



# GARDNERVILLE TOWN BOARD

## Meeting Agenda

Lloyd Higuera, Chairman  
Mary Wenner, Vice Chairwoman  
Cassandra Jones, Board Member  
Ken Miller, Board Member  
Linda Slater, Board Member

1407 Highway 395 N.  
Gardnerville, Nevada 89410  
(p)775-782-7134 (f): 775-782-7135  
[www.gardnerville-nv.gov](http://www.gardnerville-nv.gov)

Contact: Carol Louthan, Office Manager  
Senior for any questions or additional  
information. You may also view the  
board packet online at the town's website.

Tuesday, August 4, 2015

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 were posted on July 30, 2015, on or before the third day prior to the meeting date, by Carol Louthan, Office Manager

Signed: Carol Louthan: in accordance with NRS Chapter 241 at following locations;  
Gardnerville Town Offices, 1407 HWY 395 N, Gardnerville NV 89410 at 8:37 A.M.  
Gardnerville Post Office, 1267 US HWY 395 #L, Gardnerville NV 89410 at 8:32 A.M.  
Carson Valley Chamber of Commerce, 1477 Hwy 395 N, Gardnerville NV 89410, Gardnerville NV 89410 at 8:10 A.M.  
Douglas County Historic Courthouse, 1616 8<sup>th</sup> Street, Minden NV 89423, Gardnerville NV 89410 at 8:19 A.M. and on the Internet at [www.gardnerville-nv.gov](http://www.gardnerville-nv.gov). 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.

**INVOCATION** – Pastor Lon Smith, River Ministries

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

**PLEDGE OF ALLEGIANCE** – Linda Slater

### **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.

### **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:**

June 2, 2015 Regular Board meeting, with public comment prior to Board action.

### **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. **For Possible Action: Correspondence**
2. **For Possible Action: Health and Sanitation & Public Works Departments Monthly Report of activities**
3. **For Possible Action: Approve July 2015 claims**



## GARDNERVILLE TOWN BOARD MEETING AGENDA – CONT'D

4. **For Possible Action:** Approve Gardnerville Special Event Application for the 25<sup>th</sup> Annual Carson Valley Sertoma Oktoberfest scheduled for September 13, 2015 in Heritage Park, designated a Class II use per park use and reservation policy.
5. **For Possible Action:** Recommend approval of a Douglas County Outdoor Festival Entertainment Event application for Carson Valley Sertoma Oktoberfest, September 13, 2015 from 12:00 p.m. to 4:30 p.m.

### **ADMINISTRATIVE AGENDA**

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

6. **For Possible Action:** Discussion to approve Proclamation 2015P-02 recognizing the week of August 10<sup>th</sup> through August 16<sup>th</sup>, 2015 as Brain Injury Awareness week; with public comment prior to Board action. (approx. 10 minutes)
7. **For possible action:** Discussion and presentation by Stantec Consulting, regarding the results of the June 27<sup>th</sup> Gardnerville Station workshop and selecting the proposed site elements, building color, wall design options and color, gateway sign concept, discussing the three information signs and concepts the board would like to pursue, Discussing the budget and future phases, providing direction to staff to proceed with the 2016 CDBG project application to Douglas County; with public comment prior to Board action. (approx. 60 minutes)
8. **Not for Possible Action:** Discussion on the Main Street Program Manager's Monthly Report of activities for May 2015. (approx. 10 minutes)
9. **For possible action:** Discussion on an agreement between the Town of Gardnerville and Main Street Gardnerville to clarify the finance department's concern over the Program Manager's position, and provide for a revised budget to accommodate the employee concept; with public comment prior to Board action. (approx. 10 minutes)
10. **For Possible Action:** Discussion on a request by Rick Nuzum on a Major Design Review to construct a 4,800 sq ft building in the Service Industrial (SI) zone within the Minden-Gardnerville community plan, located at 1448 Industrial Way (APN:1220-03-410-009); with public comment prior to Board action. (approx. 20 minutes)
11. **For Possible Action:** Discussion on Douglas County Pay and Compensation Study changes including, but not limited to the following;
  - A) modification to annual leave policy 200.36,
  - B) Town Staff Pay Grades,
  - C) revisions to the Town job descriptions and classifications,
  - D) paying the full PERS contribution rate of 2.25% as approved by the Board of County Commissioners, with associated budget modifications; with public comment prior to Board action. (approx. 20 minutes)
12. **For Possible Action:** Discussion on Town organization structure and provide direction to staff on promoting the Town Civil Engineer to the Town Superintendent, along with increasing the beginning pay to recruit an experienced mechanic with a CDL for the Health and Sanitation Department, with associated budget modifications; with public comment prior to Board action. (approx. 20 minutes)
13. **For Possible Action:** Discussion to approve, approve with modifications or deny the request to sign an interlocal agreement between Douglas County and the Town of Gardnerville on maintenance of the future multi modal trail along the Martin Slough, south of Zerolene and north of the existing Martin Slough Nature Trail, adjacent to the Chichester Estate subdivision, at the Martin Slough Ponds, southeast of the intersection of Chichester Drive and Gilman Ave; with public comment prior to Board action. (approx. 20 minutes)
14. **For Possible Action:** Discussion to award, award with modifications or deny the 2015 Hellwinkel Channel Project #08D01, PWP# DO 2015 246, the contract to impact Construction in the amount of \$405,455.41, and authorizing the town manager to sign the award and contract, and provide approvals of project change orders up to 10% above the contract price, for a total amount of \$446,040.95; with public comment prior to Board action (approx. 10 minutes)



## GARDNERVILLE TOWN BOARD MEETING AGENDA – CONT'D

15. **Not For Possible Action:** Discussion on the Town Attorney's Monthly Report of activities for July 2015.  
(approx. 5 minutes)

16. **Not For Possible Action:** Discussion on the Town Manager's Monthly Report of activities for July 2015.  
(approx. 5 minutes)

2<sup>nd</sup> PUBLIC INTEREST COMMENTS period (No action will be taken)

Adjourn

Gardnerville Town Board Meeting – September 1, 2015



## GARDNERVILLE TOWN BOARD

### Meeting Minutes

Lloyd Higuera, Chairman  
Mary Wenner, Vice Chairwoman  
Cassandra Jones, Board Member  
Ken Miller, Board Member  
Linda Slater, Board Member

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Contact: Carol Louthan, Office Manager  
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board packet online at the town's website.

Tuesday, July 7, 2015

4:30 p.m.

Gardnerville Town Hall

**INVOCATION** – Pastor Jim Beilstein of Trinity Lutheran Church

Meeting was called to order By Chairman Higuera at 4:30 p.m. Chairman Higuera made the Determination a Quorum is present.

**PLEDGE OF ALLEGIANCE** – Ken Miller led the Pledge of Allegiance.

#### **PUBLIC INTEREST COMMENTS (No Action)**

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No public comment.

#### **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.

Mr. LaCost asked that item 13 be pulled from the agenda.

**Motion Slater/Miller to approve the agenda with the exception of item 13.**

No public comment.

**Upon call for the vote, motion carried unanimously.**

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

**June 2, 2015 Regular Board meeting, with public comment prior to Board action.**

**Motion Wenner/Slater to approve the minutes of June 2, 2015.**

No public comment.

**Upon call for the vote, motion carried unanimously.**

#### **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.

**Motion Miller/Slater to approve the consent calendar.**

1. **For Possible Action: Correspondence**  
Read and noted.
2. **For Possible Action: Health and Sanitation & Public Works Departments Monthly Report of activities**  
Motion to accept.
3. **For Possible Action: Approve June 2015 claims**  
Motion to approve.
4. **For Possible Action: Approve 32' foot wide Ditch Irrigation & Maintenance Easement for downstream users of the Martin Slough waters on the Hellwinkel property APN 1320-33-402-080, along the existing irrigation ditch alignment, as required by Water Conveyance Advisory Committee for the Flood Channel**

site improvement project review.

Motion to approve.

5. **For Possible Action:** Approve the Main Street Gardnerville newly elected officers for FY 15-16 with Linda Dibble, President, Scott Bergan, Vice-President, Norie Jenkins, Treasurer, Suzanne Carreau, Secretary  
Motion to approve.
6. **For Possible Action:** Approve Special Event Entertainment Endorsement Application submitted by Marie Lekumberry, representing J. T. Basque Bar & Dining Room for an accordian band – Basque Folk Dance Event on Friday, August 7, 2015 from 8:00 pm until 11:00 pm, with an anticipated attendance of approximately 200 people. J.T. Basque Bar & Dining Room is located at: 1426 Hwy 395, Gardnerville, Nevada 89410.  
Motion to approve.
7. **For Possible Action:** Approve and accept maintenance responsibility of landscaping installed by the Overland behind the sidewalk to the face of the curb along the parking lot and building along Gilman Avenue from Courthouse Alley to Highway 395, all located within the public right of way.  
Motion to approve.
8. **For Possible Action:** Approve Main Street Gardnerville and Record Courier Fall Art Show, September 12, 2015, at Heritage Park.  
Motion to approve.
9. **For Possible Action:** Approve a request by Sarah Sanchez, Carson Valley Community Food Closet, to divide the existing 2.84 acre parcel into two parcels, the smallest being 1.0 acre, in the Neighborhood Commercial (NC) zoning district in the Minden-Gardnerville Community Plan, APN 1220-04-002-009, 1245 Waterloo Lane.  
Motion to approve.

No public comment.

Upon call for the vote, motion carried unanimously.

#### **ADMINISTRATIVE AGENDA**

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

10.  **Not for Possible Action:** Discussion on the Main Street Program Manager's Monthly Report of activities for May 2015.

Mrs. Lochridge reported we did receive the award from Nevada Magazine. Thanks to all of you for being at the Freedom 5k and being present to accept this award. We were nominated as Reader's Choice for best town with Minden. This award is voted on by visitors. Thanks to Ken and Stephanie Waggoner. They took the reps from Nevada Magazine through the Heritage Park Gardens area and now they want to do an article on the garden. We appreciate it. Stephanie also did a presentation to the Masons at their board meeting last month regarding the Basque mural we are trying to find a home for. They seemed very interested with a couple of changes to the easement with Mike's (attorney for Main Street) approval. We are just waiting to hear back if it is a go. Their next meeting is scheduled on July 21<sup>st</sup>. We had a really good turnout for the Freedom 5K. We had 100 registered walkers and runners. The Lions Club had close to 100 people at their breakfast. We had 25 to 30 kids and adults doing the Yankee Doodle Dash. Some of the parents I talked to said they look forward to bringing their kids out to do that again next year. We do have several other events we are working on right now. We will have a beverage booth at the Splash Dogs event in August. A reporter interviewed Carol Sandmeier and myself for an upcoming article on the Heritage Park Gardens project. Planning meeting with the Visitor's Authority will be held later this month to create a work plan for the Great Race event. Once things slow down, Tom and I will meet with some of the members from our fronton Basque district steering committee to create a plan of action to present to both the full steering committee, the Main Street Board and the Town Board.

Mr. Higuera thought the Yankee Doodle Dash will grow. That was really a fun event. It was a group effort and it turned out well. We still had a good turnout.

Mr. Miller wanted to let everyone know on the Slaughterhouse Lane Races, myself and Scott Bergan will be approaching the service clubs within the area to put a team together. You will see all the rules are setup and ready to go. Scott Bergan and his committee have done a good job.

11.  **Not for Possible Action:** Discussion and presentation on an update on State of Nevada 2015 Legislative Session by Wes Henderson, Nevada League of Cities & Municipalities.

Mr. Wes Henderson asked that any time the town receives an award, let us know so we can put it in our newsletter and help brag about one of our members. The League has five bills we are allowed to submit per session. Three of the bills passed. Unfortunately one of the bills that didn't get passed was the Main Street bill. We will not give up on the program. We will work with the governor's office, office of economic development and historic preservation office, to try to get that in the budget for 2017.

Mr. Miller felt the bill was just kind of dropped after it was once introduced. Had we had a champion by one of the state senators or assemblymen, it would not have been dropped. I think that's what the committee was waiting for, was somebody else to bring this bill up.

Mr. Henderson believed a champion always helps. If we can't get the governor to include it in his budget for the next session we would bring back another bill and it would be a great idea to find a legislator.

Mrs. Jones asked what the other bill was that did not get approved.

Mr. Henderson answered the bill that sought to clarify what could be charged for copies of public records. That bill always receives a lot of opposition. One bill that was passed that directly affects the Town of Gardnerville was Assembly Bill 19. This bill will allow you to hold your annual budget hearing on a regularly scheduled town board meeting date. Prior to the bill being passed, you had to hold the hearing on a specific date. Now you have a window starting the third Monday to the end of May to hold the budget hearing. You have a handout with information on some of the other bills. This is a cliff notes version. We will be producing a report on the legislative session this Thursday. I would be happy to answer any questions.

Mrs. Jones asked if they do any type of presentation to educate elected officials on the changes.

Mr. Henderson tries to do that in a presentation to the individual governing bodies. That is how we communicate. You should have some things in your packet regarding US Communities program. This is a program that was started in 1996. It is a nationwide government purchasing program. They negotiate contracts. I encourage you to take a look at that. The conference is coming up in October. We are working on transportation options. We will have educational sessions on adapting to drought conditions, getting along with businesses, how to participate in public lands management planning, keeping city hall safe, the business of marijuana and eliminating veterans' homelessness. We will have a welcome reception at the golf course. We will have a 1940 style USO show, complete with a big band that will be held at the refurbished service club at the Wendover Air Base. Federal legislation was introduced by Representative Jason Chavitz of Utah. It is called the Remote Transition Parody Act. It is an attempt to close the loophole on online purchases. We have sent letters to our members of the House. Please consider writing a letter in support also.

12.  **For Possible Action: Discussion and presentation on a request by Sierra Chef (Cynthia Ferris Bennett and Leslie Broderson) for a Farmers Market Family Event from May through September 2016, the 1<sup>st</sup>, 2<sup>nd</sup>, and last Thursday nights of each month in Heritage Park; with public comment prior to Board action.**

Ms. Bennett and Ms. Broderson are looking at a family farmer's market. We are calling it Farm and Funfest. One of the requests we have received is an evening market. We want something where families can come and kids can get involved. We are proposing a Thursday night market in Heritage Park. We have about 10 vendors committed for next year. We will have a final plan in place by February 1<sup>st</sup>.

Mrs. Slater asked what items they are going to bring forth for the family.

Ms. Bennett would like to tie in some events with the community garden: gardening programs, kid art. I don't picture bounce houses. I picture more activities they can do.

Ms. Broderson added one lady has children's books on farming and gardening. It will involve local people who want to volunteer or have a booth and do activities.

Ms. Slater asked if this is strictly produce.

Ms. Bennett answered no. It is a combination of farmers market and a funfest. So it would have produce, food vendors and specialty vendors.

Vice-Chairman Wenner asked if this is specifically Thursday night. I understand there is one over in Fernley on Thursday night also.

Ms. Bennett thought there probably is, but the vendors that we have committed don't attend that market.

Mr. Miller mentioned the Main Street Board did not want it on the third Thursday during the wine walks.

Mrs. Jones asked about the Sierra Grill. I thought there was a farmer's market that you hosted earlier.

Ms. Bennett advised they will continue to host that through September. That one is definitely a farmer's market. It does not have any family activities.

Mrs. Jones asked that the application say Thursdays except the third Thursday, because there are five Thursdays in some months.

Mr. Miller asked about their insurance.

Ms. Bennett advised all the vendors have liability insurance. Depending on what they are selling, if they are selling food they would have a catering license. The vendors are licensed and insured.

Mr. LaCost would like to ensure there is a cleanup plan.

Ms. Bennett will have it in their plan.

Mrs. Jones asked about soccer practice in the fall. I see our park used for soccer practice usually starting in August.

To Mr. LaCost's knowledge, it is not a sanctioned event. They are not really impeding anything.

Ms. Bennett explained with the current farmer's market we always allow 5 community booths.

Mr. Miller asked if they might bid on the Lampe Park market. If you get that would it invalidate this application?

Ms. Broderson stated not at all.

Mr. Rowe noticed Sierra Chef LLC was put down as the organization. I am assuming that you are a manager or member of that limited liability company. Who is the named insured on the policy?

Ms. Bennett answered the Sierra Chef LLC is.

Mr. Rowe asked if that will be the applicant as well, in February, when you present the plans.

Ms. Bennett answered yes.

Mr. Rowe will want to see the proof of insurance and also the town needs to be named as additional insured under the policy. I would suspect Douglas County, if you have to go to them, will also want to be named as additional insured.

Public comment.

Mr. Linderman asked if this would replace the present market

Ms. Broderson answered no.

Mr. Linderman asked if they thought there was enough business.

Ms. Bennett has so many requests for an evening market that is family oriented.

Mr. Linderman asked if this was born out of the requests.

Ms. Broderson answered from customers and also vendors.

No further public comment.

**Motion Jones/Slater to approve a request by Sierra Chef for a farmer's market family event from May through September 2016 on Thursday nights of each month except the third Thursday, at Heritage Park, subject to them amending their application and submitting a complete application with their plans and insurance in February. Motion carried unanimously.**

- 13. For Possible Action:** Discussion on a request to use Heritage Park for a fee of \$500 for the 2.5 days for a Flyball tournament on September 25 – 27, 2015, authorizing the handled dogs in the park for the event, presentation by John Tresise, Fly dog team member; with public comment prior to board action. (Taken off agenda)
- 14.  Not For Possible Action:** Discussion and presentation of Douglas County Pay and Compensation Study, including the modification to annual leave policy 200.36, Pay Grades, new job descriptions and classifications, and paying the full PERS contribution rate of 2.25%, Presentation by Jim Nichols, Douglas County Manager, or Wendy Lang, HR

Mr. Nichols, Douglas County Manager and Wendy Lang, Acting Human Resources Director, are here to talk about a number of compensation elements and issues that were brought before the Douglas County Board recently for their consideration and approval. I learned a valuable lesson last week when talking to the Town of Minden. So I will proactively apologize in advance, that this really should have come to you sooner. I recognize, as I did with Minden, this is after the fact and not the ideal situation. I take full responsibility for that. Since Tom is not here I will blame him for the fact we are so late. In reality it is truly my fault and I will make the same commitment to you that I made to Minden, which is, in the future I will coordinate these efforts better with your town manager so we can talk to you in advance and not after the fact. I wanted to make sure that was understood. Wendy will lead the discussion and I will chime in as necessary

Ms. Lang's first item is the PERS contribution rate increase. In 2015 the PERS contribution rate for PERS participants increased by 2.25 percent. Per NRS that increase would be shared between the agency and its employees. However, Douglas County decided that we wanted to cover the cost of the employee's share. So the way we did that is by taking a board action for a cost of living adjustment of 1.125 percent for the employees, which will net nothing: no increase or decrease. That action was approved on June 18<sup>th</sup>. The PERS increase went into effect July 1<sup>st</sup>. Employees are not experiencing any reduction to their pay as a result of that increase.

Mr. Nichols clarified the reason we had to do it that way is because of the rules. A PERS increase is recognized by employees through a decrease in the pay. The COLA basically net zeroed their pay and they didn't see an increase or decrease.

Ms. Lang added this is a one-time action. NRS and Douglas County policy would require us to make that decision each time. The default or standard would be to be born equally by the employer and employee. Town of Gardnerville, just like the other towns and entities that are part of Douglas County's PERS account, is required to do one action together. It is not something we can differentiate for different types of employees based on departments or divisions. That is the PERS part of the presentation.

Over the last year and a half Douglas County has been proceeding with a classification and compensation study that addressed competitiveness in the labor market of our positions as well as the appropriate job duties. As a result we have established new or revised job descriptions or titles that more appropriately match the work the employees are doing; then classification of those positions and proposed pay ranges. We have reduced the number of pay grades from over 70 to 29. Some positions will experience a reduction and some an increase. No employees will experience a reduction in pay. Any employees that are topped out or beyond the maximum of their grade's pay range will not receive further increases to their salary. There is no intention to reduce anyone's pay. For the employees that are below the new pay grade there is a three-year implementation plan beginning with increasing employees up to \$1 this first year.

To be even clearer, Mr. Nichols didn't want to create a situation where employees were making less than the minimum and new employees were brought in above them. So we are raising the minimum at the same level as the employees. If the study says a pay range minimum needs to be raised \$3, that employee at the bottom will be raised \$1 and so will the minimum pay. That minimum will be brought up over the three years just like the employee's salary. You may still have a case where a new employee is making the same as an existing. It's the best compromise we could reach. The alternative was to bring everything up to the minimum right away. Financially that just wasn't affordable so that is why we have this three-year schedule.

Mr. Miller asked about a situation in which the county has a need for an employee and one of our employees applies for that opening automatically because the pay is higher. That takes away our personnel that are needed.

Mr. Nichols explained the town's positions were evaluated in the same study. The town's positions are being brought into market just like the county.

Mr. Miller commented, if we follow what the county does. It's hard for us to find room to implement this. That's one of the big reasons why we don't have a presentation on it from Tom. It takes a lot of work on his part to put this together.

Chairman Higuera advised Tom has been working on this. He is not here for this meeting and he wanted to make the presentation. This will all come back next month and we will go through it. He has found solutions to all of the various things that came up. A lot of your questions should be answered then.

Mrs. Jones stated a \$25,000 impact to us is a big deal. And there will be an additional impact next year. One of the things we have talked about consistently on our board is the need to hire at least one more supervisory position. This is an intangible impact on us that is huge.

Mrs. Slater asked about the pay grades.

Mr. LaCost asked how the merit increases will be impacted upon this whole process. I know you want to do an implementation of \$1 per year. Even at that, and I can only talk about my own personal experience, I won't reach the county's minimum pay plan.

Ms. Lang clarified we are not necessarily doing a \$1 per year. We're doing \$1 the first year. Then we will assess what we can do in the second year.

Mr. Nichols has committed to the board that it's a three-year implementation. That's why if it's a position that happens to be \$5 out, it may be \$1 the first year but the next two years we will make up those other \$4. We just don't know how yet because it really will depend on finances.

Mr. Miller commented we gave up a tax rate. It is something we will never see again. So it's hard to balance the budget each year because of that. If we had that tax rate back it would certainly make it a lot easier on us.

Mrs. Jones thought maybe the bill that Wes talked about that has been introduced to congress to close the loophole on usage fees (sales tax on the internet) would help.

Ms. Lang explained the annual leave changes.

Mr. Nichols added this is for non-represented employees only.

Vice-Chairman Wenner asked if this is because negotiations are still going on.

Ms. Lang answered correct.

Mrs. Slater asked if it will be reviewed annually.

Ms. Lang answered this policy could be reviewed at any time. We review it every five years.

