting, with public comment prior to Board action.

No public comment.

Motion Higuera/Slater to approve the minutes of September 4, 2012. Motion carried with Chairman Lindsay and Board Member Miller absent.

## PUBLIC INTEREST COMMENTS (No Action)

This portion of the meeting is open to the public to speak on any topic not on the agenda and must be limited to 3 minutes. The Gardnerville Town Board is prohibited by law from taking immediate action on issues raised by the public that are not listed on the agenda.

Mrs. Victoria Roberts passed out information to Board members. She requested they look at the two comments under the pictures. My complaint is in regards to Toler Way from the Gardnerville Elementary School to Stodick Park. Once we lost the lawsuit to Chichester the Town stopped maintaining the walk. It is an eye sore. The dog litter is indescribable. I'm surprised the health department hasn't contacted you. The trees, shrubs and grass are dying. It is covered with weeds. She requests that you put this out to bid to a local nursery service or small outfit that can easily take care of this, since you are either unwilling or unable to take care of this. I wish you would put this on next month's agenda so it is not the eyesore it has become.

No further public comment.

## CONSENT CALENDAR FOR POSSIBLE ACTION

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- 1. Correspondence Read and noted.
- 2. Health and Sanitation Department Monthly Report (Pulled for discussion)
- Approve September 2012 claims Approved.

No public comment.

Mrs. Slater would like item #2, the Health & Sanitation Department Monthly Report pulled for further discussion.

Motion Higuera/Slater to approve the consent calendar items 1 and 3. Motion carried with Chairman Lindsay and Board Member Miller absent.

### ADMINISTRATIVE AGENDA

(Any agenda items pulled from the Consent Calendar will be heard at this point)

## Health and Sanitation Department Monthly Report

Mrs. Slater commented on page 2-2 at Heritage Park. Vandals broke in and broke the lock at the restrooms. We just recently spent the money to install brand new cameras. Did the cameras pick up anything that we were able to turn over to the sheriff's office for action?

Mr. Dallaire answered no. We do not have the cameras in there yet. The local camera business is not very responsive. We put out the bid to a facility in Reno. We are working to get that done on the pavilion.

Mrs. Slater asked if that wasn't approved two months ago.

Mr. Dallaire shared Whipple Electric was supposed to get back to him. He is tired of waiting on them.

Mrs. Slater asked Mr. Dallaire to notify Whipple that they are no longer possibly in the running for this and let's get this done. If the cameras had been up, we would have been able to be take care of this. Question on 2-3 under Health & Sanitation report. The last item, swept Town of Genoa. Foothill Road is a state road. Why are we sweeping that? I'm sure there is a good explanation

Mr. Dallaire explained it was for the Candy Dance. We cleaned up the roads. NDOT does not sweep regularly. We helped Genoa out with sweeping it.

Mrs. Slater asked if they had ever done that in the past.

- Mr. Dallaire stated we did it last year.
- Mrs. Slater asked if they were being compensated.
- Mr. Dallaire believed they can.
- Mrs. Slater thought they should. We are spending employee's time and our material.
- Mr. Dallaire explained it took about two hours. The sweeper was not full so they swept Hussman.
- Mrs. Slater pointed out they are sweeping another town that is a state highway and we are not keeping up with the sweeping maintenance in our own town. We are not keeping up on the maintenance program.

No public comment.

Motion Higuera/Slater to approve Consent Item #2. Motion carried with Chairman Lindsay and Board Member Miller absent.

4. For Possible Action: Discussion regarding approval of Resolution 2012R-077 to prohibit left turns from Service Drive onto US 395; with public comment prior to Board action.

Mr. Dallaire reported this item came from the County. We have to add a no left turn sign on the Service Drive stop sign. It is a decorative pole and in order to touch it we have to update it to the 2009 MUTCD. In order to do that we need a 36 inch stop sign installed. We sent an email back east to the Federal Highway Administration for clarification on whether or not the street name signs have to be 12 inches tall. There is a minimum sign size of 8 inches. That has not been clarified yet if we can still use our decorative sign which is 8 ½ inches from the opening space on the black decorative trim around the street name signs. Wal Mart will be picking up the tab on that but there will be five others that need to follow once that one is in. We have Industrial Way north and south, Southgate, Charlotte and Virginia Ranch that will have to be upgraded. In order to fit we need a custom pole at 16 feet. Then you still have all the decorative signs and Town sign on top. That has to be 7 feet off the ground. We are trying to make sure the 8 inch will work. At the County level they are just looking for us to approve the resolution.

- Mrs. Slater believed this is a controversial issue.
- Mr. Dallaire advised Jeff Foltz asked us to approve it. This is the only item that has gone before the commissioners about Wal Mart. It has all been handled at staff level. This alignment was proposed in 2009. It was discussed at the meeting and it was Mark Smith who was satisfied with the way they came up with their center turn lanes to get into his parcel. But in order for the median requirement at the speed limit that is posted you have to have a single turn lane almost twice as long as the one in Carson. They didn't have a double lane for this and Service Drive is suffering for it. These improvements weren't supposed to be happening until a year after Wal Mart opened.
  - Mr. Higuera asked what will be the way to get there once Wal Mart is complete
  - Mr. Dallaire answered you can still get there through Southgate and around on Service.
- Mrs. Slater did not think the town should be involved in it. Can it be worded that we support the County Commissioners or word it such that it's not sounding like it is an absolute resolution from the town.
- Mr. Dallaire clarified this is a Douglas County Resolution. The item was revised in the agenda but it didn't get published that way. The sign is required now that the median is in. That's how we would approach it. We have to have it per MUTCD requirements. But also know the 30 inch stop signs that we have throughout town once it gets above 40 mph no longer applies. We have to go up to a 36 inch whether it's a single road or double lane. In the 2009 code we were supposed to be in compliance by 2012. In the middle of 2012 they pushed it off to whenever the entity changes or modifies the sign it has to go to the standard at that time. Brandon Industries is in the development phases for a 36 inch stop sign frame. They don't have one right now. We will put the stop sign in once we get it but I have to order them. He is waiting for an email back from the Federal Highway Administration.
  - Mr. Philips doesn't oppose a left turn out of Service but he opposes a no left turn into it.

- Mr. Higuera believed this is Douglas County Code. It really has nothing to do with Gardnerville. Why are we having to approve it?
- Mr. Dallaire explained that is what Jeff told him. The only time I have gone through this process was with the stop sign on Harvest, but it was something we added. Those two stop signs had to go to the County Commissioners to get approved.
  - Mr. Higuera asked what if we don't approve it.
  - Mr. Dallaire would just tell them we don't approve it. We wouldn't be doing anybody a service.
- Mrs. Slater would think if the town was supposed to approve it they would also be on the form for town approval. We didn't have any say in the design or any part of it.
  - Mr. Philips is not happy with no left turn into Service.
  - Mr. Higuera asked if there is anything the Board could do to get a double stacked lane?
  - Mr. Dallaire did not think so. I don't think there is enough room for a double stacking lane.

Public comment.

- Mrs. Roberts asked why they don't abstain on this. Or does the county mandate you to vote affirmatively.
- Mr. Altom advised in reviewing the resolution it states the town reviewed the item at their meeting. It doesn't indicate whether the town approved it or rejected it. Another item is an unincorporated town is an adjunct to the county. So that's another concept to keep in mind. It doesn't appear the town's action will affect what the county can or cannot do.

No further public comment.

- Mrs. Slater would suggest taking no action. It doesn't involve the town. We didn't have anything to do with the design.
- Mr. Altom suggested they could abstain from approving the whole resolution and take action to say that you will maintain the sign if the county passes their resolution.

Motion Slater/Higuera to not approve Resolution 2012R-077 on the grounds that it does not pertain directly to the town of Gardnerville. However we do support the maintenance of the sign that will be installed.

- Mr. Altom asked to include in the motion to maintain the sign
- Mrs. Slater/Higuera added to the motion to support the maintenance of the sign.
- Mrs. Roberts asked if they could add that this is in support of the local existing businesses. This is hurting them.
- Mr. Philips responded if they come back and ask us we can tell them.
- Mrs. Roberts added if it gets in the paper then they we will all know.
- Mrs. Slater thought they would know.

No further public comment.

Upon call for the vote, motion carried with Chairman Lindsay and Board Member Miller absent.

5. Not For Possible Action: Discussion on the Main Street Program Manager's Monthly Report of activities for September 2012.

Mr. Dallaire asked if they would continue this. Paula is at Leadership Douglas County training. Paul was going to give a brief report on her behalf. So we can continue or if there are any questions he can answer them. The report is in packets.

Mr. Philips will delay this item and go on to item 6.

### (Item 5 taken after item 6)

Chairman Lindsay missed the previous meeting. The one big thing from the economic restructuring committee was that they were looking at the revolving loan fund. We have out about \$30,000. One thing they talked about is when that money is gone possibly looking at the next stage of that which is an intermediary relending program (IRP). It is the same principles as the revolving loan fund. With that money they could be eligible for up to \$125,000. We could loan it out to the community. The difference is with the revolving loan fund if somebody defaults we are not liable. We don't have to repay that money. With the IRP program the difference is it is loaned to the Main Street program at one percent and they charge three or four percent. If somebody defaults they still have to pay the money back. After talking to some other entities that have done it and looking at our liabilities, we decided the risk was too great. We have \$56,000 in the RLF program and we have only given out 26 to 30,000. If we did give out all the 150,000 or 125,000 we were possibly going for in this IRP, and everybody defaulted, it could kill the program. So we decided the risk wasn't worth it was and we would just stay with the revolving loan fund. The cash mob is starting this weekend and the holiday shopping bazaar is coming up in November.

Mrs. Slater likes the sidewalk gallery.

Chairman Lindsay explained it is not the school anymore, but it benefits the school.

Mr. Higuera has been knocking on doors and there are extremely positive comments about Main Street Gardnerville. They love the flowers on Main Street and the wine walk. The community is aware of what Main Street is doing and supportive of it.

No public comment.

## 6. For Possible Action: Discussion on Overhead Street Banner Policy and Main Street Banner form; with public comment prior to Board action.

Mr. Dallaire wanted to add a few lines in this form. When we started looking at this we analyzed the policy. Currently policy states the banner is put up for not for profit organizations only. Since the banner poles have gone up we have been doing several events around the valley that are not associated with a not for profit organizations. Staff wanted to see if you are open to these revisions or if there are any more you would like to add, delete or change. He did get a call from Mrs. Slater and she wanted us to provide Board members with some other banner policies. These were emailed and also provided on the table tonight. This is a service the town provides to the community. We determined it would be too difficult to charge one organization over another.

Mr. Philips thought there should be a charge for everybody.

(Chairman Lindsay joined the meeting at 5:28 p.m.)

Mrs. Slater received several phone calls on this. The majority of the comments were by adding the for profit category that you open the door for any and all privately owned businesses to advertise free of charge. Less than two years ago it was decided by this Board that for profit did not properly fit the criteria. I question why this is being brought back. The original intent was to promote events that were pertinent to the Town of Gardnerville, not to promote free advertising. We have a cost that is associated with this. That comes at a price. That is not only to put it up but take it down as well. We're spending the public's money on this. I think we need to be better custodians. I do not think adding for profit is good. We need to keep it for the Town of Gardnerville events.

- Mr. Dallaire would like to clarify that banners like the Wildfire Survival would not be put up.
- Mrs. Slater responded if it is for profit I don't think it fits the criteria.
- Mr. Higuera asked how East Fork be categorized as a commercial venture. They are a service organization in the community and they are promoting Douglas High School Sober Graduation. That's positive for the community.

- Mr. Dallaire explained further the policy requires the entity provide a 501 letter. UNR Cooperative Extension with the Radon banner would not be able to be hung.
  - Mr. Higuera thought a questionable banner would be David Walley's concert. But Radon is a public concern.
- Mr. Altom was asked to look at the wording. He hasn't looked at the substantive issues on that. He would suggest getting more information.
  - Mr. Philips does not want to promote private enterprise.
  - Mr. Higuera added anything for the health and welfare of the community.
- Chairman Lindsay asked Board members for clarification the Tumblweeds gymnastic free family fun and fitness day.
  - Mr. Higuera thought it is a commercial business.
  - Chairman Lindsay pointed out it uses the word "health."
  - Mrs. Slater thought the Town Manager could make a discretionary decision.
  - Chairman Lindsay would disagree.
- Mr. Higuera would like it written in there when it comes down to deciding the Town Manager has the authority to make the call.
  - Chairman Lindsay is worried that would get into a sticky situation. You denied me and let the other application go.
  - Mr. Altom felt they could defer this.
- Mr. Dallaire is looking for input and direction on this. Right now they don't have on the application requiring a 501 letter. We would like to add that.
  - Mrs. Slater doesn't have a problem with having that on the application. Keep it localized.
- Chairman Lindsay pointed out we let some of these people go out and buy banners. We are upholding a policy we didn't realize we weren't holding up.
- Mr. Higuera mentioned in David Walley's case they were promoting Mumbo Gumbo. It's important to make these changes and get them into the policy. Then it is a change of policy. He would prefer to defer it and work on the verbiage.
  - Chairman Lindsay didn't think it sounded like they want the policy changed, but just to clarify it.
  - No further public comment.
- Mrs. Roberts commented Mr. Park emphasized it would be nonprofit use. It was brought up to people attending that meeting that people will always figure out a way to get the sign up. We were assured that would not happen. Years later you are still having discussion on this for good purpose.
  - Mrs. Slater stated that's why this Board, less than two years ago, approved it would be for nonprofit only.
- Chairman Lindsay asked if Tyler could help out with the wording like government agencies or however we specify to ensure folks like the fire department and UNR Extension could use the banner. We want those things that are of benefit to the community.
- Mr. Dallaire noted with the form changed to add if they are nonprofit and providing a letter there will be no question. We have also had some issues with getting the NDOT permit. If it was approved they need to provide a copy of that. Carol always has to track that down.

Mrs. Slater would prefer not to charge. If you open it up for profit you have to determine a price that could have a wide swing.

Chairman Lindsay thought what we are attempting to do here is open the door to let through what we want and not let everything else through and that is nearly impossible.

Mr. Dallaire will improve the form and have Tyler go over it.

Motion Higuera/Lindsay to table to modification to the overhead street banner policy and main street banner form so they can be worked on further by staff. Motion carried with Board Member Miller absent.

- 7. For Possible Action: Discussion and direction to staff on revising the following Town policies;
  - a. Heritage Park Use Policy
  - b. Heritage Park Reservations Policy
  - c. Street Closure/Special Events Policy; with public comment prior to Board action.

Mr. Dallaire noted this is the same concept. We have three different policies for an event at Heritage Park or the streets. We are trying to consolidate it into something simple to make it user friendly and for everybody. The reason this came forward is the Farmers Market wants to come in here. They wanted to do it last Saturday and we have the 60-day requirement on all three applications. I understand the 60-day policy on an event that will exceed 500 people. For somebody who is doing a smaller event like this market it is drags it out and they wouldn't be able to do this until December if we approved it today. We would like to try to simplify it to where the fees are appropriate for the use of the park and similar to what is being done elsewhere in town. The smaller events that are 500 people or less that don't require the festival permit we wouldn't have the 60-day requirement. We looked at a couple of other park policies and used some of their verbiage and fees. What Minden had was just one rate schedule and one form. In the future we will have to add the Hellwinkel barns to this. We could probably even add the town hall if we wanted to. This is just to discuss some of the changes and create one policy for the park reservation and one policy for the road closure.

Mrs. Slater read through this. After reading the current policy and the recommended new policy, I believe the current policy should remain in place because it is more detailed. It covers everything. If you want to change the form to include those items that you want I don't have any objection. But in going through this I found numerous places where the wording on the new revision is simply too simple. It needs to be more detailed. The current one covers those items that are necessary to make sure we maintain a good park policy. I can go over several of these pages where I found items lacked or you are coming down in fees.

Chairman Lindsay asked for an example.

Mrs. Slater's first example was page 7b5 just above item 2 remove "any event may" and insert "all events shall." 7b10, item 11 should have a sentence that says "subject to the Douglas County Code or Ordinance." That is on the noise. Page 7b12 you should insert this back into the policy for control purposes and mitigate the problem with noise for surrounding neighbors. 7b14, item 15 should be inserted back into the policy as a town protection without exception. On 7b17-1, your rental rate schedule, I don't quite understand why you would reduce it down. If you have the \$25 an hour for a maximum of four hours or \$300 for a full day, there are enough people that are utilizing the park and it's not an amount that would be questioned. It is not out of line for the facilities that are there. On page 7b18 at the bottom you have noted that if in an event requires restrooms at the park there would be an extra charge of \$50. But on 7b9 item 9 it shows a fee of \$100. There is a conflict there. When I read this I found nothing wrong with the current policy. My feeling is if you want to simplify the form to make the events fit into one you could do that much better than changing the current policy the way it reads. But I don't think we need to complicate it anymore. On the street closure 7c26 item 11 the word "may" was removed and inserted "shall." "May" is too give and take. "Shall" is a positive. 7c-28 the hourly rental rate should be the same as the others in the other schedule for 7b17. And I have a question about the \$25 hourly rate. Does that actually cover the cost of the employee that works?

Mr. Philips pointed out the employees are charged out \$25 an hour.

Mr. Dallaire explained on the larger events we would have whoever was watering the flowers that day would make sure things were taken care of. A lot of the events we don't have anyone. It's the larger events that usually have garbage cans. We have yet to charge \$1,000 for an event in the park. I suspect it is because of the high cost to use the park, whether it is a class 1 class 2 or class 3.

Mr. Altom asked if the main issue is the 60 days.

Chairman Lindsay noted that was the problem with the Civil War Re-enactors. It would be nice to be able to accommodate folks that have decided to come in. Most of the time this goes on the consent calendar. From that standpoint I have never seen one rejected. Why do we need the 60 days? Maybe everything else is just fine. Our fee structure is quite complicated, but the 60 days would be nice to get rid of.

Mr. Altom felt it would be easy to change the days. Tom also expressed some concern about the fee arrangement.

Chairman Lindsay asked if they should put something in there if they are never actually going to charge much. We have never charged that much. We always reduce the fee. Should it even be in there if we are always going to reduce the fee?

Mr. Altom shared these are some Board options they can change. You can change the days, the fee schedule.

Mr. Higuera asked what the risk is if you don't have any requirements? What is the purpose of the 60 days?

Chairman Lindsay stated it is to allow it to come to the Board.

Mrs. Slater suggested the Board could cut it down to 30 days.

Chairman Lindsay's opinion would be we could go to a minimum amount of days and give Tom the ability to approve the use.

Mrs. Slater stated if there is a question they could hold a special meeting.

Mr. Altom felt they could put some standards to guide Tom in accepting or rejecting applications. He would suggest a minimum time period. I would not suggest not having any time period at all. Have a minimum of ten days just to keep it organized and make sure everything is taken care of. You don't have to go up to 30 days as long as you give the authority to town staff.

Mrs. Slater noticed a lot of the approval dates were within 7 to 10 days for paperwork to be received back. The Board needs to know what is going on. It is important they know what the function is to make sure they approve of it. That is the process of the application to make sure it is in enough for Tom to review it in a more controlled environment than just on the spur of the moment.

Chairman Lindsay thought 10 to 14 days seems enough. It just doesn't need to be 60 days so that it can come to the Board. It is in the consent calendar every time and we have never said no.

Mrs. Slater suggested the hourly rate for a street closure be the same as an event within the park. I didn't see a clause that covers the non-responsibility for loss, stolen or damaged property. That is contained on 7c-33 under the Minden Town's policy. That would be a very good one to add that to the Town of Gardnerville's. I don't support changing the current policy for the new one. The one in place can be modified to make a few changes, a few additions and it is clearly understood and closes a lot of loopholes already. Yours is vague and too simplified. My suggestion would be if you want it all on one form, make sure the form has different sections that can be completed. That way you can incorporate all the desires on one form. May end up being a two or three page form but they would only be filling out the portion that would be applicable to them.

Chairman Lindsay asked about fee structure.

Mrs. Slater expressed if \$1000 is unrealistic then ratchet it down to something that is more realistic. Make that one of your modifications. But the other fee schedules that are included should remain as they are. Maybe the \$1,000 could be \$500 and then \$250.

Chairman Lindsay suggested Class 4 could be \$500 plus a percentage. That means it is for profit, which would include in this case, the farmers market.

No public comment.

Motion Higuera/Slater to continue this item of revising the Heritage Park Use Policy, Heritage Park Reservations Policy and Street Closure Special Events Policy and have staff work on these policies, including the suggestions from the Board this evening. Motion carried with Board Member Miller absent.

8. For Possible Action: Discussion and possible action to allow a street closure for a Farmers Market which will be held adjacent to Heritage Park along Ezell Street each Saturday from October 6, 2012 to November 8th, including waiving the Town's 60-day application requirement under the Town's Street Closure Policy. This is not a request for exclusive use of Heritage Park. The park will remain open to the public during this event. Public comment prior to Board action.

Mr. Dallaire reviewed this application that came in September 18<sup>th</sup>. Market 395 is the organization. It is not a corporation. They do have their insurance by Bodenstein agency. It is reedy to be issued as soon as we vote on it. Once again this is what spurred us looking at the policies. You would have Courthouse from Gilman to High School and we would close off Ezell. It would be every Saturday from now until November 10<sup>th</sup>.

Mr. Higuera felt it is a great community event and a good idea to show off the Heritage Park Gardens. Mrs. Slater thought it was a real benefit but I am no keen on closing the street.

Chairman Lindsay pointed out they can park on Gilman.

Mrs. Slater would like staff to notify Napa Auto Parts to let them know Ezell will be closed. This is a real benefit to the town.

Public comment.

Mrs. Mary Wenner commented it would be a good test to see what will happen and if they want to do it next year.

Mr. Altom felt in light of the last agenda item to reduce the time period for applications, the issue of waiving the 60 days is less of an issue.

Mr. Dallaire asked if we had the other policy in place, would they hold a special meeting. We would end up having to charge him \$500 plus 25 percent. We asked for 25 percent of the booth rentals.

No further public comment.

Motion Higuera/Philips to approve the application for farmers market to be held adjacent to Heritage Park along Ezell Street each Saturday from October 6, 2012 to November 8, 2012 and waive the 60 days application requirement under the town's current closure policy.

Mr. Altom would like the Board to add upon the condition of the receipt of a proper certificate of insurance.

Higuera/Philips added to the motion: on the condition of proper receipt of insurance coverage.

Motion carried with Board Member Miller absent.

Mrs. Slater asked staff to put a notice in the paper that Ezell will be closed.

- 9. For Possible Action: Discussion on providing a Town sponsored Fireworks display for two events;
  - a. The 2012 Christmas Kickoff, November 28<sup>th</sup>,
  - b. Fourth of July 2013 event, with public comment prior to Board action.

Mr. Dallaire received an email from Jim Park opposed to this item. The Board received copies. A few months ago we discussed doing fourth of July event and came up with a fireworks concept. We have talked with Lantis Fireworks. In the packet is a contract for one event. We didn't get a contract for the 4<sup>th</sup> of July yet. We wanted to see if the Christmas event would be viable. We do have funds available that we haven't actually recognized yet for park events that we have had. We have never included that in the income. There is over \$8,000 in that account. We can utilize those funds. We are looking for sponsorship and will be actively doing that to offset the cost of the fireworks. The first event would be about a six to eight minute show. The plan was to choreograph it to a Christmas song. We were thinking of this as a trial run for the 4<sup>th</sup> of July. Hopefully we can pitch it so we can get the larger show in July and get the sponsorships we need to get the \$20,000 for that show. This would be directing staff to proceed with the Christmas Kickoff fireworks display and then proceed in planning the fourth of July event in 2013 with the fireworks display and start working on getting sponsorships now. We went through a lot of scenarios and we will have to come up with a sponsorship flyer and rates for that. We didn't want to spend a lot of time on it if the Board didn't think we

should do this. We only have two months to get sponsorships for Christmas. We can put the projector down there and show sponsorship logos or do an announcement. We could prepare flyers with the sponsors' names for the Main Street Shopping Bazaar and have flyers spread throughout town. There are a lot of advertising opportunities we could provide. The July event would actually have the movie screen set up and be able to play sponsors on a slide show similar. That could be choreographed as well. They would be setting up at the end of Slaughterhouse Lane. I did meet with Steve Eisele, East Fork Fire District, and he is okay with the Christmas event. We would have to mow down the school district property in the wetland area. But he didn't seem to think it would be an issue in December. I talked with Holly Luna, from the school district, and if we are going to mow it down she didn't have a problem. They don't have the equipment to mow it down themselves. We would have to get permission from the Spence and Slaughterhouse property owners. We would close that off and rope the area off for safety.

Mrs. Slater would like to make sure we have security to keep people away.

Mr. Dallaire will have staff patrol it. The fire department would park a couple of vehicles there. We would have to have insurance and they have it in their form. He does require two million dollars in coverage as well. We haven't had an issue in the past with getting permission from the Spence property owner. I have not spoken with the owner of the Slaughterhouse property. So far the fire department is fine with it. They changed the process. We would have to do a festival permit for the fourth of July. We won't be able to make enough cobblers to support the Christmas Kickoff.

Mrs. Slater thought the fireworks for the Christmas Kickoff sounded fantastic. The one on the fourth of July, until they are a little more organized, maybe we don't' want to move forward on that one just yet. Christmas would be great, I like the concept for the Fourth, but it is a huge investment of the public's money, even if we got donations.

Mr. Dallaire will try to get sponsors in the next two months. Mr. Lee Bonner has been excited about it and is willing to help get sponsors. I will also meet with AJ with the Visitor's Authority to discuss this tomorrow.

Mr. Higuera thought it would be good for the fourth too. It would put the town on the map and give us a unique identity. There has never been a fireworks display on July 4<sup>th</sup> in the Carson Valley. To have the town associated with that is a great thing. A lot of people don't' like to go to Lake Tahoe because of the horrible congestion getting out of there. It would be a great family event for the community. I know there were concerns about the cost. If we can't get sponsors we really can't do it. I have talked to people in town and everybody gets very excited. I think we will get a lot of support. I would be willing to help get sponsorships.

Mr. Dallaire agreed it will be a big event. There are two locations and one of them is strictly school district and town property if for some reason we can't get the okay from the other property owners.

Mr. Higuera was at the meeting with Tom and Lantis really are pros. They take every precaution not to set the town on fire. He was impressed with them.

Mr. Dallaire is also working with Bruce Scott on our water rights and getting more water to the slough.

Mrs. Slater thought they would know as it gets closer if we are going to have a full fledged fourth of July event. If not, it can be put on hold until we can get it together.

No public comment.

Chairman Lindsay brought up the risk if they say yes tonight and we don't get any sponsors we are still up for the \$8,000.

Mr. Dallaire reminded everyone Steve Eisele could pull the plug at the last minute if there is an emergency. So there is a risk. He doesn't think that would be an issue at Christmas. There was an event in Genoa that would have had fireworks and the last day the fire department was called and the event had to be cancelled.