Mr. Nichols asked if there are any other questions that pop up after today, please let us know. We are happy to answer.

15.  **Not for Possible Action:** Discussion and information only presentation on the Esplanade at the Ranch at Gardnerville, Major Design Review (DA-14-047) of a 41 unit multi-family housing project which includes thirteen (13) triplexes and one (1) duplex regarding the changes made to the plan since the Gardnerville Town Board approval on January 6, 2015. The subject property is located at Heybourne Road and Gilman Avenue in the MFR (Multi-family residential) zoning district (APN #1320-33-210-069), presentation by Hope Sullivan, Douglas County Planning Manager

Mr. LaCost can talk briefly on it until Hope arrives. What they brought to us and what was approved is not what they are doing. They are losing some driveways. Page 14-4 shows in highlights the driveways that are there. The proposed plan on 14-6 shows they have lost driveways on three of the buildings.

Ms. Hope Sullivan, Douglas County Planning, reported county staff had not completed our review before the town board saw the project. What you saw is on the second page of the handout. On the third page is what was approved. The first page identifies what the changes are. The Board of Commissioners was not happy with staff that we brought something to you that didn't comply with code and we weren't clear with you. They wanted us to come back, apologize and make sure you knew what staff did approve. The changes between what you saw and what was approved are: 1. There is no parking on Gilman; 2. Internal parking was added on the north side of Concha Drive. 3. Added sidewalks on both sides of Cinch Trail. 4. There was a requirement of 6 feet of landscaping along Lasso and Heybourne where the sidewalk is, so they shifted their buildings. In shifting the buildings the driveways at buildings 1, 3 and 13 were eliminated. That's the scope of changes between the plan you saw and the plan that was approved. Again our policy is the staff's work will be done before they go to any town meeting. It will be prepared to advise the town exactly to what extent the plan before you is in compliance.

Mrs. Jones asked if this required any variance.

Ms. Sullivan answered no. The changes were made to comply with code.

Mr. Miller asked if there was RV space parking.

Ms. Sullivan answered yes.

Vice-Chairman Wenner asked about a garage where you have to park behind another car in front of it.

Ms. Sullivan explained they all have garages. Rather than pulling into a driveway you are pulling directly into the garage.

Mr. Linderman asked when the presentation was first made for the single car garage there was a requirement for two car parking but this would be tandem instead of side-by-side. That would have had to have a variance. Now you are saying there are no variances.

Ms. Sullivan explained tandem parking is one car behind another. Tandem parking has not been incorporated into this plan. That was one of the reasons the parking came up short. Since they were going 100 percent code compliant they dropped the plan for tandem parking.

Mr. LaCost asked if there is a maximum amount of distance from a condo to their auxiliary parking spot. There are three parking spaces on Lasso. If those three spots fill up, the next closest place is roughly 200 to 300 feet away.

Ms. Sullivan doesn't know 100 percent. This is all a single piece of land. Think of it as an apartment complex. You need X number of parking per square foot of building. County regulations say you may utilize on street parking of perimeter streets at a ratio of 50%. That's what they have done. This has been scrutinized. They are in compliance.

Chairman Higuera noted this item was information only. There is no public comment and no action needed by the board.)

16.  **For Possible Action: Discussion and provide direction to staff on NOT proceeding with posting a Request for Qualifications (RFQ) for Council representation for the Town of Gardnerville; with public comment prior to Board action.**

Chairman Higuera thought we may have acted a little too quickly or hastily without really considering all of the facts or implications. My proposal is to not go out for an RFQ at this time. Mike has been with the town for 33 years. His institutional knowledge is priceless. You can't purchase that kind of information. He is cutting back his practice and he will be sticking with the Town of Gardnerville, the Ranchos and Douglas County Public Administrator. This is his pre-step before complete retirement. I think that would be the more appropriate time. If the concern was dollars, Tom has calculated what other towns are paying and it was in our last packet. Minden, Indian Hills and the Ranchos are all paying more than we are. There was some concern about what it cost per meeting and Tom also calculated what our average meeting was. It came out to 2.7 or rounded 3 hours or \$600 per meeting. One thing we didn't consider is the town manager himself. Tom has told me he respects Mike. He respects his work and he enjoys

working with him. Tom has the most direct contact. He would like to continue that relationship. When you put all that together I think my proposal is that we do not go out for an RFQ until such time as Mike gives us notification he is retiring. I will open it up for discussion.

Mr. Miller's concern is, is the contract with Mike Rowe or with the firm. We always need backup. In the past your firm has backed you up. That's the first question.

Mr. Rowe answered the contract is with the firm. It always has been. The current contract from 2005 was with Rowe and Hales.

Mr. Miller's second question is all of us here have some expertise in different things. Do we really need an attorney present for the budget meetings. If we could do a workshop with the public, do we really need an attorney for all of our meetings. We could almost pick and choose. There are some items that we may be able to save a few dollars. I feel this board is competent and trained every year. So we are aware of what the open meeting law is even though we are not as aware as you are.

Vice-Chairman Wenner's issue was the money part. I appreciate the fact that Tom and Mike both went through the hours put into how much time you spend with us. After looking at the \$600, I could go with that.

Mrs. Slater asked if we could review the agenda and see if counsel is actually warranted at a particular meeting, to help keep a cap on it. Because everything around is going up in price. We have a compensation presentation that will be costing us. To keep a cap on it, I'm looking for ways to accomplish that.

Mrs. Jones felt the challenge is not so much are we complying with open meeting law every meeting. That we can figure out before the meeting starts. Was the agenda posted? Do we need to make a disclosure on the record that three of us were in a space at one time? It's unknown questions. So both as a board member and as an attorney who has served boards before, the time it takes for him or Jennifer or Jim to be here pays off on the other end. In the idea we aren't calling them later and asking for research and then having to download why we need this lookd into. Or by having it resolved quickly because our representative was right there to squash it. While each of us has our expertise, we cannot use that as a defense in a legal suit. You cannot rely on me if I make an assumption under NRS and then call that advice of counsel. We can only do that by relying on Rowe and Hales.

Chairman Higuera feels a lot more comfortable having counsel here at our meetings rather than trying to craft an agenda where he can be here for the beginning and then leave.

Mr. Miller would like to see the budget handled in a workshop rather than at a regular meeting.

Chairman Higuera would like to go back to the main topic, which is the RFQ, and what are we going to do with it.

Mrs. Jones thinks there is immense value in having someone who has been doing this as long as Mr. Rowe. There is no reason to shift away from Mike. When I went back and reviewed the minutes from last month, the vote was to add a term to the contract with Rowe & Hales that would allow a 30 day termination. I think at the point Mike fully retires it would be prudent to review whether an RFQ is appropriate. The one thing Jim and Jennifer don't have is the years of experience that Mike does. But at that time, I think our duty as elected officials will be to have an RFQ. But it is premature to do it now.

Mrs. Slater would go along with that. I would hope when you do retire, you convey to the board a time frame of which we would be able to work with.

Mr. Rowe will certainly do that. When I write a new legal services agreement I would suggest maybe make a 90 day notice period in it. Right now it's 30. That way there would be time to draft the RFQ, conduct the interviews and hire someone before the 90 days is up. You guys have boxes of files in my office. They would need to be transitioned over to whoever takes over.

Chairman Higuera called for public comment.

Mr. Linderman mentioned they already have the 30-day termination. If you change your mind in the next year you still have the 30 day termination clause. You have flexibility to retain him as long as you need. Sounds like a good idea short term.

Vice-Chairman Wenner appreciates the fact we have legal counsel.

Mr. Rowe did not believe that was entirely accurate. The way the old agreement reads is 30-days notice by either party. But I would agree if I am going to terminate it will be 90 days so you know well in advance. But if you want to I'll leave it at 30.

Mr. Miller likes the 90.

Mrs. Jones didn't feel we need to take any action. We did not direct staff to do an RFQ. I don't think we have to vote or take any action.

**Motion Wenner/Miller staff not proceed with posting an RFQ. Motion carried unanimously.**

17.  **Not For Possible Action: Discussion on the Town Attorney's Monthly Report of activities for May 2015.**

Mr. Rowe has been extremely busy. There was a mural agreement with the Masons that went back and forth. I made some comments on that. We are waiting to hear from the Masons. We finally had the information submitted by 20-30 with respect to the insurance and providing proper coverage. There is a provision in the sublease that says the 20-30 Club will pay the town the amount that the town's policy has increased for insuring the jail during their occupancy. I had no way of figuring that out. I'm not sure it increases it an appreciable amount. They have the ability to make improvements. But they have shown a lack of ambition in making any improvements.

Mrs. Jones asked if the lease had 11 years left, 2026.

Mr. Rowe will find an answer.

Mrs. Slater wants to make sure the Town of Gardnerville is in compliance, as well as 20-30 Club. We don't want to lose that.

Mr. Rowe responded the Town is in compliance with it. The question is on our side as to whether or not there is an increase in the premium due to the occupancy of the jail. Bruce was gone for some time. I will find out the term and send an email.

Mrs. Slater doesn't want us in any way, if we don't enforce something, to have a negative effect on the town. If you let it slide is that going to make that lease null and void? All the board members at the time of the lease, worked very hard to make sure the jail stayed with the town. It's not something we should take lightly.

Mr. Rowe finalized the easement agreement and Tom's question was whether or not he could sign and send it in. After checking, the board authorized Tom to proceed with that project. There are four more complicated issues. 1. The town and county have had an interlocal agreement about the provision of services. It's gone through different drafts. Tom finalized one before he left and we've sent it off. That still isn't finalized. 2. The next is a memorandum that I prepared. You saw in Wes' report SB70 was passed. I summarized the changes in the open meeting law. But one of them you can see is at the beginning of your agenda you will see an addition. The law was changed where it required that the person who posted the finalized agenda had to write in the specific time, date, state on or before the third day of the meeting, print their name, title and sign that they posted the agenda in compliance with public notice requirements of the preceding section that was modified. The other changes are not as significant as that. For the most part it didn't modify anything. One other clarification they made was if an open meeting law complaint is filed the results of the investigation, while it is ongoing, will remain confidential. But they specifically accepted certain things that are a part of the open meeting law complaint that will become public record. I listed them on page 2 of the memorandum. I thought you might appreciate a copy of the bill and a memo that summarizes.

As a result of the county's reclassification study they took a look at the description for Geoff's job as well as Paula's. They had major heartburn under the Fair Labor Standards Act with the way Paula was being characterized and classified under the town's policies. She was behaving more like a nonexempt employee. We had to change the way she is carried on the books. I have written a contract that clearly makes her an exempt employee. It's a contract that will be submitted to the MSG board as well as the town board when it is approved. It says she is exempt and here is what MSG will pay the town for a provision of a program manager. The town has \$50,000 as a contribution. Now the town will pay \$50,000 towards her salary and they will pick up the benefits. It works out the same way budgetwise. The agreement is for one year. Tom reviewed the contract with Paula. They had no issues with it and Paula was going to take it to the Main Street board and then perhaps bring it back in August to the town board.

Lastly, Tom referred to the trash truck in his report. We had one year from June of last year within which to bring an action on the basis of the trash truck. We have sued Rush Truck Dealers out of Denver, Colorado. The venue provision was resolved by our statute that says if a company is doing business in the state and is not registered as a foreign corporation, the plaintiff is allowed to pick the venue. We sued them in district court here. The complaint is not served and under our rules of civil procedure we do not have to serve it for 120 days. Finally we are getting some attention to the problem. I have talked to general counsel for Rush Truck Centers. I have talked to Kate Jackson, general counsel to Cummins Diesel. They both were unaware there were any issues with the truck. I told them I am prepared to show there are a lot of issues. It's at a Peterbilt Dealer. It is completely nonfunctional from the town's perspective. Mike agreed to look into it. They had no idea about this. It doesn't appear that there had been any communication between the dealers and the central office. So we sued all the Rush entities I could find. I'm holding off on service of the complaint. I'm giving them an opportunity to address our concerns. I made it very clear we want a new truck or the money back. We will see what happens.

Mrs. Jones asked about Mr. Rowe's costs.

Mr. Rowe further explained In the lawsuit under the lemon law if the plaintiff sues and is successful the statute says the manufacturer of the vehicle will pay the fees of the plaintiff.

Mrs. Jones asked if they could force us into federal court. Does it meet the amount in dispute threshold?

Mr. Rowe believes it does exceed the threshold. It's \$239,000 and change. So I think they have met that criteria. Our strongest argument is they submitted their proposal to the town at the town offices. In the body of the proposal it says we are pleased to submit to the Town of Gardnerville the following proposal.

Mr. Miller asked in the event they negotiate giving back our money, what do we do about your hours? Do we get reimbursed for those hours?

Mr. Rowe has made it part of our demand. Right now they're both saying Cummins and Rush are both saying we didn't know anything about it. I would have a closed session for a claim that is under your jurisdiction and I would not accept a settlement that doesn't reimburse us for the fee. I took six or eight hours to put the complaint together.

Mrs. Jones mentioned the 120 day deadline. If we don't have a settlement at our September meeting he will need to serve it to preserve our claim, even if they are in the middle of working on a settlement.

Mr. Rowe has a program called Amicus on the computers. It is in there monthly and I keep a hard calendar. My secretary has it on her calendar. We won't let that slide. I think I have covered everything.

18.  **Not For Possible Action: Discussion on the Town Manager's Monthly Report of activities for May 2015.**

Mr. LaCost has a couple of updates to Tom's monthly report. The Hellwinkel project is completed. The contract documents have been given to Mike to review. The permit is ready from Douglas County. I would like to advertise next week, have the bid opening on July 29 and approved at the August meeting. We are still waiting on a response from the Army Corp. If you have any questions I will answer them.

 **2<sup>nd</sup> PUBLIC INTEREST COMMENTS period (No action will be taken)**

No public comment.

Meeting adjourned at 6:09 p.m.

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Lloyd Higuera  
Chairman

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Tom Dallaire  
Town Manager

**Gardnerville Town Board**  
**AGENDA ACTION SHEET**



1. **For Possible Action: Correspondence**
2. **Recommended Motion: Receive and file**  
**Funds Available:**  Yes  N/A
3. **Department:** Administration  
  
**Prepared by:** Tom Dallaire
4. **Meeting Date:** August 4, 2015 **Time Requested:** N/A
5. **Agenda:**  Consent  Administrative
6. **Background Information:** See attached.
7. **Other Agency Review of Action:**  Douglas County  N/A
8. **Board Action:**  
 Approved  Approved with Modifications  
 Denied  Continued



# Walker & Associates

661 Genoa Lane, Minden, Nevada 89423

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MEMO TO: Nick Marano  
Jim Nichols  
Jeff Page  
Pat Whitten

FROM: Mary Walker  
Steve Walker

DATE: June 8, 2015

RE: Legislative Update

## Overview

The 2015 Legislature is over. The Legislature has introduced over 1,000 bills. We monitored over 500 bills for the 4 counties.

Overall, I think we had an excellent Legislative Session for the counties with many bills being passed which we have been trying to pass for several decades or which were bills detrimental to the counties which were either amended or killed including:

- 1) SB 168 Collective Bargaining-first collective bargaining reform to pass the Legislature in my 30 years of working at the Legislature. It allows for a reopener when there is a fiscal emergency and a 3 month General Fund balance not available for negotiations.
- 2) AB 172 Prevailing Wage-increased prevailing wage from \$100,000 to \$250,000
- 3) SB 95 Publishing Tax Rolls-Ends publishing the tax rolls as of July 1, 2015, however, there is an ad required for FY 15-16 only.
- 4) SB 153 Presumptive Eligibility-Limits Heart and Lung workers comp to a more reasonable level for public safety
- 5) SB 29 NACO Home Rule-Got it through for operations only
- 6) SB 482 Elected Officials Salary Bill-got it through with 3% per year increase for all elected officials.
- 7) AB 191 Fuel Tax Indexing-passed and will be put on the 2016 ballot
- 8) AB 364 Portal Bill-passed with amendment from our counties for it not to cost local governments and it is enabling only
- 9) SB 30 NACO Longevity Bill-passed with enabling language an elected official may choose not to take longevity
- 10) SB 241 Collective Bargaining-requires unions to reimburse cost of employee time off to do union business or to decrease amount of negotiated award to reimburse cost of employee time off doing union business.
- 11) SB 170 Data Center Abatement passed.
- 12) SB 353 bidding professional services, sole source items was killed due much to our efforts.
- 13) AB 170 Bonding was amended due to our efforts to make it amenable to the local governments.

- 14) AB 417 Storey boundary bill was killed.
- 15) AB 427 Mining Restriction bill killed.
- 16) SB 111 Police Recording Devices was amended to only affect the Highway Patrol.
- 17) SB 122 Recycling Construction Materials was amended to only affect Clark County then was killed.
- 18) SB 487 Lakes Crossing cost shift to the counties was killed.
- 19) Consolidated Taxes-no change which is a positive for our counties.
- 20) AB 366 Right of Way Maintenance was amended by our counties to address our concerns.
- 21) AB 163 Rangeland Fire Associations was amended by our counties to address our concerns.
- 22) AB 281 Traffic Laws affecting our court fees was killed.
- 23) AB 454 Manufacture Home Park was amended by our counties to address our concerns.
- 24) SB 146 Sleeping Periods was amended by our counties to address our concerns.
- 25) SB 421 Presidential Primary Bill which would have cost the counties was killed.
- 26) SB 433 Election Bill which would have cost the counties was killed.

There were three bills/issues which we did not win on, neither did the State, schools and/or other local governments which are:

- 1) AB 106 Design Professionals-this shifts some liability from engineers/architects to the State, local governments and schools.
- 2) AB 332 Public Works-requires sales tax to be paid on public works materials and which affects State, local governments and schools.
- 3) Child Protective Services-the Legislature did not pass the amendment the Governor submitted to help us correct the CPS assessment to the rural counties. There was a disconnect between LCB staff and State DHHS staff. It affects the 15 rural counties.

A complete listing of each bill we monitored and links to the final bill language will be submitted to the County Managers and staff by the end of next week.

#### **Bills of Importance:**

##### **Assembly Bills**

**AB 10 NACO Indigent Defense Bill. DEAD** This bill would shift indigent defense costs for capital cases to the State. It was heard very favorably in the Judiciary Committee and referred to Ways and Means for funding consideration.

**AB 19 Tentative Budget Dates. APPROVED.** Allows the final budget to go to elected boards in the last 2 weeks of May instead of set at the 3rd Monday in May.

**AB 25 Residential Construction Tax Bill. APPROVED** Bill would allow additional uses for the residential construction tax to include existing park facility improvements but not maintenance.

**AB 41 Indigent Care. APPROVED** Bill eliminates the ability for the State to take remaining County IAF/SUP funds at year end.

**AB 90 Nevada Mutual Aid. APPROVED** It establishes a Nevada Intrastate mutual aid system.

**AB 106 Design Professionals. APPROVED** Bill would shift liability of engineers and architects professional liability onto local governments. Our counties testified against the bill. Doug Ritchie from Douglas County DA and Darren Schulz did a great job!

**AB 163 Rangeland Fire Association. APPROVED** One of the Governor's top priorities. Bill heard very favorably. I submitted amendments on behalf of our counties and fire districts to insure 474 fire districts had control over the program within their jurisdictions. All parties now agree. State Forester Firewarden was very good to work with and he agreed to all our amendments.

**AB 170 Bonding Restrictions. APPROVED** This bill originally would limit rural bonding to \$2.5 million and urban bonding to \$5 million. All local governments were against this bill. For the past 2 months, I have been working with sponsors, Assemblymen Dickman and Wheeler to amend the bill to take out the bonding limits. They have agreed. The bill now will only pertain to requiring the bond proceeds to be spent in accordance with the bond covenants and additional notification.

**AB 172 Prevailing Wage. APPROVED** Prevailing wage changed from \$100,000 to \$250,000.

**AB 182 Collective Bargaining Reform. DEAD** This bill is very controversial and it has a lot of opposition from unions. It is an omnibus bill which eliminates supervisors from unions, was amended to put in a 3 month fund balance not available for negotiations (to match our bill has a 3 month fund balance not available for negotiations in SB 168), prohibits employer from providing paid leave or paying compensation for union members doing union business, requires notification of certain offers made in collective bargaining, eliminates final and binding factfinding, eliminates arbitration, etc.

**AB 190 PERS Reform. DEAD** This bill is very controversial and it had a lot of opposition. It had an \$800 million fiscal note. The bill would eliminate the current PERS system for new hires after 7-1-16. The new system would be a mixture of a defined benefit plan and a defined contribution plan. It is complicated and PERS testified it would increase our rates because the current system would be closed with no younger employees coming into the system which lowers the cost.

**AB 191 Fuel Tax Indexing. APPROVED** The bill would allow for fuel tax indexing with vote of people. Was heard very favorably.

**AB 249 Our Collective Bargaining Bill. DEAD** The bill would require factfinders and arbitrators find any monetary award be financially sustainable as well as the ability to pay. Puts in a 25% fund balance reserve not available for collective bargaining in the General Fund, etc.

**AB 281 Traffic Laws. DEAD** The bill would have decriminalized traffic citations thereby eliminating local government's ability to collect court fees. Bill was amended to put the criminalization back in to not affect the court fees.

**AB 289 Study of Mental Health Regionalization. DEAD** The bill requires the Legislature to study regional mental health governance.

**AB 332 Public Works Sales Tax on Materials Bill. APPROVED** Bill originally required sales tax on public works purchase of materials in-house. Bill has several amendments, so not as bad, but still a problem.

**AB 353 Bidding on Professional Services, Sole Source, etc. DEAD** This bill would have required bidding for professional services, sole source and many other items.

**AB 364 Portal Bill. APPROVED** Includes our amendment to insure there would be no cost incurred by local governments and it is enabling.

**AB 366 Right of Way Maintenance Bill. APPROVED** Passed Assembly Transportation with our amendment to allow fuel tax to be used not only for rights of way but also for administrative costs associated with the project.

**AB 377 Nevada State Prison. APPROVED** Provides for preservation and development of Nevada State Prison as cultural resource.

**AB 401 Courts of Inquiry. DEAD.** Bill would have cost local governments by requiring them to have courts of inquiry for convicted criminal review of their innocence, etc.

**AB 410 State Boards. APPROVED** Bill originally would have changed the make-up of State Boards including the Transportation Board, but it was amended to only include the Real Estate Commission.

**AB 417 Storey/Washoe Boundary Bill. DEAD.** Would have extended the date of 2013 Legislation regarding changing the Storey/Washoe boundaries.

**AB 427 Mining Restrictions Bill. DEAD.** Would have eliminating local government planning over mining.

**AB 454 Manufacture Home Park. APPROVED** Bill passed Commerce and Labor with amendment to eliminate our concerns.

**AB 460 Reapportionment. DEAD** Bill states Legislative intent to expand the number of Assembly and Senate seats in the next reapportionment cycle.

**Senate Bills:**

**SB 11/29 NACO Home Rule Bill. SB 11 DEAD, SB 29 APPROVED** NACO and all the counties have done a great job getting this bill passed the Senate. NACO was great on this one! They left no stone unturned!

**SB 16 NACO PSI Bill. DEAD.** Bill would require counties to pay 30% for Pre-Sentence Investigations instead of 70%. Heard very favorably in Senate Finance. Discussion amongst Committee members to go to 50%-50%.

**SB 30 NACO Longevity Bill. APPROVED.** Bill was amended to make it permissive if an elected official wanted to forgo their longevity pay, they could.

**SB 59 Sec of State Business Portal Bill. APPROVED** Original bill had unfunded mandate of local governments paying for system upgrades to integrate with Sec of State's system. Sec of State has accepted our amendments to make it enabling only and providing it won't cost local governments anything.

**SB 66 Henderson Development Agreement Bill. APPROVED** Original bill had lots of problems. Mimi Moss and Cynthea Gregory from Douglas County did a great job working with Henderson to come to agreement where now they are neutral on the bill.

**SB 93 Aircraft Abatements Bill. DEAD** Bill provides aircraft abatements and is supported by all airports in State. Heard very favorably in committees.

**SB 95 Publication of Tax Rolls. APPROVED** Bill eliminates the requirement to publish the tax rolls, instead allowing it to go onto website. However, for FY 15-16, counties have to publish alternative advertisement.

**SB 108 Prevailing Wage Reform.** DEAD This bill raises the prevailing wage limit from \$100,000 to \$1 million.

**SB 111 Police Video Cameras.** APPROVED The bill was amended to only require the Nevada Highway Patrol to wear video cameras. The local governments were kept out of the bill.

**SB122 Recycling Construction Debris.** DEAD This bill requires contractors whose project is within 30 miles of a recycling center to transport construction debris to the recycling center. Amendment put in to only affect Clark County.

**SB 146 Sleeping Periods.** APPROVED This bill would have required no payment for sleeping periods for those who work 24 hour shifts. Meant for home health care workers. The sponsor has agreed to an amendment which will specify it does not affect firefighters.

**SB 149 Public Works Grants.** DEAD Bill would provide \$6.5 million to Carson, Douglas and Lyon each for public works projects. Smaller counties, such as Storey would receive a lesser amount not yet defined in bill.

**SB 153 Presumptive Eligibility.** APPROVED Important bill which will put some reasonable parameters around current lifetime benefit for heart/lung workers' comp benefits for public safety. Senator Settelmeyer has been working very hard with unions on crafting an agreement to accomplish this. The agreed to language includes eliminating smokers and people who do not follow their doctors orders from presumptive eligibility. It limits presumptive eligibility for those employees with 20 years or less service on a year to year basis. For example, if someone had 5 years of service, they only get 5 years of presumptive eligibility once they leave service. Those over 20 years keep their lifetime benefit.

**SB158 Publishing CBAs.** APPROVED This bill would require local governments to publish the collective bargaining agreements 10 days on their website prior to local government ratifying an agreement. Amendment was presented to reduce it to 3 days.

**SB 168 Our Collective Bargaining Bill.** TO ENROLLMENT UNIONS WANT GOVERNOR TO VETO BILL. 25% fund balance and reopener. This is a bill I have been working on for over several months with Senator Settelmeyer. It was heard in committee very favorably. Lots of support and the usual opposition from some of the unions, but not all of them. Bill allows for a reopener if a local government is in a fiscal emergency. I took Carson City's CBA language for the reopener and wrote it into this bill with some modifications. There is also a 25% or 3 month fund balance not available for negotiations in the bill. The Senate and Assembly have made this bill a priority.

**SB 170 Data Center Abatement.** APPROVED Heard very favorably. It is on a fast track.

**SB 246 Craft Distilleries.** APPROVED Doubled amount to be sold and consumed on site.

**SB 421 Presidential Primary Bill.** DEAD Bill would have required a presidential primary instead of a caucus vote.

**SB 433 Election Bill.** DEAD Bill would have extended early voting hours to include Sundays, etc.

**SB 451 Public Defenders.** DEAD Bill would establish Public Defender Commission and would limit county public defender costs to 2014 level. Spoke with Fontaine and requested it not include any capital cases regarding 2014 cost cap.

**SB 481 Public Utility.** APPROVED Passed Senate Government Affairs with amendments to fix problems.

**SB 482 County Officials Salary Bill.** APPROVED Bill gives all elected officials including County Commissioners 3% raises.

**SB 487 Lakes Crossing Payment.** DEAD Bill would require Counties to pay for criminally insane sent to Lakes Crossing by local judges.

#### **Water and Natural Resources Bills:**

**SB 65 Water Rights Adjudication .** DEAD - This bill and its companion SB 81 was sponsored by the Division of Water Resources. After the initial hearing in Senate Government Affairs, the Chair asked the State Engineer to convene a working group to hammer out issues on both (SB 81) bills. The working group, after meeting 3 times, finished their input on 3/6.

**SB 81 Active Management Areas.** DEAD - See discussion above on SB 65.

**AB 169 Gray Water.** DEAD The bill was one of the last bills on the Assembly's agenda as the clock struck midnight and the amendment from the Senate was not concurred with.

**AB 198 Water Study.** APPROVED It requires the interim Public Lands Committee develop a water study to address a variety of issues including a statewide estimate of water use by specific categories, an analysis of water conservation programs and alternative supply options – eg desalinization. Since the study has no funding a cut and paste effort by LCB staff from existing (and very available) data will likely be the final product.

**SB 173 Mining Regulation –** DEAD. It had requirements of mine reclamation to include a groundwater right be dedicated to the evaporation loss coming from pit lakes.

**SJR1 Public Lands Transfer.** EFFECTIVE 5/21 This resolution is the outcome of a bill from last sessions that required NACO convene a task force of County Commissioners to develop a strategy to convert federal lands into state lands. The resolution focuses on Phase 1 of the task force recommendation to convert 7.3 million acres to state administration. All these lands are now administered by BLM and consist of checkerboard lands along the historic Central Pacific railroad across Northern Nevada, dedicated right of ways, geothermal leased land and land already designated for disposal. Phase 2 would be implemented in 10 years following phase 1 and would include transfer of the majority of public lands to the State. The resolution was heard on March 2 and attracted a large number of people/entities in opposition.

**SB 45 Conservation Districts –** APPROVED. This bill allows grant funding and other state allocations to Conservation Districts no longer has to be distributed equally to all the 28 districts in the state as current law requires. In the governor's budget there will be additional funds added to provide grants to CDs to address sage grouse habitat issues. This bill makes competitive grant funding possible.

**AB 283 Federal Lands Law Enforcement –** DEAD passed committee - Clarifies that state and county law enforcement officials have jurisdiction on all private lands and right of ways and federal law enforcement officials can only enforce state law if an agreement with local/state officials exists.

**AB 408 Public Lands** DEAD – original bill was declared unconstitutional by LCB based upon assumption the state and counties controlled all public lands in Nevada.

**AB 430 Clearing & Snagging** DEAD - re-establishes funding in a state program for clearing debris from rivers and streams.

**AB 431 Feral Horses** – **DEAD**– tasked the State Dept. of Agriculture to provide a management and population control plan for unbranded horses not occupying federal lands.

**SB 476 Conservation Districts** –**APPROVED**– bill recognizes expertise of conservation districts allows them to participate in the federal EIS review process. Also enables County Commissions to establish up to \$25 per parcel within a conservation district if approved by the voters by mail-in ballot, in the general election or special election after BCC approves a petition by the effected entities.

**AB 455 Water Study** **DEAD** requests the legislature conduct an interim study on allocation and use of water in the state.

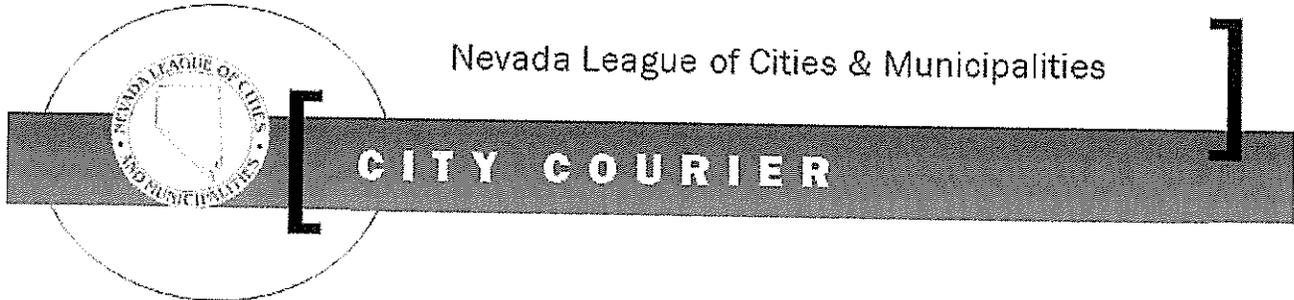
**SB 456 Accessory Roads** – **APPROVED** requires Attorney General to force recognition by federal agencies of certain roads over public lands that were established between 1866 and 1976. Termed accessory roads established to serve activities on federal lands prior to federal ownership or were recognized in certain federal acts - \$500,000 fiscal note/yr by Attorney Generals Office.

**SB 485 Vested Water Rights** - **DEAD** – bill requires holders of vested water rights – water rights claimed prior to establishment of State water law – to file proofs of ownership and beneficial use by 2025.

**Dallaire, Tom**

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**From:** Nevada League of Cities & Municipalities <jwalker@nvleague.org>  
**Sent:** Thursday, July 09, 2015 1:58 PM  
**To:** Dallaire, Tom  
**Subject:** City Courier - July 2015



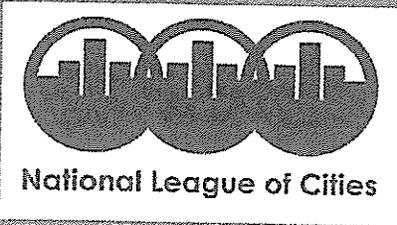
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*July, 2015 - In This Issue:*

- Remote Transaction Parity Act .....
- Board Meeting .....
- Annual Conference .....
- Nevada Drought .....
- Meet us in Music City .....
- "Friends of the League" .....

The advertisement features a photograph of a statue of a prospector on the left. To the right of the photo, the text reads: "Wendover Will wants YOU to join us in the Historic City of West Wendover. October 13-15th, 2015". The background of the text area is a dark, textured grey.

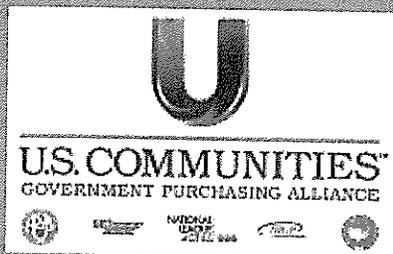
**Register Now!**



### NLC: Supreme Court Highlights: What You Need to Know, and How Your City Will Be Affected

In a 5-4 decision written by Justice Kennedy, the Supreme Court held that same-sex couples have a constitutional right to marry. All state laws and court decisions banning same-sex marriage are now invalid. The National League of Cities signed onto an amicus brief in this case supporting the couples.

[Read more](#)



Travel Services and Solutions is the newest cooperative contract available through U.S. Communities. The contract was awarded to HotelPlanner through a competitive solicitation process conducted by lead public agency, City of Kansas City, Missouri. The contract term is for three (3) years with a start date of April 1, 2015, with the option to extend the contract for two (2) additional periods of one year each.

## Remote Transaction Parity Act Introduced in Congress

Representative Jason Chaffetz (R - UT) introduced the Remote Transaction Parity Act (H.R. 2775) in the House of Representatives. This measure seeks to modernize our nation's outdated sales tax collection process and close the loophole that allows online retailers to skip collecting taxes. Nevada Representative Mark Amodei (R - NV) has signed on as a cosponsor of the bill. We would like to thank both Representatives Chaffetz and Amodei for bringing this measure forward.

The Remote Transactions Parity Act does not impose a new tax but creates a collection mechanism for taxes already owed but unpaid. Current law in Nevada requires that individuals that make a purchase online for which sales taxes is not collected to report the purchase and pay use taxes in an amount equal to the uncollected sales tax. This requirement is rarely followed. H.R. 2775 levels the playing field between online and brick-and-mortar stores by closing the online sales tax loophole. Sales or use taxes are owed on all purchases and it is unfair for online retailers to skip collection taxes while the stores in our community dutifully collect all owed taxes.

The Act will also provide local governments with the resources needed to invest in communities, build infrastructure and provide important services like emergency response. The University of Tennessee, in a study by Donald Bruce and others dated April 13, 2009, estimates that \$344,923,618 of taxes owed on internet purchases goes uncollected in Nevada annually. Nationwide the study estimates that the amount of uncollected sales taxes is a staggering \$23.2 Billion. Congress can give states and local governments the power to require sellers who do not have a physical presence in their jurisdiction to charge and collect sales taxes. Closing this loophole has long been a priority of the Nevada League of Cities and Municipalities.

We have sent letters to all Nevada members of the House of Representatives asking them to support this legislation. During the recently completed legislative session, the Legislature passed Senate Joint Resolution 4 urging Congress to enact the Marketplace Fairness Act which was an earlier version of the Remote Transaction Parity Act. We applaud the Legislature for supporting reform of the collection of sales taxes on purchases made via the internet.

We encourage you to contact the members of Nevada's House of Representatives to express your support of the Remote Transaction Parity Act (H.R. 2775).

Through this contract, you'll have access to HotelPlanner's world-class technology that will provide multiple benefits to your agency.

- Access the lowest rate at the time of booking with the ability to search across multiple channels for hotel, flight and car rental
- Capture, control and minimize travel expenses with HotelPlanner's cutting-edge technology
- No booking fees
- Emergency response housing program
- Book groups, meetings and events with instant contracting

Thanks for your support of U.S. Communities

[Read more](#)

"Friends of the League"



NLC&M thanks CenturyLink for their continued membership in our "Friends of the League" program at the "Platinum" level.

[Membership Information here](#)

## NLC&M Board Meeting

June 29, 2015

The Board of Director's met on June 29, 2015 and discussed some important issues. One important issue that will definitely have an impact on our state is medical and recreational marijuana and the unexpected issues that have been experienced by other states.



Direction was given to Executive Director Wes Henderson to develop a white paper outlining some of these issues.

The board also approved the FY 2015-16 League budget. If you have a topic of interest or suggestions for a presentation at a future board meeting, please contact the League office. Next Board meeting TBD.

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## Registration is now Open for our Annual Conference.

### Get Registered!

Join your colleagues fro across the Nevada to hear from dynamic speakers and attend education sessions on topics including Adapting to Drought conditions, Getting along with Businesses, How to Participate in Public Lands Management Planning, Keeping City Hall Safe, the Business of Marijuana and Eliminating Veteran's Homelessness.



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## Nevada's Drought Forum

Governor Sandoval established the Nevada Drought Forum on April 8, 2015 to bring together the best minds, managers and all interested stakeholders to assess the drought in Nevada, identify best conservation



Nevada  
Drought  
Forum

practices and policy needs, and make recommendations to the Governor regarding next steps. In his Order, Governor Sandoval also mandated full water audits of State facilities and implementation of water conservation strategies at State facilities. Additionally, Governor Sandoval urged local governments and private citizens to conduct similar audits and conserve water in consultation with local water authorities.

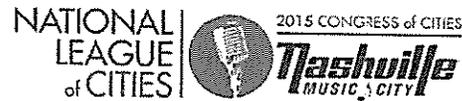


The Towns of Minden and Gardnerville to accept awards for Nevada Magazine's 2015 Tour Around Nevada reader's choice for Best Towns and their respective 4th of July Celebrations.

[Press Release here](#)



[Read more](#)



NASHVILLE, TN

NASHVILLE MUSIC CITY CENTER

NOVEMBER 4-7, 2015

## Meet Us in Music City!

This November 4-7, we'll be heading to Nashville, Tennessee for our annual conference. Everyone is buzzing about Nashville this year, and we can't wait to experience this soulful, creative, and musical city for ourselves.

This conference is the largest gathering of local elected officials and staff in the country, and is designed to offer exceptional educational and networking opportunities to increase the effectiveness of local leaders.

In any given year, conference attendees represent almost all 50 states. NLC is a bipartisan organization focused on connecting officials to local government solutions, and the conference attendance reflects this fact. In terms of city size, small towns to large cities and everything in between are represented.

[Read more and register](#)

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Nevada League of Cities & Municipalities 310 S. Curry Street Carson City NV 89703

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**Senator Dean Heller (R-NV) Floor Speech**  
**The Developing a Reliable and Innovative Vision for the Economy**  
**Act (H.R.22)**  
**July 30, 2015**

Mr. President,

I rise to speak in support of a long-term surface transportation reauthorization bill and to underscore for my colleagues here today the importance of enacting a multi-year bill before the end of the year.

One of the core constitutional functions of the Federal Government is creating the infrastructure necessary to conduct commerce, trade and allow general transportation. I sit on three of the four Senate Committees tasked with developing a highway bill — the Senate Finance, Commerce, Science and Transportation, and Banking Committees — because of this, infrastructure development is one of my top priorities here in Congress.

It has been a pleasure working with Chairmen Inhofe, Thune, Shelby, and Hatch over the past months on a highway bill, and I commend our leadership team, particularly Leader McConnell and Senator Cornyn for working to advance it before the authorities expire and Congress adjourns for the August recess. Moving forward with a highway bill that invests in our nation's crumbling infrastructure, reduces congestion, and increases safety without adding to the national debt will create short-term jobs and long-term economic growth.

Western states like Nevada, which have experienced an unprecedented amount of growth over the past couple decades, have the most to gain from a highway bill. Nevada is one of the fastest growing states in our nation, adding nearly 850,000 people in the past fifteen years. In fact, the Silver State was the fastest growing state in the nation in the 2000s, experiencing a 35 percent population increase. This growth, while exciting for the state, has posed additional strains on our transportation infrastructure system. From 1990-2013, vehicle travel on Nevada's highways has increased by 141 percent.

It is also important to note that the Silver State's economy relies heavily on tourism. Travel spending adds nearly 60 billion dollars into the Nevada economy annually, accounting for about 13 percent of the state's annual GDP. Safe and reliable road and bridges in our state and throughout the country is crucial to growing our economy.

Our rapidly expanding state has a long list of infrastructure priorities to address. A multi-year highway bill will provide the resources and tools that will benefit high priority projects, such as the Boulder City bypass, the Carson City freeway, and the I-15 widening in Las Vegas-Nevada's busiest freeway. Under Nevada's most conservative budgetary plans, our Department of Transportation has identified over 9 billion dollars of capital improvement projects over the next twenty years. Short-term patches will not put a dent in that work plan.

Additionally, it is important to cut bureaucratic red tape, which will speed up permitting and ensure that our nation gets more roads, bridges, rail projects, and other infrastructure development for every dollar we invest.

Over the past couple months, I have worked diligently on my Committees and with the Environment and Public Works Committee in a bipartisan manner to include a variety of Nevada and national safety priorities in the highway bill, which are included in the bill the Senate will vote on today.

First and foremost of those priorities is **the expansion of Interstate-11 to northern Nevada**. I have been working for years with my colleagues in both the Nevada and Arizona delegations on Capitol Hill to move I-11 forward. In the 112th Congress, we were successful in including language in the last highway bill, MAP-21, to officially designate an Interstate route connecting Phoenix and Las Vegas. These are the largest two cities that are not connected by an interstate highway system.

Since that success, I have been working diligently to extend that proposed highway to I-80 in northern Nevada. Earlier this year, I introduced the bipartisan and bicameral Intermountain West Corridor Development Act to extend the route north and worked with Chairman Inhofe to include it in the DRIVE Act.

This full north-to-south, Canada-to-Mexico interstate system is a project of national significance - critical for our nation's mobility, economy, and national defense. This extension will open even more markets for tourism and trade, creating jobs and improving the economy of the entire western United States.

I have also worked to include policies in the bill that will greatly benefit **the Lake Tahoe region's transportation efforts**. The Tahoe Basin is a unique area, shared by the states of Nevada and California, but also heavily controlled by the federal government. In fact, the feds are the largest land manager in the Lake Tahoe basin, controlling 77 percent of the land.

Under current law, Tahoe is not considered as one area from a transportation perspective, because the size of the Lake separates the individual communities that surround the Lake. The growing tourism industry greatly benefits the local economy, but also poses additional strains on the region's transportation system. The language included in both the EPW and Banking titles ensures the populations of the California and Nevada communities surrounding the Lake are considered a singular entity. This will greatly benefit local leaders as they seek additional resources to implement the Basin's innovative 21st century highway and transit plans.

As a member of the Commerce Committee, I also worked with Chairman Thune on the Comprehensive Transportation and Consumer Protection Act, which was approved earlier this month in our committee and is also part of this bill. It includes important reforms that will enhance the safety of our roads and railways.

I am pleased legislation I introduced with my friend from Massachusetts Senator Markey, **the Safety Through Informed Consumers Act**, commonly referred to as the STICRS Act, was

included in the Commerce bill. This policy promotes the purchase of safer cars by requiring the National Highway Traffic Safety Administration to integrate crash avoidance technology information, such as active braking and lane-tracking technology, into the safety rating listed on car stickers.

Consumers have the right to the most accurate and up-to-date information possible when making a decision on what car to purchase. A separate five-star rating for crash avoidance technologies or an adjustment to the current rating system that would preclude a new car from getting five stars unless it has least one of these new crash avoidance technologies, will make it clear to every buyer whether or not the vehicle they are considering has the latest and best safety technology.

Senator Schatz and I have also teamed up on a **safe streets amendment**, aimed at improving pedestrian safety. Threats to pedestrian safety are increasingly becoming a problem in the state of Nevada. The number of pedestrian fatalities has nearly doubled in the Silver State in just three years. In total, pedestrian fatalities are nearly a quarter of our overall traffic fatalities. Nevada is 6th most dangerous for pedestrians over 65 years old.

I know our state and regional transportation organizations are working diligently to address pedestrian safety concerns. I hope our initiative will spur innovative transportation planning throughout the nation that aims to improve bike and pedestrian safety.

Finally, I had a provision included in the bill that restores some sanity to the **Department of Transportation's Hours of Service regulations**. Under the existing rule, drivers of commercial motor vehicles are required to take a 30-minute break after at most eight consecutive hours of work. Industries, such as the ready mixed concrete industry – whose products are perishable – find it difficult to implement the HOS regulation given the unique conditions of their work.