Mrs. Slater would not want to make a commitment to funds to have fireworks on 4<sup>th</sup> of July and not have anything else scheduled. We need to lay the foundation first as to what we anticipate as a fourth of July celebration.

Mr. Philips pointed out they could get comments as to how the Christmas event was received.

Chairman Lindsay felt they could wait until the New Year to see how this one goes. It would be nice to tie this with an event on Main Street

Mr. Higuera believed they should plan it sooner than later.

Mrs. Slater suggested a military band, have the ROTC present the flags. We have always served ice cream. I would keep that in there.

Motion Philips/Slater to approve staff to proceed with the planning of the fireworks event for Christmas and to execute the contract with Lantis Fireworks and Lasers and to table at this time until a future board meeting the fireworks display for the fourth of July. Motion carried with Board Member Miller absent.

10. For Possible Action: Board discussion and possible action to determine a maximum not to exceed bid for the purchase and acquisition of real property located at 1395 Highway 395, APN: 1320-33-402-075, within the Town of Gardnerville and Main Street District, currently known as the Eagle Gas Station; with public comment prior to Board action.

Mr. Dallaire contacted the people who are doing the auction. This property was identified in the parking district strategy. Jim Park also had public comment on this as well. This plan was not approved by the BOCC. It did come before the Board in 2007. The town has approved it. It was identified as being the start of a parking lot that was going to extend to the other side of this building next to us. NDEP still has not approved their fuel cells in the ground. Their testing has not been done according to the environmental study that was provided by the bank. I summarized their report in my report. They did have an issue in 2004 where a phase 2 study was performed. They had a small spill that they fixed. They also lined the tanks and had tested and provided testing to NDEP until 2007. I'm not sure how long they have been open.

Lucille Rao, Douglas County Community Development, thought they had been reopened since before February.

Mr. Dallaire reviewed they have not been in compliance with NDEP. There are several issues. They also had some water table monitoring wells installed in 2004 to see and test if the ground water has ever been contaminated from the leaky tank. None of those tests have been done. I did contact Brett Bottenberg from McGinley and Associates. He sent this email. (Mr. Dallaire read the email) The thought originally was we would be able to use those funds on this particular site. The tanks will need to be tightness tested to get back into the fund and the fees paid. They are proceeding with the sale tomorrow morning. There are two other buyers. The Brownsfield program we can get a letter from the bank giving us authority to use their environmental study. But at this point we should get those tanks tested.

Chairman Lindsay mentioned the minimum bid is \$100,000. It is \$150,000 to demolish the building. Then if we get back into the program and there is contamination it is \$50,000 out of pocket.

Mr. Dallaire talked with Impact Construction and he didn't think it would cost that much even if there was a contamination issue and they had to remove dirt. To demolish it and remove all the tanks is \$150,000. We would be responsible for \$50,000 of that through the petroleum fund. If there is contamination that is when the fund helps.

Mrs. Slater asked what the suggestion for a bid?

Mr. Dallaire responded up to \$200,000 would be maximum. We are still unclear as to if we needed to pay for the back taxes. Taxes are in addition to the \$100,000. \$175,000 was what I put in the report would be the maximum bid.

Chairman Lindsay thought it was a great idea to have it for a parking lot. My problem is I'm not willing to give that much money up because of the Helwinkel property. That's what I want to move forward with Hellwinkel. It would be great if we could get this. But if we got it my fear is we would have to let it sit there just like it is today and focus on other things anyway.

Mr. Dallaire didn't think we would see this opportunity again. I just wanted to make sure everyone was aware of it. It would be great to have a gateway to Main Street Gardnerville and clean that property up.

Mr. Philips likes the Sharkey's site better.

Mrs. Slater felt the only one who will utilize it is someone near the Mexican restaurant.

Mr. Higuera believed there was a hazard there too. That old house is full of asbestos.

- Mr. Dallaire could, as the government entity, we can ask for permission to get the Brownsfield started, but they have to get permission from the property owner.
  - Mr. Philips would like to clean it up but not spend that much.
- Mr. Dallaire introduced **T**ed Thran, Douglas County Clerk/Treasurer. He can explain the other option, the tax sale. The bank has insisted that the bank doesn't want it to go to a tax sale.
- Mr. Ted Thran, Douglas County Clerk/Treasurer explained if a property doesn't sell we can start the process and you can make application to the Board of County Commissioners saying the property would be good for public use. Should they approve it you would then tell the treasurer to notify the owner he has 90 days to pay the back taxes and after 90 days they would transfer the property.
  - Mrs. Slater asked who the owner is.
  - Mr. Thran thinks it is the bank.
  - Mrs. Slater would like to see it cleaned up but I think the expense is just out of sight.
  - Mr. Dallaire has been holding off on the larger than anticipated funds to do the trench.
  - Mr. Philips believed the trench is of bigger benefit than the parking lot.
- Mr. Dallaire mentioned there will have to be some improvements on the highway which they would have money to do. We will be working on solutions for that.

Candace Stowell, Douglas County Community Development, suggested versus closing the door completely, the Board should consider the option if nobody bids on the property to look at the tax sale as an option for two reasons. One, it is in the parking district strategy. Two, we have been working with Tom in going after CDBG funds. It has a lot of benefits to it for pursuing the funds. You would own the parcel. Sharkey's is never going to be a clean setup. This would be a very clean setup. The state is interested in Douglas County applying for CDBG funds for public facilities from the state. There are definitely some options out there. The tax sale may be an opportunity to get parking. It may be the best way to remediate and eliminate that property.

- Mrs. Slater asked if a completely new owner takes over, is there any requirement that you're aware to clean up the site.
  - Ms. Stowell answered the only opportunity would be if they were remodeling.

No further public comment.

Motion Slater/Philips not proceed with the purchase and acquisition of the real property located at 1320-33-402-075 within the Town of Gardnerville and Main Street District currently known as the Eagle Gas Station. Motion carried with Board Member Miller absent.

Mr. Dallaire will go tomorrow to the auction. If they can do a tax sale we may have another item and bring it back next month.

Chairman Lindsay asked if they could amend the previous motion to say if it doesn't sell that we'll push forward with the tax sale.

- Mr. Philips thought if they wanted to do something they could have a special meeting.
- Mr. Higuera suggested going to the auction and report back.
- 11. For Possible Action: Discussion on town Health and Sanitation staff position modifications;
  - a. Health and Sanitation Maintenance Specialist II and proceeding with staff leadership,
  - b. Hiring an additional full time Health and Sanitation Maintenance Tech I,
  - c. Promoting the current H & S Department Maintenance Tech I to Maintenance Tech II with 10% pay increase, with public comment prior to Board action.

Mr. Dallaire reported to the Board on Dan Grimes condition. October 30<sup>th</sup> is the end of FMLA. After that it is up to the Town. We did send an email to county staff and they have donated 230 hours.

Recess taken at 6:59 p.m.

Meeting reopened at 7:04 p.m.

Mr. Dallaire is asking to extend the time Mr. Grimes has coming. We can reduce the hours to 74 hours per week and it would extend his time out to December 5<sup>th</sup> or 6<sup>th</sup>. That would give him insurance for November and December. We don't have to go that far if the Board does not agree. Craig Tuthill has stepped up and is running the department. We have hired a temporary employee through Blue Ribbon. He is getting around and getting used to things. It is working out so far. Friday, Dan myself and Vicky from HR met. He was given other options at that time that had not come up before.

Chairman Lindsay felt they can vote on this and then Mr. Grimes will have some options.

Mr. Dallaire stated the Board won't need to vote on the other items yet. We gave Craig out of class pay until we can make a decision. We do have the Tech 1, Mike Turner, and he is the employee we hired the year before we froze wages. He has been our main mechanic since Craig has been off doing Dan's job. There is not enough time in the day to get everything done. Mike has stepped up and helped on the truck maintenance side.

No public comment.

Motion Slater/Higuera to recommend the allowance of reducing the hours for Dan Grimes from 80 to 74 hours per pay period and extend the insurance time frame out to at least December 6<sup>th</sup>. Motion carried with Board Member Miller absent.

## 12. Not For Possible Action: Discussion on the Town Attorney's Monthly Report of activities for September 2012

Mr. Altom has already discussed everything on the agenda. There is nothing other than those items to report.

No public comment.

## 13. Not For Possible Action: Discussion on the Town Manager/Engineer's Monthly Report of activities for September 2012.

Mr. Dallaire has a detailed report in packets. The SET workshop in Fernley gave a different perspective on how to come up with a strategic plan. Be prepared for some fun events in January. We will be trying to get some input from you on strategic plans for Gardnerville and getting things updated. He went over the solar workshop he attended. The county had a meeting last night on Priority Based Budgeting.

Mr. Thran noted the meeting last night was basically a repeat. No actual numbers were released.

Mr. Dallaire informed everyone Priority Based Budgeting goes back for final evaluation. We will be getting back into committees. Basically they are trying to get the programs indentified within the county and a number associated with it that gives priority as far as community benefit.

Downtown highway vision committee is October 11 at 9:30. It is a similar committee to the one that did the vision for South Lake Tahoe. They want to do that with the entire corridor. I was invited by Edgewood Properties to attend. Douglas County is throwing \$15,000 into this program. The cost is \$90,000 for the design workshop to prepare the document. We have offered \$3,000 to \$7,000 to participate in this vision for the downtown area. He did get Paula included in the vision so she and I will be going. Once we come up with a plan then they will start pitching it to a public workshop. One of the items for discussion is to see what the Muller bypass will be.

Mrs. Slater announced Don Bently passed away yesterday. You will be seeing changes.

Chairman Lindsay announced Chris Bently is now running the corporation.

Mrs. Slater asked to go back to the minutes of September 4, 2012, page 7 near the front, the last time we

discussed this we were talking about Henry Dreyer and the water flow out of the ponds. I checked with some people. The ponds on Gilman were not constructed by the Town of Gardnerville. When Chichester was developed there was a requirement to put in the ponds for development drainage and flood control. The ponds were later dedicated and deepened to provide fishing. The pond is naturally spring fed from the Chichester Ranch and supplemented by the Martin Slough. Mr. Dreyer should have a copy of an agreement to bring forward to the Board if there is one. There is a question as to whether there was an agreement. As long as the water was flowing one of the verbal agreements was the water would go downstream to Mr. Dreyer. And I think there is a similar agreement as it relates to Jake's Ponds. A verbal agreement was made regarding the Martin Slough that the Town of Gardnerville would keep the grates clean so the water would flow unobstructed down the Martin Slough. Mr. Dreyer has the alternative to use the town ditch, but maintenance must be done by Mr. Dreyer. That was the agreement. It has never been kept up. Water has not flowed to Mr. Dreyer's from the town ditch for at least the past 10 years. So there is an alternative way for him to get the water. There is also County road ditch. In thinking further in the future we could lease water on the yearly basis from the Alpine Land Reservoir Company. And that runs about \$25 an acre foot. We could just hold that in reserve for the Town. Renee Mack also has water she leases.

Mr. Dallaire thought that was what Henry was talking about releasing the water from Red Lake.

Mrs. Slater pointed out if they leased it we could fill the ponds and they would give us the allotted amount and the rest would flow to him. We might want to ask the water master to give us a presentation that would clarify it better for us.

Mr. Dallaire reviewed EXD Engineering applied for our water rights. We have 32 acre feet and growing. They had split it up into uses and one of the uses was dust control. They had 10 acre feet allotted for that. We don't even have that that much in our ponds. We had two years to show proof of beneficial use. We would have had to put in a pump station. I contacted Bruce Scott because we couldn't put all that in. We put in all the weirs and utilized those. We put in the water meters and we have had damage. People have cut the lock on the water meter and have destroyed it. We put the cage on the meter. But the weir is still damaged. We tacked it. They are shining a flashlight at the camera. We can't catch them,

Mrs. Slater asked if we need to re-evaluate the water rights.

Mr. Dallaire explained the report was due in September. He met with Bruce Scott. We have to show proof of beneficial use but the water master will not allow it for pond use. The Ranch at Gardnerville blocked off the ditch behind Chichester. In order to get the area wet we need to get water over there. They can run it into the company ditch and to the Martin Slough. But it takes a lot of water.

Mrs. Slater reiterated Mr. Dreyer has alternatives. He is just not utilizing them.

Mr. Dallaire agreed. He is responsible for the maintenance. We will be working with Bruce Scott and Charlie Condron is going to be the new water master. We do have one of the best water engineers working on this. They can't get the state to just send water down the ditch to fill the ponds.

Mrs. Slater asked if the wetlands would be the justification.

Mr. Dallaire believed it is, but the problem is we have to show beneficial use.

Mrs. Slater reviewed they had a water drive some years ago where we asked residents to donate their unused water rights. We need to utilize what we have.

Mr. Dallaire stated if we can show beneficial use in the wetland area contained within Chichester we can use it in the Martin Slough. But we will end up losing the water rights if we show use for 5 acre feet instead of 32. So we pulled the application that was submitted and started a different process along with Minden for the whole Martin Slough area.

Mrs. Slater would like to make sure the allocation is properly applied. There was good solid information on the subject of the ponds.

Mr. Dallaire stressed Mr. Dreyer has to maintain it and getting back behind Meadow Lane is difficult. But he doesn't want to.

We have the NLC Conference this week. There is some chocolate from the Candy Dance to put in the basket. I helped out this past weekend with the Candy Dance.

Gardnerville Town Board Meeting October 2, 2012 + 4:30 p.m. Page 15

Mrs. Slater asked about Mr. Jones' property.

Mr. Dallaire replied the property is substantially lower now. They have a ground water issue. We have worked with Douglas County staff and Pentacor to come up with an idea that, hopefully, will work.

Mr. Philips asked about Pinenut bypass.

Mr. Dallaire has not heard anything.

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Motion Philips/Slater to adjourn at 7:50 p.m.	Motion carried with Board Member Miller absent.
Respectfully submitted,	
Paul Lindsay Chairman	Tom Dallaire Town Manager

## **Gardnerville Town Board**

## AGENDA ACTION SHEET



1. Title: Correspondence 2. Recommended Motion: Receive and File □ Yes **Funds Available:** N/A 3. Department: Administration Prepared by: Tom Dallaire 4. Meeting Date: November 6, 2012 Time Requested: n/a 5. Agenda: Consent ☐ Administrative **Background Information:** This section provides copies of letters or other correspondence received, that Staff feels are noteworthy for the Board members to review. 6. Other Agency Review of Action: Not Required 7. Board Action: **\_Approved Approved with Modifications** 

**□**Continued

Denied











We wish to extend our grateful appreciation for your support of the 2012 Mutt Poker Walk. Your generosity raised funds for food, shelter & medical care for the Douglas County animals and helps them find their forever home!

## Douglas Animal Welfare Group (DAWG is a 501c(3) nonprofit organization)

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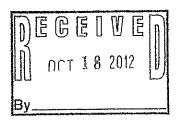
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Oct 17,2012

Thank you so much to the ladies who listered to my request regarding the weeds. My the ferce, on 395, Kingslane. Also, please let those who so quickly removed those fire pussible weeds, that their services are much appreciated Services are much marker Kiel





Carson Nugget 507 N. Carson Street Carson City, Nevada 89701



November 16, 2012 9:30 a.m.

Co-hosted by the Nevada Association of Counties and the Nevada League of Cities and Municipalities

## **Agenda**

- I. Call to Order
- II. Welcome & Introductions
- III. Presentation & Discussion on Local Government Revenue
  - Presentation by Jeremy Aguero, Principal Analyst Applied Analysis
- IV. Presentation & Discussion on Economic Development
  - Presentation by Dr. Robert Lang, Director Brookings Mountain West
- V. Lunch
- VI. Functional Home Rule Discussion
  - Discussion led by Jeff Fontaine, NACO & David Fraser, NLC&M
- VII. Wrap-Up & Recommendations
- VIII. Adjourn

## **Gardnerville Town Board**





1. Title: Health and Sani	tation Month	ly Report
2. Recommended Motion:	Accept as si	ubmitted
Funds Available:	Yes E	Z N/A
3. Department: Health an	d Sanitation	
Prepared by: Carol Lou	ıthan	Phone Number: 782-7134
4. Meeting Date: November	er 6, 2012	Time Requested: none
5. Agenda: Consent	Г	- Administrative
6. Background Information	on:	
Residential Accounts	1688	

Residential Accounts	1688
Commercial Accounts	217
Green Waste Accounts	1131
Cleanup Dumpsters	9
X-cans	635
# of new residential	12 accts transferred to new
accounts	owners and 3 new accts
# of new commercial	0
accounts	
Total tons of trash	330.79

7. Other Agency Review of Action:

8.	<b>Board Action:</b>	
	<b>□</b> Approved	<b>Approved with Modifications</b>
	Denied	☐ Continued

## Health & Sanitation Report – October 2012 Craig Tuthill

Delivered seven cans/ three greenwaste cans

Replaced and repaired eight cans - replaced six lids

Delivered seven bins

Dumped and removed nine bins

Had two trucks fitted with new tires

Swept town twice this month

Got Christmas decorations loaded on roof of park

Hung several banners

Reconditioned old bins

Took truck 608 to Reno for repairs

Taking 615 to Reno for warranty work

Purchased front tires for three trucks

PARKS DEPARTMENT: Shrubs and bushes have been pruned around Town.

Steve T. attended arbor classes in Reno.

Fall fertilizer- pre-emergent- core aerate

Park water shutdown- we will work with Gardnerville Town Water to shut our accounts and avoid the monthly charge at each location.

We have measured Heritage Park roof for additional Christmas display areas, and will Bobcat/ Brushcat an area for the Christmas fireworks display north of Slaughterhouse Road.

The light for the Heritage Park flagpole is fixed and working well.

<u>PUBLIC WORKS</u>: We loaned traffic delineator cones to the Town of Genoa for Candy Dance parking and made a pass up and down Main Street with the street sweeper.

Main street hanging plants were taken down 10-1-12 and brought to the hoop house.

Clean-up at Town Hall

Crack seal at Sunset Park is complete; we are now working in the Gardner Park area.

Our cancer awareness light at the Town Maintenance Facility has needed some light maintenance and replacement/repair.

Town street network light survey is ongoing to determine lights that need repair by NV Energy.

I have started checking and replacing GFCI as needed on the decorative light posts to prepare for our Christmas lights to be installed by mid-November.

A vehicle accident on Marion Russell involving a house left diesel on the sidewalk and gutter. The oil absorbent used was swept up and the closest drop inlet was cleaned to help prevent contamination to the Martin Slough water.

The lights have been changed at Hass Center and 2guys

## **Gardnerville Town Board**





1. Title: Approve October 2012 claims 2. Recommended Motion: Approve claims as submitted N/A 3. Department: Administration Prepared by: Carol Louthan Time Requested: none 4. Meeting Date: November 6, 2012 ☐ Administrative 5. Agenda: **▽** Consent 6. Background Information: This report is generated through claims submitted to the Douglas County Comptroller by the Town. If backup material is necessary for your review it can be found on file at the Town office. 7. Other Agency Review of Action: N/A 8. Board Action: **Approved with Modifications** \_Approved □ Denied □ Continued

# Accounts Payable by G/L Distribution Report G/L Date Range 10/01/12 - 10/31/12

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Vendor	Invoice No.	Invoice Description	Status Held Reason	Invoice Date	Due Date	G/L Date Received	Received Date Payment Date	Invoice Amount
Fund <b>610 - Gardnerville Town</b> Department <b>921 - Gardnerville Admin</b> Account <b>510.150 - Board Compensation</b>	in 1 Compensation							
4288 - Higuera Lloyd W	10/12 BOARD	G'VILLE	Paid by Check # 597327	09/26/2012	10/05/2012	10/05/2012	10/05/2012	440.00
17403 - Lindsay Paul A	10/12 BOARD	G'VILLE	Paid by Check	09/26/2012	10/05/2012	10/05/2012	10/05/2012	250.00
28960 - Miller Kenneth	10/12 BOARD	G'VILLE	# 557552 Paid by Check	09/26/2012	10/05/2012	10/05/2012	10/05/2012	237.50
18629 - Philips Michael	10-12 BOARD	G'VILLE	# 397.300 Paid by Check	09/26/2012	10/05/2012	10/05/2012	10/05/2012	220.00
2969 - Slater Linda	10-12 BOARD	G'VILLE	# 597.395 Paid by Check # 507.35	09/26/2012	10/05/2012	10/05/2012	10/05/2012	220.00
			# 527725 Account 510.150 - Board Compensation Totals	Board Compens	sation Totals	Invoice Transactions	actions 5	\$1,367.50
Account <b>511.201 - PEBS-Ret.Medical</b> 20219 - NV ST Public Employees 10-12 PREMIUM	-Ret.Medical 10-12 PREMIUMS	731	Paid by Check # 598216	10/19/2012	10/25/2012	10/25/2012	10/25/2012	19.05
				Account 511.201 - PEBS-Ret.Medical Totals	edical Totals	Invoice Transactions	actions 1	\$19.05
Account <b>520.060 - Postage/Po Box Rent</b> 25294 - FP Mailing Solutions RI101244080	ge/Po Box Rent RI101244080	600003046	Paid by Check	10/04/2012	10/25/2012	10/25/2012	10/25/2012	44.92
			# 330113 Account <b>520.060 - Postage/Po Box Rent</b> Totals	Postage/Po Bo	Rent Totals	Invoice Transactions	actions 1	\$44,92
Account <b>520.064 - Travel</b> 2969 - Slater Linda	10-4/10-6-12	TRAVEL/MEALS	Paid by Check	10/12/2012	10/19/2012	10/19/2012	10/19/2012	452.27
21673 - Dallaire Tom	10/3-6/12	TRAVEL	# 598000 Paid by Check	10/06/2012	10/25/2012	10/25/2012	10/25/2012	356,44
				Account 520.064 - Travel Totals	fravel Totals	Invoice Transactions	actions 2	\$808.71
Account <b>520.089 - Power</b> 2924 - NV Energy	r 791804 9-12	791804	Paid by Check # 597658	09/26/2012	10/12/2012	10/12/2012	10/12/2012	209.11
				Account 520.089 - Power Totals	ower Totals	Invoice Transactions	actions 1	\$209.11
Account <b>520.093 - Utilities-Sewer</b> 2030 - Minden-Gardnerville Sanitation 12-100	es-Sewer 12-100291	9670	Paid by Check	10/01/2012	10/12/2012	10/12/2012	10/12/2012	67.71
2030 - Minden-Gardnerville Sanitation	12-100582	0594	# 597030 Paid by Check # 507636	10/01/2012	10/12/2012	10/12/2012	10/12/2012	21.16
				Account <b>520,093 - Utilities-Sewer</b> Totals	ewer Totals	Invoice Transactions	actions 2	\$88.87
Account <b>520.136 - Rents &amp; Leases Equipment</b> 3519 - Xerox Corporation 064174625 71	ន Leases Equipm 064174625	ıent 716307012	Paid by Check	10/01/2012	10/19/2012	10/19/2012	10/19/2012	226.90
			# 598049 Account <b>520.136 - Rents &amp; Leases Equipment Tota</b> ls	։ & Leases Equip	ment Totals	Invoice Transactions	actions 1	\$226,90

# Accounts Payable by G/L Distribution Report 6/L Date Range 10/01/12 - 10/31/12

	Invoice No.	Invoice Description	Status		700 700	2 2	Light Civilian Light Control	1
rond ofto a gardnervitle town				l	1			
Department 921 - Gardnerville Admin								
Account 520,170 - Memberships	rships							
6945 - American Society Of Civil	1042085866	308860	Paid by Check	09/14/2012	10/05/2012	10/05/2012	10/05/2012	247.00
12997 - Do Co Procurement Program	9-12 NTCHOLSON	G'VILLE	Paid by Check	09/27/2012	10/19/2012	10/19/2012	10/19/2012	100.00
2313 - Nevada League Of Cities & Muni	DUES1213-18	G'VILLE	Paid by Check # 598204	10/09/2012	10/25/2012	10/25/2012	10/25/2012	1,294.56
Account 520.187 - Internet Expense	et Expense		Acc	Account <b>520.170 - Memberships</b> Totals	e <b>rships</b> Totals	Invoi	Invoice Transactions 3	\$1,641.56
15887 - Charter Communications	0012509 10/12	0012509 10/12 8354110060012509	Paid by Check # 597819	10/02/2012	10/02/2012 10/19/2012	10/19/2012	10/19/2012	35,99
			Accoun	Account 520,187 - Internet Expense Totals	xpense Totals	Invoi	Invoice Transactions 1	\$35.99
Account 520,200 - Training & Education	g & Education							
12997 - Do Co Procurement Program	9-12 DALLAIRE	GVILLE	Paid by Check # 597832	09/27/2012	10/19/2012	10/19/2012	10/19/2012	47.00
			Account 52	Account 520,200 - Training & Education Totals	ucation Totals	Invoir	Invoice Transactions 1	\$47.00
Account 521.130 - Legal Services	ervices							
10816 - Rowe, Hales & Yturbide LLP	21589	G'VILLE	Paid by Check # 597411	09/20/2012	10/05/2012	10/05/2012	10/05/2012	1,315.00
Account <b>533.800 - Office Supplies</b>	Supplies		Acc	Account <b>521.130 - Legal Services</b> Totals	ervices Totals	Invoir	Invoice Transactions 1	\$1,315.00
12997 - Do Co Procurement Program	9-12 LOUTHAN	GVILLE	Paid by Check # 597832	09/27/2012	10/19/2012	10/19/2012	10/19/2012	67.71
12997 - Do Co Procurement Program	9-12 NICHOLSON	G'VILLE	Paid by Check # 597832	09/27/2012	10/19/2012	10/19/2012	10/19/2012	66.64
Account <b>533,806 - Software</b>	õ		Acco	Account <b>533.800 - Office Supplies</b> Totals	u <b>pplies</b> Totals	Invoic	Invoice Transactions 2	\$134.35
2542 - JCG Technologies Inc	3081	G'VILLE	Paid by Check # 598165	09/01/2012	10/25/2012	10/25/2012	10/25/2012	197.50
			Departm	Account <b>533.806</b> - <b>Software</b> Totals Department <b>921</b> - <b>Gardnerville Admin</b> Totals	oftware Totals Admin Totals	Invoid	Invoice Transactions 1 Invoice Transactions 22	\$197.50
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# Accounts Payable by G/L Distribution Report G/L Date Range 10/01/12 - 10/31/12

Vendor	Invoice No.	Invoice Description	Status Hel	Heid Reason Invoice Date	Due Date	G/L Date R	Received Date Payment Date	Invoice Amount
Fund 610 - Gardnerville Town Department 923 - Parks & Recreation Account 520.084 - Replacement & Repair	n cement & Repair							
11625 - Accurate Mobile Locksmith Inc	G'VILLE 9/25/12	G'VILLE	Paid by Check	09/25/2012	10/05/2012	10/05/2012	10/05/2012	111.47
26749 - ProPet Distributors Inc	90226 90226	G'VILLE	# 597398 # 597398	09/21/2012	10/05/2012	10/05/2012	10/05/2012	236.90
26749 - ProPet Distributors Inc	90229	G'VILLE	Paid by Check # 597398	09/21/2012	10/05/2012	10/05/2012	10/05/2012	236.90
3457 - Western Nevada Supply Company	45336704	71273	Paid by Check # 597467	09/18/2012	10/05/2012	10/05/2012	10/05/2012	158.52
3457 - Western Nevada Supply Company	45340042	71273	Paid by Check # 597467	09/21/2012	10/05/2012	10/05/2012	10/05/2012	39.32
13485 - Ahern Rentals Inc	10747632-001	205304	Paid by Check # 598056	05/03/2012	10/25/2012	10/25/2012	10/25/2012	1.87
13485 - Ahern Rentals Inc	11371502-001	205304	Paid by Check	10/10/2012	10/25/2012	10/25/2012	10/25/2012	63.95
13485 - Ahern Rentals Inc	11371519-001	205304	Paid by Check	10/10/2012	10/25/2012	10/25/2012	10/25/2012	51.95
4003 - Ben Meadows Company Inc	1019071906	7699723-1	# 598070 # 598070	09/14/2012	10/25/2012	10/25/2012	10/25/2012	199.99
8037 - Crop Production Services	213776	114510650	Paid by Check # 598104	10/08/2012	10/25/2012	10/25/2012	10/25/2012	960.00
24693 - NC Auto Parts	31062994	79090	Paid by Check	09/24/2012	10/25/2012	10/25/2012	10/25/2012	24.18
2510 - Parts House	464918	4170	# 59822 # 59823	09/04/2012	10/25/2012	10/25/2012	10/25/2012	38.80
3457 - Western Nevada Supply Company	45341142	71273	Paid by Check # 598297	09/24/2012	10/25/2012	10/25/2012	10/25/2012	189.27
				Account 520,084 - Replacement & Repair Totals	Repair Totals	Invoice	Invoice Transactions 13	\$2,313.12
Account <b>520.089 - Power</b> 2924 - NV Energy	r 791804 9-12	791804	Paid by Check	09/26/2012	10/12/2012	10/12/2012	10/12/2012	316.70
2 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Ç			Account <b>520.089 - Power</b> Totals	Power Totals	Invoice	Invoice Transactions 1	\$316.70
Account 520.093 - Utilities-Sewer 2030 - Minden-Gardnerville Sanitation 12-100	es-sewer 12-100764	0778	Paid by Check	10/01/2012	10/12/2012	10/12/2012	10/12/2012	91,92
	ï			Account <b>520.093 - Utilities-Sewer</b> Totals	Sewer Totals	Invoice	Invoice Transactions 1	\$91.92
Account 552.003 - 645 & 01	CFS0542794	8308	Paid by Check	09/15/2012	10/05/2012	10/05/2012	10/05/2012	70.94
3814 - Flyers Energy LLC	CFS0549539	8308	Paid by Check	09/30/2012	10/19/2012	10/19/2012	10/19/2012	75.05
			10000 t	Account 532,003 - Gas & Oil Totals	s & Oil Totals	Invaice	Invoice Transactions 2	\$145,99

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\$1,652.39 \$4,520.12

Invoice Transactions 1
Invoice Transactions 18

1,652.39

10/19/2012

09/27/2012 10/19/2012 10/19/2012

Account **533.817** - **Small Projects** Totals Department **923** - **Parks & Recreation** Totals

Paid by Check # 597832

9-12 DALLAIRE G'VILLE

Account 533.817 - Small Projects

12997 - Do Co Procurement Program

Department 923 - Parks & Recreation

Vendor Fund 610 - Gardnerville Town

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Accounts Payable by G/L Distribution Report

G/L Date Range 10/01/12 - 10/31/12

Received Date Payment Date Invoice Amount

G/L Date

Held Reason Invoice Date Due Date

Status

Invoice Description

Invoice No.