Concrete is needed on a just-in-time basis. Once a delivery is started, it must be completed or the concrete may harden in the truck, causing thousands of dollars' worth of damage. Concrete delivery often takes more than 2 and a half hours to complete. Mixer drivers are also unique in the commercial truck driving industry in that typically they spend only about 40 percent of their on-duty time actually driving. The other 60 percent is spent at the plant waiting to be dispatched, at the jobsite waiting for the contractor to receive the concrete, or unloading concrete.

This "one-size-fits-all" regulation just doesn't make sense, and I am pleased my provision making the existing administrative exemption for perishable goods permanent was included in the Commerce bill.

I would be remiss if I didn't mention some important rail infrastructure policies also included in the Commerce bill. Freight rail plays a major role in the Nevada economy. The Silver State has 1,192 miles of rail track and nearly 43 million tons of freight moves through the state each year via rail, supporting over 700 high-paying jobs. I was proud to team up with my friends Senator Blunt and Booker on two standalone proposals that are in the rail title.

First, **the Track, Railroad, and Infrastructure Network Act** which streamlines permitting for the repair and development of new rail infrastructure is critical to ensure scant infrastructure dollars are spent efficiently and wisely.

Additionally, **the Railroad Infrastructure Financing Improvement Act** implements a variety of “good government” reforms to the revolving loan program utilized to spur development of railroad infrastructure. The program is notoriously underutilized, and I believe it is important we ensure this invaluable tool is reworked so it may be used for new freight and passenger rail development.

I strongly supported the rail reform title when it was approved by the Commerce Committee, and believe it is important that we include rail as part of the surface transportation bill. Improving rail safety and expanding both passenger and freight rail infrastructure are critical components of Nevada and our nation’s long-term economic development plans.

A long-term surface transportation bill is extremely important to the State of Nevada and to our nation. Transportation efficiency and reliability is critical to our nation’s economic competitiveness and the policies in the bill will help address the need to maintain, repair, and expand the national transportation system.

But none of these important policies will get done if Congress just kicks the can down the road. Passing a strong multi-year bill here in the Senate sends an important message to our colleagues in the House.

I urge my colleagues to support the DRIVE Act. Again, I thank Leader McConnell and Chairmen Inhofe, Thune, Shelby, and Hatch for working with me on my priorities. They know how important it is that we enact policies that increase infrastructure efficiency, improve safety, and create jobs throughout the nation. By passing this bill, we can show the American people the Senate is back to work, supporting policies to create jobs and spur economic development across our nation.

With that Mr. President, I yield the floor.

## Dallaire, Tom

---

**From:** Harrell, Jeremy (Heller) <Jeremy\_Harrell@heller.senate.gov>  
**Sent:** Thursday, July 30, 2015 12:33 PM  
**To:** Harrell, Jeremy (Heller)  
**Subject:** Sen Heller's I-11 Extension Sails Through Senate --- Floor Speech on the Highway Bill  
**Attachments:** 07302015 Dean Heller Floor Remarks on the DRIVE Act - as prepared.pdf  
**Importance:** High

All,

Today, the U.S. Senate passed a six-year highway reauthorization bill – the Developing a Reliable and Innovative Vision for the Economy Act (DRIVE Act) – by a vote of 65-34. Earlier today, Senator Heller gave remarks on the floor on the importance of enacting a long-term surface transportation reauthorization bill and on some of the Nevada and national priorities he was successful in including in the DRIVE Act, and he urged his colleagues to support DRIVE. Below is the Senator's press release on the bill as well as a video of those remarks.

If you have any questions, please don't hesitate to reach out. Have a great Thursday!

Jeremy B. Harrell  
Legislative Assistant/Nevada Policy Advisor  
U.S. Senator Dean Heller (NV)  
324 Hart Senate Office Building  
Washington, DC 20510  
Phone: (202) 224-6244  
Fax: (202) 228-6753  
Email: [jeremy\\_harrell@heller.senate.gov](mailto:jeremy_harrell@heller.senate.gov)

Sign up for Senator Heller's [newsletter](#) or follow him on:



**From:** Heller Press Office (Heller)  
**Sent:** Thursday, July 30, 2015 3:10 PM  
**Subject:** Heller's I-11 Extension Sails Through Senate  
**Importance:** High

Press Release

**Dean Heller**  
U.S. Senator for Nevada



**For Immediate Release:** July 30, 2015      **Contact:** [Michawn Rich](#) 202-224-6244

**Heller's I-11 Extension Sails Through Senate**  
*Highway bill passes Senate, includes numerous Heller provisions*

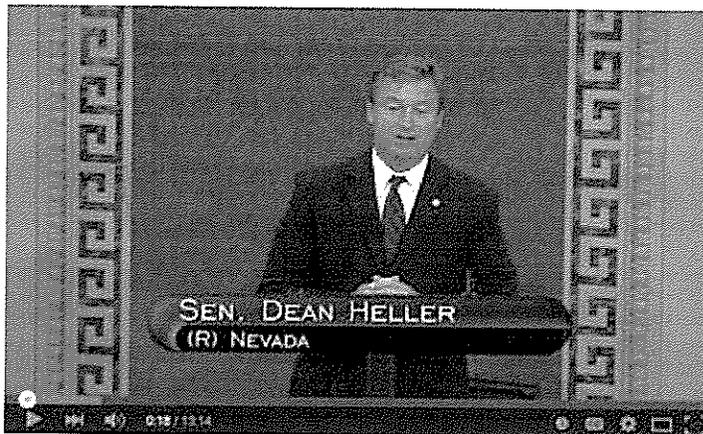
(Washington, DC) – Today, U.S. Senator Dean Heller’s (R-NV) bill (S. 842) to extend the future Interstate 11 (I-11) from Las Vegas to northern Nevada passed the U.S. Senate as part of the Highway Bill, otherwise known as the *Developing a Reliable and Innovative Vision for the Economy Act (DRIVE Act)*. Following Senate passage, Senator Heller issued this statement:

**“This project is the result of hard work and dedication by many Nevada groups and individuals. Extending I-11 to northern Nevada will unleash markets for tourism and trade, improve our economy, and create needed jobs,”** said Senator Dean Heller.

As a member of three of the four Senate Committees tasked with developing the highway bill – the Senate Finance; Commerce, Science and Transportation; and Banking Committees – Senator Heller was able to secure a number of provisions in the Senate highway bill that will increase mobility, enhance safety, and spur long-term economic growth throughout Nevada and the nation.

**“Transportation efficiency and reliability are critical to our nation’s economic competitiveness, and I am proud we were able to include a variety of Nevada and national priorities in this multi-year highway bill,”** Senator Dean Heller continued. **“The policies in the DRIVE Act will help address our need to maintain, repair, and expand the national transportation system, which will create short-term jobs and long-term economic growth. I look forward to working with the House and Senate conferees to move this legislation to the President’s desk.”**

Prior to today’s vote, Senator Heller offered these remarks on the Senate floor:



[Click here to watch Senator Heller’s speech in HD](#)

Mayors [Carolyn Goodman](#) (Las Vegas), [Geno Martini](#) (Sparks), and [Hillary Schieve](#) (Reno) have signaled support for the *DRIVE Act*. You can click on each name above to read their letters of support.

#### **Background of each Heller provision included in the *DRIVE Act*:**

- *Intermountain West Corridor Development Act of 2015 (S. 842)* ensures that the future I-11 is connected to northern Nevada, giving it a key role as an international trade route. Specifically, this provision provides both Arizona’s and Nevada’s Departments of Transportation the flexibility to develop a northern Nevada connectivity corridor and a southern Arizona connectivity corridor as part of the I-11 effort. This full north-to-south, Canada-to-Mexico interstate system is critical for our nation’s mobility, economy, and national defense. An in-depth look at the legislation, including a map, is available [HERE](#).

- *Safety Through Informed Consumers Act (STICRS) Act (S. 1535)* promotes safer cars by requiring the National Highway Traffic Safety Administration (NHTSA) to integrate crash-avoidance technology information, such as active braking and lane-tracking technology, into the safety rating information listed on the car sticker. Senators Heller and Edward Markey (D-MA) joined with Representatives Todd Rokita (R-IN) and Earl Blumenauer (D-OR) on this bipartisan, bicameral legislation.
- *Hours of Service (HOS) Exemption Amendment* makes the existing HOS exemption for perishable goods, such as concrete, permanent. Under an existing rule, drivers of commercial motor vehicles are required to take a 30-minute break after at most eight consecutive hours of work. Industries, such as the ready mixed concrete industry – whose products are perishable – find it difficult to implement the HOS regulation given the unique conditions of their work. Once a delivery is started, it must be completed or the concrete may harden in the truck, causing thousands of dollars' in damage. The concrete industry is critical to our nation's transportation, and as such, its needs must be taken into consideration.
- *Lake Tahoe Transportation Planning Provision* helps the Tahoe region's transportation efforts by ensuring that the populations of the California and Nevada communities surrounding the Lake are considered a singular entity. This will greatly benefit local leaders as they seek additional resources to implement the Basin's innovative 21<sup>st</sup> century highway and transit plans. This language is similar to Section 7(c) of the Lake Tahoe Restoration Act of 2015 (S.1724), which Senator Heller introduced alongside Senators Feinstein (D-CA), Boxer (D-CA), and Reid (D-NV) earlier this summer.
- *Track, Railroad, and Infrastructure Network Act (S. 769)* streamlines permitting for the repair and development of new rail infrastructure. The provision, which Senator Heller worked on with Senator Roy Blunt (R-MO), is critical to ensure that scant infrastructure dollars are spent efficiently and wisely.
- *Railroad Infrastructure Financing Improvement Act (S. 797)* implements a variety of reforms to the revolving loan program utilized to spur and develop railroad infrastructure. The program, which is notoriously underutilized, would improve an important tool for new freight and passenger rail development. Senator Heller teamed with Senator Cory Booker (D-NJ) on this provision.
- *Safe Streets Amendment (S.AMDT.2407)* addresses the continued increase in pedestrian injuries and fatalities across the country. In Nevada, pedestrian fatalities are 24.8 percent of total traffic fatalities. The state is 6<sup>th</sup> most dangerous for pedestrians over 65 years old. Senator Heller joined Senator Brian Schatz (D-HI) on this amendment.

###



-----Original Message-----

From: [vickiejroberts@gmail.com](mailto:vickiejroberts@gmail.com) [<mailto:vickiejroberts@gmail.com>]

Sent: Friday, July 31, 2015 10:51 AM

To: Dallaire, Tom

Cc: [ichiguera@frontier.com](mailto:ichiguera@frontier.com)

Subject: Trash Service

Mr. Tom Dellaire, P.E., Gardnerville Town Manager

Dear Tom and Gardnerville Town Board Members:

Please assure the community at Tues's Aug. 4 Board meeting or at Tues's Sept 1 meeting when you report on the Gardnerville Town PR display at the Aug Minden Air Show, that you will not raise the trash fees again for the foreseeable future of at least three years.

You are spending \$750 to promote the Town at the Aug Minden Air show.

Since you have plenty of money in a slush fund for these Town Board discretionary expenses, we the taxpayers should not see an increase in our fees for operation and maintenance.

Thank you for your attention.

I look forward to your response.

Sincerely, Victoria J Roberts  
Gardnerville, nv

Open copies

Sent from my iPadt

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## Dallaire, Tom

---

**To:** vickiejroberts@gmail.com  
**Cc:** lchiguera@frontier.com  
**Subject:** RE: Trash Service

Thank you for your email Vickie.

I think I need to share with you a few things on how the town budgets are set up. So here are the facts; The \$750 is not coming out the Health and Sanitation fund which is the 611 town fund within the county funds. The \$750 was used to sponsor the air show to promote tourists to come to the Carson Valley where they will spend the night making the valley an actual destination. Events like this air show large headliners like the Thunderbirds will bring thousands of visitors from all over the United State to watch this event in our valley, hopefully they will spend some time here and eat at our restaurants, shop at our stores and stay in our hotels. So by the town Sponsoring this very expensive event in the amount of \$750 has the potential to increase the sales the businesses within the town specifically. This \$750 is not directly related to your trash bill. The fee is rising because the operating expenses across all the services are rising and the fund is not paying for the rising costs of replacement equipment and with the new federally regulations, even when they are not enforced by this great State of Nevada, is costing the town residents plenty just to keep new equipment on the street to collect the trash and green waste. The issues affecting your trash bills are; Bently wanting to turn a profit and is now as of January 1st, is collecting \$20/ton and that is not being passed onto the residents in the past rate study, nor were we notified this was even coming so we could include it in the rate study. But \$20 per ton for a volunteer program for its residents will minimize the amount of refuse going into the land fill where the Carson Land fill bills us \$58 per ton to dump in Carson and the local Douglas Disposal off Pinenut Road bills out \$102+ per ton at that transfer station. The costs of the truck upkeep is rising dues to the road time to Carson to save you, the home owner money in the long run. We cover the costs to do business, we are not in this to make money. Just cover operating costs. You can compare your trash rate with DDI rate of \$73 a quarter or maybe we could get a proposal of having Waste Management came into town and pickup up trash to take to Carson City, do you think that is a better option? I can look into that. It has been 4 years since the last trash rate increase, and the residential pick up is still not paying for its fair share of the overall expense to operate the Sanitation Department, and the commercial is still picking up that slack. So rate will continue will continue to rise and we will put a plan in place to do smaller increments by looking at the rates annually at each budget cycle.

I plan on sharing your email and this response with the town board. I can put with general correspondence if you wish. I hope this clarifies a couple the below stated issues for you.

Please have a good evening and a wonderful weekend.  
Tom Dallaire

Thomas A. Dallaire, P.E.  
1407 Highway 395 North  
Gardnerville, NV 89410  
(p) 775 782.7134  
(f) 775 782.7135  
[Tdallaire@douglasnv.us](mailto:Tdallaire@douglasnv.us)

# Gardnerville Town Board

## AGENDA ACTION SHEET



1. **For Possible Action:** Health and Sanitation & Public Works Departments Monthly Report of activities
2. **Recommended Motion: Accept as submitted**  
Funds Available:  Yes  N/A
3. **Department: Administration**  
Prepared by: *Carol Louthan*
4. **Meeting Date: August 4, 2015**
5. **Time Requested: N/A**
6. **Agenda:**  Consent  Administrative

7. **Background Information:**

Residential Accounts	<i>1763</i>
Commercial Accounts	<i>223</i>
Green Waste Accounts	<i>1281</i>
Cleanup Dumpsters	<i>9</i>
X-cans	<i>459</i>
# of new residential accounts	<i>7 accts transferred to new owners</i>
# of new commercial accounts	<i>1</i>
Minimum User Accounts	<i>36</i>
Total tons of trash	<i>365.69</i>
Total tons of Greenwaste	<i>59.40</i>

June 2015

Parks: DCSO dispatch called about a tree unsafe in the Heritage Park Garden. We're still fighting with all the weeds.

Public works: June 1st all of the hanging plants have been installed on the lightposts on 395, Mission Street, and Eddy Street. Painting it started with stop bars we are done through the south end of town up to Carson Valley Estates.

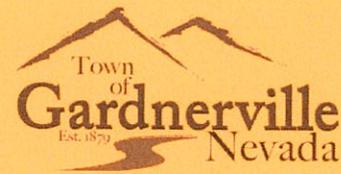
8. **Other Agency Review of Action:**  Douglas County  N/A

9. **Board Action:**

- Approved  Approved with Modifications  
 Denied  Continued

# Gardnerville Town Board

## AGENDA ACTION SHEET



1. **For Possible Action: Approve July 2015 claims.**
2. **Recommended Motion: Approve as submitted**  
**Funds Available:  Yes       N/A**
3. **Department: Administration**  
  
**Prepared by: Carol Louthan**
4. **Meeting Date: August 4, 2015      Time Requested: N/A**
5. **Agenda:  Consent       Administrative**
6. **Background Information:** See attached.
7. **Other Agency Review of Action:  Douglas County       N/A**
8. **Board Action:**  
 Approved       Approved with Modifications  
 Denied       Continued



# Accounts Payable by G/L Distribution Report

G/L Date Range 06/29/15 - 07/31/15

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 610 - Gardnerville Town										
Department 921 - Gardnerville Admin										
Account 510.150 - Board Compensation										
4288 - Higuera Lloyd W	7/15 BOARD	G'VILLE	Paid by Check # 636725		07/02/2015	07/10/2015	07/10/2015		07/10/2015	275.00
24008 - Jones Cassandra Esq	7/15 BOARD	G'VILLE	Paid by Check # 636747		07/02/2015	07/10/2015	07/10/2015		07/10/2015	250.00
28960 - Miller Kenneth	7/15 BOARD	G'VILLE	Paid by Check # 636776		07/02/2015	07/10/2015	07/10/2015		07/10/2015	250.00
2969 - Slater Linda	7-15 BOARD	G'VILLE	Paid by Check # 636847		07/02/2015	07/10/2015	07/10/2015		07/10/2015	250.00
Account 510.150 - Board Compensation Totals										\$1,025.00
Account 511.201 - PEBS-Ret.Medical										
20219 - NV ST Public Employees	7-15 PREMIUMS	731	Paid by Check # 637378		07/06/2015	07/24/2015	07/24/2015		07/24/2015	8.88
Account 511.201 - PEBS-Ret.Medical Totals										\$8.88
Account 520.055 - Telephone Expense										
29103 - Frontier	782-7134 6/15	77578271340502795	Paid by Check # 636442		06/16/2015	07/02/2015	06/30/2015		07/02/2015	98.40
29103 - Frontier	782-3856 6/15	77578238560808025	Paid by Check # 636442		06/16/2015	07/02/2015	06/30/2015		07/02/2015	48.71
13097 - Verizon Wireless	9748257638	842011146-00001	Paid by Check # 637451		07/01/2015	07/24/2015	07/24/2015		07/24/2015	118.10
Account 520.055 - Telephone Expense Totals										\$265.21
Account 520.060 - Postage/Po Box Rent										
25294 - F P Mailing Solutions	RI102458438	600003046	Paid by Check # 636423		06/15/2015	07/02/2015	07/02/2015		07/02/2015	45.00
26465 - Diamond Printing Inc	9046	G'VILLE	Paid by Check # 637259		07/13/2015	07/24/2015	07/24/2015		07/24/2015	38.90
Account 520.060 - Postage/Po Box Rent Totals										\$83.90
Account 520.080 - Insur.-Liability										
8832 - Nevada Public Agency Ins Pool	4243	2205	Paid by Check # 636512		06/16/2015	07/02/2015	06/30/2015		07/02/2015	500.00
Account 520.080 - Insur.-Liability Totals										\$500.00

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# Accounts Payable by G/L Distribution Report

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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
<b>Fund 610 - Gardnerville Town</b>										
<b>Department 921 - Gardnerville Admin</b>										
<b>Account 520.084 - Replacement &amp; Repair</b>										
11985 - Ace Hardware	100178/1	1236	Paid by Check # 636896		06/18/2015	07/17/2015	06/30/2015	07/17/2015	07/17/2015	14.48
11985 - Ace Hardware	100277/1	1236	Paid by Check # 636896		06/22/2015	07/17/2015	06/30/2015	07/17/2015	07/17/2015	6.50
11985 - Ace Hardware	100407/1	1236	Paid by Check # 636896		06/26/2015	07/17/2015	06/30/2015	07/17/2015	07/17/2015	9.16
11985 - Ace Hardware	100416/1	1236	Paid by Check # 636896		06/26/2015	07/17/2015	06/30/2015	07/17/2015	07/17/2015	4.99
11985 - Ace Hardware	100417/1	1236	Paid by Check # 636896		06/26/2015	07/17/2015	06/30/2015	07/17/2015	07/17/2015	33.96
13485 - Ahern Rentals Inc	14804302-1	205304	Paid by Check # 636901		06/12/2015	07/17/2015	06/30/2015	07/17/2015	07/17/2015	15.95
2121 - Meeks Lumber	890523	06G1570	Paid by Check # 637041		06/29/2015	07/17/2015	06/30/2015	07/17/2015	07/17/2015	8.54
<b>Account 520.084 - Replacement &amp; Repair Totals</b>										
Invoice Transactions 7										
<b>Account 520.089 - Power</b>										
2924 - NV Energy	791804 6-15	791804	Paid by Check # 636795		06/25/2015	07/10/2015	06/30/2015	07/10/2015	07/10/2015	211.77
<b>Account 520.089 - Power Totals</b>										
Invoice Transactions 1										
<b>Account 520.090 - Water</b>										
1429 - Gardnerville Water Company	640.01 6/15	640.01	Paid by Check # 636990		07/01/2015	07/17/2015	06/30/2015	07/17/2015	07/17/2015	48.61
1429 - Gardnerville Water Company	690.01 6/15	690.01	Paid by Check # 636990		07/01/2015	07/17/2015	06/30/2015	07/17/2015	07/17/2015	96.68
1429 - Gardnerville Water Company	410.03 6/15	410.03	Paid by Check # 636990		07/01/2015	07/17/2015	06/30/2015	07/17/2015	07/17/2015	39.43
<b>Account 520.090 - Water Totals</b>										
Invoice Transactions 3										
<b>Account 520.092 - Heating</b>										
3021 - Southwest Gas-Las Vegas	0015779022 6-15	2410015779022	Paid by Check # 636575		06/17/2015	07/02/2015	06/30/2015	07/02/2015	07/02/2015	22.31
3021 - Southwest Gas-Las Vegas	1072224004 6-15	24111072224004	Paid by Check # 636575		06/17/2015	07/02/2015	06/30/2015	07/02/2015	07/02/2015	19.79
3021 - Southwest Gas-Las Vegas	1188600002 6-15	2411188600002	Paid by Check # 636575		06/17/2015	07/02/2015	06/30/2015	07/02/2015	07/02/2015	7.82
<b>Account 520.092 - Heating Totals</b>										
Invoice Transactions 3										
<b>Account 520.093 - Utilities-Sewer</b>										
2030 - Minden-Gardnerville Sanitation	INV0000290	0296	Paid by Check # 637045		07/01/2015	07/17/2015	07/17/2015	07/17/2015	07/17/2015	67.71
2030 - Minden-Gardnerville Sanitation	INV0000581	0594	Paid by Check # 637045		07/01/2015	07/17/2015	07/17/2015	07/17/2015	07/17/2015	21.16
<b>Account 520.093 - Utilities-Sewer Totals</b>										
Invoice Transactions 2										

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# Accounts Payable by G/L Distribution Report