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# Accounts Payable by G/L Distribution Report G/L Date Range 10/01/12 - 10/31/12

Vendor	Invoice No.	Invoice Description	Status	Held Reason Invoic	Invoice Date Due Date		G/L Date Rec	Received Date Payment Date	Invoice Amount
Fund 610 - Gardnerville Town Department 926 - Other Public Works	C								
Account <b>520.08</b> % - Replacement & Repair 11985 - Ace Hardware 076999/1	inent & หepair 076999/1	1236	Paid by Check	09/05/2012		10/12/2012	10/12/2012	10/12/2012	23.85
11985 - Ace Hardware	077119/1	1236	Paid by Check	09/10/2012		10/12/2012	10/12/2012	10/12/2012	1.79
11985 - Ace Hardware	077142/1	1236	Paid by Check	09/11/2012		10/12/2012	10/12/2012	10/12/2012	12.99
8043 - Mark Smith Tire Center Inc	71700006435	A17-14675	# 597490 Paid by Check # 507631	09/17/2012		10/12/2012	10/12/2012	10/12/2012	116.23
13485 - Ahern Rentals Inc	11290209-001	205304	# 397031 Paid by Check # 508055	09/21/2012		10/25/2012 1	10/25/2012	10/25/2012	15.00
2510 - Parts House	466050	4170	# Jacobs Paid by Check # 598223	09/11/2012		10/25/2012	10/25/2012	10/25/2012	16.62
			# Account 5	Account 520,084 - Replacement & Repair Totals	ent & Repair	Totals	Invoice T	Invoice Transactions 6	\$186.48
Account <b>520.095 - Street Lights</b> 2924 - NV Energy 7918	ights 791804 9-12	791804	Paid by Check	09/26/2012		10/12/2012	10/12/2012	10/12/2012	5,751.86
			000/60 #	Account 520.095 - Street Lights Totals	Street Lights	Totals	Invoice T	Invoice Transactions 1	\$5,751.86
Account <b>520.103 - Maint Road</b> 11985 - Ace Hardware	oad 076999/1	1236	Paid by Check	09/05/2012		10/12/2012	10/12/2012	10/12/2012	18.99
13485 - Ahern Rentals Inc	11277494-001	205304	# 597490 Paid by Check	09/28/2012		10/25/2012	10/25/2012	10/25/2012	1,020.32
			950865 #	Account 520.103 - Maint Road Totals	. Maint Road	Totals	Invoice T	Invoice Transactions 2	\$1,039.31
Account <b>520.155 - Licensing</b> 23632 - Clark Ryan	ig CDL 10/12	REIMBURSE	Paid by Check	10/09/	10/09/2012 10/2	10/25/2012	10/25/2012	10/25/2012	28.50
			£ 250050 #	Account 520.155 - Licensing Totals	5 - Licensing	Totals	Invoice T	Invoice Transactions 1	\$28.50
Account <b>532.003 - Gas &amp; Oil</b> 3814 - Flyers Energy LLC	iil CFS0542794	8308	Paid by Check	09/15/2012		10/05/2012	10/05/2012	10/05/2012	425.35
3814 - Flyers Energy LLC	CFS0549539	8308	Paid by Check	09/30/2012		10/19/2012	10/19/2012	10/19/2012	322.24
			<b>1</b> 0000 +	Account 532.003 - Gas & Oil Totals	3 - Gas & Oil	Totals	Invoice T	Invoice Transactions 2	\$747.59

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# Accounts Payable by G/L Distribution Report 6/L Date Range 10/01/12 - 10/31/12

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Vendor	Invoice No.	Invoice Description	Status	Held Reason Invoice Date Due Date	nvoice Date	Due Date	G/L Date	Received Date Payment Date Invoice Amount	Invoice Amount
Fund <b>610 - Gardnerville Town</b> Department <b>926 - Other Public Works</b> Account <b>532.028 - Uniforms</b>	SE								
5785 - Alsco Inc	LREN738537	000330	Paid by Check # 597230	Õ	09/04/2012	10/05/2012	10/05/2012	10/05/2012	27.86
5785 - Alsco Inc	LREN740516	000330	Paid by Check # 597230	Ö	09/11/2012	10/05/2012	10/05/2012	10/05/2012	3.86
5785 - Alsco Inc	LREN742384	000330	Paid by Check # 597230	ŏ	09/18/2012	10/05/2012	10/05/2012	10/05/2012	3.86
5785 - Alsco Inc	LR <b>EN74</b> 4284	000330	Paid by Check # 597230	ö	09/25/2012	10/05/2012	10/05/2012	10/05/2012	52.86
1749 - Interstate Safety & Supply Inc	1146943	101055	Paid by Check # 597611	ö	09/26/2012	10/12/2012	10/12/2012	10/12/2012	69.16
12997 - Do Co Procurement Program	9-12 NICHOLSON	G'VILLE	Paid by Check # 597832	0	09/27/2012	10/19/2012	10/19/2012	10/19/2012	22.50
				Account 532	Account 532.028 - Uniforms Totals	orms Totals	Invoi	Invoice Transactions 6	\$180.10
Account 532,116 - Crack Seal Maintenance	seal Maintenance								
13485 - Ahern Rentals Inc	11381808-001	205304	Paid by Check # 598056	ï	10/16/2012	10/25/2012	10/25/2012	10/25/2012	56.10
	,		Account 532	Account <b>532.116 - Crack Seal Maintenance</b> Totals	eal Mainten	ance Totals	Invoi	Invoice Transactions 1	\$56.10
Account S62.000 - Capital Projects 7406 - Nevada Blue Ltd Inc	Projects 0000476614	GARD1000	Paid by Check	Ή	10/05/2012	10/25/2012	10/25/2012	10/25/2012	94.81
2926 - NV Energy	21495	G'VILLE 3000223835	# 598203 Paid by Check # 598209	90		10/25/2012	10/25/2012	10/25/2012	13.00
			Acα Depart	Account <b>562.000 - Capital Projects</b> Totals Department <b>926 - Other Public Works To</b> tals Fund <b>610 - Gardnerville Town</b> Totals	Capital Pro ner Public W ardnerville 1	jects Totals /orks Totals Fown Totals	Invol	Invoice Transactions 2 Invoice Transactions 21 Invoice Transactions 61	\$107.81 \$8,097.75 \$18,754.33

# Accounts Payable by G/L Distribution Report 6/L Distribution Report 6/L Date Range 10/01/12 - 10/31/12

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Vendor	Invoice No.	Invoice Description	Status Held Reason	on Invoice Date Due Date	Due Date	G/L Date Rec	Received Date Payment Date	Invoice Amount
Fund 611 - Gardnerville Health & San Department 925 - Health & Sanitation Account 510.150 - Board Compensation	n Compensation							
17403 - Líndsay Paul A	10/12 BOARD	G'VILLE	Paid by Check	09/26/2012	10/05/2012	10/05/2012	10/05/2012	250.00
28960 - Miller Kenneth	10/12 BOARD	G'VILLE	Paid by Check # 507360	09/26/2012	10/05/2012	10/05/2012	10/05/2012	237.50
18629 - Philips Michael	10-12 BOARD	G'VILLE	# 557500 Paid by Check # 597395	09/26/2012	10/05/2012	10/05/2012	10/05/2012	220.00
2969 - Slater Linda	10-12 BOARD	G'VILLE	# 557555 Paid by Check # 597425	09/26/2012	10/05/2012	10/05/2012	10/05/2012	220.00
			Account <b>510,150</b>	- Board Compensation Totals	sation Totals	Invoice Ti	Invoice Transactions 4	\$927.50
Account <b>516.120 - Contract Salaries</b> 21697 - Blue Ribbon Personnel Services 12738	ct Salaries 12738	653202	Paid by Check	09/28/2012	10/12/2012	10/12/2012	10/12/2012	1,212.75
21697 - Blue Ribbon Personnel Services	12842	653202	# 597510 Paid by Check # 507708	10/05/2012	10/19/2012	10/19/2012	10/19/2012	705.60
21697 - Blue Ribbon Personnel Services	12951	653202	# 557750 Paid by Check # 598075	10/12/2012	10/25/2012	10/25/2012	10/25/2012	630.63
				Account 516.120 - Contract Salaries Totals	laries Totals	Invoice Ti	Invoice Transactions 3	\$2,548.98
Account <b>520.060 - Postage/Po Box Rent</b> 25294 - FP Mailing Solutions	ie/Po Box Rent RI101244080	600003046	Paid by Check # 598119	10/04/2012	10/25/2012	10/25/2012	10/25/2012	44.93
			Account 520.060 - Postage/Po Box Rent Totals	- Postage/Po Bo	Rent Totals	Invoice Ti	Invoice Transactions 1	\$44.93
Account <b>520.084 - Replacement</b> & Repair 7100 - Amrep Inc	ement & Repair 227890	GAR050	Paid by Check	09/17/2012	10/05/2012	10/05/2012	10/05/2012	1,494.36
27645 - Holtz Industries Inc	369562	89410	# 597233 Paid by Check # 507370	09/20/2012	10/05/2012	10/05/2012	10/05/2012	262.65
11985 - Ace Hardware	077040/1	1236	# 597555 Paid by Check # 597496	09/06/2012	10/12/2012	10/12/2012	10/12/2012	8.12
11985 - Ace Hardware	077194/1	1236	# 557,150 Paid by Check # 507406	09/13/2012	10/12/2012	10/12/2012	10/12/2012	26.94
11985 - Ace Hardware	077409/1	1236	# 557450 Paid by Check # 507406	09/24/2012	10/12/2012	10/12/2012	10/12/2012	5.37
11985 - Ace Hardware	077511/1	1236	# 557150 Paid by Check # 597496	09/28/2012	10/12/2012	10/12/2012	10/12/2012	38.97
7198 - Consolidated Fabricators	156423	TOWN01	# 597550 Paid by Check # 507550	09/20/2012	10/12/2012	10/12/2012	10/12/2012	211.67
12997 - Do Co Procurement Program	9-12 PLUT	G'VILLE	# 597.550 Paid by Check # 507837	09/27/2012	10/19/2012	10/19/2012	10/19/2012	55.18
6089 - A-#1 Chemical Inc	4435338	296958	# 597032 Paid by Check # 508051	09/26/2012	10/25/2012	10/25/2012	10/25/2012	63.19
1294 - Ameri-Kart Corporation	319809	48312	Paid by Check # 598060	09/25/2012	10/25/2012	10/25/2012	10/25/2012	1,144.16

# Accounts Payable by G/L Distribution Report 6/L Date Range 10/01/12 - 10/31/12

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Vendor	Invoice No.	Invoice Description	Status Held Reason	Invoice Date	Due Date	G/L Date	Received Date Payment Date	Invoice Amount
Fund 611 - Gardnerville Health & San				1				
Department <b>925 - Health &amp; Sanitation</b> Account <b>520,084 - Replacement &amp; Repair</b>	n cement & Repair							
3925 - Carson Valley Carquest	8092-73562	6965	Paid by Check	10/15/2012	10/25/2012	10/25/2012	10/25/2012	49.99
7198 - Consolidated Fabricators	156730	TOWN01	# 528305 Paid by Check # 598103	10/09/2012	10/25/2012	10/25/2012	10/25/2012	470.61
24693 - NC Auto Parts	31062406	79090	# 330103 Paid by Check # 508202	09/10/2012	10/25/2012	10/25/2012	10/25/2012	29.76
24693 - NC Auto Parts	31062650	79090	# 550202 Paid by Check # 508202	09/14/2012	10/25/2012	10/25/2012	10/25/2012	39.12
24693 - NC Auto Parts	31063000	79090	# 550202 Paid by Check # 508202	09/24/2012	10/25/2012	10/25/2012	10/25/2012	24.18
2510 - Parts House	463761	4170	# J90202 Paid by Check # 508233	08/27/2012	10/25/2012	10/25/2012	10/25/2012	69.63
2510 - Parts House	464292	4170	# 550225 Paid by Check # 508333	08/30/2012	10/25/2012	10/25/2012	10/25/2012	24.84
2510 - Parts House	465376	4170	# 350223 Paid by Check # 500333	09/06/2012	10/25/2012	10/25/2012	10/25/2012	101.70
2510 - Parts House	466912	4170	# 350223 Paid by Check # 500333	09/17/2012	10/25/2012	10/25/2012	10/25/2012	27.31
2510 - Parts House	467898	4170	# 550225 Paid by Check # 508222	09/24/2012	10/25/2012	10/25/2012	10/25/2012	33.41
23481 - Tire Distribution Systems Inc	16430	8565	# 596223 Paid by Check # 500377	10/03/2012	10/25/2012	10/25/2012	10/25/2012	1,150.00
27690 - United Rotary Brush Corp	Cl135244	401296	# 5982// Paid by Check # 598283	09/28/2012	10/25/2012	10/25/2012	10/25/2012	1,112.22
			Account 520.084 - Replacement & Repair Totals	eplacement & F	epair Totals	Invoi	Invoice Transactions 22	\$6,443.38
Account <b>520.089 - Power</b> 2924 - NV Energy	791804 9-12	791804	Paid by Check # 597658	09/26/2012	10/12/2012	10/12/2012	10/12/2012	245.17
				Account 520,089 - Power Totals	ower Totals	Invo	Invoice Transactions 1	\$245.17
Account <b>520.093 - Utilities-Sewer</b> 2030 - Minden-Gardnerville Sanitation 12-100	:s-Sewer 12-100291	0296	Paid by Check	10/01/2012	10/12/2012	10/12/2012	10/12/2012	67.71
2030 - Minden-Gardnerville Sanitation	12-100582	0594	# 337.030 Paid by Check # 507.636	10/01/2012	10/12/2012	10/12/2012	10/12/2012	21.16
Account 620 446 Vol Maint-Co Chan	יים ביין היים ביים ביים ביים ביים ביים ביים ביים			Account <b>520.093 - Utilities-Sewer</b> Totals	ewer Totals	Invoid	Invoice Transactions 2	\$88.87
4268 - Do Co Vehicle Maintenance	9@12 TRANSFER	VARIOUS	Paid by Check # 597572	10/03/2012	10/12/2012	10/12/2012	10/12/2012	360.00
			Account 520.116 - Veh, Maint-Co Shop Totals	Veh. Maint-Co	Shop Totals	Invoir	Invoice Transactions 1	\$360.00

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# Accounts Payable by G/L Distribution Report G/L Date Range 10/01/12 - 10/31/12

Vendor	Invoice No.	Invoice Description	Status Held Reason	Invoice Date	Due Date	G/L Date Received Di	Received Date Payment Date In	Invoice Amount
<b>11 - G</b> artment	San ation	4						
Account 5.20.136 - Kents & Leases Equipment 3519 - Xerox Corporation 064174625 71	nts & Leases Equipm 064174625	ent 716307012	Paid by Check	10/01/2012	10/19/2012	10/19/2012	10/19/2012	226.90
			# 598049 Account <b>520.136 - Rents &amp; Leases Equipment</b> Totals	& Leases Equi	ument Totals	Invoice Transactions	ions 1	\$226.90
Account <b>520,155 - Licensing</b> 12997 - Do Co Procurement Program	ensing 9-12 LOUTHAN	GVILLE	Paid by Check	09/27/2012	10/19/2012	10/19/2012	10/19/2012	7.00
23632 - Clark Ryan	CDL 10/12	REIMBURSE	# 597832 Paid by Check # 59090	10/09/2012	10/25/2012	10/25/2012	10/25/2012	28.50
			# 598059 Account	Account <b>520.155 - Licensing</b> Totals	insing Totals	Invoice Transactions	ions 2	\$35.50
Account <b>520.187 - Internet Expense</b> 15887 - Charter Communications 0012509	ternet Expense 0012509 10/12	8354110060012509	Paid by Check	10/02/2012	10/19/2012	10/19/2012	10/19/2012	36.00
			# 39/619 Account <b>520.187</b> - Internet Expense Totals	7 - Internet Ex	pense Totals	Invoice Transactions 1	ions 1	\$36.00
Account <b>520,197 - Landfill Expense</b> 15853 - Carson City Landfill 9984578	ndfill Expense 9984578	228079	Paid by Check	09/05/2012	10/19/2012	10/19/2012	10/19/2012	364.24
15853 - Carson City Landfill	9984037	228079	# 597610 Paid by Check # 507610	09/03/2012	10/19/2012	10/19/2012	10/19/2012	532,44
15853 - Carson City Landfill	9984221	228079	# 597810 Paid by Check # 507010	09/04/2012	10/19/2012	10/19/2012	10/19/2012	379.90
15853 - Carson City Landfill	9984580	228079	# 597810 Paid by Check	09/05/2012	10/19/2012	10/19/2012	10/19/2012	451.82
15853 - Carson City Landfill	9984598	228079	# 597810 Paid by Check # 507010	09/05/2012	10/19/2012	10/19/2012	10/19/2012	439.06
15853 - Carson City Landfill	9984797	228079	# 597810 Paid by Check # 597610	09/06/2012	10/19/2012	10/19/2012	10/19/2012	462.84
15853 - Carson City Landfill	9984818	228079	# 597810 Paid by Check	09/06/2012	10/19/2012	10/19/2012	10/19/2012	479.08
15853 - Carson City Landfill	9984834	228079	# 397810 Paid by Check # 502610	09/06/2012	10/19/2012	10/19/2012	10/19/2012	305.08
15853 - Carson City Landfill	9985119	228079	# 39/610 Paid by Check # 507010	09/07/2012	10/19/2012	10/19/2012	10/19/2012	397.88
15853 - Carson City Landfill	9985122	228079	# 59/810 Paid by Check	09/07/2012	10/19/2012	10/19/2012	10/19/2012	446.02
15853 - Carson City Landfill	9985722	228079	# 597610 Paid by Check # 507610	09/10/2012	10/19/2012	10/19/2012	10/19/2012	620.02
15853 - Carson City Landfill	9986023	228079	# 397610 Paid by Check # 507610	09/11/2012	10/19/2012	10/19/2012	10/19/2012	470.96
15853 - Carson City Landfill	9986256	228079	# 39/010 Paid by Check # 507010	09/12/2012	10/19/2012	10/19/2012	10/19/2012	457.62
15853 - Carson City Landfill	9986311	228079	# 39/010 Paid by Check # 597810	09/12/2012	10/19/2012	10/19/2012	10/19/2012	377.58

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# Accounts Payable by G/L Distribution Report 6/L Date Range 10/01/12 - 10/31/12

Veridor	Invoice No.	Invoice Description	Status Heid R	Held Reason Invoice Date	Due Date	G/L Date Received	Received Date Payment Date In	Invoice Amount
Fund <b>611 - Gardnerv</b> ille Mealth & San Department <b>925 - Health &amp; Sanitation</b>	San Lation							
Account 520.197 - Landfill Expense	ındfill Expense							
15853 - Carson City Landfill	9986374	228079	Paid by Check # 597810	09/12/2012	10/19/2012	10/19/2012	10/19/2012	334.66
15853 - Carson City Landfill	9986489	228079	Paid by Check # 597810	09/13/2012	10/19/2012	10/19/2012	10/19/2012	385.12
15853 - Carson City Landfill	6629866	228079	Paid by Check	09/13/2012	10/19/2012	10/19/2012	10/19/2012	493.58
15853 - Carson City Landfill	9986811	228079	Paid by Check	09/14/2012	10/19/2012	10/19/2012	10/19/2012	388.60
15853 - Carson City Landfill	9986845	228079	# 557510 Paid by Check # 597810	09/14/2012	10/19/2012	10/19/2012	10/19/2012	429.78
15853 - Carson City Landfill	9987865	228079	# 597510 Paid by Check # 597810	09/18/2012	10/19/2012	10/19/2012	10/19/2012	412.96
15853 - Carson City Landfill	9988134	228079	Paid by Check	09/19/2012	10/19/2012	10/19/2012	10/19/2012	499.96
15853 - Carson City Landfill	9988142	228079	# 327610 Paid by Check # 502610	09/19/2012	10/19/2012	10/19/2012	10/19/2012	462.84
15853 - Carson City Landfill	9988151	228079	# 597610 Paid by Check	09/19/2012	10/19/2012	10/19/2012	10/19/2012	387.44
1S853 - Carson City Landfill	9988337	228079	# 597610 Paid by Check # 502610	09/20/2012	10/19/2012	10/19/2012	10/19/2012	423.40
15853 - Carson City Landfill	9988338	228079	# 397610 Paid by Check # 507610	09/20/2012	10/19/2012	10/19/2012	10/19/2012	451.82
15853 - Carson City Landfill	9988354	228079	# 597610 Paid by Check # 507610	09/20/2012	10/19/2012	10/19/2012	10/19/2012	283.04
15853 - Carson City Landfill	9988664	228079	# 397010 Paid by Check	09/21/2012	10/19/2012	10/19/2012	· 10/19/2012	369.46
15853 - Carson City Landfill	998866	228079	# 59/810 Paid by Check	09/21/2012	10/19/2012	10/19/2012	10/19/2012	450.66
15853 - Carson City Landfill	9989337	228079	# 597810 Paid by Check # 507810	09/24/2012	10/19/2012	10/19/2012	10/19/2012	585.22
15853 - Carson City Landfill	9989661	228079	# 397610 Paid by Check # 507810	09/25/2012	10/19/2012	10/19/2012	10/19/2012	436,74
15853 - Carson City Landfill	9989928	228079	Paid by Check	09/26/2012	10/19/2012	10/19/2012	10/19/2012	416.44
15853 - Carson City Landfill	9989935	228079	# 39/810 Paid by Check # 507810	09/26/2012	10/19/2012	10/19/2012	10/19/2012	465.74
15853 - Carson City Landfill	9990002	228079	# 39/810 Paid by Check	09/26/2012	10/19/2012	10/19/2012	10/19/2012	375.84
15853 - Carson City Landfill	9990195	228079	# 597810 Paid by Check # 507010	09/27/2012	10/19/2012	10/19/2012	10/19/2012	287.10
15853 - Carson City Landfill	9990196	228079	# 59/010 Paid by Check # 507810	09/27/2012	10/19/2012	10/19/2012	10/19/2012	437.32
15853 - Carson City Landfill	9990213	228079	# 55/010 Paid by Check # 597810	09/27/2012	10/19/2012	10/19/2012	10/19/2012	428.62

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# Accounts Payable by G/L Distribution Report G/L Date Range 10/01/12 - 10/31/12

Vendor	Invoice No.	Invoice Description	Status Held Reason	Invoice Date	Due Date	G/L Date	Received Date Payment Date	Invoice Amount
Fund 611 - Gardnerville Health & San Department 925 - Health & Sanitation Account 520 107 - Landfill Events	n 1							
15853 - Carson City Landfill	9990465	228079	Paid by Check	09/28/2012	10/19/2012	10/19/2012	10/19/2012	349.74
15853 - Carson City Landfill	9990466	228079	# 597610 Paid by Check	09/28/2012	10/19/2012	10/19/2012	10/19/2012	395.56
9016 - Douglas Disposal Inc	40990612 9/12	40990612	# 597610 Paid by Check	10/01/2012	10/19/2012	10/19/2012	10/19/2012	1,121.40
			# 59/843 Account <b>520.1</b> 9	Account <b>520.197 - Landfill Expense</b> Totals	pense Totals	Invoic	Invoice Transactions 39	\$17,257.58
Account 532.003 - Gas & Oil 3814 - Flyers Energy LLC	Oil CFS0542794	8308	Paid by Check	09/15/2012	10/05/2012	10/05/2012	10/05/2012	1,814.19
3814 - Flyers Energy LLC	CFS0549539	8308	# 59/305 Paid by Check # rozor3	09/30/2012	10/19/2012	10/19/2012	10/19/2012	1,644.30
			# 59/85/ Account	Account <b>532,003 - Gas &amp; Oil</b> Totals	s & Oil Totals	Invoice	Invoice Transactions 2	\$3,458.49
Account 532.028 - Uniforms								
5785 - Alsco Inc	LREN738537	000330	Paid by Check	09/04/2012	10/05/2012	10/05/2012	10/05/2012	27.86
5785 - Alsco Inc	LREN740516	000330	# 55/250 Paid by Check	09/11/2012	10/05/2012	10/05/2012	10/05/2012	3.86
5785 - Alsco Inc	LREN742384	000330	# 597230 Paid by Check	09/18/2012	10/05/2012	10/05/2012	10/05/2012	3.86
5785 - Alsco Inc	LREN744284	000330	# 59/230 Paid by Check	09/25/2012	10/05/2012	10/05/2012	10/05/2012	52.86
1749 - Interstate Safety & Supply Inc	1146943	101055	# 59/230 Paid by Check	09/26/2012	10/12/2012	10/12/2012	10/12/2012	69.16
12997 - Do Co Procurement Program	9-12	G'VILLE	# 59/611 Paid by Check	09/27/2012	10/19/2012	10/19/2012	10/19/2012	22.50
	NICHOLSON		# 597632 Account	Account <b>532.02</b> 8 - <b>Uniforms</b> Totals	forms Totals	Invoice	Invoice Transactions 6	\$180.10
Account <b>533.800 - Office Supplies</b> 12997 - Do Co Procurement Program 9-12 L	Supplies 9-12 LOUTHAN	G'VILLE	Paid by Check	09/27/2012	10/19/2012	10/19/2012	10/19/2012	67.72
12997 - Do Co Procurement Program	9-12	G'VILLE	# 597832 Paid by Check	09/27/2012	10/19/2012	10/19/2012	10/19/2012	66,65
	NICHOISON		# 59/832 Account <b>533.</b> 8	Account 533,800 - Office Supplies Totals	pplies Totals	Invoic	Invoice Transactions 2	\$134.37
Account <b>533.806 - Software</b> 2542 - JCG Technologies Inc	ıre 3081	GVILLE	Paid by Check # 598165	09/01/2012	10/25/2012	10/25/2012	10/25/2012	197.50
			Departmen Fund <b>611</b> -	Account <b>533.806 - Software</b> Totals it 925 - Health & Sanitation Totals Gardnerville Health & San Totals	tware Totals tation Totals & San Totals	Invoice	Invoice Transactions 1 Invoice Transactions 88 Invoice Transactions 88	\$197.50 \$32,185.27 \$32,185.27
* = Prior Fiscal Year Activity					Grand Lotals	11VVIC	INVOICE FAILSACIONS 149	20110101000

#### **Gardnerville Town Board**



#### AGENDA ACTION SHEET

l.	augmentation for the Town of Gardnerville 2011/2012 year purchase orders brought forward into the 2012/2013 fiscal year.
2.	Recommended Motion: Approve Douglas County Resolution 2012R-084 Funds Available:   ✓ Yes   ✓ N/A
3.	Department: Administration
	Prepared by: Tom Dallaire
1.	Meeting Date: November 6, 2012 Time Requested:
5.	Agenda:   ☐ Administrative
	Background Information: See attached.
5.	Other Agency Review of Action: Douglas County
7.	Board Action:
	□Approved □Approved with Modifications □Continued

#### RESOLUTION NUMBER 2012R-084

### RESOLUTION AUGMENTING THE 2012-13 FISCAL YEAR BUDGET FOR THE TOWN OF GARDNERVILLE

WHEREAS, there is a need to revise the 2012-2013 Budget for the Town of Gardnerville as follows:

Gardnerville Town (610)		
Revenue		
Opening Fund Balance	\$	125,995
Total	\$	125,995
Expenditures		
Capital Projects	_\$	125,995
Total	\$	125,995

,	ADOPTED, this	day of	, 2012
OTE.	AVEO		
OIE.	AYES		
	NAYS		
	ABSENT		
		GARDNERVILLE TOWN BOA	ARD
		DOUGLAS COUNTY, NEVAL	
		CHAIRMAN	
TTEST:			
	Tom Dallaire Clerk to the Board		

NOW, T	HEREFORE, BE IT RESC	DLVED, that the 2012-13 Fiscal Year Buc	lget Augmentation is
	ADOPTED, this	day of	, 2012
VOTE:	AYES		
		4-W-18-M-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	
	NAYS		
	ABSENT		
		Printed Statement .	
		DOUGLAS COUNTY, NEVADA	
		LEE BONNER, CHAIRMAN	
		Douglas County Board of Commissi	oners
ATTEST:			
	Ted Thran Clerk to the Board		

Douglas County Comptroller's Office									
		***************************************	***************************************			Transfer F			
Date of Request: For Fiscal Year:	10/24/20 12/13		-	Minimum and a second		Request		Kathy Town of G	Lewis ardnerville
					ļ	DR	<i>C</i> R	<i>C</i> R	DR
Account	t Name	Fund	Dept	Acc	ount	Revenue Increase	Revenue Decrease	Expend Increase	Expend Decrease
1 Capital Projects (PO	2012-149)	610	926	562	000			125,995	
2 Opening Fund Balanc	:e	610	000	301	000	125,995	1	<u> </u>	
3									
4									
5	· · · · · · · · · · · · · · · · · · ·								
6									
7									
8									
9									
10									
11									
12									
13	······································								
14									Harris de la constant
			•	Totals		125,995	-	125,995	-
			Net	Chang	је	125,995		125,995	
Purpose: 1	To augment the F	y12-13 bu	dget for	r carry-1	forward	purchase order	s.		
Department Head o	r Comptroller								
annual Dur			Compti	oller's	Offic	e Use Only			
pproved By:		<del></del>							
oate: —		<u> </u>						Journal#	
**************************************									1

	SUMMARY BY PURCHASE			1	1	
-1-	Fund/Dept/Account #	Vendor Name	PO Number	Amount Enc		Encumber FY 12-13 Budget
Gardnerville Town	610-928 552-000 N	orthwest Hydraulic Consult	2012-149	127,185.00	(1,190.00)	

#### **Gardnerville Town Board**



#### AGENDA ACTION SHEET

- 1. For Possible Action: Approve the Parade of Lights Special Event/Street Closure Application for the evening of Saturday December 1, 2012, which will include the closing of Gilman Avenue from 395 to Chichester Drive for the staging of the parade and waive the 60-day noticing requirement and \$300 road closure fee.
- 2. Recommended Motion: Approve Special Event/Street Closure Application for Chamber of Commerce Parade of Lights Saturday, December 1, 2012, waiving the 60 day noticing requirement and \$300 street closure fee.

  Funds Available: 

  Yes □ N/A
- 3. Department: Administration

Prepared by: Tom Dallaire

4. Meeting Date: November 6, 2012 Time Requested: N/A

5. Agenda: 

Consent

Administrative

Background Information: We have been working for quite a long time to get the Parade of Lights to either start or end at Heritage Park. This December it will begin at Heritage Park (with Town Board approval tonight). This will make it easier for customers to gain access to businesses on Waterloo and Highway 395 and residents at Kingslane will have access to their homes. The highway was closed from 3:30 p.m. until 7:00 p.m. when the parade concluded.

6.	Other Agency Review	of Action: Douglas County	▼ N/A
7.	<b>Board Action:</b>		
	☐Approved ☐ Denied	☐Approved with Modifications ☐ Continued	

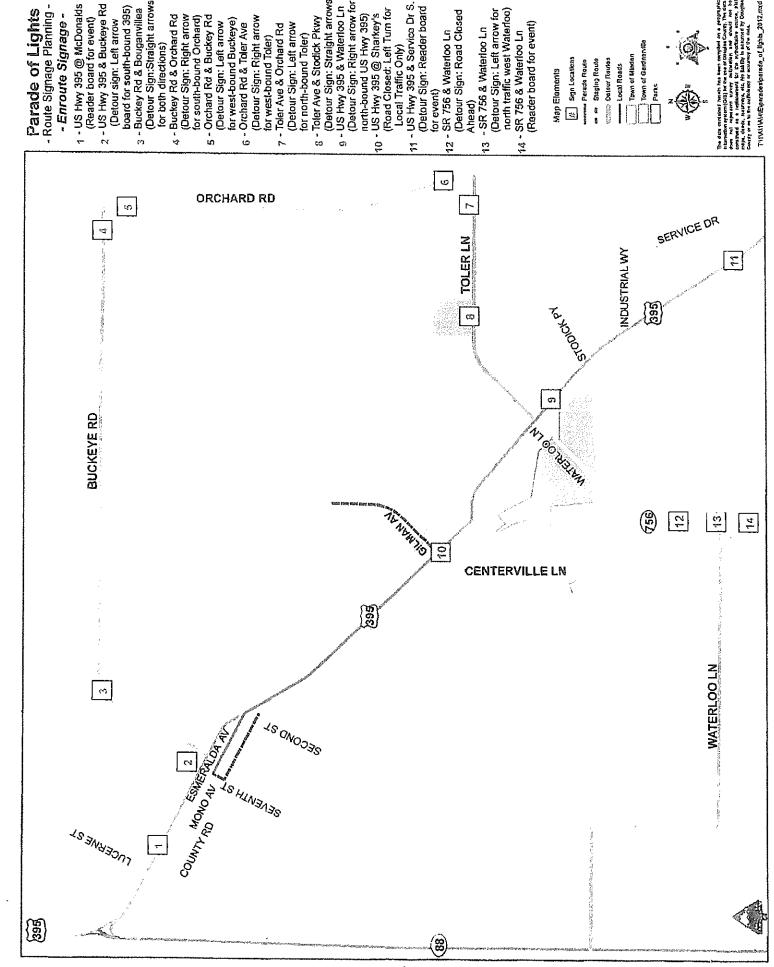


#### Application for Special Event/Street Closure/Exclusive use of Horitage Park 1407 Highway 395 Gardaerville, Novada 89410 (775) 782-7134 (775) 782-7135 Fox

Date of Application: 10/17/12
Location of Event/Activities: Heritage Park/ HWY 395 north to Esmeralda, Minden
(submit latter of property owner's parmission if svent is to be held on private property)
Street(s) proposing to be class (Silman (Heritage Prk /HWY 395 north to Esmeralda
(US 395, SR756 require NDOT permission*Waterloo/Toler/Elges require County permission)
Requesting use of Heritage Park? YesNo
Organization: Carson Valley Chamber of Com  Conporation: Yes X  No  (if a corporation is applying for use, a copy of the Articles of Incorporation must be altached).
Contract Person: Alicia Main
Home Telephone # Pax # 775-782-8144 Fax # 782-1025
Mailing Address: 1477 HWY 395 Suite A
Type of Activity Park will be used for:
Will alcohol be sold or served? Yes No X Band or amplified music? Yes No No
This event is Non-Profit X For Profit Closed to Public Open to Public X
Will a fee be charged to attend the event? Yes No $\times$
Date(s) Requested (Include setup and tear down time): December 1, 2012
Event hours 3:00 pm to 8:00 Pm
Describe proposed event, concessions, fund-raisers, etc.: 17th Annual Parade of Lights
Rvant Insurance Carrier & Talephone ผู้Warren Reed Ins 782-2277

Event Security Plan DCSO will provide Security along Parade Route with Volunteers	
providing Traffic control	
(Submit Douglas County Sheriff's Office authorization and approval)	
Water and Sanitation Plan if food is being sold or consumed during event	
Water and Restroom facilities may be provided by business along route	
Section of Sastings digital loads	
Frank Mann and Market and	
Street Clean-up/Sanitation/Garbage Plan: Street Cleaners will come thru after the Parade	
The Comment of the Fall of the	
(gurbage thanpsters/porto-e-cans/restroomt/etc.)	
Fire/Emergency Medical Services Plan:	
Gardnerville Fire Dept is available to provide Medical aid	
(Submit East Fork Fire Protection District authorization and approval)	
·	
Bront Parking Area: Side Streets of the Parade Route	
(Heritage Park Parking MUST remain open for visitors at all times)	
Event Layous: Applicants MUST provide a drawing(s) clearly showing event area(s), street requested for closure, booth spaces, etc. If requesting use of Heritage Park, a Town furnismplate will be provided indicating utility lines and other event constraints.  We have a Chief the condition of the constraints.	lahad
Walver of Liability: Said group agrees that it shall indemnify, defund and hold harmless if Town of Gardnerville and Douglas County from any and all expenses or damages which me occur, or liability that it may suriain, including reasonable attorney's fees, administrative a and court costs, by reason of the Town's permission to said group for conducting reference event at denoted location. Said group, through us representative, hereby agrees to abide by conditions of approval of the Town Board and any other conditions that may be set forth by Douglas County.	oy xxxir, ui
Printed name above: Alicia Main	_
(Town Office Use Only)	
Demost amount Poids	
Deposit amount Paid: Date Processed:  Receipt Number: Facility Reviewed:	
School and for Town Versell A	
DAMPARINA INI TOMU KODILI TOMINILI	
Scheduled for Yown Board Agenda: Approved:	
Approved:	
Approved: Scheduled for Douglas County Commissioner Agenda: Approved: Ospasit Returned:	

A copy of the approved form MUST be at the event



CERTIFICATE OF LIABILITY INSURANCE

CVCHA-1 OP ID: CM

DATE (MM/DD/YYYY) 10/23/12

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(les) 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).

775-782-2277 775-782-7387	77 CONTACT   HAME:   PHONE   FAX     (A/C, No, Exi);   (A/C, No);     E-MAIL     ADDRESS:				
	INSURER(s) AFFORDING COVERAGE INSURER A - ZUTICH INSURANCE COMPANY	NAIC#			
	INSURER 8:				
	INSURER C:				
	INSURER D:				
	INSURER E:				
	INSURER F:				
	775-782-2277 775-782-7387	(A/C, No.): E-MAIL ADDRESS:  INSURER(S) AFFORDING COVERAGE INSURER A: Zurich Insurance Company INSURER B: INSURER C: INSURER C: INSURER C: INSURER E: INSURER F:			

COVERAGES

CERTIFICATE 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 REPOLICED BY PAID CLAIMS

L	ACEUSIONS AND CONSTITUINS OF SUCH							
INSR LTR		INSR	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DDYYYY)	POLICY EXP (MWPD/YYY)	ымт	s
l	GENERAL LIABILITY	i					EACH OCCURRENCE	s 1,000,000
Α	X COMMERCIAL GENERAL LIABILITY	X		PAS041084998	09/10/12	09/10/13	DAMAGE TO RENTED PREMISES (En occurrence)	\$ 50,000
	CLAIMS-MADE X OCCUR	ĺ		į			MED EXP (Any one person)	\$ 5,000
		Į					PERSONAL & ADV INJURY	\$ 1,000,000
					Les and the second seco		GENERAL AGGREGATE	s 2,000,000
1	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	POLICY PRO-	<u> </u>						\$
l	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea pocklent)	1,000,000
Α	ANY AUTO	ļ		PAS041084998	09/10/12	09/10/13	BODILY INJURY (Per person)	3
	ALL OWNED SCHEDULED AUTOS	1		E			BODILY (NJURY (Por occident)	\$
	X HIRED AUTOS X NON-OWNED AUTOS	į		•			PROPERTY DAMAGE (Per necident)	\$
<u> </u>		<u> </u>						S
	UMBRELLA LIAB OCCUR				}		EACH OCCURRENCE	5
	EXCESS LIAB CLAIMS-MADE			<u> </u>			AGGREGATE	\$
<b> </b>	DED RETENTIONS							S
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N				1		WC STATU- OTH- TORY LIMITS ER	
İ	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	NIA		<b>1</b>	1		E.L. EACH ACCIDENT	5
	(Mandatory in NH) If yes, describe under						E.L. DISEASE - EA EMPLOYEE	\$
<u> </u>	DESCRIPTION OF OPERATIONS bolow						E.L. DISEASE - POLICY LIMIT	\$
]		1			}			
					1			
<u> </u>		<u> </u>	<u> </u>		1	<u> </u>		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required). The below mentioned certificate holder is added as an additional insured with respects to the Parade of Lights on 12/1/12.

CERTIFICATE HOLDER	CANCELLATION	
Town of Gardnerville 1407 Hwy 395	TOWNOFG SHOULD ANY OF THE ABOVE DESCRIBED POLICIE THE EXPIRATION DATE THEREOF, NOTICE \ ACCORDANCE WITH THE POLICY PROVISIONS.	

AUTHORIZED REPRESENTATIVE Alan G. Reed

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Gardnerville, NV 89410

#### **Gardnerville Town Board**

#### AGENDA ACTION SHEET



- 1. For Possible Action: Recommend approval of the Douglas County Outdoor Festival Event Application for Carson Valley Chamber of Commerce 17<sup>th</sup> Annual Parade of Lights on December 1, 2012.
- 2. Recommended Motion: Recommend approval of the Douglas County Outdoor Festival Event Application for Carson Valley Chamber of Commerce 17th Annual Parade of Lights December 1, 2012. 3. Department: Administration Prepared by: **Tom Dallaire** 4. Meeting Date: November 6, 2012 Time Requested: N/A 5. Agenda: Consent **Administrative Background Information: See attached** 6. Other Agency Review of Action: Douglas County T N/A 7. Board Action: **Approved with Modifications \_Approved** Denied **□** Continued

# TED THRAN, CLERK-TREASURER OUTDOOR FESTIVAL ENTERTAINMENT EVENT APPROVAL FORM 775 782-9014 FAX 775-782-9016

**DATE: OCTOBER 29, 2012** 

FROM: TED THRAN, CLERK-TREASURER

SUBJ: OUTDOOR FESTIVAL ENTERTAINMENT EVENT APPLICATION

Enclosed please find an application for an Outdoor Festival Entertainment Event submitted by CARSON VALLEY CHAMBER OF COMMERCE.

The event is the 17<sup>th</sup> Annual Chamber of Commerce Parade of Lights, scheduled for December 1, 2012, starting at Heritage Park in Gardnerville, running north on US Highway 395, turning left onto Esmeralda Avenue and finishing at Minden Park, Minden, Nevada.

Please review the application(s), print this page, and return your signed response to Carol A. McCulloch, in

Ted Thran's Office no later than THURSDAY, NOVEMBER 1, 2012.

## PLEASE RUSH!!! THIS ITEM IS SCHEDULED FOR THE NOVEMBER 13, 2012 COMMISSIONER AGENDA.

DATE:	(please do not detach)
	YES; if yes, amount \$
SIGNED:	
PRINT NAME & TITLE:	

#### **OUTDOOR FESTIVAL LICENSE APPLICATION**

DOUGLAS COUNTY CLERK

Page 3

Par

Application Date: _	October 01, 2012	Date(s) of Event: D	ecembe	<u>er 01, 201</u> 2		
Name of Event: Carson Valley Chamber of Commerce Parade of Lights						
Location of Event: Heritage Park north on US Hwy 395 turning left on Esmeralda to Minden (Address or Legal Description)						
Applicant's name:	Carson Valley Chamber	of Commerce	·			
Contact's name: _	Alicia Main and Bill (If different than applicant)	Chernock				
Physical address	1477 US Hwy 395, Gardne Street or P.O. Box	rville, Nevada, 89 CHy	410 State	Zip Code		
(If different):	Same Street	City	State	Zip Code		
Phone #(s): <u>775</u>	-782-8144 (Business)	(Home) <u>77</u>	5-450 <b>-</b>	4969 (Cell)		
Is the applicant a(	n):🗵 Corporation 🔲 Partn	ership 🔲 Individual	☐ ot	her		
If corporation or pa	artnership, please list corpora	te officers or partners	:			
Name	Address		Title			
Debra Lang			Presid	lent		
Bill Cherno	ck		Execut	ive Directo	<u>r</u>	
Description of Event: 17th Annual Chamber of Commerce Parade of Lights, starting from Heritage Park running north on US Hwy 395, turning left onto Esmeralda and finishing at Minden Park.						
Hours of operation	: 3:00 PM to 8:00 PM					
	of the designated event repreority to bind the applicant? <u>A</u>				ent	
Will an admission fee be charged for your event? Yes 🗓 No If yes, \$ amount:						
When will fee be collected? Pre-sales At entrance						

Outdoor Festival Packet: Revised May 2009

List approximate number of participants: 500 - 1000
List approximate number of spectators: 2000 - 3000
List expected peak number of spectators: 2000 - 3000
Will alcoholic beverages be served? ☐ Yes ☒ No (all liquor vendors must be individually licensed with Douglas County Sheriff's Office)
Will food and/or beverages be served?  Yes  No (all concessionaires must be licensed and operate under a valid health department permit pursuant to NRS chapter 446.)
Will there be live music? Yes No - If Yes, Name of Performer(s), Type of Music
Name of Insurer:Warren Reed Insurance
Limits of liability: See attached Certificate of Liability Insurance
Address of Insurer: 1521 US Hwy 395 Gardnerville Nv 89410 Street City State Zip code
Policy number: PAS041084998
I, the undersigned, have answered all questions in this application and to the best of my knowledge all answers are true and correct. I further understand that disclosure of any false, misleading or incorrect answers could result in the denial of the permit. The filing of the application does not authorize the conducting of any business for which a permit is required, and any carrying on of such business before a permit is issued may also be grounds for denial of a permit.
alecu Me 10-2-12
Signature of Applicant  Date  ALTCIA MATA  PACTAC CARDNUALLEY NV. ORS  Name of Applicant  Contact Email Address

#### **FESTIVAL PLANS:**

(MUST BE COMPLETED - ATTACH ADDITIONAL PAGES IF NECESSARY)

Detailed explanation of the applicant's plans to provide law enforcement protection; water facilities; food concessions; toilet facilities; trash cans and litter; medical facilities; fire protection; parking areas, access and parking control; maintenance of a headquarters or providing contact information; if it is proposed or expected that spectators or participants will remain at night or overnight, the arrangements for illuminating the premises and for camping or similar facilities; and what provisions shall be made for numbers of spectators in excess of the estimate. Applicant may submit a plot plan showing arrangement of the facilities including those for parking, egress and ingress shall be submitted with the application. (§ 5.12.040)

Describe law enforcement protection plan (§ 5.12.120(A))
DCSO and NHP will provide security and traffic control along the parade
route, with the assistance of Search and Rescue volunteers
Describe plan for location and supply of water facilities (6.5.12.120(R))
Describe plan for location and supply of water facilities (§ 5.12.120(B)) Water is available from businesses along parade roure.
Describe food concessions plan (§ 5.12.120(C))
None
Describe toilet facilities plan (§ 5.12.120(D))
N/A businesses along parade route may provide toilet facilities.
-1/11 Destriction of the parties and a province writer facilities.
Describe trash cans and litter plan (§ 5.12.120(E))
Towns of Gardnerville and Minden will clean the streets after the parad
Describe medical facilities plan (§ 5.12.120(F))
EFFD will provide medical assistance and transportation if necessary
<u> </u>
many than 100 miles and the same and the sam
Describe fire protection plan (§ 5.12.120(G))
EFFD will provide fire protection if necessary.

	lable on back streets and parking lots along the parade
route.	
Carson Valley C	on-site headquarters or contact information (§ 5.12.1200)) Thamber of Commerce main office
Bill Chernock	775-720-9490
Alicia Main	775-450-4969
escribe illumination N/A	n plan (§ 5 12.120(K))
_	camping facilities plan (§ 5.12.120(L))
N/A	
Chamber of Comm	ation system plan (§ 5 12.120(Q)) merce office and Bill Chernock / Alicia Main will ab av
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Chamber of Common for contact.  What provisions will 5 12.040) N/A  Attach a plot plan slegress and ingress.	ation system plan (§ 5 12.120(Q)) nerce office and Bill Chernock / Alicia Main will ab average of the estima  I be made for numbers of spectators in excess of the estima  howing arrangement of the facilities including those for part

# Parade of Lights

- Route Signage Planning
- 2 US Hwy 395 & Buckeye Rd board for south-bound 395) (Reader board for event) (Detour sign: Left arrow

- (Detour Sign: Straight arrows 8 - Toler Ave & Stodick Pkwy
  - (Detour Sign; Right arrow for 9 - US Hwy 395 & Waterloo Ln north-bound US Hwy 395)
- US Hwy 395 @ Sharkey's (Road Closed: Left Turn for
- . US Hwy 395 & Service Dr S. (Detour Sign: Reader board
  - (Detour Sign: Road Closed
- north traffic west Waterloo) (Detour Sign: Left arrow for

#### **CONTRIBUTORS & INVESTORS LIST**

Please list anyone who has contributed, invested or who has a financial interest greater than \$500.

Use additional sheets if necessary.

Name			Address					
	Carson Valley	Chamber of	Connerce	1477 US	Hwy 395	, Gardnerville,	Nevada,	89410
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#### PROPERTY OWNER AFFIDAVIT

STATE OF NEVADA	)				
COUNTY OF DOUGLAS	) ss: )				
permission to use the prope	being duly sworn, depose, and say perty involved in this application, that the applicant has my full erty and that the foregoing statements and answers herein contained h submitted are in all respects complete, true and correct to the best				
Location of Event					
Location of Event,	Address or Legal Description				
	Signed				
Subscribed and sworn to be	fore me this day of, 20				
*Owner refers to the followi	ng. Please mark the appropriate box.				
OWNER/JOINT OWNER					
_					
CORPORATE OFFICER/PARTNER  POWER OF ATTORNEY (Provide copy of Power of Attorney)					
	from property owner giving legal authority to agent)				
LI LETTER FROM GOVERNM	MENT AGENCY WITH STEWARDSHIP				
Douglas County Clerk's Offic	;e				
~OR~					
Notary Public in and for said	county and state				
,	,				
My commission avairage					
My commission expires:					

Outdoor Festival Packet: Revised May 2009

## Insurance, hold harmless & indemnification requirements for an outdoor festival license application

Pursuant to Douglas County Code §5.12, any applicant for a Douglas County Outdoor Festival license must ensure the following requirements are met to the satisfaction of Douglas County before the Outdoor Festival license may be issued.

INDEMNIFICATION & HOLD HARMLESS

As respects acts, errors or omissions relating to the event, APPLICANT agrees to indemnify and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly or indirectly out of the event or any activity leading up to, during, or following the event, excepting those which arise out of the sole negligence of the COUNTY. APPLICANT further agrees to defend COUNTY and assume all costs, expenses and liabilities of any nature to which COUNTY may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions of APPLICANT or its agents concerning the event.

INSURANCE REQUIREMENTS

COUNTY requires that APPLICANT purchase General Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the event by APPLICANT, its agents, representatives, or employees. The cost of all such insurance shall be borne by APPLICANT. APPLICANT shall maintain coverage and limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage (\$2,000,000 for high risk events).

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY prior to the event. COUNTY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self insured retention and prior to issuing the license. The COUNTY prior to the change taking effect must approve any changes to the deductibles or self-insured retentions.