G/L Date Range 06/29/15 - 07/31/15

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 610 - Gardnerville Town											
Department 921 - Gardnerville Admin											
Account 520.097 - Maint B&G											
13485 - Ahern Rentals Inc	14826576-1	205304	Paid by Check # 636901		06/22/2015	07/17/2015	06/30/2015	07/17/2015	07/17/2015	11.76	
20845 - Clark Plumbing & Heating Co Inc	0000828236	0007133	Paid by Check # 636951		06/26/2015	07/17/2015	06/30/2015	07/17/2015	07/17/2015	3,500.00	
2121 - Meeks Lumber	888985	06G1570	Paid by Check # 637041		06/22/2015	07/17/2015	06/30/2015	07/17/2015	07/17/2015	22.86	
5273 - Minden Electric	1436	G'VILLE	Paid by Check # 636502		06/22/2015	07/02/2015	06/30/2015	07/02/2015	07/02/2015	83.75	
31199 - Summit Carpets	6-15 FINAL	G'VILLE	Paid by Check # 637423		05/15/2015	07/24/2015	06/30/2015	07/24/2015	07/24/2015	1,517.41	
Account 520.097 - Maint B&G Totals										Invoice Transactions 5	\$5,135.78
Account 520.098 - Janitorial Services											
27347 - A+ Janitorial Service	TOG0515	G'VILLE	Paid by Check # 636615		06/23/2015	07/10/2015	06/30/2015	07/10/2015	07/10/2015	100.00	
27347 - A+ Janitorial Service	TOG0615	G'VILLE	Paid by Check # 636615		06/29/2015	07/10/2015	06/30/2015	07/10/2015	07/10/2015	150.00	
Account 520.098 - Janitorial Services Totals										Invoice Transactions 2	\$250.00
Account 520.136 - Rents & Leases Equipment											
3519 - Xerox Corporation	080335803	716307012	Paid by Check # 637169		07/02/2015	07/17/2015	06/30/2015	07/17/2015	07/17/2015	330.21	
Account 520.136 - Rents & Leases Equipment Totals										Invoice Transactions 1	\$330.21
Account 520.169 - EMRB Assessment											
2401 - NV ST Dept Business/Industry	AA15-338	PAYROLL	Paid by Check # 637374		06/19/2015	07/24/2015	07/24/2015	07/24/2015	07/24/2015	81.00	
Account 520.169 - EMRB Assessment Totals										Invoice Transactions 1	\$81.00
Account 520.170 - Memberships											
2313 - Nevada League Of Cities & Muni	2015-019	G'VILLE	Paid by Check # 637370		06/15/2015	07/24/2015	07/24/2015	07/24/2015	07/24/2015	2,966.40	
Account 520.170 - Memberships Totals										Invoice Transactions 1	\$2,966.40
Account 520.187 - Internet Expense											
15887 - Charter Communications	0012509 7/15	8354110060012509	Paid by Check # 637240		07/02/2015	07/24/2015	07/24/2015	07/24/2015	07/24/2015	65.00	
Account 520.187 - Internet Expense Totals										Invoice Transactions 1	\$65.00
Account 520.200 - Training & Education											
12997 - Do Co Procurement Program	6*15 LOUTHAN	G'VILLE	Paid by Check # 637262		06/27/2015	07/24/2015	07/24/2015	07/24/2015	07/24/2015	105.00	
Account 520.200 - Training & Education Totals										Invoice Transactions 1	\$105.00

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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
<b>Fund 610 - Gardnerville Town</b>										
<b>Department 921 - Gardnerville Admin</b>										
Account 521.130 - Legal Services										
10816 - Rowe Hales & Yturvide LLP	24784	G'VILLE	Paid by Check # 637404		06/16/2015	07/24/2015	06/30/2015	07/24/2015	07/24/2015	1,285.00
10816 - Rowe Hales & Yturvide LLP	24766	G'VILLE	Paid by Check # 637404		06/02/2015	07/24/2015	06/30/2015	07/24/2015	07/24/2015	510.00
10816 - Rowe Hales & Yturvide LLP	CM24784	G'VILLE	Paid by Check # 637404		07/20/2015	07/24/2015	06/30/2015	07/24/2015	07/24/2015	(45.00)
Account 521.130 - Legal Services Totals Invoice Transactions 3										
<b>\$1,750.00</b>										
Account 532.056 - Subscriptions										
2667 - Record Courier	7034794 15-16	7034794/G'VILLE	Paid by Check # 636826		06/22/2015	07/10/2015	07/10/2015	07/10/2015	07/10/2015	28.60
30465 - All Traffic Solutions	Q-17048	210268	Paid by Check # 636902		03/22/2015	07/17/2015	07/17/2015	07/17/2015	07/17/2015	3,000.00
30493 - Record Courier-Newspapers in Education	76967	G'VILLE	Paid by Check # 637081		06/29/2015	07/17/2015	07/17/2015	07/17/2015	07/17/2015	150.00
Account 532.056 - Subscriptions Totals Invoice Transactions 3										
<b>\$3,178.60</b>										
Account 533.800 - Office Supplies										
2549 - Dallaire Tom-Petty Cash	6-15 G'VILLE2	PETTY CASH	Paid by Check # 636958		06/23/2015	07/17/2015	06/30/2015	07/17/2015	07/17/2015	19.00
26465 - Diamond Printing Inc	9005	G'VILLE	Paid by Check # 636681		06/19/2015	07/10/2015	06/30/2015	07/10/2015	07/10/2015	33.33
12997 - Do Co Procurement Program	6-15 NICHOLSON	G'VILLE	Paid by Check # 637262		06/27/2015	07/24/2015	06/30/2015	07/24/2015	07/24/2015	52.95
12997 - Do Co Procurement Program	6-15 LACOST	G'VILLE	Paid by Check # 637262		06/27/2015	07/24/2015	06/30/2015	07/24/2015	07/24/2015	202.44
8273 - North Lake Tahoe Fire Dist	15.241	G'VILLE	Paid by Check # 636790		05/10/2015	07/10/2015	06/30/2015	07/10/2015	07/10/2015	130.00
26465 - Diamond Printing Inc	9047	G'VILLE	Paid by Check # 637259		07/13/2015	07/24/2015	07/24/2015	07/24/2015	07/24/2015	287.96
26465 - Diamond Printing Inc	9066	G'VILLE	Paid by Check # 637259		07/13/2015	07/24/2015	07/24/2015	07/24/2015	07/24/2015	674.04
Account 533.800 - Office Supplies Totals Invoice Transactions 7										
<b>\$1,399.72</b>										
Account 533.806 - Software										
16648 - E Squared C Inc	43366	G'VILLE	Paid by Check # 636695		07/01/2015	07/10/2015	07/10/2015	07/10/2015	07/10/2015	75.00
Account 533.806 - Software Totals Invoice Transactions 1										
<b>\$75.00</b>										
Account 550.001 - Miscellaneous Expenses										
1079 - Minden-Tahoe Airport	DONATION 7-15	G'VILLE	Paid by Check # 636504		06/25/2015	07/02/2015	07/02/2015	07/02/2015	07/02/2015	750.00
Account 550.001 - Miscellaneous Expenses Totals Invoice Transactions 1										
<b>\$750.00</b>										
Department 921 - Gardnerville Admin Totals Invoice Transactions 54										
<b>\$18,598.56</b>										



# Accounts Payable by G/L Distribution Report

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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 610 - Gardnerville Town										
Department 923 - Parks & Recreation										
Account 520.084 - Replacement & Repair										
11985 - Ace Hardware	099820/1	1236	Paid by Check # 636896		06/05/2015	07/17/2015	06/30/2015	07/17/2015	07/17/2015	3.58
13485 - Ahern Rentals Inc	14817159-1	205304	Paid by Check # 636901		06/16/2015	07/17/2015	06/30/2015	07/17/2015	07/17/2015	6.49
13485 - Ahern Rentals Inc	14825453-1	205304	Paid by Check # 636901		06/18/2015	07/17/2015	06/30/2015	07/17/2015	07/17/2015	15.99
13485 - Ahern Rentals Inc	14783559-1	205304	Paid by Check # 636901		06/25/2015	07/17/2015	06/30/2015	07/17/2015	07/17/2015	75.00
13485 - Ahern Rentals Inc	14859614-1	205304	Paid by Check # 636901		06/26/2015	07/17/2015	06/30/2015	07/17/2015	07/17/2015	12.99
24165 - Great Basin Organics LLC	8203	G'VILLE	Paid by Check # 636716		06/26/2015	07/10/2015	06/30/2015	07/10/2015	07/10/2015	140.00
2121 - Meeks Lumber	889645	06G1570	Paid by Check # 637041		06/24/2015	07/17/2015	06/30/2015	07/17/2015	07/17/2015	3.40
2510 - Parts House	621125	4170	Paid by Check # 637067		06/16/2015	07/17/2015	06/30/2015	07/17/2015	07/17/2015	2.49
3457 - Western Nevada Supply Company	16237038	71273	Paid by Check # 636886		05/06/2015	07/10/2015	06/30/2015	07/10/2015	07/10/2015	161.50
3457 - Western Nevada Supply Company	46236044	71273	Paid by Check # 636886		05/06/2015	07/10/2015	06/30/2015	07/10/2015	07/10/2015	274.75
3457 - Western Nevada Supply Company	CM46204870	71273	Paid by Check # 636886		05/06/2015	07/10/2015	06/30/2015	07/10/2015	07/10/2015	(184.50)
3457 - Western Nevada Supply Company	46239796	71273	Paid by Check # 636886		05/08/2015	07/10/2015	06/30/2015	07/10/2015	07/10/2015	196.25
3457 - Western Nevada Supply Company	CM46236044	71273	Paid by Check # 636886		05/08/2015	07/10/2015	06/30/2015	07/10/2015	07/10/2015	(196.25)
3457 - Western Nevada Supply Company	46291381	71273	Paid by Check # 636886		06/25/2015	07/10/2015	06/30/2015	07/10/2015	07/10/2015	955.70
3457 - Western Nevada Supply Company	46294798	71273	Paid by Check # 636886		06/26/2015	07/10/2015	06/30/2015	07/10/2015	07/10/2015	140.00
3457 - Western Nevada Supply Company	5238179	71273	Paid by Check # 636886		06/30/2015	07/10/2015	06/30/2015	07/10/2015	07/10/2015	3.77
Account 520.084 - Replacement & Repair Totals Invoice Transactions 16										\$1,611.16
Account 520.089 - Power										
2924 - NV Energy	791804 6-15	791804	Paid by Check # 636795		06/25/2015	07/10/2015	06/30/2015	07/10/2015	07/10/2015	431.93
Account 520.089 - Power Totals Invoice Transactions 1										\$431.93

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# Accounts Payable by G/L Distribution Report

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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
<b>Fund 610 - Gardnerville Town</b> Department 923 - Parks & Recreation Account 520.090 - Water										
1429 - Gardnerville Water Company	1302.01 6/15	1302.01	Paid by Check # 636990		07/01/2015	07/17/2015	06/30/2015		07/17/2015	1,026.33
1429 - Gardnerville Water Company	1321.01 6/15	1321.01	Paid by Check # 636990		07/01/2015	07/17/2015	06/30/2015		07/17/2015	109.88
1429 - Gardnerville Water Company	1340.01 6/15	1340.01	Paid by Check # 636990		07/01/2015	07/17/2015	06/30/2015		07/17/2015	40.07
1429 - Gardnerville Water Company	1348.01 6/15	1348.01	Paid by Check # 636990		07/01/2015	07/17/2015	06/30/2015		07/17/2015	1,166.68
1429 - Gardnerville Water Company	1373.01 6/15	1373.01	Paid by Check # 636990		07/01/2015	07/17/2015	06/30/2015		07/17/2015	142.42
1429 - Gardnerville Water Company	1745.01 6/15	1745.01	Paid by Check # 636990		07/01/2015	07/17/2015	06/30/2015		07/17/2015	189.58
1429 - Gardnerville Water Company	2139.01 6/15	2139.01	Paid by Check # 636990		07/01/2015	07/17/2015	06/30/2015		07/17/2015	62.47
1429 - Gardnerville Water Company	2140.01 6/15	2140.01	Paid by Check # 636990		07/01/2015	07/17/2015	06/30/2015		07/17/2015	148.42
1429 - Gardnerville Water Company	2226.01 6/15	2226.01	Paid by Check # 636990		07/01/2015	07/17/2015	06/30/2015		07/17/2015	764.77
1429 - Gardnerville Water Company	2297.01 6/15	2297.01	Paid by Check # 636990		07/01/2015	07/17/2015	06/30/2015		07/17/2015	903.35
1429 - Gardnerville Water Company	2431.01 6/15	2431.01	Paid by Check # 636990		07/01/2015	07/17/2015	06/30/2015		07/17/2015	329.27
1429 - Gardnerville Water Company	2593.01 6/15	2593.01	Paid by Check # 636990		07/01/2015	07/17/2015	06/30/2015		07/17/2015	288.78
1429 - Gardnerville Water Company	2624.01 6/15	2624.01	Paid by Check # 636990		07/01/2015	07/17/2015	06/30/2015		07/17/2015	69.36
1429 - Gardnerville Water Company	2641.02 6/15	2641.02	Paid by Check # 636990		07/01/2015	07/17/2015	06/30/2015		07/17/2015	254.65
Account 520.090 - Water Totals Invoice Transactions 14										\$5,496.03
Account 520.093 - Utilities-Sewer										
2030 - Minden-Gardnerville Sanitation	INV0000763	0778	Paid by Check # 637045		07/01/2015	07/17/2015	07/17/2015		07/17/2015	126.96
Account 520.093 - Utilities-Sewer Totals Invoice Transactions 1										\$126.96
Account 532.003 - Gas & Oil										
3814 - Flyers Energy LLC	CFS1029624	8308	Paid by Check # 636431		06/15/2015	07/02/2015	06/30/2015		07/02/2015	94.16
3814 - Flyers Energy LLC	CFS1037826	8308	Paid by Check # 636982		06/30/2015	07/17/2015	06/30/2015		07/17/2015	156.15
Account 532.003 - Gas & Oil Totals Invoice Transactions 2										\$250.31

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# Accounts Payable by G/L Distribution Report

G/L Date Range 06/29/15 - 07/31/15

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 610 - Gardnerville Town Department 923 - Parks & Recreation Account 533.817 - Small Projects										
11985 - Ace Hardware	100342/1	1236	Paid by Check # 636896		06/24/2015	07/17/2015	06/30/2015		07/17/2015	5.48
12997 - Do Co Procurement Program	6-15 LOUTHAN	G'VILLE	Paid by Check # 637262		06/27/2015	07/24/2015	06/30/2015		07/24/2015	2.58
18821 - Fastenal Industrial/Cons Suppl	NVMIN48638	NVMIN0011	Paid by Check # 636703		06/30/2015	07/10/2015	06/30/2015		07/10/2015	4.70
27147 - Impact Construction	679	G'VILLE	Paid by Check # 637314		06/11/2015	07/24/2015	06/30/2015		07/24/2015	298.00
27147 - Impact Construction	687	G'VILLE	Paid by Check # 637314		06/30/2015	07/24/2015	06/30/2015		07/24/2015	328.00
1846 - Kawcak Masonry Inc	450740	G'VILLE	Paid by Check # 636481		06/19/2015	07/02/2015	06/30/2015		07/02/2015	105.00
5331 - Signs of Excitement Inc	3897	G'VILLE	Paid by Check # 636844		06/18/2015	07/10/2015	06/30/2015		07/10/2015	120.00
668 - Valley Garden Center LLC	16	G'VILLE	Paid by Check # 636597		06/19/2015	07/02/2015	06/30/2015		07/02/2015	1,070.40
17717 - Sierra Canopy Rentals	1100	G'VILLE	Paid by Check # 636564		06/16/2015	07/02/2015	07/02/2015		07/02/2015	550.00
5666 - Allied Uniform Sales	3768	G'VILLE	Paid by Check # 636628		07/01/2015	07/10/2015	07/10/2015		07/10/2015	300.44
2822 - Bounce N Play	0023	G'VILLE	Paid by Check # 636643		06/23/2015	07/10/2015	07/10/2015		07/10/2015	400.00
656 - Carson Valley Chamber Of Commerce	8375	G'VILLE	Paid by Check # 636938		07/01/2015	07/17/2015	07/17/2015		07/17/2015	22.50
2549 - Dallaire Tom-Petty Cash	7-15 G'VILLE	PETTY CASH	Paid by Check # 636958		07/02/2015	07/17/2015	07/17/2015		07/17/2015	23.77
3115 - Swank Motion Pictures Inc	2064734	0223170001	Paid by Check # 637127		06/26/2015	07/17/2015	07/17/2015		07/17/2015	376.00
27147 - Impact Construction	689	G'VILLE	Paid by Check # 637314		07/08/2015	07/24/2015	07/24/2015		07/24/2015	750.00
Account 533.817 - Small Projects Totals Invoice Transactions 15 Department 923 - Parks & Recreation Totals Invoice Transactions 49										
<div style="text-align: right;"> <u>\$4,356.87</u>  <u>\$12,273.26</u> </div>										

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# Accounts Payable by G/L Distribution Report

G/L Date Range 06/29/15 - 07/31/15

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 610 - Gardnerville Town</b>										
<b>Department 926 - Other Public Works</b>										
<b>Account 520.084 - Replacement &amp; Repair</b>										
11985 - Ace Hardware	100277/1	1236	Paid by Check # 636896		06/22/2015	07/17/2015	06/30/2015	07/17/2015	07/17/2015	23.98
13485 - Ahern Rentals Inc	14817159-1	205304	Paid by Check # 636901		06/16/2015	07/17/2015	06/30/2015	07/17/2015	07/17/2015	7.44
12997 - Do Co Procurement Program	6-15 PLUT	G'VILLE	Paid by Check # 637262		06/27/2015	07/24/2015	06/30/2015	07/24/2015	07/24/2015	319.98
12997 - Do Co Procurement Program	6-15 TUTTHILL	G'VILLE	Paid by Check # 637262		06/27/2015	07/24/2015	06/30/2015	07/24/2015	07/24/2015	401.98
18821 - Fastenal Industrial/Cons Suppl	NVMIN48570	NVMIN0011	Paid by Check # 636703		06/30/2015	07/10/2015	06/30/2015	07/10/2015	07/10/2015	62.52
2510 - Parts House	619621	4170	Paid by Check # 637067		06/06/2015	07/17/2015	06/30/2015	07/17/2015	07/17/2015	14.94
			Account 520.084 - Replacement & Repair Totals					Invoice Transactions 6		\$830.84
2924 - NV Energy	791804 6-15	791804	Paid by Check # 636795		06/25/2015	07/10/2015	06/30/2015	07/10/2015	07/10/2015	6,541.65
			Account 520.095 - Street Lights Totals					Invoice Transactions 1		\$6,541.65
<b>Account 520.103 - Maint Road</b>										
11985 - Ace Hardware	099747/1	1236	Paid by Check # 636896		06/03/2015	07/17/2015	06/30/2015	07/17/2015	07/17/2015	7.78
11985 - Ace Hardware	099766/1	1236	Paid by Check # 636896		06/04/2015	07/17/2015	06/30/2015	07/17/2015	07/17/2015	43.98
11985 - Ace Hardware	100284/1	1236	Paid by Check # 636896		06/22/2015	07/17/2015	06/30/2015	07/17/2015	07/17/2015	43.98
11985 - Ace Hardware	100447/1	1236	Paid by Check # 636896		06/29/2015	07/17/2015	06/30/2015	07/17/2015	07/17/2015	33.74
13485 - Ahern Rentals Inc	14803805-1	205304	Paid by Check # 636901		06/15/2015	07/17/2015	06/30/2015	07/17/2015	07/17/2015	61.24
12997 - Do Co Procurement Program	6-15 DALLAIRE	G'VILLE	Paid by Check # 637262		06/27/2015	07/24/2015	06/30/2015	07/24/2015	07/24/2015	188.41
18821 - Fastenal Industrial/Cons Suppl	NVMIN48638	NVMIN0011	Paid by Check # 636703		06/30/2015	07/10/2015	06/30/2015	07/10/2015	07/10/2015	18.21
1308 - Smith Valley FFA	1	G'VILLE	Paid by Check # 636570		06/25/2015	07/02/2015	06/30/2015	07/02/2015	07/02/2015	50.00
			Account 520.103 - Maint Road Totals					Invoice Transactions 8		\$447.34
<b>Account 532.003 - Gas &amp; Oil</b>										
3814 - Flyers Energy LLC	CFS1029624	8308	Paid by Check # 636431		06/15/2015	07/02/2015	06/30/2015	07/02/2015	07/02/2015	195.69
3814 - Flyers Energy LLC	CFS1037826	8308	Paid by Check # 636982		06/30/2015	07/17/2015	06/30/2015	07/17/2015	07/17/2015	215.78
			Account 532.003 - Gas & Oil Totals					Invoice Transactions 2		\$411.47

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# Accounts Payable by G/L Distribution Report

G/L Date Range 06/29/15 - 07/31/15

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 610 - Gardnerville Town</b>										
Department 926 - Other Public Works										
Account 532.019 - Storm Drain Maintenance										
15836 - Summit Plumbing LLC	52022	G'VILLE	Paid by Check # 636856		05/13/2015	07/10/2015	06/30/2015	07/10/2015	07/10/2015	3,600.00
										<b>\$3,600.00</b>
Account 532.019 - Storm Drain Maintenance Totals Invoice Transactions 1										
13485 - Ahern Rentals Inc	14792624-1	205304	Paid by Check # 636901		06/10/2015	07/17/2015	06/30/2015	07/17/2015	07/17/2015	22.07
13485 - Ahern Rentals Inc	14877931-1	205304	Paid by Check # 636901		06/30/2015	07/17/2015	06/30/2015	07/17/2015	07/17/2015	70.00
5785 - AlSCO Inc	LREN1040776	000330	Paid by Check # 636629		06/02/2015	07/10/2015	06/30/2015	07/10/2015	07/10/2015	4.39
5785 - AlSCO Inc	LREN1042882	000330	Paid by Check # 636629		06/09/2015	07/10/2015	06/30/2015	07/10/2015	07/10/2015	4.39
5785 - AlSCO Inc	LREN1045003	000330	Paid by Check # 636629		06/16/2015	07/10/2015	06/30/2015	07/10/2015	07/10/2015	4.39
5785 - AlSCO Inc	LREN1047157	000330	Paid by Check # 636629		06/23/2015	07/10/2015	06/30/2015	07/10/2015	07/10/2015	4.39
5785 - AlSCO Inc	LREN1049311	000330	Paid by Check # 636629		06/30/2015	07/10/2015	06/30/2015	07/10/2015	07/10/2015	4.39
16322 - Plut Michael R	6-15 PANTS	G'VILLE	Paid by Check # 636537		06/16/2015	07/02/2015	06/30/2015	07/02/2015	07/02/2015	97.98
16322 - Plut Michael R	6-15 BOOTS	G'VILLE	Paid by Check # 636818		06/26/2015	07/10/2015	07/10/2015	07/10/2015	07/10/2015	100.00
										<b>\$312.00</b>
Account 532.028 - Uniforms Totals Invoice Transactions 9										
Account 562.000 - Capital Projects										
16634 - ABE Printing & Copy Inc	12712	G'VILLE	Paid by Check # 636618		06/15/2015	07/10/2015	06/30/2015	07/10/2015	07/10/2015	150.00
14825 - McGinley and Associates Inc	13137	G'VILLE	Paid by Check # 636773		01/31/2015	07/10/2015	06/30/2015	07/10/2015	07/10/2015	1,172.50
14825 - McGinley and Associates Inc	13289	G'VILLE	Paid by Check # 636773		03/31/2015	07/10/2015	06/30/2015	07/10/2015	07/10/2015	4,633.00
22633 - Sierra Nevada Media Group	1057644063015	1057644	Paid by Check # 637105		06/30/2015	07/17/2015	06/30/2015	07/17/2015	07/17/2015	186.00
2514 - Stowell Candace	2015-6	G'VILLE	Paid by Check # 636855		06/30/2015	07/10/2015	06/30/2015	07/10/2015	07/10/2015	315.00
										<b>\$6,456.50</b>
										<b>\$18,599.80</b>
										<b>\$49,471.62</b>
Account 562.000 - Capital Projects Totals Invoice Transactions 5										
Department 926 - Other Public Works Totals Invoice Transactions 32										
Fund 610 - Gardnerville Town Totals Invoice Transactions 135										

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# Accounts Payable by G/L Distribution Report

G/L Date Range 06/29/15 - 07/31/15

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 & Sanitation Department 925 - Health & Sanitation Account 510.150 - Board Compensation										
4288 - Higuera Lloyd W	7/15 BOARD	G'VILLE	Paid by Check # 636725		07/02/2015	07/10/2015	07/10/2015		07/10/2015	275.00
24008 - Jones Cassandra Esq	7/15 BOARD	G'VILLE	Paid by Check # 636747		07/02/2015	07/10/2015	07/10/2015		07/10/2015	250.00
28960 - Miller Kenneth	7/15 BOARD	G'VILLE	Paid by Check # 636776		07/02/2015	07/10/2015	07/10/2015		07/10/2015	250.00
2969 - Slater Linda	7-15 BOARD	G'VILLE	Paid by Check # 636847		07/02/2015	07/10/2015	07/10/2015		07/10/2015	250.00
			Account 510.150 - Board Compensation Totals					Invoice Transactions 4		\$1,025.00
21697 - Blue Ribbon Personnel Services	31338	653202	Paid by Check # 637210		07/10/2015	07/24/2015	07/24/2015		07/24/2015	545.75
			Account 516.120 - Contract Salaries Totals					Invoice Transactions 1		\$545.75
29103 - Frontier	782-7134 6/15	77578271340502795	Paid by Check # 636442		06/16/2015	07/02/2015	06/30/2015		07/02/2015	98.40
29103 - Frontier	782-3856 6/15	77578238560808025	Paid by Check # 636442		06/16/2015	07/02/2015	06/30/2015		07/02/2015	48.71
13097 - Verizon Wireless	9748257638	842011146-00001	Paid by Check # 637451		07/01/2015	07/24/2015	07/24/2015		07/24/2015	118.09
			Account 520.055 - Telephone Expense Totals					Invoice Transactions 3		\$265.20
25294 - F P Mailing Solutions	RI102458438	600003046	Paid by Check # 636423		06/15/2015	07/02/2015	07/02/2015		07/02/2015	45.00
3286 - U S Postmaster-GVILLE	7-15 BULK MAIL	G'VILLE	Paid by Check # 637142		07/09/2015	07/17/2015	07/17/2015		07/17/2015	1,000.00
26465 - Diamond Printing Inc	9046	G'VILLE	Paid by Check # 637259		07/13/2015	07/24/2015	07/24/2015		07/24/2015	38.90
			Account 520.060 - Postage/Po Box Rent Totals					Invoice Transactions 3		\$1,083.90
11985 - Ace Hardware	099930/1	1236	Paid by Check # 636896		06/09/2015	07/17/2015	06/30/2015		07/17/2015	70.08
11985 - Ace Hardware	100178/1	1236	Paid by Check # 636896		06/18/2015	07/17/2015	06/30/2015		07/17/2015	14.48
11985 - Ace Hardware	100277/1	1236	Paid by Check # 636896		06/22/2015	07/17/2015	06/30/2015		07/17/2015	6.49
11985 - Ace Hardware	100442/1	1236	Paid by Check # 636896		06/29/2015	07/17/2015	06/30/2015		07/17/2015	4.99
2121 - Meeks Lumber	890523	06G1570	Paid by Check # 637041		06/29/2015	07/17/2015	06/30/2015		07/17/2015	8.54
12198 - O'Reilly Auto Parts	3530-393193	1075650	Paid by Check # 637380		06/08/2015	07/24/2015	06/30/2015		07/24/2015	9.99

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# Accounts Payable by G/L Distribution Report

G/L Date Range 06/29/15 - 07/31/15

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 & Sanitation										
Department 925 - Health & Sanitation										
Account 520.084 - Replacement & Repair										
12198 - O'Reilly Auto Parts	3530-393211	1075650	Paid by Check # 637380		06/08/2015	07/24/2015	06/30/2015	07/24/2015	07/24/2015	340.78
12198 - O'Reilly Auto Parts	3530-393367	1075650	Paid by Check # 637380		06/09/2015	07/24/2015	06/30/2015	07/24/2015	07/24/2015	94.53
12198 - O'Reilly Auto Parts	3530-393424	1075650	Paid by Check # 637380		06/09/2015	07/24/2015	06/30/2015	07/24/2015	07/24/2015	51.56
12198 - O'Reilly Auto Parts	3530-393713	1075650	Paid by Check # 637380		06/11/2015	07/24/2015	06/30/2015	07/24/2015	07/24/2015	179.99
12198 - O'Reilly Auto Parts	3530-394541	1075650	Paid by Check # 637380		06/16/2015	07/24/2015	06/30/2015	07/24/2015	07/24/2015	10.76
12198 - O'Reilly Auto Parts	3530-394702	1075650	Paid by Check # 637380		06/17/2015	07/24/2015	06/30/2015	07/24/2015	07/24/2015	10.80
12198 - O'Reilly Auto Parts	3530-394754	1075650	Paid by Check # 637380		06/17/2015	07/24/2015	06/30/2015	07/24/2015	07/24/2015	19.76
12198 - O'Reilly Auto Parts	3530-394957	1075650	Paid by Check # 637380		06/18/2015	07/24/2015	06/30/2015	07/24/2015	07/24/2015	35.86
12198 - O'Reilly Auto Parts	3530-395542	1075650	Paid by Check # 637380		06/22/2015	07/24/2015	06/30/2015	07/24/2015	07/24/2015	17.47
12198 - O'Reilly Auto Parts	3530-395565	1075650	Paid by Check # 637380		06/22/2015	07/24/2015	06/30/2015	07/24/2015	07/24/2015	39.75
2510 - Parts House	618608	4170	Paid by Check # 637067		06/02/2015	07/17/2015	06/30/2015	07/17/2015	07/17/2015	378.39
2510 - Parts House	618725	4170	Paid by Check # 637067		06/02/2015	07/17/2015	06/30/2015	07/17/2015	07/17/2015	169.47
2510 - Parts House	619377	4170	Paid by Check # 637067		06/05/2015	07/17/2015	06/30/2015	07/17/2015	07/17/2015	(45.00)
2510 - Parts House	619543	4170	Paid by Check # 637067		06/06/2015	07/17/2015	06/30/2015	07/17/2015	07/17/2015	5.94
2510 - Parts House	619771	4170	Paid by Check # 637067		06/08/2015	07/17/2015	06/30/2015	07/17/2015	07/17/2015	53.74
15174 - Purcell Tire Co Inc	26468168	2644745	Paid by Check # 636543		05/04/2015	07/02/2015	06/30/2015	07/02/2015	07/02/2015	1,377.50
15174 - Purcell Tire Co Inc	26468697	2644745	Paid by Check # 636543		05/21/2015	07/02/2015	06/30/2015	07/02/2015	07/02/2015	1,337.50
Account 520.084 - Replacement & Repair Totals Invoice Transactions 23										\$4,193.37
Account 520.089 - Power										
2924 - NV Energy	791804 6-15	791804	Paid by Check # 636795		06/25/2015	07/10/2015	06/30/2015	07/10/2015	07/10/2015	213.92
Account 520.089 - Power Totals Invoice Transactions 1										\$213.92

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# Accounts Payable by G/L Distribution Report

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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
<b>Fund 611 - Gardnerville Health &amp; San</b> <b>Department 925 - Health &amp; Sanitation</b> <b>Account 520.090 - Water</b>										
1429 - Gardnerville Water Company	640.01 6/15	640.01	Paid by Check # 636990		07/01/2015	07/17/2015	06/30/2015		07/17/2015	48.60
1429 - Gardnerville Water Company	690.01 6/15	690.01	Paid by Check # 636990		07/01/2015	07/17/2015	06/30/2015		07/17/2015	96.69
1429 - Gardnerville Water Company	1511	2	Paid by Check # 636990		06/30/2015	07/17/2015	06/30/2015		07/17/2015	1.95
					Account 520.090 - Water Totals			Invoice Transactions 3		\$147.24
<b>Account 520.092 - Heating</b>										
3021 - Southwest Gas-Las Vegas	0015779022 6-15	2410015779022	Paid by Check # 636575		06/17/2015	07/02/2015	06/30/2015		07/02/2015	22.32
3021 - Southwest Gas-Las Vegas	1072224004 6-15	2411072224004	Paid by Check # 636575		06/17/2015	07/02/2015	06/30/2015		07/02/2015	19.79
3021 - Southwest Gas-Las Vegas	1188600002 6-15	2411188600002	Paid by Check # 636575		06/17/2015	07/02/2015	06/30/2015		07/02/2015	23.46
					Account 520.092 - Heating Totals			Invoice Transactions 3		\$65.57
<b>Account 520.093 - Utilities-Sewer</b>										
2030 - Minden-Gardnerville Sanitation	INV0000290	0296	Paid by Check # 637045		07/01/2015	07/17/2015	07/17/2015		07/17/2015	67.71
2030 - Minden-Gardnerville Sanitation	INV0000581	0594	Paid by Check # 637045		07/01/2015	07/17/2015	07/17/2015		07/17/2015	21.16
					Account 520.093 - Utilities-Sewer Totals			Invoice Transactions 2		\$88.87
<b>Account 520.097 - Maint B&amp;G</b>										
13485 - Ahern Rentals Inc	14826576-1	205304	Paid by Check # 636901		06/22/2015	07/17/2015	06/30/2015		07/17/2015	11.76
20845 - Clark Plumbing & Heating Co Inc	0000828236	0007133	Paid by Check # 636951		06/26/2015	07/17/2015	06/30/2015		07/17/2015	3,500.00
2121 - Meeks Lumber	888985	06G1570	Paid by Check # 637041		06/22/2015	07/17/2015	06/30/2015		07/17/2015	22.85
5273 - Minden Electric	1436	G'VILLE	Paid by Check # 636502		06/22/2015	07/02/2015	06/30/2015		07/02/2015	83.75
31199 - Summit Carpets	6-15 FINAL	G'VILLE	Paid by Check # 637423		05/15/2015	07/24/2015	06/30/2015		07/24/2015	1,517.41
					Account 520.097 - Maint B&G Totals			Invoice Transactions 5		\$5,135.77
<b>Account 520.098 - Janitorial Services</b>										
27347 - A+ Janitorial Service	TOG0515	G'VILLE	Paid by Check # 636615		06/23/2015	07/10/2015	06/30/2015		07/10/2015	100.00
27347 - A+ Janitorial Service	TOG0615	G'VILLE	Paid by Check # 636615		06/29/2015	07/10/2015	06/30/2015		07/10/2015	150.00
					Account 520.098 - Janitorial Services Totals			Invoice Transactions 2		\$250.00

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# Accounts Payable by G/L Distribution Report

G/L Date Range 06/29/15 - 07/31/15

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 & Sanitation Department 925 - Health & Sanitation Account 520.116 - Veh. Maint-Co Shop										
4268 - Do Co Vehicle Maintenance	6@15 TRANSFER	MOTOR POOL	Paid by Check # 637270		07/09/2015	07/24/2015	06/30/2015		07/24/2015	586.45
				Account 520.116 - Veh. Maint-Co Shop Totals				Invoice Transactions 1		\$586.45
3519 - Xerox Corporation	080335803	716307012	Paid by Check # 637169		07/02/2015	07/17/2015	06/30/2015		07/17/2015	330.21
				Account 520.136 - Rents & Leases Equipment Totals				Invoice Transactions 1		\$330.21
15887 - Charter Communications	0012509 7/15	8354110060012509	Paid by Check # 637240		07/02/2015	07/24/2015	07/24/2015		07/24/2015	65.00
				Account 520.187 - Internet Expense Totals				Invoice Transactions 1		\$65.00
15853 - Carson City Landfill	228079 6-15	228079	Paid by Check # 636936		07/01/2015	07/17/2015	06/30/2015		07/17/2015	18,445.74
9016 - Douglas Disposal Inc	40990612 6/15	40990612	Paid by Check # 636971		07/01/2015	07/17/2015	06/30/2015		07/17/2015	4,993.34
				Account 520.197 - Landfill Expense Totals				Invoice Transactions 2		\$23,439.08
10816 - Rowe Hales & Yturvide LLP	24898	G'VILLE	Paid by Check # 637404		07/20/2015	07/24/2015	06/30/2015		07/24/2015	210.00
10816 - Rowe Hales & Yturvide LLP	24766	G'VILLE	Paid by Check # 637404		06/02/2015	07/24/2015	06/30/2015		07/24/2015	435.00
				Account 521.130 - Legal Services Totals				Invoice Transactions 2		\$645.00
2549 - Dallaire Tom-Petty Cash	6-15 G'VILLE2	PETTY CASH	Paid by Check # 636958		06/23/2015	07/17/2015	06/30/2015		07/17/2015	14.00
				Account 521.135 - Legal-Collection Cost Totals				Invoice Transactions 1		\$14.00
3814 - Flyers Energy LLC	CFS1029624	8308	Paid by Check # 636431		06/15/2015	07/02/2015	06/30/2015		07/02/2015	1,020.37
3814 - Flyers Energy LLC	CFS1037826	8308	Paid by Check # 636982		06/30/2015	07/17/2015	06/30/2015		07/17/2015	1,205.22
				Account 532.003 - Gas & Oil Totals				Invoice Transactions 2		\$2,225.59

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# Accounts Payable by G/L Distribution Report

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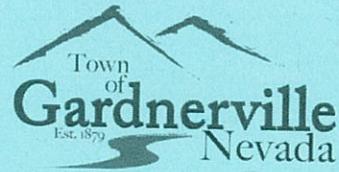
Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
<b>Fund 611 - Gardnerville Health &amp; Sanitation</b> Department 925 - Health & Sanitation Account 532.028 - Uniforms											
13485 - Ahern Rentals Inc	14877931-1	205304	Paid by Check # 636901		06/30/2015	07/17/2015	06/30/2015	07/17/2015	07/17/2015	70.00	
5785 - AlSCO Inc	LEN1040776	000330	Paid by Check # 636629		06/02/2015	07/10/2015	06/30/2015	07/10/2015	07/10/2015	4.39	
5785 - AlSCO Inc	LEN1042882	000330	Paid by Check # 636629		06/09/2015	07/10/2015	06/30/2015	07/10/2015	07/10/2015	4.39	
5785 - AlSCO Inc	LEN1045003	000330	Paid by Check # 636629		06/16/2015	07/10/2015	06/30/2015	07/10/2015	07/10/2015	4.39	
5785 - AlSCO Inc	LEN1047157	000330	Paid by Check # 636629		06/23/2015	07/10/2015	06/30/2015	07/10/2015	07/10/2015	4.39	
5785 - AlSCO Inc	LEN1049311	000330	Paid by Check # 636629		06/30/2015	07/10/2015	06/30/2015	07/10/2015	07/10/2015	4.39	
16322 - Plut Michael R	6-15 PANTS	G'VILLE	Paid by Check # 636537		06/16/2015	07/02/2015	06/30/2015	07/02/2015	07/02/2015	97.99	
16322 - Plut Michael R	6-15 BOOTS	G'VILLE	Paid by Check # 636818		06/26/2015	07/10/2015	07/10/2015	07/10/2015	07/10/2015	100.00	
Account 532.028 - Uniforms Totals										Invoice Transactions 8	\$289.94
<b>Account 532.056 - Subscriptions</b> 7034794 15-16 7034794/G'VILLE											
2667 - Record Courier			Paid by Check # 636826		06/22/2015	07/10/2015	07/10/2015	07/10/2015	07/10/2015	28.60	
Account 532.056 - Subscriptions Totals										Invoice Transactions 1	\$28.60
<b>Account 533.800 - Office Supplies</b> 9005											
26465 - Diamond Printing Inc		G'VILLE	Paid by Check # 636681		06/19/2015	07/10/2015	06/30/2015	07/10/2015	07/10/2015	33.32	
12997 - Do Co Procurement Program	6-15 NICHOLSON	G'VILLE	Paid by Check # 637262		06/27/2015	07/24/2015	06/30/2015	07/24/2015	07/24/2015	52.95	
8273 - North Lake Tahoe Fire Dist	15.241	G'VILLE	Paid by Check # 636790		05/10/2015	07/10/2015	06/30/2015	07/10/2015	07/10/2015	130.00	
26465 - Diamond Printing Inc	9047	G'VILLE	Paid by Check # 637259		07/13/2015	07/24/2015	07/24/2015	07/24/2015	07/24/2015	287.95	
26465 - Diamond Printing Inc	9066	G'VILLE	Paid by Check # 637259		07/13/2015	07/24/2015	07/24/2015	07/24/2015	07/24/2015	674.04	
Account 533.800 - Office Supplies Totals										Invoice Transactions 5	\$1,178.26
Department 925 - Health & Sanitation Totals										Invoice Transactions 74	\$41,816.72
Fund 611 - Gardnerville Health & Sanitation Totals										Invoice Transactions 74	\$41,816.72
Grand Totals										Invoice Transactions 209	\$91,288.34

3-15

\* = Prior Fiscal Year Activity

# Gardnerville Town Board

## AGENDA ACTION SHEET



1. **For Possible Action:** Approve Gardnerville Special Event Application for the 25<sup>th</sup> Annual Carson Valley Sertoma Oktoberfest scheduled for September 13, 2015 in Heritage Park, designated a Class II use per park use and reservation policy.

2. **Recommended Motion:** Approve  
Funds Available:  Yes  N/A

1. **Department:** Administration

Prepared by: Tom Dallaire

2. **Meeting Date:** August 4, 2015 **Time Requested:** N/A

3. **Agenda:**  Consent  Administrative

**Background Information:** See attached application. Current Insurance certificate will be issued before event.

4. **Other Agency Review of Action:**  Douglas County  N/A

5.

6. **Board Action:**

Approved

Denied

Approved with Modifications

Continued



Park Use/Street Closure/Special Event Application
Reservation Form/Release of Liability/Indemnification Agreement
1407 US Highway 395 N - Gardnerville, Nevada 89410
(775) 782-7134 Phone (775) 782-7135 Fax

Date of Application (must be submitted 10 business days prior to event): 2-16-2015

Organization: Carson Valley SERPENT CLUB Corporation: Yes [checked] No
(If a corporation, a copy of the Articles of Incorporation must be attached) 50130

Contact Person: Jim Woods email: Jim.Woods@CarsonValley.org
Home/Cell Phone: 775-765-3914 Business Phone: 775-720-7009 Fax: N/A
Mailing Address: 1200 Main Street, Carson Valley, NV 89400
(If corporation, attach home or business phone and addresses of president, vice-president and secretary)

Requesting: Heritage Park [checked] Is request for exclusive use of park: Yes \_\_\_ No [checked]
If Heritage Park but not exclusive use, describe which area of park is being requested:
THE AREA NORTH OF CLICHERTON / GILMAN RD

Requesting: Street Closure [checked] Street(s) proposing to be closed:
(US Hwy 395, SR75, and streets closed at intersections of US Hwy 395 require NDOT encroachment permit;
Waterloo, Toler, Elges, Grant, Stodick, and Muller require County permission)

Requesting: Other [checked] Location of Event/Activities (if other than Heritage Park):
(Submit letter of property owner's permission if event is to be held on private property)

Name and description of event, concessions, fund-raiser, etc.: FUND RAISER FOR LOCAL CHARITIES

Event date(s): 13 Sept 2015 Event hours (including set up & tear down): 9AM - 5:30PM

This event is: Non-Profit: [checked] For Profit: \_\_\_ Closed to Public: \_\_\_ Open to Public: [checked]
(Non-profit organizations must submit IRS 501c letter with application) \* ATTACHED

If non-profit event, describe who benefits from proceeds of event: LOCAL CHARITIES

Number of patrons, customers, spectators, participants, etc. expected to attend on each day of the event:
400
(Douglas County Outdoor Festival Permit is required if more than 500 attendees expected on any day of event)

Event Insurance Carrier: LAWTON COMPANIES LLC - KANSAS CITY MO Phone: 816-960-7000
(Certificate of Insurance must be attached to this application and must name the Town of Gardnerville as
additional insured, and date and location of the event - see Special Event Policy for policy limits)

Is a fee charged to attend the event: Yes  No   
 Is food being served: Yes  No  If yes, Health Permit # \_\_\_\_\_  
 Will alcohol be sold or served: Yes  No  Liquor licenses/permits may be required  
 Will there be band or amplified music: Yes  No   
 Will you have tents, canopies, bounce houses, dance floors, etc.? Yes  No   
 If yes, specify quantity, dimensions, etc.: SEE ATTACHED SITE PLAN

(Stakes are not permitted for use in securing tents, etc.; bounce houses, dance floors or tents larger than 20'x20' may be subject to additional security deposits and/or insurance coverage)

Clean-up/Sanitation/Garbage Plan: SERTOMA WILL PROVIDE ON-SITE TRASH CAN - EMPTIED AS NEEDED - DUMPSTERS BY TOA  
 (Groups of 50 or more are required to pay a minimum of one \$25 dumpster service fee; park restrooms accommodate a maximum of 100 people, one port-a-potty is required for every 100 people over 100)

Water and Sanitation Plan if food sold or consumed during event: TOWN OF GRANDVILLE WATER VIA HOSE & COUPLER - SANITATION: TOA & NEW. JOHN AS NEEDED  
 (Town's water coupler is available if you use hoses for water)

Other Town services, if required: ELECTRICAL POWER FROM PAVILION (115V)  
 (Electrical outlets, pavilion lighting, etc.)