APPLICANT shall provide COUNTY with a certificate of insurance that identifies COUNTY, its officers, agents, employees and volunteers as additional insured's.

NOTE: A certificate of insurance complying with the provisions stated above is not required with the Outdoor Festival license application, but must be furnished prior to the issuance of the license.

I hereby agree to the all of the provisions stated above:

Carson Valley Chamber of Commerce Parade of Lights	December 1, 2012
Name of Event	Date of Event
Alkia Mein	
Applicant's name (printed)	
Alica Ma	10-29-12
Applicant's signature	Date

Outdoor Festival Packet: Revised May 2009

CERTIFICATE OF LIABILITY INSURANCE

CVCHA-1

OP ID: CM

DATE (MEI/DD/YYYY)

10/08/12 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 conficate does not confer rights to the certificate holder in lieu of such endorsement(s). 775-782-2277 CONTACT PRODUCER Warren Reed Insurance, Inc. PHONE 1521 Highway 395 North Gardnerville, NV 89410 FAX (A/C, No): 775-782-7387 (A/C. No. Ext); E-MAIL ADDRESS; Alan G. Reed INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: Zurich Insurance Company INSURED Carson Valley Chamber INSURER B: 1477 Hwy 395 N, STE A INSURER C: Gardnerville, NV 89410 INSURER D: INSURER E : INSURER F: **COVERAGES** CERTIFICATE NUMBER: **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. ADDLISUERI TYPE OF INSURANCE INSR WVD **POLICY NUMBER** LIMITS GENERAL LIABILITY 1.000,000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (En occurrence) X COMMERCIAL GENERAL LIABILITY Α Х PAS041084998 09/10/12 09/10/13 50,000 CLAIMS-MADE | X | OCCUR 6,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 2,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 PRODUCTS - COMP/OP AGG POLICY PRO-5 AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Ea accident) 1,000,000 ANY AUTO PAS041084998 09/10/12 09/10/13 **BODILY INJURY (Per person)** ALL OWNED AUTOS SCHEDULED BODILY INJURY (Per accident) 5 AUTOS NON-OWNED PROPERTY DAMAGE (Per accident) Х HIRED AUTOS AUTOS s UMBRELLA LIAB OCCUR **EACH OCCURRENCE** ż EXCESS LIAB CLAIMS-MADE **AGGREGATE** RETENTIONS DED WORKERS COMPENSATION WC STATU-TORY LIMITS AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT (Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 161, Additions) Remarks Schedule, if more space is required)
The below mentioned certificate holder is added as an additional insured with respect the to Parade of Lights on 12/01/2012. **CERTIFICATE HOLDER** CANCELLATION **DOUGLAS** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Douglas County P.O. Box 218 **AUTHORIZED REPRESENTATIVE** Minden, NV 89423

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Alan G. Reed

# Carson Valley Chamber 17<sup>th</sup> Annual Parade of Lights December 1, 2012

The Following permits have been applied for:

Town of Minden Street Closure/Special Events Application

Town of Gardnerville Application for Special Event/Street Closure

Application and Permit for Temporary occupancy of Nevada Department of Transportation Right-of Way

Ted Thran
Douglas County Clerk-Treasurer

04/21/2008 10:01 FAX 778 782 8285

CHASE, CHARTS & REIGER

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7797021025

C. U. C. C. II. A.

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EC:53 66, 22 (GN

internal Revenue Service

Department of the Treesury

Director Otrector

300 N. Los Angeles Street, M3 7043 Los Angeles, CA 80012

CARSON VALLEY CHAMBER OF COMMERCE AND MISITORS AUTHORITY, LEG. 1512 PT 395, SUITE 1 CARDINAVILLE, NV 89A10

Percento Comest L Barragan Yelophone Number: (213) 894-2336

Refer Reply to: EO(0207)97 Usia: August 11, 1997

BDHs

Dear Texpayer:

This letter is in response to your request for a copy of the determination letter for the above named organization.

(Our records indicate that this organization was recognized to be exampt from Federal income tax information 1979as described in External Revorue code Section 501(c)(08).

The exempt status for the determination letter issued in series 1973 continues to be in offect.

if you need further assistance, please contact our office at the above address or telephone number.

Sincerely,

Spany

Disciosure Assistant

		CARREST CONTRACTOR CON	•••
Post-IS Fax Note	7871	De 11-23 [40]	]
TO KELLY		From BALBARA	
OR FORM		Ca.	
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27 28 CERTIFICATE OF RESTREES AND AMEDIC

MINEOFFICE OF THE

ARTICLES OF INCORPORATION

STATEOFNEVADA

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CENTRALES SERVING COURT

A Noveda Corporation

#### ŧ ATTOM I

The name of the corporation shall remain as the CARSON VALLEY CHANGER OF CONNERCE AND VISITORS ANTEORITY, INCORPORATED.

#### ATTICET Y

The period of existence of this corporation shall be perpetual, unless there is a marger or dissolution pursuant to less,

#### TEMENT TO

Except as otherwise provided by law and Chapter 35 of MES, no action way be brought against any officer or director of this corporation based upon any act or calselon arising from failure in his or her official capacity to exercise due care regarding the management or operation of this corporation unless the act or caission involves intentional elecandant, fraud or knowing violation of the law.

#### METELE IE

The Restated and Amended Articles of Incorporation were approved by resolution of the eachers.

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POR THE PLEIS PERSON OF -07-01-0019 TO -05-3	0-2011	
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William Charactic, Ensertive Director Cereca Valley Chamber of Commerce & Visitors Anthonity  A FORM TO CHANGE REGISTERED AGENT INFORMATION CAN BE FOUND ON WATER TRADE, GOV		
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ATTICLES OF INCORPORATIONS CRETARY OF STATE OF NEVADA

OF THE

NOV 2 2 199 CAMEON VALLEY CHAMBER OF COMMERCE AND

A Hevada Corporation

#### APPROPRIEST.

The sees of the corporation shall remain as the CARSON VALLEY CHAMBER OF COMMERCE AND VISITOSS ADVENDENTY, INCORPORATED.

#### AND OF Y

The period of existence of this corporation shall be perpetual, unless there is a marger or dissolution pursuant to law.

#### AVERDENII VI

Except an otherwise provided by law and Chapter 35 of MRS, no action say be brought against any officer or director of this corporation based upon any act or omission arising from failure in his or her official capacity to exercise due care regarding the management or operation of this corporation unless the act or omission involves intentional misconduct, fraud or knowing violation of the law.

#### METCHCIAE TOK

The Restated and Assended Articles of Incorporation were approved by resolution of the members.

///

- b. Preserving and protecting the competitive enterprise system of business by: creating a better understanding and appreciation of the importance of business people and concern for their problems; educating the business community and representing them in city, county, state and national legislative and political affairs; preventing or addressing controversies which are detrimental to expansion and growth of business and the community if they arise.
- c. Promoting the general welfare and prosperity of the Carson Valley area, so that its citizens and all areas of its business community shall prosper. All necessary means of promotion shall be provided and particular attention and emphasis shall be given to the economic, civic, commercial, cultural, industrial and educational interests of the area.
- d. The chamber will be the designated tourist marketing organization for the Carson Valley and surrounding areas. A portion of the Douglas County Lodgers Tax and "room tax" revenues granted from the rental of transient lodging, authorized by Nevada Revised Statutes are granted to the chamber. The chamber will advertise, publicize and promote the projects specified within the law. The chamber shall also advertise the resources of Carson Valley and surrounding areas related to tourism, including available accommodations, transportation, entertainment, natural resources and climate and promote "special events" related thereto.
- e. Any other lawful activity within the objects or purposes of the corporation.

#### ARTICUL IV

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The number of the Board of Directors shall remain at 15. but the number of such directors may be fixed and altered from time to time by the By-Lass of the corporation.

#### ARTICLE V

The period of existence of this corporation shall be perpetual, unless there is a marger or dissolution pursuant to Chapter 82 of the Nevada Revised Statutes.

#### ARTICLE VI

Except as otherwise provided in NRS 82.136 and 82.536 and Chapter 35 of MRS, no action may be brought against any officer or director of this corporation based upon any act or omission arising from failure in his or her official capacity to exercise due care regarding the management or operation of this corporation unless the act or omission involves intentional misconduct, fraud or knowing violation of the law.

#### ARTICLE VII

The following are the current name and address of the Board of Directors:

Jim McFarland	1520 Church Street, Gardnerville, NV 89410
Milos Terzich	1470 Highway 395 Gardnerville, NV 89410
Bill Henderson	1627 U.S. Highway 395 N., Minden, NV 89423
Roxanne Stangle	P.O. Box 217, Minden, NV 89423
June Micheli	P.O. Box 2048, Minden, NV 89423
Sandy Cable	P.O. Box 927, Minden, NV 89423
Diane Pettitt	P.O. Box 43, Gardnerville, NV 89410
Jim EnBarl	1679 Toni Court, Minden, NV 89423

Fran Houle	P.O. Box 1616, Gardnerville, MV 89410
Ray Lumanus	F.O. Box 667, Gardnerville, MV 89410
Renee Mack	P.O. Box 154, Minden, MV 09423
Sheila Plimpton	1795 Ironwood Drive, Minden, NV 89423
David Pumphrey	P.O. Box 623, Minden, NV 89423
Ron Squires	1970 Comstock, Gardnerville, NV 89410
Suzy Stockdale	1650 Lucerne, Minden, NV 89423
	ARTICLE VIII

All persons serving, or who have served, as officers or directors of this corporation, shall be indemnified by this corporation against expenses actually and necessarily incurred by them in connection with the defense of any action, suit or proceeding which they, or any of them, are made parties, or a party, by reason of having been or being directors or officers or a director or an officer of this corporation, except in relation to matters as to which any such director or officer or former director or officer shall be adjudged in such action, suit or proceeding to be liable for intentional misconduct, fraud or knowing violation of Such indemnification shall not be deemed exclusive of any other rights to which those indemnified may be entitled, under any By-Law, agreement or otherwise. Notwithstanding any other provision of these Articles, no director or officer of this corporation shall be personally liable to the corporation or its stockholders for damages for breach of fiduciary duty as a director or officer. This limitation of personal liability does not limit

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the liability of any officer or director for acts or omissions which involve intentional misconduct, fraud or a knowing violation of the law, or for payment of dividends in violation of NRS 78.300.

STATE OF NEVADA

| SECURITY OF DOUGLAS | SECURITY OF DOUGLAS | SECURITY OF DOUGLAS | SECURITY OF DOUGLAS | SECURITY Chamber of Commerce and Visitor's Authority, Inc., after first being duly sworm, deposes and says that he have read the foregoing Certificate of Restated and Amended Articles of Incorporation of the Carson Valley Chamber of Commerce and Visitor's Authority, Inc. and that by a vote of 14 Board of Directors, being all of the Board of Directors present, the

JEM MCFARLAND, President

undersigned President has been authorized to execute the foregoing

Cartificate by a Resolution of the Board of Directors adopted on

the 4th day of October, 1995, and that this Certificate correctly

sets forth the text of the Articles as restated and amended as of

SUBSCRIBED AND SWORN before me this // day of Citch . 1995

MUTARY PUBLIC

MILOS TERZICH
Platiny Públic - Game of Muscula
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ter APPORTMENT EXPERIMENT 25, 100

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this date.

STATE OF MEVADA

COUNTY OF DOUGLAS

The undersigned, ROXANNE STANGLE, Acting Secretary of the Carson Valley Chamber of Commerce and Visitor's Authority, Inc., after first being duly sworn, deposes and says that she has read the foregoing Certificate of Restated and Amended Articles of Incorporation of the Carson Valley Chamber of Commerce and Visitor's Authority, Inc. and that by a vote of 14 Board of Directors, being all of the Board of Directors present, the undersigned Acting Secretary has been suthorized to execute the foregoing Certificate by a Resolution of the Board of Directors adopted on the 4th day of October, 1995, and that this Certificate correctly sats forth the text of the Articles as restated and amended as of this date.

SUBSCRIBED AND SWORM before me this 3rd day of November, 1995.

SUBAN O. SMITH Notary Poblic - State of Necesia and Recorded in Complex Com-

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#### RESOLUTION OF THE BOARD OF DIRECTORS OF THE CARBON VALLEY CHANGER OF COMMERCE AND VISITOR'S AUTHORITY, DEC.

#### A Mevada Corporation

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On the 4th day of October, 1995, at a regularly scheduled meeting of the Board of Directors of the Carson Valley Chamber of Commerce and Visitor's Authority, Inc., it having been brought to the attention of the Board that the original Articles of Incorporation expire on or about November 26, 1995, and after motion being made and duly seconded, a quorum of the Board of Directors being present, the following resolution was unanimously

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passed:

RESOLVED, that the Articles of Incorporation of the Valley Chamber of Carson Commerce and Visitor's Authority, Inc., be restated and amended pursuant NRS 82.371 and MRS 82.356 to read as follows:

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#### ANTICLE I

The name of the corporation shall remain as THE CARSON VALLEY CHAMBER OF COMMERCE AND VISITOR'S AUTHORITY, INC.

#### ARTICLE II

This corporation is organized pursuant to Section 501(c)(6) of the Internal Revenue Code as amended and upon dissolution, any assets of the corporation must be distributed to any person or entity which is recognized as exempt under Section 501(c) of the Internal Revenue Code as amended.

#### ARTICLE III

This corporation is a nonprofit corporation, without capital stock, which will not distribute any gains, profits or dividends to its members. Its purposes shall include, but not be

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limited to, serving the Carson Valley area of Douglas County in the following manners:

- Serving as a clearinghouse for general information; providing a vehicle for orderly development of the community by encouraging ideas and representation from within; promoting the economic, educational, cultural, recreational and social walfare the residents,  $\circ f$ property owners, business enterprises and investors in said area.
- Preserving and protecting the competitive enterprise system of business by: creating a better understanding and appreciation of the importance of business people and concern for their problems; educating the business community and representing them in city, county, state and mational legislative and political affairs; preventing or addressing controversies which are detrimental to expansion and growth of business and the community if they arise.
- Promoting the general welfare and prosperity of the Carson Valley area, so that its citizens and all areas of its business community shall prosper. All necessary means of promotion shall be provided and particular attention and emphasis shall be given to the economic, civic, commercial. cultural, industrial and educational interests of the area.
- The chamber will be the designated tourist marketing organization for the Carson Valley and surrounding areas. portion of the Douglas County Lodgers Tax and "room tax" revenues granted from the rental of transient lodging. authorized by Nevada Revised Statutes are granted to the chamber. The chamber will advertise, publicize and promote

the projects specified within the law. The chamber shall also advertise the resources of Carson Valley and surrounding areas related to tourism, including available accommodations, transportation, entertainment, natural resources and climate and promote "special events" related thereto.

e. Any other lawful activity within the objects or purposes of the corporation.

#### ARTICUM\_IV

The number of the board of directors shall remain at 15, but the number of such directors may be fixed and altered from time to time by the By-Laws of the corporation.

#### ARTICLE V

The period of existence of this corporation shall be perpetual, unless there is a marger or dissolution pursuant to Chapter 82 of the Nevada Revised Statutes.

#### ARTICLE VI

Except as otherwise provided in MRS 82.136 and 82.536 and Chapter 35 of MRS, no action may be brought against any officer or director of this corporation based upon any act or emission arising from failure in his or her official capacity to exercise due care regarding the management or operation of this corporation unless the act or emission involves intentional misconduct, fraud or knowing violation of the law.

#### ARRICLE VII

All persons serving, or who have served, as officers or directors of this corporation, shall be indemnified by this corporation against expenses actually and necessarily incurred by them in connection with the defense of any action, suit or

proceeding which they, or any of them, are made parties, or a party, by reason of having been or being directors or officers or a director or an officer of this corporation, except in relation to matters as to which any such director or officer or former director or officer shall be adjudged in such action, suit or proceeding to be liable for intentional misconduct, fraud or knowing violation of Such indemnification shall not be deemed exclusive of any other rights to which those indemnified may be entitled, under any By-Law, agreement or otherwise. Notwithstanding any other provision of these Articles, no director or officer of this corporation shall be personally liable to the corporation or its stockholders for damages for breach of fiduciary duty as a director or officer. This limitation of personal liability does not limit the liability of any officer or director for acts or omissions which involve intentional misconduct, fraud or a knowing violation of the law, or for payment of dividends in violation of MRS 70.300.

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The undersigned, being President of the Carson Valley Chamber of Commerce and Visitor's Authority, Inc. hereby certifies that the foregoing Resolution was passed as hereinabove stated.

JIH MCFARLAND, President

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.J. .

AITEST:

ROXANNE STANGLE
Acting Secretary

STATE OF NEVADA ) SS.
COUNTY OF DOUGLAS )

On this <u>AB</u> day of <u>C.C. ha.</u>, 1995, personally appeared before me, a Motary Public, JIM MCFARLAND and ROMANNE STANGLE, known to me to be the President and Acting Secretary, respectively, of the Carson Valley Chamber of Commerce and Visitor's Authority, Inc., who acknowledge that they executed the above Resolution.

WOTARY FURLIC



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_		CARGOS VALLEY CHANGER OF COMMERCE AND VISITORS	
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# **Gardnerville Town Board**





- 1. For Possible Action: Discussion on a Land Division Application (LDA 12-018) for Greg Urrutia, New Beginnings Housing, LLC., a request for a tentative parcel map to subdivide 8.26 acres into 3 parcels, the smallest being 1.21 acres. The subject property is located at 1331 Stodick Parkway, within the MFR (multi-family residential, 9,000 square foot parcel size) and PD (planned development) Overlay Zoning District of the Minden-Gardnerville Community plan (APN:1220-03-202-001).
- 2. **Staff's Recommended Motion:** to conditionally approve the proposed parcel map for Greg Urrutia, New Beginnings Housing, LLC., APN 1220-03-202-001, to divide the 8.26 acre parcel into three parcels and approve (or modify per the board discussion) staff's conditions identified in the attached report.

Funds Available: 
☐ Yes 
☐ N/A

3. Department: Administration

Prepared by: Tom Dallaire

4. Meeting Date: November 6, 2012 Time Requested: 20 Minutes

5. Agenda: ☐ Consent ☐ Administrative

Background Information: The site, located at 1331 Stodick Parkway between Heritage Bank and Arbor Gardens, was previously planned to house apartment style condos that were part of the Oakwood Specific Plan and Planned Development Overlay. With the approval of Stone Creek, the project and planned development was changed to 72 individual, smaller homes and was slated to be a low income housing project. Oakwood Planned Development and the Stone Creek Planned Development have expired and are no longer valid. At the May 1, 2012 Town Board meeting, Greg Urrutia, asked the Board to provide a letter of support for him to obtain the housing credits required for the project to proceed. We are looking at this map now because Greg was able to obtain the credits needed for this project. Now the New Beginnings Housing, LLC. is proposing to construct 30 units of affordable senior housing within the town. This tentative parcel map is to subdivide the existing 8.26 acre property into three parcels enabling them to secure funding and develop the proposed site for the use of affordable senior housing. The proposed project will also include improving the adjacent detention pond to a condition similar to the pond at Stodick Estates. This pond location is identified on the parcel map as the 1.21 acre parcel and it will eventually be dedicated to the town as a regional storm drain detention pond facility maintained by the town. No additional funding is identified for the maintenance of the regional pond.

6.	<b>Other Agency Review</b>	□ <sub>N/A</sub>	
7.	<b>Board Action:</b>		
	Approved Denied	Approved with Modifications Continued	



Paul Lindsay, Chairman Ken Miller, Vice Chairman Mike Philips, Board Member Linda Slater, Board Member Lloyd Higuera, Board Member

# **MEMORANDUM**

Date: October 31, 2012

To: Gardnerville Town Board

From: Tom Dallaire, P.E., Town of Gardnerville

Subject: LDA 12-018 (Tentative Parcel Map); New Beginnings Housing, LLC., Located in

the Town of Gardnerville at 1331 Stodick Parkway APN: 1220-03-202-001

### I. TITLE:

**For Possible Action:** Discussion on a Land Division Application (LDA 12-018) for Greg Urrutia, New Beginnings Housing, LLC., a request for a tentative parcel map to subdivide 8.26 acres into 3 parcels, the smallest being 1.21 acres. The subject property is located at 1331 Stodick Parkway, within the MFR (multi-family residential, 9,000 square foot parcel size) and PD (planned development) Overlay Zoning District of the Minden-Gardnerville Community plan (APN:1220-03-202-001).

# II. RECOMMENDATION

Staff's Recommendation to the Gardnerville Town Board is to Conditionally Approve the Land Division Application (LDA) 12-018, for New Beginnings Housing, based on the findings and conclusions in the staff report and subject to the following recommended conditions:

The following are Staff's recommended Conditions of Approval prior to the Final Map Submittal after the **First Review** of the Land Division Application:

- 1. The map shall be revised to show parcel designations to be in alphanumerical order (3A, 3B, 3C).
- 2. The map shall be revised to show the storm drain easement for the new storm drain line into the pond from the south as shown in the drainage study.
- 3. Parcel 3C's frontage along Crestmore Dr shall be enlarged to accommodate a shared driveway concept to ensure adequate access to Parcel 3C and provide vehicle and or truck maneuverability into the parcel from this dead end street, which does not have a turnaround bulb. This modification would also create a landscape area along the street frontage where a monument sign can be installed with any future development.
- 4. The improvement plans shall include the current Special Flood Hazard Areas per FEMA Panel 265G including the LOMR that went into effect on October 22, 2012.
- 5. The applicant shall submit improvement plans for review and approval. Plans shall be in conformance with Douglas County Design Criteria and Improvement Standards (DCDCIS) Division 7, and the Town of Gardnerville design standards.



# NOTE's from Board Meeting:

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# III. DISCUSSION AND EVALUATION

<u>Master Plan and Zoning Consistency</u>: The project site is designated in the Master Plan as RA-MG (Receiving Area-Minden Gardnerville Community Plan).

The project is zoned as MFR (Multi-Family Residential) on a overlay zoning district within a PD (Planned Development).

**Phasing:** The proposed Parcel Map splits up the existing parcel into 3 smaller parcels. The first phase of development will include parcels 3A and 3D. Parcel 3A will include the proposed building and parking facilities. Parcel 3C will be left undeveloped at this time with the potential for additional development and placement of another housing building or alternative use within the MFR zone. Parcel 3D is to remain the existing regional detention pond which will be improved to a dual use facility, a park and detention pond. This parcel will be dedicated to the Town for ownership and maintenance upon completion of the project.

<u>Traffic</u>: The traffic study submitted was originally prepared in 2007 for the Stone Creek Planned Development (Stone Creek) which has since expired. The traffic study included a letter regarding the applicability of the previous study which showed the Year 2027 background plus project AM and PM peak hour traffic conditions with levels of service A and B. Stone Creek study was based on 72 units of single family detached and attached units. Parkway Vista Apartments is currently proposing 30 units of affordable senior housing which significantly reduces the ADT for the current project with the possibility of similar or lower ADTs at final build out.

<u>Drainage</u>: The existing parcel drains to the west with the southerly portion being intercepted by a tail water ditch that flows south to the existing irrigation ditch along the south property line. The western most portion of the site is an existing unimproved detention pond that is part of a regional detention system. The system includes the Crestmore pond, located north of Stodick Parkway and discharges storm water into south pond. These two ponds accepts the storm water discharge from Crestmore Apartments, a small portion of Stodick Parkway, Arbor Gardens and all the post developed storm water from the existing 8.26 acre parcel.

According to the provided conceptual drainage study the existing southerly portion of parcel 3D is to be constructed so that it will drain to the detention pond in the future. An easement for the proposed storm drain line will need to be provided on the Final Map for this future connection that needs to cross the New Beginnings parcel 3A.



<u>Floodplain</u>: With the revised Pine Nut Watershed LOMR being accepted by FEMA and became effective on October 22, 2012 the floodplain designations has changed for this parcel and the majority of the site is now within the 500 year flood plain and a majority of proposed Parcel 3D is within Special Flood Hazard Area AO-2. The AO-2 designation means that during a 100 year flood event the specified area will be flooded to a 2 foot depth. This is identified in the LOMAR because the pond was an existing depression when the study was done.

### IV. TENTATIVE MAP FINDINGS

Pursuant to County Code, Section 20.712.060, the following findings must be made for approval of a Tentative Parcel Map:

1. The property to be divided is zoned for the intended uses and the density and design of the division conforms to the requirements of the zoning regulation contained in the development code.

**Staff response:** The property to be subdivided is zoned for the intended use. The 30 units on the proposed 2.02 acres is less than the density of 16 units per acre that is allowed within this zone. The Master Plan designation is RA Receiving Area which allows for this new development.

2. The proposed parcel map conforms to public facilities and improvement standards of this land development code.

**Staff response:** Based on the submitted conceptual studies this map conforms to public facilities and improvement standards. The map needs to include the storm drain easement on parcel 3C required to convey storm water from Parcel 3C to Parcel 3D.

3. The proposed parcel map conforms to the improvement and design standards contained in this title.

**Staff response:** Based on the submitted conceptual studies this map conforms to public facilities and improvement standards.

4. There are no delinquent taxes or assessments on the land to be divided, as certified by the county treasurer.

Staff response: Douglas County staff is addressing this issue within their Staff report.

5. The project is not located within an identified archeological or cultural study area, as recognized by the county. If the project is located in a study area, an archeological resource reconnaissance has been performed on the site by a qualified archeologist and any identified resources have been avoided or mitigated to the extent possible per the findings in the report.

**Staff response:** The property is not located within a known or identified archeological or cultural study area recognized by Douglas County.



# Conclusion:

The proposed Tentative Parcel Map complies with the findings required by County Code, Chapter 20.712 *Parcel Maps*.

Based on the findings and conclusions in this staff report, staff recommends to the Gardnerville Town Board **Conditional Approval** of the Tentative Parcel Map with the conditions previously stated in this report and any other conditions discussed during the item at the Town Board meeting. These conditions will be shared with County staff for the Planning Commission and Board of County Commissioners in their consideration of this item.



# V. ALTERNATIVES/OPTIONS

The Gardnerville Town Board options for reviewing this Tentative Parcel Map are as follows:

1. Recommend approval of the project to Douglas County Staffs, subject to the conditions found within the staff report:

**Advantages**: The Town Board would be recommending conditional approval of a project, which would meet the findings for a tentative parcel map and Town Goals. This would enable the developer to move forward with securing funding to provide the needed affordable senior housing in Gardnerville.

Disadvantages: None identified at this time.

2. Recommend denial of the proposed project to Douglas County:

Advantages: None identified at this time.

**Disadvantages:** This would prevent the developer from moving forward with the project which may jeopardize their ability to receive the grant funding that will enable them to construct the affordable senior housing which Gardnerville needs. The parcel will remain vacant.

3. Continue this request with the applicant's consent to address other items that may arise as a result of the public hearing that need to be addressed prior to granting approval or denial:

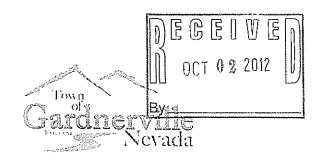
**Advantages:** If other issues are brought up at the meeting that were not addressed by staff or the applicant and the Town Board Members would like further review of the project, with the concurrence of the applicant, the Town Board should continue the item to a time certain in order for the issue to be explored and possibly resolved. This will result in a more informed decision.