Event Parking Area: DIRT PARKING LOT WITH LETTER OF PERMISSION & WILL BE INSURED  
 (Event cannot block driveways of private residences around park. Please note that dirt lot east of Heritage Park is private property and may not be used for parking unless a letter of owner's permission is submitted)

Fire/Emergency Medical Services Plan: NOTICE TO SHERIFF OFFICE & DOUGLAS CO FIRE & RESCUE CENTER  
 (Submit East Fork Fire Protection District authorization and approval)

Security Plan if overnight use of Town facilities planned: N/A  
 (Submit Douglas County Sheriff's Office authorization and approval)

Event Layout: All applicants **MUST** provide a drawing(s) clearly showing event area(s), streets requested for closure, booth spaces, etc. **If requesting use of Heritage Park, a Town furnished template will be provided indicating utility lines and other event constraints.**

A copy of the approved form **MUST** be at the event

WAIVER OF LIABILITY

The UNDERSIGNED, for himself/herself and on behalf of the above named Applicant Organization or Business, does hereby agree to protect, indemnify, save and keep harmless, the Town of Gardnerville, its elected and appointed officials, employees and volunteers and others working on behalf of the Town of Gardnerville, and Douglas County, Nevada, from any and all claims, demands, suits or loss, including all costs connected therewith, including but not limited to reasonable attorney's fees, administrative costs, and court costs and for any damages which may be asserted, claimed or recovered against or from the Town of Gardnerville, its elected and appointed officials, employees, volunteers or others working on behalf of the Town of Gardnerville, by reason of personal injury, including but not limited to bodily injury or death, and/or property damage, including loss of use thereof, which arise out of or is in any way connected or associated with this Reservation Form and Release of Liability and Indemnification Agreement.

I do hereby certify that, in representation of the above-named Applicant Organization or Business, I have received a copy of the Town's Park Use and Reservation Policy and the Town's Street Closure/Special Events Policy, that I have read those policies, and that the above-named Applicant Organization or Business will observe all rules and regulations contained therein, including any conditions of approval of the Town Board, and any other conditions and/or requirements that may be set forth by Douglas County, Nevada.

Authorized Representative(s) of Applicant: [Signature]  
JAMES WOODS CHAIRMAN OKOBERGEST  
Signature Printed Name Date 2/16/15

(If applicant is a corporation, must include signature of president, vice-president, and secretary of corporation)

[Signature]

(Town Office Use Only)

Heritage Park:

Usage \$25/hr (\$300/day max) Paid \$ \_\_\_\_\_ Date: \_\_\_\_\_  
Park Deposit \$300 Paid \$ \_\_\_\_\_ Date: \_\_\_\_\_  
Dumpster \$25/each Paid \$ \_\_\_\_\_ Date: \_\_\_\_\_  
Additional Fees/Description \$ \_\_\_\_\_  
Deposit Refunded Paid \$ \_\_\_\_\_ Date: \_\_\_\_\_ Facility Reviewed: \_\_\_\_\_

Street Closure:

Application Fee \$100 Paid \$ \_\_\_\_\_ Date: \_\_\_\_\_

Scheduled for Town Board Agenda: \_\_\_\_\_ Approved: \_\_\_\_\_  
Scheduled for Douglas County Commissioner Agenda: \_\_\_\_\_ Approved: \_\_\_\_\_

CARSON VALLEY SERTOMA - SPONSORSHIP ACCOUNT

Town of Gardnerville

7/9/2015

Deposit on Oktoberfest

3234

300.00

RECEIVED  
JUL 10 2015

BY: .....

BIG CLUB  
843-7642

\$300  
#3434  
#100 #2436 VALLEY

Sponsorship Account Deposit on Oktoberfest

300.00



# CERTIFICATE OF LIABILITY INSURANCE

9/1/2015

DATE (MM/DD/YYYY)

7/16/2015

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

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

<b>PRODUCER</b> LOCKTON COMPANIES 444 W. 47TH STREET, SUITE 900 KANSAS CITY MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A : PHILADELPHIA INDEMNITY INSURANCE</b>		
<b>INSURER B :</b> _____		
<b>INSURER C :</b> _____		
<b>INSURER D :</b> _____		
<b>INSURER E :</b> _____		
<b>INSURER F :</b> _____		

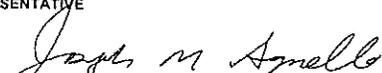
**COVERAGES** SERIN03 **CERTIFICATE NUMBER:** 10455324 **REVISION NUMBER:** XXXXXXXX

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

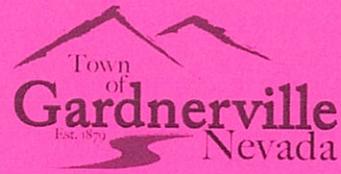
INSR LTR	TYPE OF INSURANCE	ADDL: SUBR INSD: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Y N	PHPK1223382	9/1/2014	9/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N N	PHPK1223382	9/1/2014	9/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N N	PHUB472181	9/1/2014	9/1/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	LIQUOR LIABILITY	N N	PHPK1223382	9/1/2014	9/1/2015	1,000,000 OCCURRENCE 1,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 CARSON VALLEY SERTOMA CLUB (NV) # 10739 - TOWN OF GARDNERVILLE NEVADA IS NAMED AS ADDITIONAL INSURED UNDER GENERAL LIABILITY, SUBJECT TO POLICY TERMS & CONDITIONS, WITH RESPECT TO CARSON VALLEY SERTOMA CLUB'S OKTOBERFEST.

**CERTIFICATE HOLDER****CANCELLATION**

<b>10455324</b> TOWN OF GARDNERVILLE 1407 HIGHWAY 395 GARDNERVILLE NV 89410	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 

**Gardnerville Town Board**  
**AGENDA ACTION SHEET**



1. **For Possible Action:** Recommend approval of a Douglas County Outdoor Festival Entertainment Event application for Carson Valley Sertoma Oktoberfest, September 13, 2015 from 12:00 p.m. to 4:30 p.m.

2. **Recommended Motion:** Recommend Approval  
Funds Available:  Yes  N/A

3. **Department:** Administration

**Prepared by:** Tom Dallaire

4. **Meeting Date:** August 4, 2015 **Time Requested:** N/A

5. **Agenda:**  Consent  Administrative

**Background Information:** See attached application.

6. **Other Agency Review of Action:**  Douglas County  N/A

7. **Board Action:**

- Approved  Approved with Modifications  
 Denied  Continued

RECEIVED  
JUL 15 2015  
DOUGLAS COUNTY CLERK

OUTDOOR FESTIVAL LICENSE APPLICATION

Application Date: JULY 13 2015 Date(s) of Event: 13 Sept 2015

Name of Event: CARSON VALLEY SERTOMA OKTOBERFEST

Location of Event: HERITAGE PARK - GARDNERVILLE  
(Address or Legal Description)

Applicant's name: CARSON VALLEY SERTOMA

Contact's name: JIM WOODS - CHAIRMAN  
(If different than applicant)

Mailing address: 1760 MANHATTAN AVENUE NW STAGO  
Street or P.O. Box City State Zip Code

Physical address (If different): SAWE  
Street City State Zip Code

Phone #(s): \_\_\_\_\_ (Business) 715-765-3914 (Home) 715-710-7009 (Cell)

Is the applicant a(n):  Corporation  Partnership  Individual  Other  
SO13C

If corporation or partnership, please list corporate officers or partners:

Name	Address	Title
<u>CLARK VOSS</u>	<u>Avilla</u>	<u>TRES</u>
<u>Nancy Humphries</u>	<u>Avilla</u>	<u>SEC</u>
<u>Peggy Prick</u>	<u>Munden</u>	<u>TRES</u>

Description of Event: AN OKTOBERFEST FUND RAISER FOR THE LOCAL CHARITIES & AGENCIES. A SINGLE DAY CELEBRATION WITH POLKA MUSIC, DANCING, GERMAN STYLE FOODS, BEER SALES, CRAFTED (20 UNITS) FAIR & KIDS GAMES

Hours of operation: 9-5pm

What is the name of the designated event representative that will be on-site during the event and who has authority to bind the applicant? Jim Woods

Will an admission fee be charged for your event?  Yes  No If yes, \$ amount: \_\_\_\_\_

When will fee be collected?  Pre-sales  At entrance N/A

List approximate number of participants: 20

List approximate number of spectators: 300-500

List expected peak number of spectators: 400

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) GRUBER FAMILY BAND Type of Music POLKA

Name of Insurer: CANTON AGENCIES - KC

Limits of liability: \_\_\_\_\_

Address of Insurer: \_\_\_\_\_  
Street City State Zip code

Policy number: \_\_\_\_\_

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.

[Signature]  
Signature of Applicant

7-15-15  
Date

SERTOMA  
Name of Applicant

Jim.Woods@charter.net  
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))

ALL SEPTOIA MEMBERS WILL HELP WITH CROWD CONTROL AND BE ON THE LOOKOUT FOR ANY TROUBLE - DOUGLAS CO. SHERIFF PATROLS WILL BE IN THE AREA - 911 WILL BE USED IF NECESSARY

#### Describe plan for location and supply of water facilities (§ 5.12.120(B))

PROVIDED BY TOWN OF KARDNERVILLE - ON SITE WATER SYSTEM

#### Describe food concessions plan (§ 5.12.120(C))

REHEAT & COOK COMMERCIAL PRODUCTS - SAUSAGE, BRATISLAVA, GERMAN POTATO SALAD, - OBTAIN HEALTH PERMIT - CANOPY COVER & REST, ARABIC STORES, REFRIG. UNITS

#### Describe toilet facilities plan (§ 5.12.120(D))

M&F TOILET FACILITIES ARE ONSITE (BY TOG) ADDITIONAL "PORT A POTTIES" AS NEEDED BY COUNTY/TOWN CODES

#### Describe trash cans and litter plan (§ 5.12.120(E))

TOWN OF KARDNERVILLE WILL PROVIDE DUMPSTERS (3) AND INDIVIDUAL TRASH CANS WILL BE PROVIDED BY SEPTOIA - DAWG. TO RECYCLE ALUM. CANS

#### Describe medical facilities plan (§ 5.12.120(F))

ONSITE FIRST AID KIT - CHAIRMAN HAS CPR/CARDIO FIRST AID CARD FROM EAST FORK FIRE & PARAMEDIC

#### Describe fire protection plan (§ 5.12.120(G))

ONSITE SYSTEM BY TOG - 911 TO EAST FORK AS NEEDED

**Describe parking areas, access and parking control plan** (§ 5.12.120(H))

ON STREET & PUBLIC PARKING LOTS, PERMISSION FROM ADJACENT LANDOWNER FOR PARKING ON PRIVATE PROPERTY - (SOUTH OF COMM. GARDENS SITE)

**Describe location of on-site headquarters or contact information** (§ 5.12.120(J))

HEADQUARTERS WILL BE THE FOOD TICKET BOOTH. PA SYSTEM FOR PUBLIC ADDRESS VIA THE BAND & TOA KIOSK \*

**Describe illumination plan** (§ 5.12.120(K))

PARK LIGHTING BY TOA

**Describe overnight camping facilities plan** (§ 5.12.120(L))

NO SHOWERS

**Describe communication system plan** (§ 5.12.120(Q))

\* SAME AS ABOVE

**What provisions will be made for numbers of spectators in excess of the estimate**

(§ 5.12.040)

TOWN PARK IS LARGE ENOUGH FOR A LARGE CROWDS

**Attach a plot plan showing arrangement of the facilities including those for parking, egress and ingress.** (§ 5.12.040)

Attaches

### 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

X ~~DALE~~ - CLUB FUNDRAISER

PROPERTY OWNER AFFIDAVIT

STATE OF NEVADA )
COUNTY OF DOUGLAS ) ss:

I, Carol Louther being duly sworn, depose, and say that I am an owner\* of property involved in this application, that the applicant has my full permission to use the property and that the foregoing statements and answers herein contained and the information herewith submitted are in all respects complete, true and correct to the best of my knowledge and belief.

Location of Event: HERITAGE PARK - GARDNERVILLE NV
Address or Legal Description

Signed Carol Louther

Subscribed and sworn to before me this 15 day of July, 2015.

\*Owner refers to the following. Please mark the appropriate box.

- OWNER/JOINT OWNER
CORPORATE OFFICER/PARTNER
POWER OF ATTORNEY (Provide copy of Power of Attorney)
AGENT (Notarized letter from property owner giving legal authority to agent)
LETTER FROM GOVERNMENT AGENCY WITH STEWARDSHIP

Douglas County Clerk's Office

~OR~

Notary Public in and for said county and state

My commission expires:

**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:

C.V. Septoma Oktoberfest  
Name of Event

Sept 13 2015  
Date of Event

C.V. Septoma C.C.U.B.  
Applicant's name (printed)

[Signature]  
Applicant's signature

July  
Date

Jim Woods Chairman



BRIAN SANDOVAL  
*Governor*  
ROBERT R. BARENGO  
*Chair, Nevada Tax Commission*  
WILLIAM CHISEL  
*Executive Director*

STATE OF NEVADA  
DEPARTMENT OF TAXATION

Web Site: <http://tax.state.nv.us>

1550 College Parkway, Suite 115  
Carson City, Nevada 89706-7937  
Phone: (775) 684-2000 Fax: (775) 684-2020

RENO OFFICE  
4800 Kietzke Lane  
Building L, Suite 235  
Reno, Nevada 89502  
Phone: (775) 687-9999  
Fax: (775) 688-1303

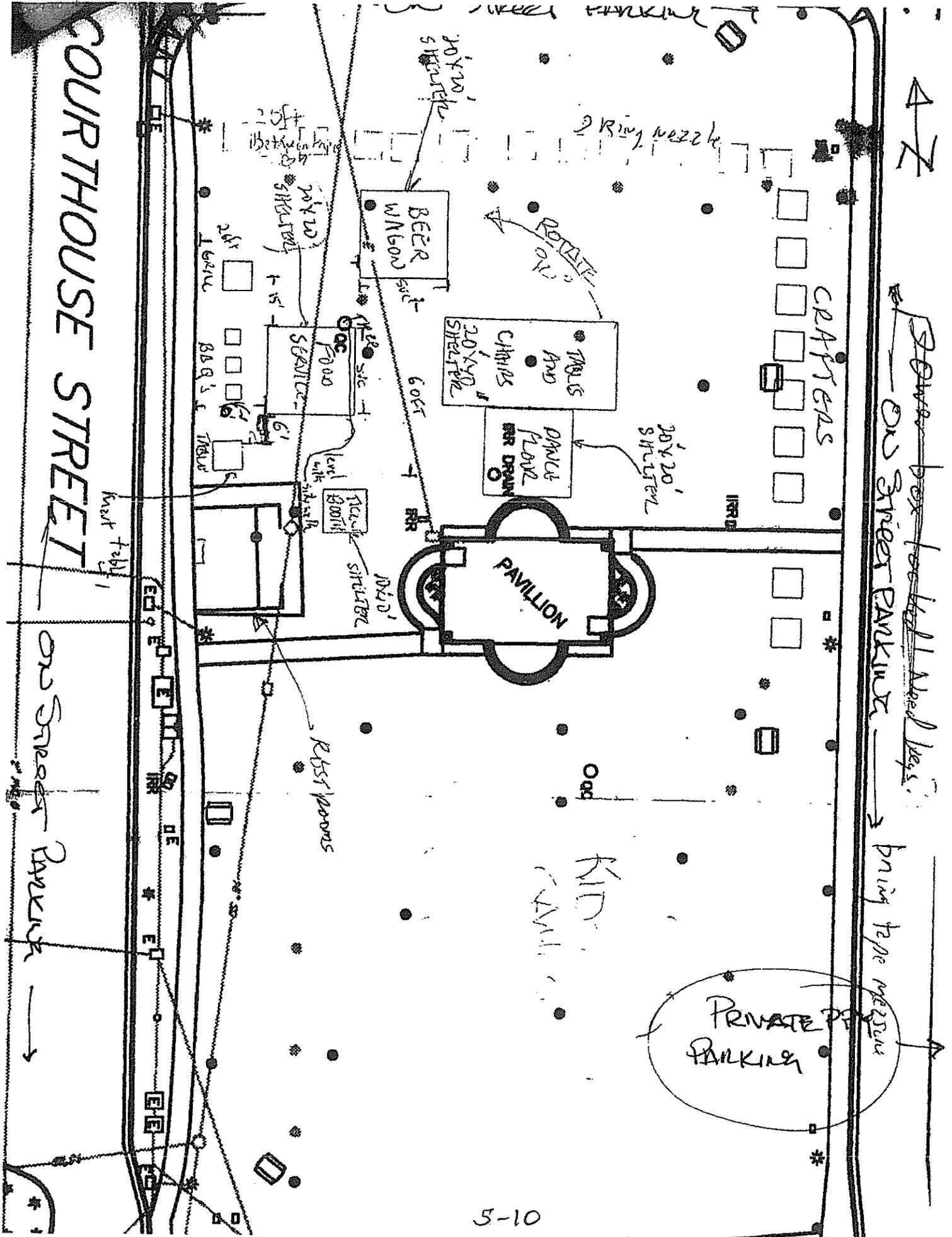
LAS VEGAS OFFICE  
Grant Sawyer Office Building, Suite 1300  
555 E. Washington Avenue  
Las Vegas, Nevada 89101  
Phone: (702) 486-2300 Fax: (702) 486-2373

HENDERSON OFFICE  
2550 Paseo Verde Parkway, Suite 180  
Henderson, Nevada 89074  
Phone: (702) 486-2300  
Fax: (702) 486-3377

## EXEMPT ORGANIZATIONS

Governmental, Religious, Charitable and Educational organizations that are granted exemption from sales and use taxes for purchases or sales may only use their exemption in an official capacity.

Exemption status may not be transferred to individual organization members or anyone else for their personal use. Accordingly, use of an organization's exemption letter for other than its official capacity is inappropriate. Misuse of an organization's exemption may result in its revocation by the Department.



COURTHOUSE STREET



CRAPSHOTS

PAVILLION

ON STREET PARKING

PRIVATE PARKING

RECEIVED

JUL 31 2014



BRIAN SANDOVAL  
Governor

ROBERT R. BARENGO  
Chair, Nevada Tax Commission

WILLIAM CHISEL  
Executive Director

STATE OF NEVADA  
DEPARTMENT OF TAXATION

Web Site: <http://tax.state.nv.us>

1550 College Parkway, Suite 115  
Carson City, Nevada 89706-7937  
Phone: (775) 684-2000 Fax: (775) 684-2020

LAS VEGAS OFFICE  
Grant Sawyer Office Building, Suite 1300  
555 E. Washington Avenue  
Las Vegas, Nevada, 89101  
Phone: (702) 486-2300 Fax: (702) 486-2373

RENO OFFICE  
4600 KIDDER BUILDING  
Building L, Suite 235  
Reno, Nevada 89502  
Phone: (775) 687-9989  
Fax: (775) 6881303

HENDERSON OFFICE  
2550 Paseo Verde Parkway Suite 180  
Henderson, Nevada 89074  
Phone: (702) 486-2300  
Fax: (702) 486-3377

June 30, 2012

Account Number: **RCE-002-483**  
Exp date: **June 30, 2017**

**CARSON VALLEY SERTOMA**  
**PO BOX 1546**  
**MINDEN NV 89423**

Pursuant to NRS 372.3261 and related statutes, CARSON VALLEY SERTOMA has been granted sales/use tax exempt status as a charitable organization. Direct purchases or sales of tangible personal property made by or to CARSON VALLEY SERTOMA are exempt from sales/use tax. Fraudulent use of this exemption letter is a violation of Nevada law.

Vendors selling tangible personal property to CARSON VALLEY SERTOMA are authorized to sell to them tax exempt. The vendor shall account for the exempt sale on its sales/use tax return under exemptions. For audit purposes, a vendor must have a copy of this letter in order to document the transaction was tax exempt.

This letter only applies to Nevada sales/use tax and does not provide exemption from any other tax.

This exemption applies only to the above named organization and is not extended to individuals, or contractors or lessors to or for such organizations.

Any vendor having questions concerning the use of this sales/use tax exemption letter may contact the Department at one of the district offices listed above.

If, upon further or future review by the Department, it is determined the above named organization does not meet or no longer meets the criteria outlined in NRS 372.348, this letter of exemption will be revoked.

Sincerely,

Raymond H. Lummus  
Tax Manager

*CERTIFICATE OF INSURANCE  
TO BE ISSUED WITHIN A  
MONTH OF THE EVENT*



# CERTIFICATE OF LIABILITY INSURANCE

9/1/2015

DATE (MM/DD/YYYY)

8/27/2014

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

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

<b>PRODUCER</b> LOCKTON COMPANIES 444 W. 47TH STREET, SUITE 900 KANSAS CITY MO 64112-1906 (816) 960-9000		<b>CONTACT NAME:</b> <b>PHONE (A/C No. Ext):</b> _____ <b>FAX (A/C No):</b> _____ <b>E-MAIL ADDRESS:</b> _____	
<b>INSURED</b> 1080371 SERTOMA INC AND ITS SUBSIDIARIES 1912 E. MEYER BLVD KANSAS CITY MO 64132		<b>INSURER(S) AFFORDING COVERAGE</b> NAIC # INSURER A : PHILADELPHIA INDEMNITY INSURANCE INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

**COVERAGES** SERIN03 **CERTIFICATE NUMBER:** 10455323 **REVISION NUMBER:** XXXXXXXX

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.

INBR LTR	TYPE OF INSURANCE	ADDL INBR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:	Y	N	PHPK1223382	9/1/2014	9/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP. (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	PHPK1223382	9/1/2014	9/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	PHUB472181	9/1/2014	9/1/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	LIQUOR LIABILITY	N	N	PHPK1223382	9/1/2014	9/1/2015	1,000,000 OCCURRENCE 1,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 CARSON VALLEY SERTOMA CLUB (NV) # 10739 - DOUGLAS COUNTY IS NAMED AS ADDITIONAL INSURED UNDER GENERAL LIABILITY SUBJECT TO POLICY TERMS & CONDITIONS WITH RESPECT TO CARSON VALLEY SERTOMA CLUB'S OKTOBERFEST SEPTEMBER 21, 2014.