**Disadvantages:** This would prevent the developer from moving forward with the project which may jeopardize their ability to receive the grant funding that will enable them to construct the affordable senior housing that Gardnerville needs.

# Attachments:

1) Applicant's Statement of Justification

Town of Gardnerville 1407 Highway 395 North Gardnerville, Nevada 89410 (775) 782-7134 (775) 782-7135 facsimile www.gardnerville-nv.gov



Pd cK # 3062 \$75-

# PROJECT REVIEW APPLICATION

Location Street Address: 1331 Stodick Parkway Assessor's Parcel Number: 1220-03-202-001 Current Zoning Designation: MFR-PD	
Project Description The proposal is to divide a 8.26 acre parcel into four pare	cels.
Applicant: Name: New Beginnings Housing Nevada, LLC - Greg Un Address: 3995 Caughlin Creek Road, Reno Nevada 895 Telephone Number: (775)575-2475	19
Owner: Name: EAGLE SPE NV I INC Address: 6005 Plumas St, STE 300, Reno Nevada 8951 Telephone Number: (702) 240-0556	9 Fax Number: (702) 254-0443
Engineer: Name: R.O. Anderson Engineering, Inc. Address: 1603 Esmeralda Avenue, Minden Nevada 8942 Telephone Number: (778) 782-2322	23 Fax Number: (775) <u>782-7084</u>
By signing this application, the applicant agrees reasonably incurred by the town in the process of reengineering and legal expenses. A \$75 deposit is included	to reimburse the Town of Gardnerville for all expenses viewing the application, including but not limited to
Applicant or Applicant's Representative:  Keith Ruben, AICP  Printed Name  Signature	Date idalo

{When projects are located or proposed to be located within the Town of Gardnerville, Douglas County requires review and comment by the Town Board before making a final decision on the project. The Town of Gardnerville makes recommendations to Douglas County on all development to be located within the township boundaries. Douglas County will not render a decision until a letter of recommendation has been submitted by the Town.}

(Application and all materials related to the project review need to be submitted to the Town office by the Friday two weeks before the Board Meeting.)

Douglas County Community Development 1594 Esmeralda Avenue Post Office Box 218 Minden, Nevada 89423 (775) 782-6217

# LAND DIVISION APPLICATION

# INSTRUCTIONS TO APPLICANT

The following application form is provided for persons who propo Byo submit a Land Division Application with Douglas County.

As an applicant, you must complete this form and incorporate all requested information, as prescribed by the application submittal requirements, before the application is accepted for processing by the Community Development Department.

FOR STAFF USE ONLY

Receipt Number

File Number

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A. Application for (check all applicable):

O BOUNDARY LINE ADJUSTMENT O DIVISION OF LAND INTO LARGE PARCELS O VARIANCE TO IMPROVEMENT STANDARDS O MINOR MODIFICATION	D MAJOR MODIFICATION  O PARCEL MAP, TENTATIVE  O PARCEL MAP, FINAL  O REVERSION of MAP/LOT CONSOLIE  O SUBDIVISION MAP, FINAL	
B. Project Location		
Street Address (if available): 1331 Stodict		Gardnerville
Assessor's Parcel Number(s): 1220-03-20	02-001	
8 I a	Feet <u>East or West of U.S. Highwa</u> (Circle one) (Street No. ***********************************	Name) ay 395 ne) 中华华奇古奇古古古李孝孝帝李孝孝孝孝孝孝帝本帝帝帝帝李孝
Current Zoning district: MFR-PD	Current Master Plan designation:	Receiving Area
r loodplain designation (from FIRM maps):	: Zone "X" FIRM #: 32005C0265G	FIRM Date: 1/10/2010
List any previous applications that have be Limited Partnership Affordable Housing Agre	en filed for this site. Drive one o	akwood Specific Plan, Crestmore

APPLICANT:		
Contact Name: Greg Urrutia	Company: New Beginnings Housing	u c
Address: 3995 Caughlin Creek Road	_City/State/Zip: Reno, NV 89519	LLO
Telephone No: (775) <u>575.2475</u>	Fax No: ( 775 ) 746.9359	
E-mail Address:greg@nbhousing.com		
OWNER:		<del></del>
Contact Name: Richard Yach, Vice - President	Company: EAGLE SPE NV LINC	
Address: 10501 W. Gowan Rd., STE 230	City/State/Zip: Las Vegas, NV 89129	
Telephone No: (702) 240-0556	Fax No: (702 ) <u>254-</u> 0443	
E-mail Address: RYach@BBandT.com		
engineer/representative:		
Contact Name: Keith Ruben, AICP	Company: R.O. Anderson	
Address: 1603 Esmeralda Ave	City/State/Zip: Minden, NV 89423	<del></del>
Telephone No: (775) 782.2322	Fax No: ( 775 ) 782.7084	
E-mail Address: kruben@roanderson.com		
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application.	have read the foregoing Letter of Authorization	t in this
OWNER(s) Of RECORD: (Include extra sheets if n	necessary)	
Eagle SPE NVI, INC Richard VACH	VP VP	9.28-12
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	gnature	Date
Note: For permits requiring a public hearing, this appropriation, all stockholders and officers (Douglas C. I certify under penalty of perjury that I am the application herein and the information herein submitted, are in all responding to a standard engineering scale (e.g., 1"=20", 1"=50", 1"=1 appropriate to the project size, and clearly define and identification.  APPLICANT/APPLICANT'S REPRESENTATIVE	ounty Code 20.04.010), and and that the foregoing statements and answers a sects true and correct. I also certify that all plans Revised Statutes and Douglas County Code, have 100') or architectural scale (e.g., 1/4"=1', 1/8"=1') this all of the required information.	s and, if a contained and
Printed Name Sig	maturè	Date

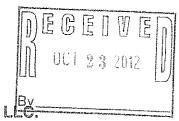
Land Division Application July 2010
Page 2 of 11
P/Planning and Development/Applications and Forms/Land Division Application

# v Anderson

September 27, 2012 Revised October 22, 2012

Douglas County Community Development Post Office Box 218 Minden, Nevada 89423

Statement of Justification/Project Description
Tentative Parcel Map for New Beginnings Housing, L.



To Whom It May Concern:

On behalf of the applicant, New Beginnings Housing, LLC., please consider this letter our statement of justification and project description for a Tentative Parcel Map.

The applicant is requesting a tentative parcel map to divide 8.26 acres into three parcels, the smallest being 1.21 net acres in size. The tentative map is located on the southwest corner of Stodick Parkway and Crestmore Drive in the Minden-Gardnerville Planning Area and is listed as Assessor's Parcel Number 1220-03-202-001. The site is zoned MFR- PD (Multifamily with a Planned Development Overlay) and has a Master Plan designation of Receiving Area.

# Tentative Parcel Map Findings:

The following is our analysis of the required findings for a Tentative Parcel Map pursuant to Douglas County Code Section 20.712.060.

- A. The property to be divided is zoned for the intended uses and the density and design of the subdivision conforms to the requirements of the zoning regulations contained in this code;
- **Comment:** The proposal conforms to the requirements of the development code. The proposal is consistent with the density as identified in the existing zoning and Master Plan designations.
- B. The proposed parcel map conforms to public facilities and improvement standards of this land development code;
- **Comment:** The parcel map will extend public road improvements along with necessary utility extensions to serve all of the proposed parcels. Will-serve letters have been provided for all utility services.

# Anderson

Statement of Justification New Beginnings Housing, LLC Tentative Parcel Map October 22, 2012 Page 2 of 2

C. The proposed parcel map conforms to the improvement and design standards contained in this title;

**Comment:** The proposed parcel map will conform to the County's design standards for public improvements.

D. There are no delinquent taxes or assessments on the land to be divided, as certified by the county treasurer;

**Comment:** The taxes have been paid in full for this fiscal year as evidenced by the Treasurer's receipt provided with the application materials.

E. The project is not located within an identified archeological or cultural study area, as recognized by the county. If the project is located in a study area, archeological resource reconnaissance has been performed on the site by a qualified archeologist and any identified resources have been avoided or mitigated to the extent possible per the findings in the report.

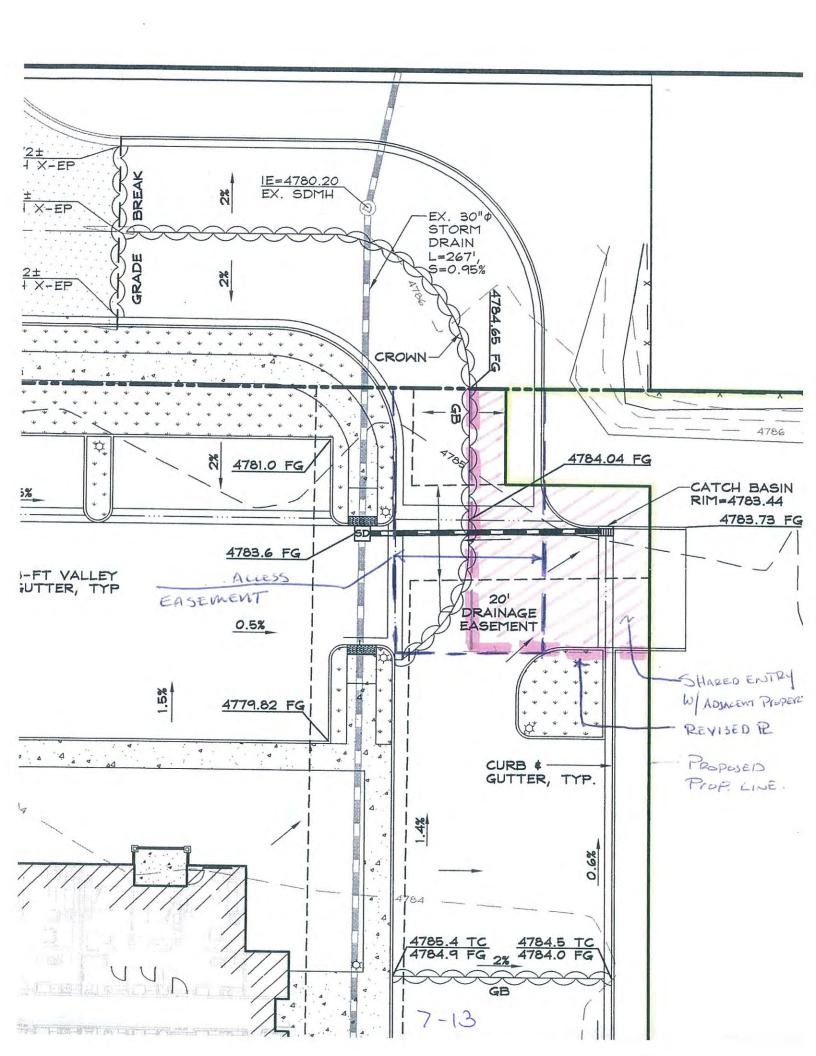
**Comment:** The project is not located within and identified archeological or cultural study area.

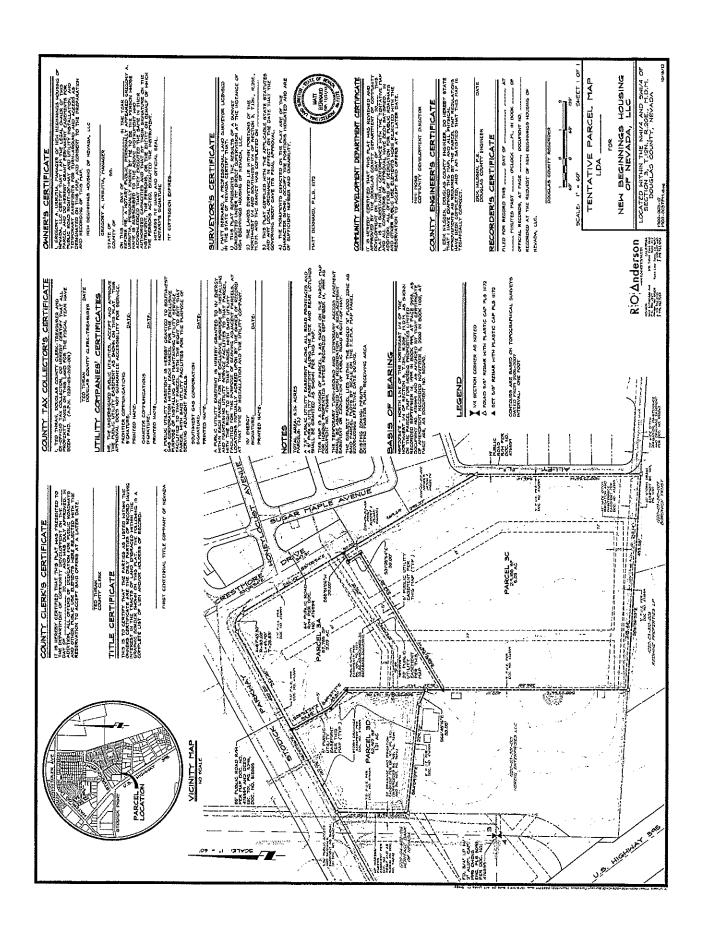
Thank you for your consideration regarding this tentative parcel map. Should you have any further questions, please do not hesitate to contact me.

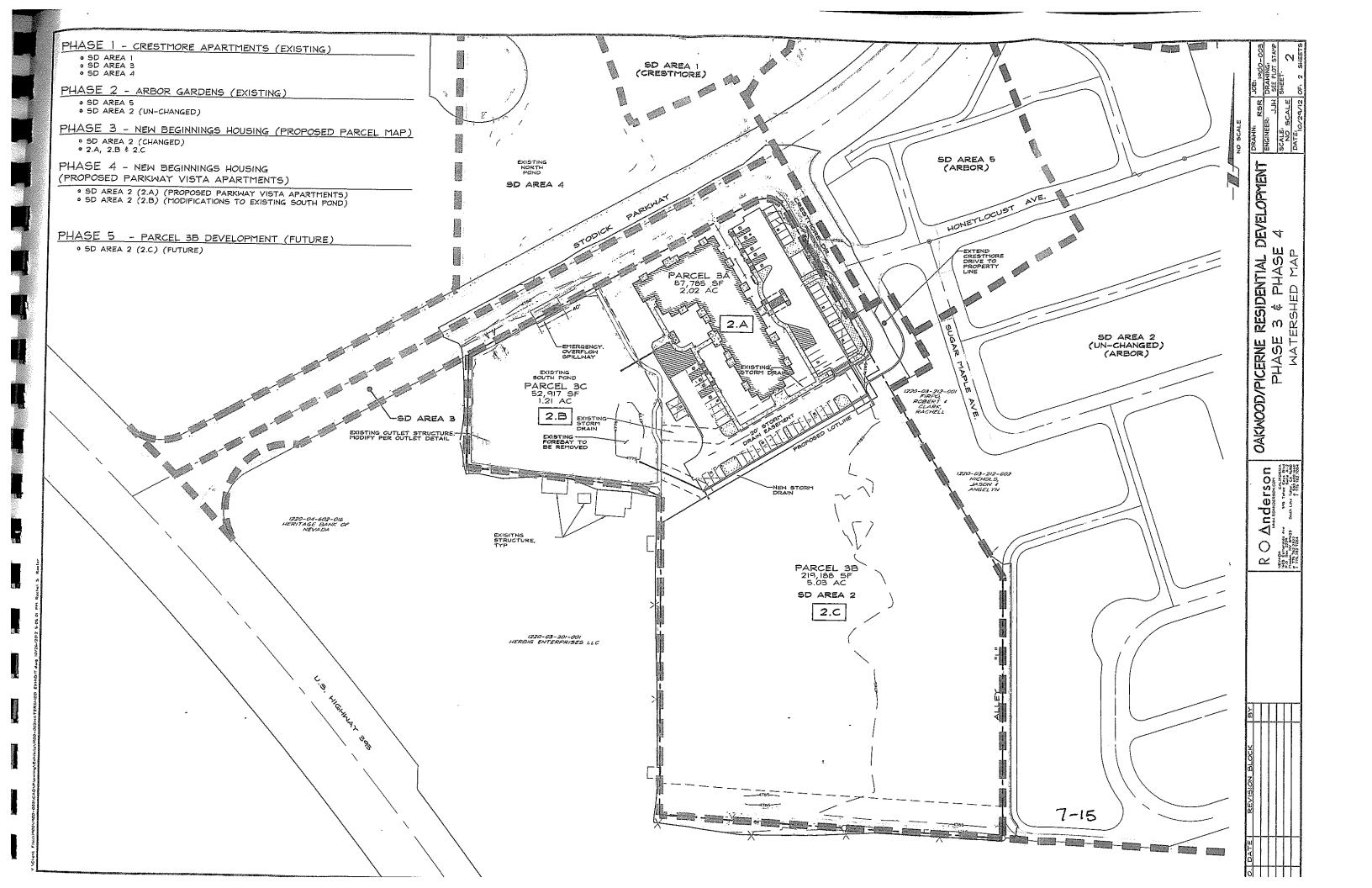
Sincerely,

R.O. ANDERSON ENGINEERING, INC.

Keith E. Ruben, AICP Director of Planning







# **Gardnerville Town Board**





1.	Monthly Report of activities for October	n the Main Street Program Manager's er 2012. (approx 5 minutes)
	Funds Available: □Yes	X N/A
2.	Department: Main Street Program	
	Prepared by: Paula Lochridge	
3.	Meeting Date: November 6, 2012	Time Requested: 5 minutes
4.	Agenda: □ Consent X Administ	trative
5.	Background Information: See attached	ı
6.	Other Agency Review of Action:	X N/A
7.	Board Action:	
	□Approved □Approved with □ □Denied □Continued	Modifications



To: Gardnerville Town Board

Fr: Paula Lochridge, Main Street Gardnerville Program Manager

Re: Program Manager's Report for November 6, 2012

# **Committee Updates:**

I will be "graduating" from Leadership Douglas County on November 20<sup>th</sup>. Being a part of this program has really opened my eyes to more of what is offered and available right here in Douglas County. The connections I've made I'm sure will prove to be invaluable over the years.

# **Economic Restructuring:**

- I was interviewed about our Revolving Loan Fund on Friday, October 5<sup>th</sup> by John Seelmeyer, with Northern Nevada Business Weekly. He is also interviewing one of our applicants, Rick Ackerson. The article should be in the November 12<sup>th</sup> edition.
  - We currently have 2 loan packets out and another one has been turned in for review by our Loan Committee.

# Organization:

- Focusing on Memberships/Sponsorships/Fundraising.
- Since our volunteer base seems to have evolved over the past year or two, thanks to many successful projects and events, we thought it was time to make sure all of our volunteers are still on the same page when it comes to the Main Street Gardnerville Program's Mission. This purpose of this meeting will be to review a few things and to share some ideas on running meetings, motivating volunteers, engaging the community, etc.
- Monthly morning coffee meetings are going well. Feel free to join us the first Tuesday of each month, 8:30 -9:30 am at Sharkey's Casino (in the Rib Room).

### **Promotions:**

- Holiday Shopping Bazaar (November 10<sup>th</sup> at St. Gall Church, 11 am 4 pm)
  - o We have completely sold out of all vendor space with 44 vendors participating.
  - We have over 70 raffle and silent auction items.
  - o More details on this event are in your packet.
- Cash Mob
  - Our first Cash Mob which was held on Saturday, October 6<sup>th</sup> at Fresh Ideas went very well. The owner had close to 40 people come in that said they were there for the "Cash Mob".

- Our second Cash Mob will be held on Saturday, November 3<sup>rd</sup> at Candles 'N Crafts in Stratton Center, 10 am − 4 pm.
- o Details on this event are in your packet.
- Merry Main Street
  - O Plans are to focus more on the down town district, promoting Main Street Gardnerville is "open for business" and promote everything that will be taking place throughout the day at various businesses, including the Museum.
  - Volunteers will be working on decorating a float for the Parade of Lights on December 1<sup>st</sup>. This float effort is in conjunction with the Town of Gardnerville.

# Design:

- The Fall Harvest Celebration that was held on Saturday, October 13<sup>th</sup> was well attended. Details are in your packet.
- Volunteers will be personally delivering "Light Up Gardnerville" letters to businesses in the Main Street District. See letter in your packet.

Thank you so much for your continued support of the Main Street Gardnerville Program!

Paula Lochridge,

Aula Sochridge

Main Street Gardnerville Program Manager

# **Upcoming events:**

- Cash Mob, Saturday, November 3rd (Candles 'N Crafts in Stratton Center)
- Holiday Shopping Bazaar, Saturday, November 10<sup>th</sup> at St. Gall Church
- Carson Valley Christmas Kickoff, Wednesday, November 28<sup>th</sup> at Heritage Park. Includes refreshments, entertainment and fireworks.
- Merry Main Street/Parade of Lights, Saturday, December 1<sup>st</sup>
- Cash Mob, Saturday, December 1<sup>st</sup> (location announced soon)



49'er Trading Co. ■ A Touch of Class ■ Addah Dunn ■ Avenue M
■ Avon ■ Bag Ladeez ■ Bain Tussler's Dry Rub & Sauce ■
BeautiControl ■ Beauty Society ■ Carol's Creations 2 (Carol's
Corner) ■ Cookie Lee ■ Costco Wholesale ■ Earthly Creations by
Gail ■ East Fork Gallery ■ Erinheart Creations ■ Flawless Faces
by Rodan & Fields ■ H2O at Home ■ Heartstrings ■ It Works! ■
Judy's Craft Corner ■ K.C. Koyote ■ Katie's Krafts ■ Kriss
Krystals ■ LaLee Pops ■ Lariat Rope Design ■ Made in Genoa
Vintage Jewelry Designs ■ Main Street Gardnerville ■ Market Café
■ Mary Kay Cosmetics-Penny Hastings Independent Beauty
Consultant ■ Nana's Special Things ■ Pampered Chef & Jambarry
Nails ■ PartyLite ■ Premier Design Jewelry ■ Sagebrush Soap
Factory ■ Scentsy ■ Sierra G's ■ Silver State Trivia ■ Skip Pardee
■ Tahoe Bath Works ■ Tinycakes Cupcakery ■ Treasures from
Many Lands ■ Urban Jungle ■ Verizon Wireless ■ Wildtree

# Starbucks roasting plant receives manufacturing awar

bucks Carson Valley Roasting Plant in Johnson Lane the 2012 recipient The Association of Manufacturing Excellence has named the Starof its Manufacturing Excellence Award.

the plant ships directly to Starutes 12 different kinds of coffee bags packed with either ground or whole-bean coffees. From there, The plant produces and distribbucks stores and food service loca-

"There is effective protocol for deploying key company goals and a regular practice of sending people from the plant to visit stores, grow-Paul Kuchuris, AME president. "They also change the themes of each weekly leadership meeting to focus items, operational excellence and the like, and this has proven very ers and suppliers," said effective for them."

AME's Manufacturing Excellence Awards honor North American manufacturing plants that "demonjourneys toward enterprise excellence through continuous improvement over a three-year peri-

a ceremony Oct. 16 in Chicago.

AME, visit www.ame.org.

on different areas like safety, action strate significant progress in their 5

The award was presented during For more information about



Special to The R-C Cash mobbers Martha O'Neill, Paula Lochridge, Lisa Granahan and Donna Theriault at Fresh Ideas Oct. 6.

cash mob campaign Gardnerville runs Main Street

ues its "cash mob" economic stim-Main Street Gardnerville continulus campaign to strengthen the local economy.

A cash mob is comparable to a flash mob, but instead of singing and dancing, cash mobbers join together and commit to spending \$10-20 at a predetermined local

Cash mob businesses are select-

ed via random drawing of Main Street members.

The town's first cash mob took coming cash mob will take place at Candles 'N Crafts, 1540 Highway 395, Suite 2, during regular busiplace Oct. 6 at Fresh Ideas. The upness hours, 10 a.m.-4 p.m., Nov. 3

nerville Cash Mob" then invite Locals are asked to join the Facebook group "Main Street Gardtheir friends to do the same.

izing your social media contacts "Help us spread the word by uti-

and friends to make an impact on MSG Manager Paula Lochridge our locally owned businesses, said in a press release.

pendent Business Alliance, when a consumer spends \$100 in a locally According to the American Indethe community.

When that same \$100 is spent in a national chain store, only \$13

For more information, call 782.

Reno to host

Startup Weekend, a national Startup Weekend

business-launching event, is coming to Reno for the irst time Feb. 22-24. grassroots

Startup Weekend Reno will coners, designers and startup enthusiasts with mentors and resources for a weekend of sharing ideas, formnect local entrepreneurs, developing teams and launching startups.

On the first night, attendees is spent in groups formulating the most popular ideas - often web pitch their ideas in 60 seconds or ess. The remainder of the weekend and mobile applications - with the help of mentors and seasoned startup entrepreneurs.

It culminates with presentations in front of bankers, venture capitalists, and marketing and sales gurus, who provide critical feedback.

"GOED is proud to back this Roughly 80 percent of participants continue working with their team over 36 percent of participating groups are still going strong after kind of innovative, grassroots effort that leads to real job creation. or startup after the weekend, and three months," said GOED Executive Director Steve Hill

Registration is open to everyone, online at swreno.org.



# Main Street Gardnerville

continues with its

# "Cash Mob"

Economic Stimulus Campaign

A "Cash Mob" is a new movement aimed at supporting local businesses and rebuilding communities.

"Cash Mobbers" join together and commit to spending \$10-20 at a predetermined local business.

The next "Cash Mob" will take place on Saturday, November 3rd at Candles 'N Crafts, 1540 Main Street (Hwy 395), Suite #2 in the Stratton Center in Gardnerville.

Show up anytime during *Candles 'N Crafts* regular business hours **10 am – 4 pm** on **November 3rd** and commit to investing \$10-20 back into our local economy.

A Cash Mob is just one way that a shopper can have a huge impact on our local economy.

# Find us on Facebook at "Main Street Gardnerville Cash Mob"

According to the American independent Business Alliance, when a consumer spends \$100 in a locally owned business, \$45 of it stays in the community. When that same \$100 is spent in a national chain store, only \$13 stays local.

Main Street Gardnerville

Ph: 775.782.8027 1407 Main Street (Hwy 395 N), Gardnerville, NV 89410

V 89410 Fax: 775.782.7135

www.MainStreetGardnerville.org

Main Street Gardnerville is a 501c6 corporation and an equal opportunity provider.

Letter sent to the Editor...



# HARVEST CELEBRATION AT HERITAGE PARK GARDENS

# EDITOR:

Saturday, October 13, was a special day at the community gardens next to Heritage Park. It marked the conclusion of the first growing season and was celebrated by committee members, gardeners who used the growing areas this past year and many visitors who came to see and share the fruits of the gardens. Everyone was excited with the outcome of the first year's labor. A number of individuals grew vegetables for their own use. Two young boys planted flower seeds last Spring and grew a beautiful bed of flowers that were enjoyed by all. The special plots planted for the Food Closet prospered and several hundreds of pounds of fresh produce were distributed. Pumpkin vines covered open spaces and produced over 85 pumpkins that were picked by the first 50 children who came to attend the Saturday event. Dozens of volunteers worked throughout the year to pull weeds, rake, shovel, and plant. We built a hoop house and a fence and accomplished many other tasks as needed. Special thanks goes first and foremost to the town of Gardnerville for its support of our efforts. We are also grateful to Hussman Land & Livestock owners for contributing the hay bales used to make our raised beds, to Joe Beningo's Tree Service for delivering a truckload of mulch, to Dink at Genoa Trees for his assistance with our soil and to the Rite of Passage Crew that helped with fence construction. We appreciate all the donations of plants and help from the Cooperative Extension and Master Gardeners. It has been a great community effort. Anyone interested in participating next year, please contact Paula at the Main Street Gardnerville office at 782-8027 and she will direct your call our way.

Carol Sandmeier On behalf of the Heritage Park Gardens Committee and Main Street Gardnerville

Contact information:

782-3903

cjsandmeier@aol.com

A few photos taken at the event are attached





# LIGHT UP GARDNERVILLE



The Design Committee of Main Street Gardnerville invites all of the business and home owners along Main Street and the adjacent side streets to brighten the holiday season by decorating with lights.

We encourage you to decorate your establishments by Wednesday, November 28<sup>th</sup> to coincide with the Town of Gardnerville's annual Carson Valley Christmas Kickoff when we light the Christmas Tree and Pavilion in Heritage Park. And this year, something new has been added... a FIREWORKS DISPLAY!!!

Let's turn Gardnerville into a holiday wonderland! This will encourage people to shop locally and enjoy our beautiful town. We're asking everyone to participate and join us in this joint effort to light up the season.

If you would like help planning your decorations please contact Main Street Gardnerville. We have a volunteer with professional training in decorating and displays. She has offered consultation services free of charge through the Main Street Gardnerville Program. Contact Paula to set this up at 782.8027.

And . . . did you know that the Parade of Lights will start at Heritage Park this year? Throughout the day of the parade on December 1st, our Main Street District is having an Open House. Folks will be invited to come and shop and eat throughout the day and then stay and watch the parade. Let us know by November 20<sup>th</sup> if you plan to do anything special on December 1<sup>st</sup> so that we can help you promote it!



Main Street Gardnerville 1407 Hwy 395 N, Gardnerville, NV 89410 www.mainstreetgardnerville.org

Ph: 775.782.8027

Main Street Gardnerville is a non-profit corporation and an equal opportunity provider.

Fax: 775.782.7135

# **Gardnerville Town Board**

# **AGENDA ACTION SHEET**



- 1. **For Possible Action:** Discussion on the agreement between NDOT and the Town of Gardnerville on the Highway 395 Sidewalk Improvement located between Waterloo Center and Kingslane, authorize the town up to \$50,000 in funding for the project as indicated in the 2011-2012 CIP, and authorize the Chairman to execute the NDOT agreement. The Town Board may approve, approve with conditions, or deny the request, with public comment prior to Board action.
- 2. Staff's Recommended Motion: Approve the cooperative agreement between NDOT and the Town for the Highway 395 Sidewalk Project and authorize the Town to spend up to \$50,000 in funding the project, and authorize the Chairman to execute the NDOT agreement.

Funds Available: 

Yes □ N/A
(Capital Projects 2011-2012) \$50,000 allocated. \$17,000 required per agreement

3. Department: Administration

Prepared by: Tom Dallaire

4. Meeting Date: November 6, 2012 Time Requested: 10 minutes

5. Agenda: ☐ Consent ☐ Administrative

Background Information: The Town submitted for NDOT's 2010 Transportation enhancement grants for the addition of the sidewalk improvements and NDOT's required retaining wall construction from the end of the existing curb return and accessible ramp at Kingslane to the improvements for the Waterloo Center, approximately 100 lineal feet of sidewalk to be constructed. The application was approved by NDOT, and in May of this year the Board approved the execution of the agreement. NDOT further reviewed the agreement and the revised, final agreement is what is being reviewed now. The funds associated with this agreement are \$17,000 of construction costs plus the town will be responsible for additional costs of construction or the design. We will begin working on the design as soon as NDOT executes the agreement so we get credit towards our \$17,000 in funding. This version of the agreement requires us to determine the actual right-of-way and pay for the testing with the construction and the \$50,000 should be enough to cover these additional expenses.

6.	Other Agency Rev	iew of Action: □ Douglas County	□ N/A
7.	<b>Board Action:</b>		
	Approved	Approved with Modifications	
	Denied	□ Continued	

# BRIAN SANDOVAL Governor

#### STATE OF NEVADA

# DEPARTMENT OF TRANSPORTATION

1263 S. Stewart Street Carson City, Nevada 89712

RUDY MALFABON, P.E., Director

In Reply Refer to:

October 9, 2012

Thomas Dallaire, P.E. Town of Gardnerville 1407 Highway 395 N Gardnerville, NV, 89423

Re: US 395 SIDEWALK IMPROVEMENT PROJECT LPA Agreement S-DO-10

Dear Mr. Dallaire,

The LPA Agreement between the Department and the Town of Gardnerville for the proposed US 395 Sidewalk Improvement project has been finalized. A copy of the agreement with all attachments has been sent to you in PDF format via e-mail for signatures. Please print two copies of the agreement, secure the necessary signatures, and return both copies of the signed documents to me at your convenience.

Please do not fill in the Highway Agreement Number or the date the agreement is "entered into." NDOT's Agreement Services Section will provide that information. A copy will be returned to you after all signatures have been obtained and the agreement has been executed.

If you should have any questions or require more information, please don't hesitate to contact me at (775) 888-7595.

Sincerely

Dean C. Morton, P.E., CPM

LPA Program Coordinator

DM:II

Nevada Housing Division is simply a letter of support in terms of New Beginnings applying for tax credits. They would probably find out within two weeks if they have a shot at this. If they do, they would submit a planned development application to Douglas County the first week of June and come to the Town Board in late June or early July. It would be approximately a two acre site and dedicate a portion for the detention pond. The county has one of the highest percentages of seniors in the state.

- Mr. Philips asked if they would be rentals.
- Ms. Stowell answered yes.
- Mrs. Slater asked if it would be a private owner.
- Ms. Stowell answered yes.
- Mrs. Slater asked if he wants to change his mind and sell it. What happens then?
- Ms. Stowell explained in terms of selling the property, that is a possibility. Once they are successful in obtaining tax credits that development would stay under the tax credit guidelines for at least 15 years if not 30 years. Like any development if it is market rate or affordable, foreclosure could happen. This letter would not bind the town to approve the planned development application.
- Mrs. Slater supports this in concept but questions why they would sign a letter of support for something they haven't seen the design yet.
  - Ms. Stowell advised Douglas County has already submitted a letter that will go with their application for tax credits.
  - Mr. Philips asked how soon they would start.
- Ms. Stowell believed they would start right away. They would probably have to be open in less than two years. If they are successful they would do phase 1 on the two acre site and then in a couple years they would probably come back and request to do a second phase on the remaining portion of the parcel.
  - Mr. Higuera would support this due to the need for senior housing.
- Mr. Dallaire reworded the paragraph in the letter to read "the Gardnerville Town Board supports the New Beginnings application for tax credits to develop a 30-unit affordable senior housing project within the Town of Gardnerville."

Motion Higuera/Miller to send a letter of support on behalf of the Town of Gardnerville.

Mrs. Slater is concerned that signing the letter may obligate the Town of Gardnerville to this project without seeing what it actually entails. Is this in any way giving the indication that this Board would approve automatically this project without seeing something?

Mr. Altom believed it is very clear it is a letter of support only. That's what the request was. There has been no offer. I believe if the Town Board were to sign this letter the Town would not be bound legally to do anything to follow up and officially support this. This is simply a letter of support.

Motion Higuera/Miller to approve providing a letter of support with Tom's change of removing the word "advisory" from the  $3^{\rm rd}$  paragraph.

No public comment.

Upon call for the vote, motion carried.

13. For Possible Action: Discussion on a Nevada Department of Transportation Cooperative Agreement for "Kingslane Sidewalk Project" consisting of 100 feet of new curb, gutter and sidewalk to be installed on Highway 395, between Kingslane and Waterloo Center. If approved, authorize the Board Chair to sign the agreement and direct staff to proceed with the design and coordination effort with NDOT staff; with public comment prior to Board action.

Mr. Dallaire reviewed this project was one Jim hired BSE to design. The design concept is done. He has discussed

with NDOT staff this is how they wanted it completed. We drew the plan and submitted the plan. Some other staff members decided the retaining wall footing has to be two foot below the flow line of the Martin Slough channel to the bottom of the footing. The comment that came back is they wanted the two foot to be to the top of footing, which makes the wall another foot and a half higher and increases the excavation quite a bit. Now the excavation is going into the road. They decided to submit it to see if they would help fund it. It went from a \$50,000 project to about \$83,000. We will be talking with NDOT staff and proposing pipes be installed and get rid of the retaining wall. We have a meeting set up for May 15<sup>th</sup> in Carson. Today is an agreement to proceed. There is one item #6 on page 23-4 talks about the franchise agreement with the utilities. We will go forward with the county in order to get a building permit. We will be coordinating with the utilities on this project.

Mr. Altom indicated #6 is inaccurate in the contract. I believe Tom's response from NDOT was that it was boiler plate. In discussing it with Mike he indicated the same thing. Bottom line is there is really no affect to the Town except for possible issues of performance of the contract. There is a possibility that #6 would throw things up in the air. Talking to Tom about this it doesn't seem to be an issue. The permit is through the county and he'd be noticing the utilities anyway, so that part of the agreement would take care of itself anyway. In the end the town is not required to do anything under #6 because they don't have a franchise agreement.

Mr. Philips asked when the town and NDOT get together and it comes to life it goes out for bid.

Mr. Dallaire will go into a design phase. We have about \$7,000 in design fees associated with this, included in the \$83,000. NDOT is going to pay \$70,000 to the project. The plan was to try to get the project under \$70,000. They have committed to design the project, project management: tracking, paying the bills and getting reimbursements.

Mrs. Slater felt it has to be done.

Mr. Lindsay thought it was a deal.

Mr. Dallaire has also applied for the crosswalks. They will incorporate all of that with it. He wanted to make sure the Board was aware of the overlapping projects.

Mr. Altom advised the recommended motion is to approve the agreement. The first letter talks about a meeting on May 14<sup>th</sup> to discuss the draft agreement. Are there any changes to the agreement?

Mr. Dallaire's understanding is it is a project kickoff meeting. The version they sent us doesn't have draft on it.

Motion Higuera/Slater to approve the Nevada Department of Transportation cooperative agreement for the Kingslane sidewalk project and authorize the Town Board Chair to sign the document and direct staff to proceed with the design and coordination of the project with NDOT,

Public comment.

Upon call for the vote, motion carried.

# 14. Not For Possible Action: Discussion on the Main Street Program Manager's Monthly Report of activities for April 2012.

Carol Sandmeier reported for Ms. Lochridge.

a. Volunteer Recognition was enjoyed by everyone

b. Open Range Dinner was very well attended. The food and service was excellent. Part of the money will be coming back to Main Street from Sharkey's.

c. Four benches will be installed and dedicated within the next few months. Two that are dedicated to the military going in the lawn area next to the museum; the Historian purchased a second bench to go along their frontage; and another one on the other side of the street by John Scott's office and that one was purchased by the Tom Cook family. Dedication for the two military benches is on May 24<sup>th</sup> at 11:00.

d. Did you see the front of the Burga building? We have a new sidewalk gallery with sixteen photographs. We painted the awning. This afternoon we put the photos up that were done by the students from Douglas High. They are students that have had national awards for their work. The pictures are up and we will be adding another frame with their names and information how you could purchase one of their pictures. We are calling it the Main Street Sidewalk Gallery. We will keep these up for six months and they will just keep rotating pictures. We will be having a reception for the students and their parents Friday at 5:30 to 7:00 so they can let them know how much we appreciate the work they have done.

9-4

Agreement	
9	

# COOPERATIVE AGREEMENT U.S. 395 SIDEWALK PROJECT

This	Agreement is made	and	enter	ed the		day of		1		, by
and betweer	the State of Nevad	a, act	ing by	y and th	rou	gh its Departm	ent of T	ransportat	ion	
	"DEPARTMENT")									N.,
Gardnerville.	. NV 89423 (herein:	after "	TOW	N")				7 - 7 - 7 - 7		

### WITNESSETH:

WHEREAS, a Cooperative Agreement is defined as an agreement between two or more public agencies for the "joint exercise of powers, privileges and authority;" and

WHEREAS, pursuant to the provisions contained in N.R.S. (Nevada Revised Statutes) Chapter 408, the Director of the DEPARTMENT may enter into agreements necessary to carry out the provisions of the said Chapter; and

WHEREAS, N.R.S. 277.110 authorizes any two or more public agencies to enter into agreements for joint or cooperative action; and

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with N.R.S. 277.080 to 277.110; and

WHEREAS, the TOWN will design, advertise, award and manage construction of curb, gutter, sidewalk, and drainage improvements along US 395 from the intersection of Kings Lane to 110 feet south of the intersection, in the Project Scope attached hereto and incorporated herein as Attachment A (hereinafter "PROJECT"); and

WHEREAS, the PROJECT has been selected and approved for State funding under the DEPARTMENT's Project Submittal Application Process; and

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, it is agreed as follows:

# ARTICLE I - TOWN AGREES:

- 1. To perform or have performed by consultant forces: (a) the design of the PROJECT (including the development of plans, specifications and estimates); (b) complete the survey to prepare mapping and legal descriptions of the new right-of-way parcels to be acquired; (c) the acquisition of environmental permits and clearances; and (d) the advertisement, award and construction management of the PROJECT, as outlined in Attachment A, in accordance with Federal, State and local laws, regulations, ordinances and policies. The PROJECT shall be designed and constructed in accordance with DEPARTMENT standards. The PROJECT shall be operated and maintained in accordance with applicable Federal, State and local laws, regulations, ordinances and policies.
- 2. To require those utility companies having franchise agreements with the TOWN, when permitted under the terms of the franchise agreement, to relocate their facilities if necessary or otherwise accommodate the PROJECT at no cost to the PROJECT,

### DEPARTMENT or the TOWN.

- 3. To invite the DEPARTMENT to PROJECT meetings, including but not limited to field reviews, right-of-way settings, review meetings and the pre-construction conference.
- 4. To hold a right-of-way setting meeting at the sixty percent (60%) design phase, wherein the TOWN shall provide plans showing limits of existing right-of-way and easements, and any necessary right-of-way for the PROJECT, i.e. Fee Acquisitions, Permanent and Temporary Easements, and Permission to Construct limits.
- 5. To submit to the DEPARTMENT for review and approval, preliminary plans at sixty percent (60%), ninety percent (90%) and one hundred percent (100%) design phases. The ninety percent (90%) and one hundred percent (100%) submittals shall include the PROJECT specifications, cost estimate and bid documents.
- 6. To obtain an occupancy permit from the DEPARTMENT, at no cost to the TOWN, allowing the TOWN to occupy the DEPARTMENT's right-of-way for the purpose of constructing and maintaining the PROJECT, prior to advertising the PROJECT.
- 7. To follow the terms and conditions of the occupancy permit issued by the DEPARTMENT so long as the terms and conditions are consistent with the terms and conditions contained herein and to incorporate those terms and conditions into the contract bid documents. In the event of any inconsistencies and/or conflict in the terms and conditions, this Agreement shall take precedence.
- 8. To obtain the DEPARTMENT's approval for all exceptions to DEPARTMENT and AASHTO design standards.
- 9. To proceed with the PROJECT advertisement only after receiving a written "Notice to Proceed" from the DEPARTMENT.
- 10. To submit to the DEPARTMENT three (3) final sets of plans, specifications, estimates and bid documents for the DEPARTMENT's use.
- 11. To perform the contract administration of the construction contract by providing appropriate personnel to: (a) observe, review, inspect, perform materials testing; (b) be in responsible charge of the construction; (c) be capable of answering any question that may arise in relation to the contract plan and specifications during construction; (d) environmental permits and clearances requirements for monitoring and mitigation during construction of the PROJECT are being met; and (e) to report to the DEPARTMENT's Resident Engineer on administration of the contract, compliance with State requirements and the contractor's acceptable fulfillment of the contract.
- 12. To submit to the DEPARTMENT for review and approval any addenda, supplementals and change orders and to obtain written DEPARTMENT approval for any addenda, supplementals and change orders prior to incorporating them into the PROJECT.
- 13. To allow the DEPARTMENT and its designated representatives to monitor all work associated with the PROJECT during construction.

- 14. To perform PROJECT documentation and quality control during contract administration according to the TOWN's established procedures, as approved by the DEPARTMENT. If the TOWN does not have DEPARTMENT approved procedures, it must then follow the procedures contained in the DEPARTMENT's "Documentation Manual" and "Construction Manual," incorporated herein by reference. The manuals may be obtained from the DEPARTMENT's Administrative Services Division.
- 15. As work progresses on the PROJECT, the TOWN shall provide the DEPARTMENT with monthly invoices for payment of the PROJECT COSTS. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total obligated amount, as established in Article I Paragraph 3, less any DEPARTMENT PROJECT COSTS, as established in Article III Paragraph 8. Invoices for the preliminary engineering and right-of-way phases shall be forwarded to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Invoices for the construction phase including the final invoice shall be forwarded to the DEPARTMENT's Resident Engineer for review. The DEPARTMENT's Resident Engineer shall forward the invoice to the DEPARTMENT's Local Public Agency Coordinator for payment processing. ELIGIBLE PROJECT COSTS are those costs as defined in the applicable Federal OMB Circulars including but not limited to those listed on Attachment B.
- 16. To be responsible for sixteen percent (16%) of the PROJECT costs up to Thirteen Thousand Eight Hundred and No/100 Dollars (\$13,800.00) and for one hundred percent (100%) of all costs exceeding the obligated State funds. The TOWN agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated RL funds.
- 17. To accept maintenance responsibilities including utility costs for the improvements of curb, gutter, sidewalk, and drainage improvements constructed as part of the PROJECT, upon completion and the DEPARTMENT's final written acceptance of the PROJECT. The level of maintenance effort shall be commiserate with the TOWN's overall maintenance budget allocated by the TOWN's governing body.

### ARTICLE II - DEPARTMENT AGREES:

- 1. To assist the TOWN with obtaining the environmental permits and clearances.
- 2. To ensure that the TOWN's actions are in accordance with applicable Federal and State regulations and policies.
- 3. To obligate State funding for a maximum amount of Seventy Thousand and No/100 Dollars (\$70,000.00) for the PROJECT.
  - 4. To establish a Project Identification Number to track all PROJECT costs.
- 5. Once the funding is obligated, to provide the TOWN with a written "Notice to Proceed" authorizing the preliminary engineering of the PROJECT.
- 6. To ensure that applicable environmental laws and regulations are met on the PROJECT and to certify the PROJECT in accordance with requirements.

- 7. To review and comment on the TOWN's design (including plans, specifications and estimates) in Fifteen (15) working days from receipt and to ensure that DEPARTMENT, American Association of State Highway Transportation Officials (AASHTO) and Manual on Uniform Traffic Control Devices (MUTCD) Guidelines are followed and that the design meets the requirements of the Americans with Disability Act (ADA).
- 8. To review all exceptions to DEPARTMENT and AASHTO design standards, and to approve those exceptions when acceptable.
- 9. To invoke the DEPARTMENT's authority under N.R.S. 408.210(4), to require relocation or adjustment of any encroachments, including utility facilities occupying the DEPARTMENT's right-of-way pursuant to DEPARTMENT permits issued pursuant to N.R.S. 408.210 and/or N.R.S. 408.423, in order to accommodate construction of the PROJECT.
- 10. To generate right-of-way mapping, title reports, and legal descriptions for those parcels to be acquired for the PROJECT.
- 11. To acquire all necessary right-of-way for the PROJECT in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended.
- 12. To coordinate and provide liaison for the relocation or adjustment of utilities in accordance with applicable State and Federal regulations, including but not limited to N.A.C (Nevada Administrative Code) Chapter 408 and 23 CFR § 645.
- 13. To ensure that applicable right-of-way laws and regulations are met on this PROJECT and to document those actions in accordance with the DEPARTMENT's administrative requirements.
- 14. To issue an occupancy permit to the TOWN, at no cost to the TOWN, allowing it to occupy the DEPARTMENT's right-of-way for the purpose of constructing and maintaining the PROJECT.
- 15. To ensure that all reporting and project documentation, as necessary for financial management and required by applicable requirements, is obtained by the DEPARTMENT.
- 16. To authorize the TOWN to proceed with the advertisement/award of the contract and construction of the PROJECT, once the final design (including plans, specifications and estimates) has been reviewed and approved by the DEPARTMENT, all certifications have been completed and the funding authorized. The DEPARTMENT shall issue such authorization through a written "Notice to Proceed".
- 17. To assign a Local Public Agency Coordinator and a resident engineer to act as the DEPARTMENT's representative to monitor the TOWN's compliance with applicable Federal and State requirements.
- 18. To review and approve when appropriate addenda, supplementals and change orders to the construction contract of the PROJECT to ensure compliance with the terms of this Agreement within five (5) working days. Failure to respond within five (5) working days constitutes approval. Approval of said addenda, supplementals and change orders does not alter the maximum reimbursement to the TOWN as established in ARTICLE I Paragraph 3, minus any DEPARTMENT PROJECT COSTS as established in ARTICLE III Paragraph 8.

- 19. To review the TOWN's as-built plans and to attend the TOWN final inspection of the PROJECT.
- 20. To reimburse the TOWN, monthly as work progresses on the PROJECT, for ELIGIBLE PROJECT COSTS based on supporting documentation minus any DEPARTMENT PROJECT costs. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE II Paragraph 3.
- 21. To transfer to the TOWN maintenance responsibility including utility costs for the improvements consisting of curb, gutter, sidewalk, and drainage improvements constructed as part of the PROJECT upon completion and the DEPARTMENT's final written acceptance of the PROJECT.

### ARTICLE III - IT IS MUTUALLY AGREED:

- 1. The term of this Agreement shall be from the date first written above through and including December 31, 2014, or until the construction of all improvements contemplated herein has been completed and accepted by the DEPARTMENT, whichever occurs first, save and except the responsibility for maintenance as specified herein.
- 2. The description of the PROJECT may be changed by mutual written consent of the parties.
- 3. Each party agrees to complete a joint final inspection prior to final acceptance of the work by the DEPARTMENT.
- 4. The TOTAL ESTIMATED PROJECT COSTS are Eighty Three Thousand, Eight Hundred and No/100 Dollars (\$83,800.00), which includes Seventy Thousand and No/100 Dollars (\$70,000.00) State funding, comprising Eighty-four percent (84%) of the TOTAL ESTIMATED PROJECT COSTS, and Thirteen Thousand Eight Hundred and No/100 Dollars (\$13,800.00), comprising Sixteen percent (16%) of the TOTAL ESTIMATED PROJECT COSTS, which shall be the responsibility of the TOWN. The parties acknowledge and agree that the TOTAL ESTIMATED PROJECT COSTS set forth herein are only estimates and that in no event shall the DEPARTMENT portion exceed the total obligated amount, as established in Article II, Paragraph 2.
- 5. The following is a summary of TOTAL ESTIMATED PROJECT COSTS and available funds:

# TOTAL ESTIMATED PROJECT COSTS:

DEPARTMENT Preliminary Engineering Costs:	\$ 3,000.00
TOWN Preliminary Engineering Costs:	\$ 5,800.00
DEPARTMENT Right-of-Way Costs:	\$ 2,000.00
DEPARTMENT Construction Engineering Costs:	\$ 5,000.00
TOWN Construction Engineering Costs:	\$ 3,000.00
Construction Costs:	\$ 65,000.00

TOTAL ESTIMATED PROJECT COSTS: \$83,800.00

**AVAILABLE FUNDING SOURCES:** 

DEPARTMENT State Funds: \$70,000.00 TOWN Funds: \$13,800.00

TOTAL PROJECT FUNDING: \$83,800.00

6. The TOWN may not incur any reimbursable PROJECT COSTS until this Agreement is executed by both parties and the DEPARTMENT has issued a written "Notice to Proceed."

- 7. The TOTAL PROJECT COSTS shall be determined by adding the total costs incurred by the DEPARTMENT and the TOWN for preliminary engineering, acquiring environmental permits and clearances, right-of-way engineering, right-of-way acquisition, the relocation of utilities, construction engineering, and construction costs.
- 8. An alteration requested by either party which substantially changes the services provided for by the expressed intent of this Agreement shall be considered extra work, and shall be specified in an amendment which will set forth the nature and scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.
- 9. The TOWN'S TOTAL ESTIMATED PROJECT COSTS may not be an accurate reflection of the final cost. The final costs may vary widely depending on the Contractor's bid prices.
- 10. Plans, specifications, and estimates shall be reviewed by the DEPARTMENT for conformity with the Agreement terms. The TOWN acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy and sufficiency of such deliverables.
- 11. This Agreement may be terminated by mutual consent of both parties without cause. The parties expressly agree that this Agreement shall be terminated upon written notification if for any reason State and/or TOWN funding ability to satisfy this Agreement is withdrawn, limited, or impaired.
- 12. Should this Agreement be terminated by the TOWN for any reason prior to the completion of the PROJECT, or the Agreement is terminated by the DEPARTMENT due to the TOWN's failure to perform, the TOWN shall reimburse the DEPARTMENT for any payments made to the TOWN, and any PROJECT costs incurred by the DEPARTMENT.
- 13. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT: Rudy Malfabon, P.E., Director

Attn: Dean C. Morton, P.E., CPM Local Public Agency Coordinator Nevada Department of Transportation Roadway Design

1263 South Stewart Street Carson City, Nevada 89712 Phone: (775) 888-7595

Fax: (775) 888-7401

E-mail: dmorton@dot.state.nv.us

FOR TOWN:

Thomas Dallaire, P.E. Town of Gardnerville 1407 Highway 395 N. Gardnerville, NV 89423

(775) 782-7134 (775) 782-7135

E-mail: tdallaire@co.douglas.nv.us

- 14. Up to the limitation of law, including, but not limited to, N.R.S. Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees.
- 15. The parties do not waive and intend to assert available N.R.S. Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any State or TOWN breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.
- 16. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada district courts for enforcement of this Agreement.
- 17. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
- 18. Failure to declare a breach or the actual waiver of any particular breach of the Agreement and 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.
- 19. Except as otherwise expressly provided herein, all property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.
- 20. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create any rights in any person or entity, public or private, a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit pursuant to the terms or provisions of this Agreement.

- 21. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and to present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.
- 22. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
- 23. In connection with the performance of work under this Agreement, the TOWN agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, pregnancy, sexual orientation, genetic information (GINA) or gender identity or expression, 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. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.
- 24. Pursuant to all applicable laws including but not limited to the Civil Rights Act of 1964, the Federal Highway Act of 1973, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Executive Order 12898 (Environmental Justice), and Executive Order 13166 (Limited English Proficiency), the TOWN shall ensure that no person shall on the grounds of race, color, national origin, sex, age and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are federally-funded or not. Breach of this covenant may be regarded as a material breach of this Agreement.
- 25. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.
- 26. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.
- 27. Pursuant to N.R.S. 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.
- 28. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law.

- 29. All references herein to federal and state code, law, statutes, regulations and circulars are to them, as amended.
- 30. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.
- 31. This Agreement constitutes the entire agreement of the parties and as such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

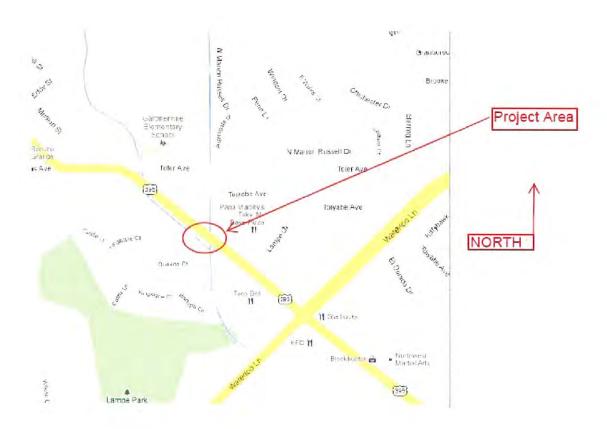
TOWN OF GARDNERVILLE	State of Nevada, acting by and through its DEPARTMENT OF TRANSPORTATION		
Paul Lindsay Chairman	Director		
Attest:	Approved as to Legality & Form:		
Thomas Dallaire, P.E. Town Manager	Deputy Attorney General		

#### Attachment A

### US 395 SIDEWALK IMPROVEMENT PROJECT

The project consists of constructing new curb, gutter and 5' wide sidewalk with required drainage improvements.

The limits of the Project are along US 395 in Gardnerville, NV, from the intersection of Kingslane to 110' south of the intersection (MP DO 20.80 to 20.82).



October 9, 2012

Thomas Dallaire, P.E. Town of Gardnerville 1407 Highway 395 N Gardnerville, NV, 89423

Re: US 395 SIDEWALK IMPROVEMENT PROJECT LPA Agreement S-DO-10

Dear Mr. Dallaire,

The LPA Agreement between the Department and the Town of Gardnerville for the proposed US 395 Sidewalk Improvement project has been finalized. A copy of the agreement with all attachments has been sent to you in PDF format via e-mail for signatures. Please print two copies of the agreement, secure the necessary signatures, and return both copies of the signed documents to me at your convenience.

Please do not fill in the Highway Agreement Number or the date the agreement is "entered into." NDOT's Agreement Services Section will provide that information. A copy will be returned to you after all signatures have been obtained and the agreement has been executed.

If you should have any questions or require more information, please don't hesitate to contact me at (775) 888-7595.

Sincerely,

Dean C. Morton, P.E., CPM LPA Program Coordinator

## **AGENDA ACTION SHEET**

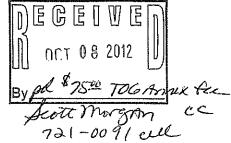


1. Title: Discussion and possible action on a request by Douglas County to annex 21.2 acre parcel, revised APN 1220-04-601-023, for the new Douglas County Community/Senior Center, into the Town of Gardnerville service area.

	County Community area.	y/Senior Center, into	the Town of G	Gardnerville service
2.	parcel for the Doug	ion: Approve the pr las County Commun of Gardnerville servi	ity/Senior Center,	on of the 21.2 acre APN:1220-04-601
	Funds Available: □	Yes	X N/A	
3.	Department: Admir	istration		
	Prepared by: Tom	Dallaire		
4.	Meeting Date: Nove	mber,6 2012	Time Requested	: 10 minutes
5.	Agenda:   Consen	t X Administr	ative	
6.	o19, 020, 021, and a process of getting a reinclude the skate park maintenance of the fa	ation: See the attaches shown in the parcel moortion of parcel 1220 eversion to acreage and improvements. The cilities and will provide needs of the facility.	tap book include A -04-601-026. The d a boundary line a Town will not be released trasses.	PN's 1220-04-601- county is in the adjustment to responsible for any
7.	Other Agency Revie	w of Action:	□ N/A	
3.	<b>Board Action:</b>			
	□ Approved □ Denied	□Approved with M □Continued	odifications	





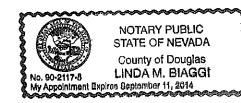


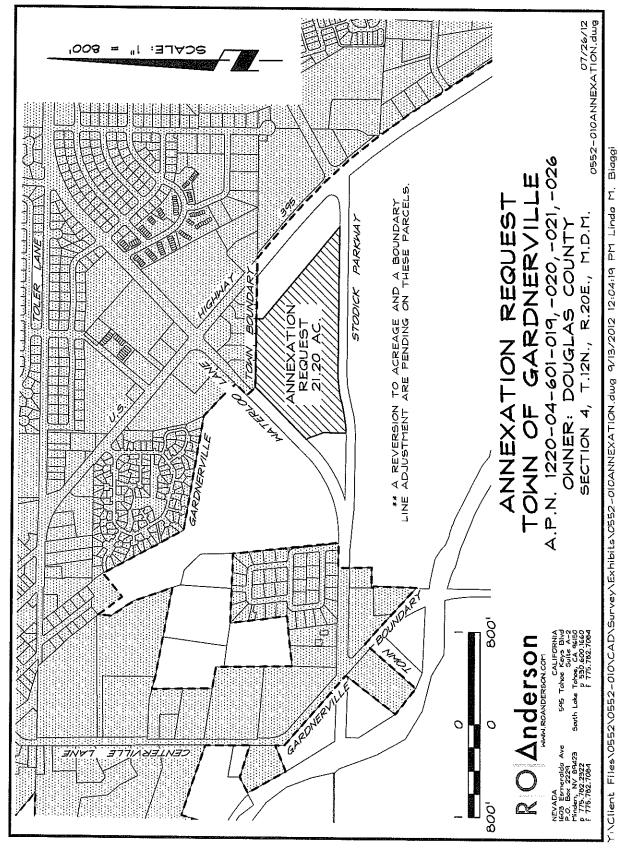
When Complete, Return to: Town of Gardnerville 1407 Hwy 395 Gardnerville, NV 89410

Legal Owner:	Douglas County	_
Mailing Address:	P.O. Box 218	Phone 775-782-9828
	Minden, NV 89423	_
Surveyor/Engineer	R.O. Anderson Engineering, Inc.	
Mailing Address: _	P.O. Box 2229, Minden, NV 89423	Phone: 775-782-2322
Agent (if applicable	e): R.O. Anderson Engineering, Inc.	
Mailing Address:	P.O. Box 2229, Minden, NV 89423	Phone: 775-782-2322
I, the unders owner) of the prope for annexation. Signature:	Line Adjustment are pending for these Assigned owner (or authorized agent with letter arty described on the attached map, hereby per Douglas County  Scott Morgan, Director, Douglas Oburty Parks &	APN's. of approval from the property
County of Douglas  State of Nevada	)	
Subscribed and swo	om before me this 8 <sup>th</sup> day of 02	ber, 2012.
Application must in	Notary Publ	ic H. Braggi

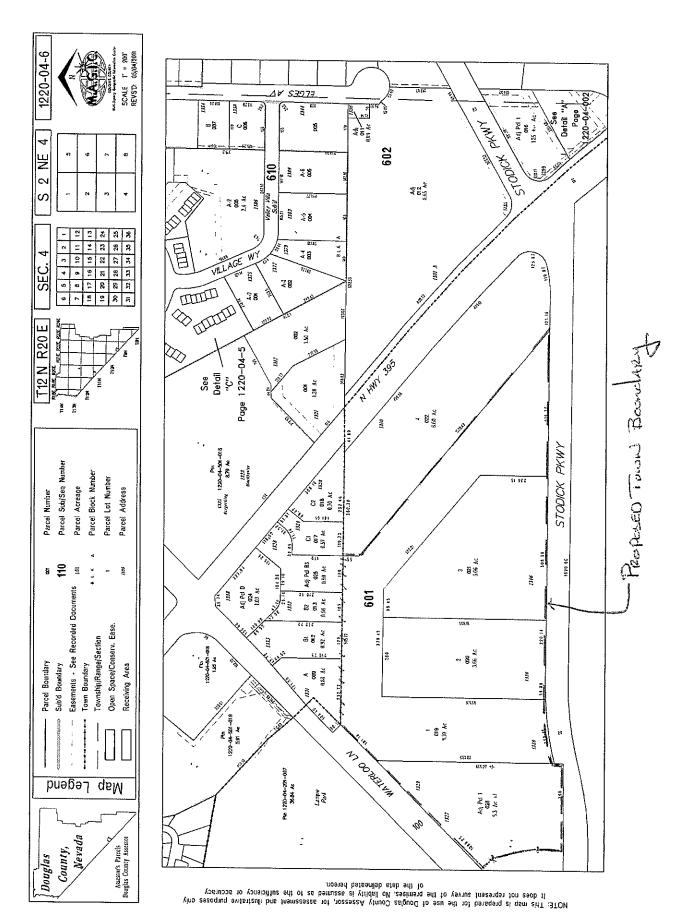
Application must include the following:

- 1. Two copies of proposed annexation map
- 2. \$300 deposit
- 3. Preliminary Title Report





10-3



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THIS IS TO CORTET THAT DOUGLES COMMY IS THE OWNER OF THE
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REPRESENT TO ACCUSE. TIT CONTINUES BOOK EXPIRES. The Tolland WITHERS FIT HAND AND CFFICIAL SEAL, WITHRY'S SIGNATURE OY. SCOTT FORGAN, COTTANUTY SERVICES DIRECTOR THE COUNTY OF DOUGLAS COUNTY OF DOUGLAS 55. THIS THAT DAY OF THE STATE OF THE YEAR AND T PRINCE CARPET DOUGLAS COUNTY RECORDER \*\*RECORDATION PENDING 100 REVERSION TO ACREAGE LOCATED WITHIN A PORTION OF SECTION 4, T.IZN., R.ZOE., M.D.M. DOUGLAS COUNTY, NEVADA DOUGLAS COUNTY RECORDED AT SHEET ! OF

10-6

# Gardnerville Nevada

## **AGENDA ACTION SHEET**

1. For Possible Action: Discussion on Overhead Street Banner Policy and Main Street Banner form; with public comment prior to Board action.

2.	Recommended Motion:
	Funds Available:   ✓ Yes   ✓ N/A
3.	Department: Administration
	Prepared by: Tom Dallaire
١.	Meeting Date: November 6, 2012 Time Requested: 10 minutes
5.	Agenda:   ☐ Consent  ☐ Administrative
	Background Information: See attached. Changes are highlighted
<b>5.</b>	Other Agency Review of Action: \( \subseteq \text{Douglas County} \)
<b>7.</b>	Board Action:
	□Approved □Approved with Modifications □Continued

DRAFT

# TOWN OF GARDNERVILLE OVERHEAD STREET BANNER POLICY

- 1. PURPOSE The purpose of this policy is to provide general guidelines for the placement of overhead street banners within the public rights of way (ROW) of the Town of Gardnerville ("Town"), and to provide specific guidelines for banners proposed to be installed over Main Street (US 395). The US 395 public rights of way (ROW) are administered by the Nevada Department of Transportation (NDOT). As such, all banners proposed for hanging across US 395 are subject to all conditions and requirements of the NDOT and require a temporary permit from the NDOT. The Town of Gardnerville declares that a general purpose of this policy is to promote and advertise matters benefitting the culture, education, health and welfare of the local public, such matters being advanced by non-profit organizations, government entities, or community service organizations. The Town of Gardnerville wishes to avoid providing free advertising for for-profit businesses and organizations.
- 2. ELIGIBILITY Only not-for-profit organizations, as evidenced by an Internal Revenue Service 501 letter, government entities, or community service organizations may request permission to place banners within the public ROW for the purpose of promoting the not-for-profit organization, the purpose of such an organization, a special event/exhibit promoted by such an organization, or a matter of public concern and/or a matter pertaining to the health and welfare of the community promoted by a governmental entity or community service organization. If promoting an event, the event must be held in Carson Valley and be open to the public free of charge, or of common interest to the general community, or recognize and/or contribute to the cultural fabric of the community. Such events may include (but are not limited to): an activity related to the arts, entertainment, or education; a public social occasion; a sports contest; or a public concert.

**Definitions:** For purposes of this policy, the following definitions apply. "Government entity" is defined as any department, division, agency or other branch of the local, state, or federal government. "Community service organization" is defined as an organization having a primary purpose of providing volunteer service to the community. A "matter of public concern and/or matter pertaining to the health and welfare of the community" is defined as a matter being advertised or promoted having a primary purpose of promoting the mental or physical health, safety, or welfare of the local community.

- 3. TERMS AND CONDITIONS: The Town shall require strict compliance with the NDOT terms and conditions (see attached "Additional Terms and Conditions") in effect at the time and date currently in full force and effect at the time the banner is installed. Thus, the Town of Gardnerville shall require that:
  - a. Banner shall be installed a minimum of 18 feet above the pavement surface.
  - b. Banners that contain telephone numbers, websites, or commercial advertisements shall not be displayed over the highways of Nevada.
  - c. The Permittee shall deliver the banner to the Town for review and approval by the Town Manager prior to the banner being installed.
  - d. Banners must be constructed of a minimum 18 ounce vinyl banner fabric, with inner core polyester fiber.
  - e. Banners shall be 34 inches high and 40 feet in width, unless otherwise approved by the Town Manager.

- f. All banners shall have the following, see the attached detail:
  - 5/16" Spring snap connectors at 24 inches on center top and 12" staggered bottom, installed into the grommets that provide for a connection to a 3/4" cable.
  - ii. Sewn-in polyester webbing on all edges.
  - iii. Reinforced corners, both front and back.
  - iv. "O" or "D" rings sewn into the webbing on each corner.
  - v. Appropriate (12" or larger) wind holes for banner size.
- g. Banner shall be kept in good repair. The Permittee shall repair or remove the banner as soon as possible after notification of the problem.
- h. Banners will be delivered to the Town of Gardnerville Administrative offices at 1407 Highway 395, (775) 782-7134, no later than Thursday of the week prior to banner installation.
- Banners may be removed or installation may be delayed due to wind advisory conditions as determined by Town staff.
- 4. MAXIMUM TIME FOR DISPLAY OF BANNER Typically banners will be displayed for one (1) week (seven (7) consecutive calendar days) beginning on the Monday that the banner is installed by Town staff. This timeframe allows the banner pole crossing to be the available for all organization's use as much as possible. When there are no approved permits for use the week following a permitted display, the Town may allow the currently displayed banner to remain up for a period not to exceed two (2) weeks (fourteen (14) consecutive calendar days) if requested by the applicant at the Town's sole discretion. The Town is exempt from the maximum time limitations delineated in this provision.
- 5. UNAVAILABILITY The Town retains first priority for use of Town owned and operated banner crossings. As such, the following dates, including but not limited to, are unavailable for use:
  - a. Second week of November thru second week of January (Christmas decorations)
  - b. Last two weeks of June (Red, White and Blue Celebration) [leave in?]
  - c. The week of, or prior to a scheduled Main Street "Thirsty Third Thursdays". [add?]
  - d. The week of, or prior to a scheduled "Movies in the Park" event. [add/change?]
- 6. "FIRST COME, FIRST SERVE" To provide an equal opportunity for all organizations and/or persons to have banners displayed for specific dates within the calendar year, reservation requests for specific date(s) will be accepted on a "first come, first serve" basis beginning January 1 [add "one year and one day prior to the requested banner hanging date?] of each year. Requests must be furnished in writing on the Town Banner application request form. A request does NOT guarantee reservation of the requested date(s) that the banner will be displayed until the applicant provides a copy of the approved NDOT Temporary Encroachment permit relative to the banner to be displayed [bold whole sentence]. Upon receipt of the approved NDOT Temporary Encroachment permit, the dates, or alternative dates, shall be confirmed by Town staff.

Recognizing the financial investment required for the minimum requirements for banner construction, organizations and/or persons having a previously approved banner displayed by the Town in the past calendar year will have priority of date(s) selection (e.g. pre-approval) for the upcoming calendar year. All "pre-approval(s)" shall be required to obtain an approved NDOT temporary permit and comply with all other banner policy requirements, as well as

- furnish a completed Town banner application request form each and every year the banner is requested to be displayed.
- 7. INDEMNIFICATION All persons and entities will be required to sign an indemnification, release and hold harmless holding the Town of Gardnerville, its employees and agents harmless prior to the installation of banner and releasing the Town of any liability arising there from.

#### **Additional Terms and Conditions**

#### [renumbered to correctly correspond]

- **8.** Banner(s) shall be installed a minimum of 18 feet above the pavement surface; 20 feet is preferred.
- **9.** Banner(s) that contain telephone numbers, e-mail addresses, websites or commercial advertisement shall not be displayed over the highways of Nevada.
- **10.** The PERMITTEE shall obtain permission from the building or pole owner before attaching the banner(s) to their facility.
- **11.** Banner(s) shall be kept in good repair. The PERMITTEE shall repair or remove banner(s) as soon as possible after notification of any problems.
- **12.** Banner(s) shall not interfere with any luminaire, signal, or other traffic control device. The PERMITTEE shall remove the banner(s) immediately upon notification that a traffic control device is being blocked.



## Town of Gardnerville Main Street Banner Form and Release of Liability and Indemnification Agreement

Date of Application:	(		and the first of the first
(Application and banner due to Town no	later than the Thursday befo	ore banner is req	uested to be installed).
Day(s) Requested to display banner:	1 <sup>st</sup> Choice: From:	To:	
	1 <sup>st</sup> Choice: From: 2 <sup>nd</sup> Choice: From:	To:	
	3 <sup>rd</sup> Choice: From:	To:	
(1 week d	isplay time-typically Mondo	ay thru Monday)	
Nevada Department of Transportation Ter	mporary Permit approved?_	(	Include copy of approved permit)
Name and address of banner manufacture	r:		
Copy of Banner language attached?	(required)		
Organization or Individual	Phone	# Home	Work
Contact Person:	E-mai	1(	
Mailing Address:			
The UNDERSIGNED, for himself/hersel, indemnify, save and keep harmless, the volunteers and others working on behalf including all costs connected therewith, a from the Town of Gardnerville, its elected the Town of Gardnerville, by reason of pincluding loss of use thereof, which arise indemnification is inclusive of any damage I do hereby certify that, in representation a governing use of the Town of Gardnerville and regulations. I understand that submrequested due to potential adverse weather to install the banner.	Town of Gardnerville, its of the Town of Gardnerville and for any damages which mand appointed officials, emporersonal injury, including be sout of or is in any way come to banners irrespective of the above named group, I and Main Street Banner Crossicittal of this form does not get the sout of this form does not get the sout of this form does not get the souther than the south	elected and app from any and a may be asserted, ployees, volunted podily injury or connected or ass f source. have received a mg and that I ha quarantee a ban	pointed officials, employees and ll claims, demands, suits or loss, claimed or recovered against or ers or others working on behalf of death and/or property damage, ociated with this contract. This copy of the rules and regulations we read and will observe all rules ner will be installed on the date
Applicant's Signature:			
	Typed or Printed Name		
Date:			
(Town Office Use Only)			
Amount Paid: [remove since not charging?]	Date Received:	_	=
Receipt Number: Approv	ved By:		



## **AGENDA ACTION SHEET**

2. Recommended Motion: None Funds Available: □ Yes □ N/A  3. Department: Administration Prepared by: Tom Dallaire  4. Meeting Date: November 6, 2012	1.	Not for Possible Action. Discussion on the Town Attorney's Monthly Report of activities for October 2012
3. Department: Administration Prepared by: Tom Dallaire  4. Meeting Date: November 6, 2012 Time Requested: 10 minutes  5. Agenda: □ Consent □ Administrative  6. Background Information: Presented at meeting  7. Other Agency Review of Action: □ Yes □ N/A  8. Board Action: □ Approved □ Approved with Modifications	2.	Recommended Motion: None
Prepared by: Tom Dallaire  4. Meeting Date: November 6, 2012 Time Requested: 10 minutes  5. Agenda: Consent Administrative  6. Background Information: Presented at meeting  7. Other Agency Review of Action: Yes N/A  8. Board Action: ApprovedApproved with Modifications		Funds Available: ☐ Yes ☐ N/A
<ul> <li>4. Meeting Date: November 6, 2012 Time Requested: 10 minutes</li> <li>5. Agenda: □Consent □ Administrative</li> <li>6. Background Information: Presented at meeting</li> <li>7. Other Agency Review of Action: □ Yes □ N/A</li> <li>8. Board Action: □Approved □Approved □Approved □Approved □Approved □Approved with Modifications</li> </ul>	3.	Department: Administration
<ul> <li>5. Agenda:  Consent  Administrative</li> <li>6. Background Information: Presented at meeting</li> <li>7. Other Agency Review of Action:  Yes  N/A</li> <li>8. Board Action:  Approved  Approved  Approved  Approved  Approved  Approved  Approved  Approved  Administrative</li> </ul>		Prepared by: Tom Dallaire
<ul> <li>6. Background Information: Presented at meeting</li> <li>7. Other Agency Review of Action:   ☐ Yes ☐ N/A</li> <li>8. Board Action:  ☐Approved ☐Approved with Modifications</li> </ul>	4.	Meeting Date: November 6, 2012 Time Requested: 10 minutes
<ul> <li>7. Other Agency Review of Action:   ☐ Yes ☐ N/A</li> <li>8. Board Action:  ☐ Approved ☐ Approved with Modifications</li> </ul>	5.	Agenda: Consent Z Administrative
8. Board Action:  _Approved	6.	Background Information: Presented at meeting
_Approved with Modifications	7.	Other Agency Review of Action:   ☐ Yes  ☐ N/A
· · · · · · · · · · · · · · · · · · ·	8.	Board Action:



## **AGENDA ACTION SHEET**

1.	Not for Possible Action. Discussion on the Town Manager/Engineer's Monthly Report of activities for October 2012
2.	Recommended Motion: None
	Funds Available: □ Yes □ N/A
3.	Department: Administration
	Prepared by: Tom Dallaire
4.	Meeting Date: November 6, 2012 Time Requested: 10 minutes
5.	Agenda: □Consent □ Administrative
6.	Background Information: See report
7.	Other Agency Review of Action:   Yes  N/A
8.	Board Action:
	□Approved □Approved with Modifications □ Continued



Paul Lindsay, Chairman Ken Miller, Vice Chairman Mike Philips, Board Member Linda Slater, Board Member Lloyd Higuera, Board Member

### Town Manager/Engineer's Monthly Report October 2, 2012 Board Meeting

- A. **Toler Lane Improvement Plan:** Town staff was able to get the plants planted at the entrance to Chichester Estates on Lampe Drive, along the Toler landscaping strip. We have a proposal from a contractor to remove the dead lawn and 2" of dirt along the entire stretch. All the landscaping was purchased locally and installed by staff. We have scheduled the DG to be delivered next week, and installed by staff.
- B. Chichester Crack Seal: Cruz construction is coming back to tough up many of the areas that have sunk in the crack. We have been advised by Carson City staff and a contractor for the micro surfacing to wait until early spring to get the project out to bid, because the weather is so unpredictable this time of year. Staff will be attending a micro surfacing seminar in Las Vegas in January and will put the project out to bid at that time. In the meantime, the roads are still shrinking.
- C. Walmart: The contractor is working on the water stop construction of the storm drain line they hit ground water in. This has become a huge issue due to the size of the original trench that was excavated and how wide the trench was at the time of the pipe installation. I have not seen a revised plan for the Jones' property. Atlas did a great job on the patch repair over the new water tie located at Virginia Ranch Road and Mathias.
- D. **Minden Gardnerville Trail Plan:** Nothing this month transpired. I did get in contact with the property owners again about the trail along Kingslane from Hwy 395 to Lampe Park.
- E. Eddy Street Lighting: was awarded to Impact Construction. We asked 4 contractors to bid on the work and we received 2 bids. There must be enough work to go around.
- F. The Eddy Street planter: The Information kiosk will be going in soon and some shrubs will be relocated to accommodate the new light pole that will be located in the planter.
- G. **Kingslane Sidewalk**: The agreement is on the agenda this month, and should we get the approval to proceed, NDOT will execute the contract and we will be able to proceed with the design and plans for the project. We are planning on revising the design to include a box culvert from the irrigation box to extend under Kingslane.
- H. Toiyabe Sidewalk: Permit is ready to be issued. I would like to make sure we have some funds available for this after next month's larger than anticipated funds from last year. It looks like we will be able to proceed with the project.
- I. Office Items:
- **Douglas County Standard Details:** Josh and I are reviewing the county improvement standards and will provide them with comments. Next meeting is on Monday, and I can update you on this item at the meeting.
- I attended NV League of Cities conference.
  - The C tax presentation was good. There was a lot more work in the process and sceneries, with the group being reluctant on going back to the base rate and changing that, they have essentially fixed the big fluctuations in the rate that was previously based on population increase and decrease.
- I attended the Downtown Highway 395 Vision Committee: Introductions were done, and we discussed the goal of the group. They took input from the group for the vision and what people



Paul Lindsay, Chairman Ken Miller, Vice Chairman Mike Philips, Board Member Linda Slater, Board Member Lloyd Higuera, Board Member

were wanting out of the process. It is the beginning stages but I think this will be a great group to work with. It will be interesting to see what comes out of it.

- **Fireworks:** Thank you Starbucks for the sponsorship. So far they are the only one. Lloyd has been contacting businesses but they do not seem to be very receptive as businesses are out of funds for the year.
- Parade of Lights: Staff will be helping Main Street with a float for the parade. We will be
  providing street sweeping and assisting in the traffic control for the road closure with Minden
  again this year.
- I did a presentation at the Visitors Authority regarding the fireworks and what I would like to see come of an event, but it will take some folks to get behind the town to do this thing.
- I attended a water conservation district for the discovery process if issues with the flood plain from the river that need to be addressed and or modeled.
- I attended the Hazard Mitigation Plan meeting and we broke up into subgroups. I will be participating in the floods sub group and will be working on these items identifying flooding issues and existing hazards. So if you have any input on this please let me know, I would like to make sure I get all of the risks identified in the plan.
- I attended the Business Park workshop. This is an interesting study and the property statistics were pretty confusing. I worked with the consultant to help him identify the Gardnerville areas. It will be an interesting study if the county can support a Business Park.
- Some items I would like to talk through with the Board, time pending:
  - o The draft newsletter is provided for your review. We wanted to do a brief photo and statement on each of the elected board members.
  - Having the Health and Sanitation assist in the Carson Valleys Drive by Food Drive in December. The town would put out flyers and collect food.
  - o Having the Town help as a Toy Drop off site for Project Santa Clause.
  - o We have provided copies of the Park Policy for your review and comment.
  - Are any of you going to the 2012 Local Government Summit?
  - We are adding a light tree to the top of the Pavilion light show and will be phasing out the tree shapes on the side of the pavilion made out of rope lights.