<b>CERTIFICATE HOLDER</b> 10455323 DOUGLAS COUNTY 1616 EIGHTH ST MINDEN NV 89423	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

**RECEIVED**  
**AUG 28 2014**  
 DOUGLAS COUNTY CLERK

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(LAST YEARS' CERT DEINS)  
5-13

# Gardnerville Town Board

## AGENDA ACTION SHEET



1. **For Possible Action:** Discussion to approve Proclamation 2015P-02 recognizing the week of August 10<sup>th</sup> through August 16<sup>th</sup>, 2015 as Brain Injury Awareness week; with public comment prior to Board action.
2. **Recommended Motion:** Approve Proclamation 2015P-02 recognizing the week of August 10<sup>th</sup> through August 16<sup>th</sup>, 2015, as Brain Injury Awareness Week.  
Funds Available:  Yes  N/A
3. **Department:** Administration
4. **Prepared by:** Tom Dallaire
5. **Meeting Date:** August 4, 2015 **Time Requested:** 10 minutes
6. **Agenda:**  Consent  Administrative
7. **Background Information:** See attached. Presentation by Michael Smith at meeting.
8. **Other Agency Review of Action:**  Douglas County  N/A
9. **Board Action:**  
 Approved  Approved with Modifications  
 Denied  Continued

*Town of Gardnerville*

*Proclamation 2015P-02*

**A Proclamation by the Gardnerville Town Board recognizing the week of  
August 10<sup>th</sup> through August 16<sup>th</sup>, 2015 as  
Brain Injury Awareness Week**

**Whereas**, a traumatic brain injury (TBI) is a blow, jolt or bump to the head or a penetrating head injury that disrupts the brain's normal function, often resulting in a lifetime of physical, cognitive and behavior challenges;

**Whereas**, 1.7 million Americans, including 475,000 children, sustain a traumatic brain injury each year, and as many as 5.3 million people nationwide live with long-term disabilities due to TBI;

**Whereas**, every 21 seconds, someone in the United States will sustain a traumatic brain injury (TBI), which equals more than 4,000 people daily; and

**Whereas**, the average lifetime cost of care for a person with a severe traumatic brain injury ranges from \$600,000 to \$1,875,000; and

**Whereas**, the effects of brain injury are devastating emotionally and financially to families; and

**Whereas**, many individuals with brain injury can make valuable contributions to our society with appropriate services and supports; and

**Whereas**, public awareness is critical to the prevention of brain injury and to enhancing the recovery process of all individuals affected; and

**NOW, THEREFORE LET IT BE RESOLVED THAT THE GARDNERVILLE TOWN BOARD DOES HEREBY PROCLAIM THE WEEK OF AUGUST 10<sup>th</sup> THROUGH AUGUST 16<sup>th</sup>, 2015 AS BRAIN INJURY AWARENESS WEEK IN GARDNERVILLE.**

**Adopted: This 4<sup>th</sup> Day of August 2015.**

**GARDNERVILLE TOWN BOARD MEMBERS**

\_\_\_\_\_  
**Lloyd Higuera, Chairman**

\_\_\_\_\_  
**Mary Wenner, Vice-Chairman**

\_\_\_\_\_  
**Cassandra Jones, Member**

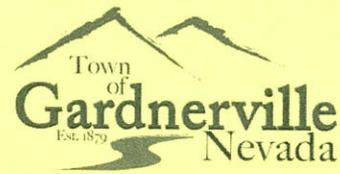
\_\_\_\_\_  
**Ken Miller, Member**

\_\_\_\_\_  
**Linda Slater, Member**



# Gardnerville Town Board

## AGENDA ACTION SHEET



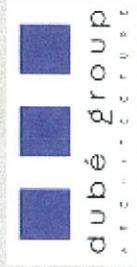
1. **For Possible Action:** Discussion and presentation by Stantec Consulting, regarding the results of the June 27<sup>th</sup> Gardnerville Station workshop and selecting the proposed site elements, building color, wall design options and color, gateway sign concept, discussing the three information signs and concepts the board would like to pursue, and provide direction to staff to proceed with the 2016 CDBG project application to Douglas County; with public comment prior to Board action.
  
2. **Recommended Motion:** Motion to provide direction to staff to use the \_\_\_\_\_ building color and associated fencing color, the sectioned brick wall sign stating WELCOME Downtown Gardnerville and have staff prepare an application to Douglas County for the 2016 CDBG funding cycle to continue funding the project.  
**Funds Available:**  Yes       N/A \$50,000 in 2015/16 for this property.
  
3. **Department:** Administration
  
4. **Prepared by:** Tom Dallaire
  
5. **Meeting Date:** August 4, 2015      **Time Requested:** 45 minutes
  
6. **Agenda:**  Consent       Administrative

**Background Information:** The town acquired the property from the county as a tax sale. We were able to get the site into the Petroleum fund and are working towards getting the tanks out. Also, CDBG funding the planning for this project after a public workshop wanted to save the building. We applied for CDBG funds for the planning document and tank removal. This is the final review of the docs for your input so the consultant can finish up the planning documents for us to use at the next CDBG funding process. The engineers estimate does not include our modification to the storm drain system as noted in the presentation.

7. **Other Agency Review of Action:**  Douglas County       N/A
  
8. **Board Action:**  
 Approved       Approved with Modifications  
 Denied       Continued

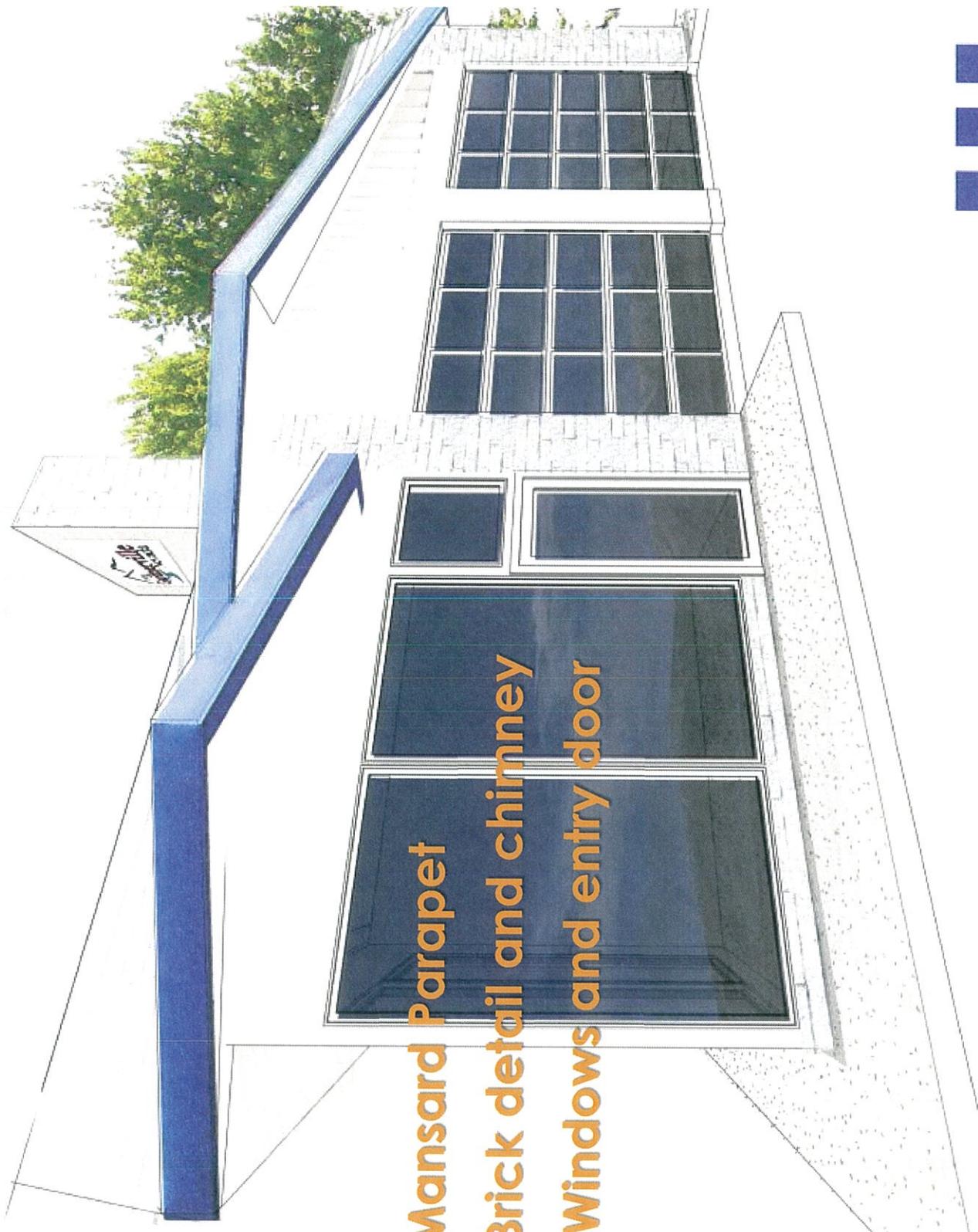
# Gardnerville (Eagle Gas) Station Redevelopment

Town of Gardnerville  
Town Board Presentation of Design Concepts  
August 4, 2015



# Agenda

- 1 Community Outreach
- 2 Site Plan
- 3 Site Features
- 4 Cost Estimate
- 5 Next Steps



**Faux Mansard Parapet**  
**Form Brick detail and chimney**  
**Glass Windows and entry door**

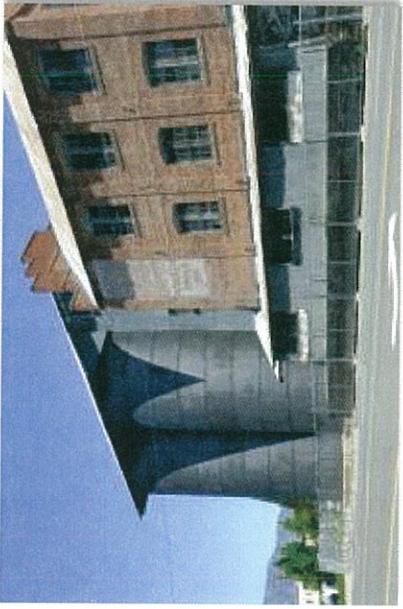
7-4

# Community Workshop Summary

- Meeting Held Saturday, June 27, 2015
- 22 Attendees, including Town staff and consultant team
- 4 Building Color options, 4 screen wall options and 3 monument wall sign options presented
- Two color palette options received equal votes
- Preference for a screen wall that includes brick and wood
- Unanimous support for curved monument wall
- Discussion about monument sign text



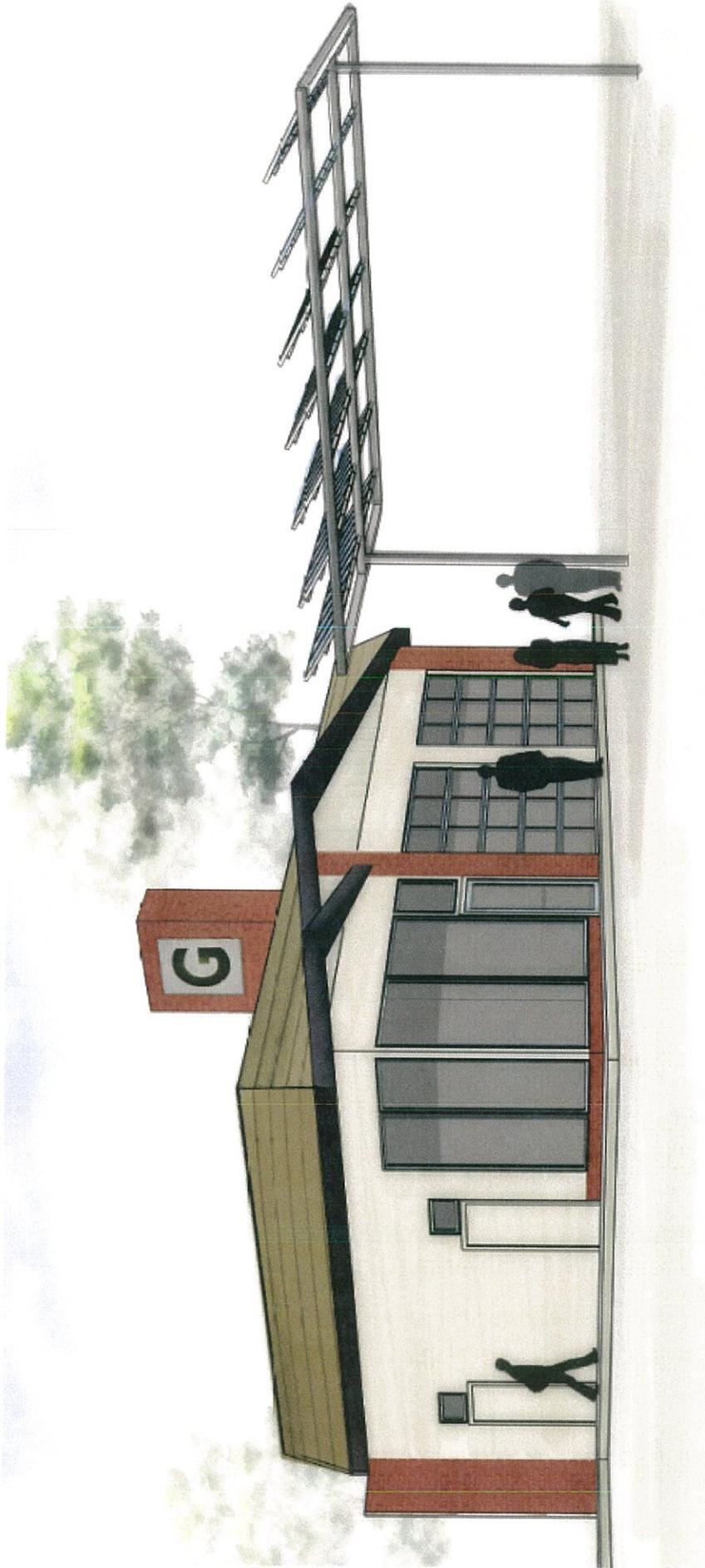
# Material References



7-9

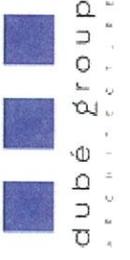
# Building Color Option 1

Received 9 Votes



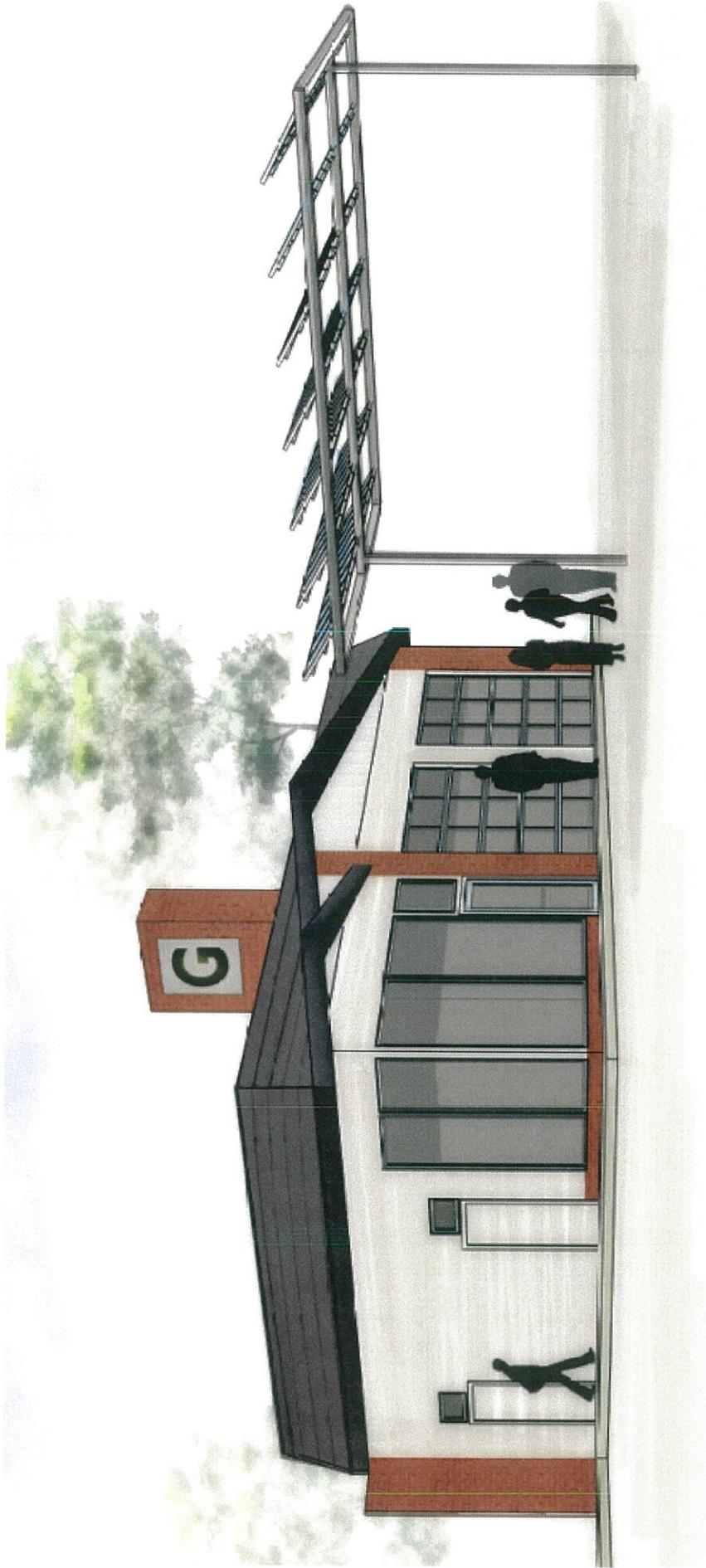
LIGHT VERSION 2

- PAINT COLORS
- ROOF: SIPS: VICTORIAN GARDEN
- ROOF: SHED: WHITE WINGED DOVE
- ROOF: KIMBERLY-BLACK
- ROOF: COPPER: CANYON ROCK
- WALL UNDER ROOF: 1478 HORIZON



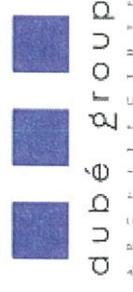
# Building Color Option 2

Received 8 Votes



# Preferred Monument Sign

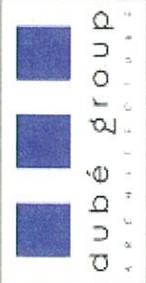
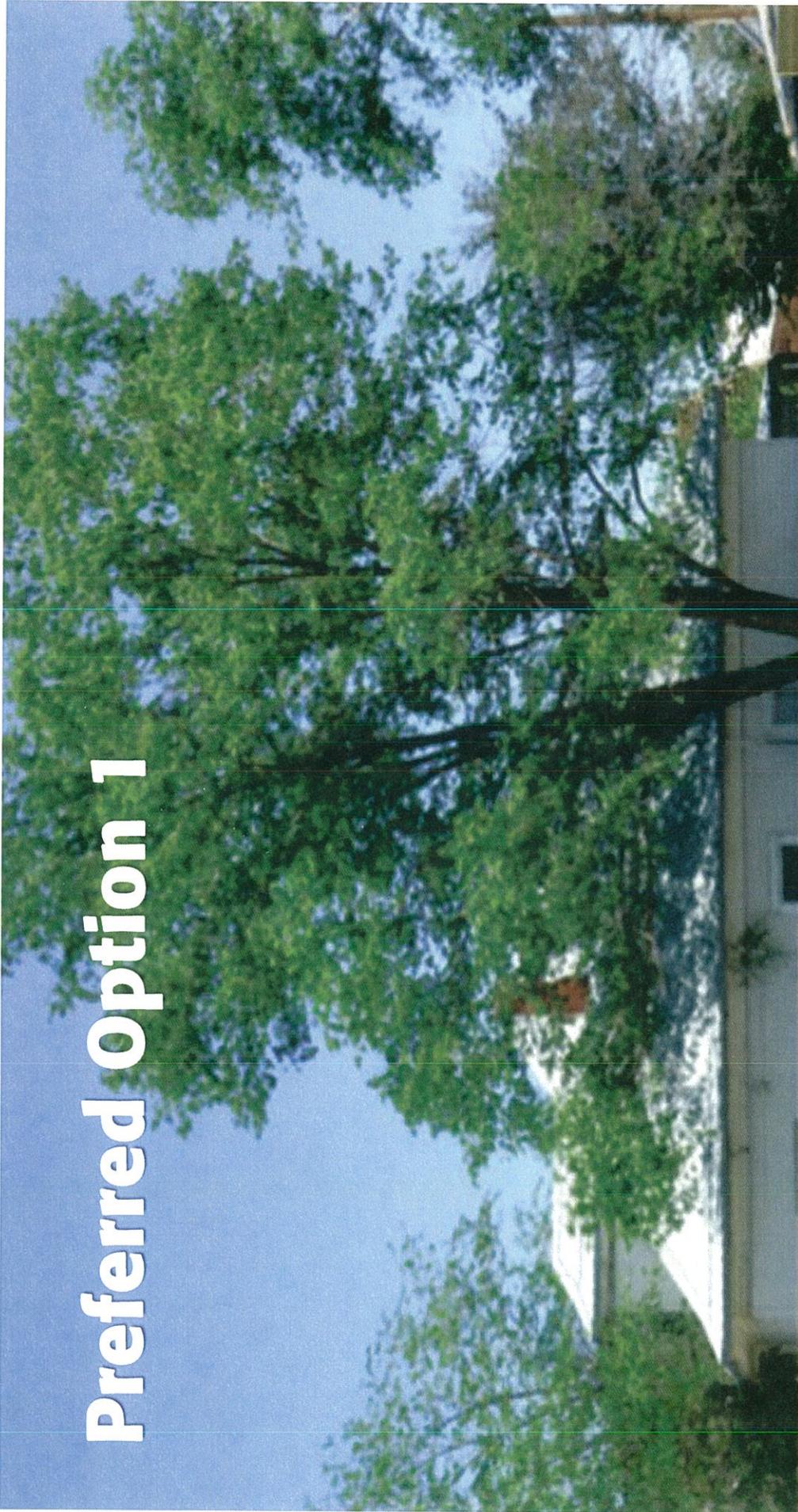
- 7 Brick columns 2'x4' high
- Placed in a curved fashion at the corner of Mission Street
- Raised Metal "WELCOME" Letters
- Brushed Metal Band with Raised Letters "Town of Gardnerville"



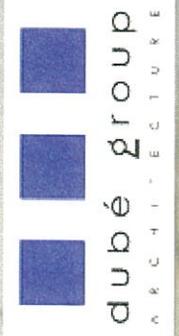
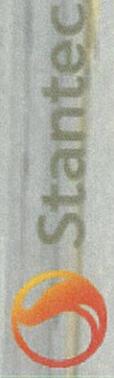
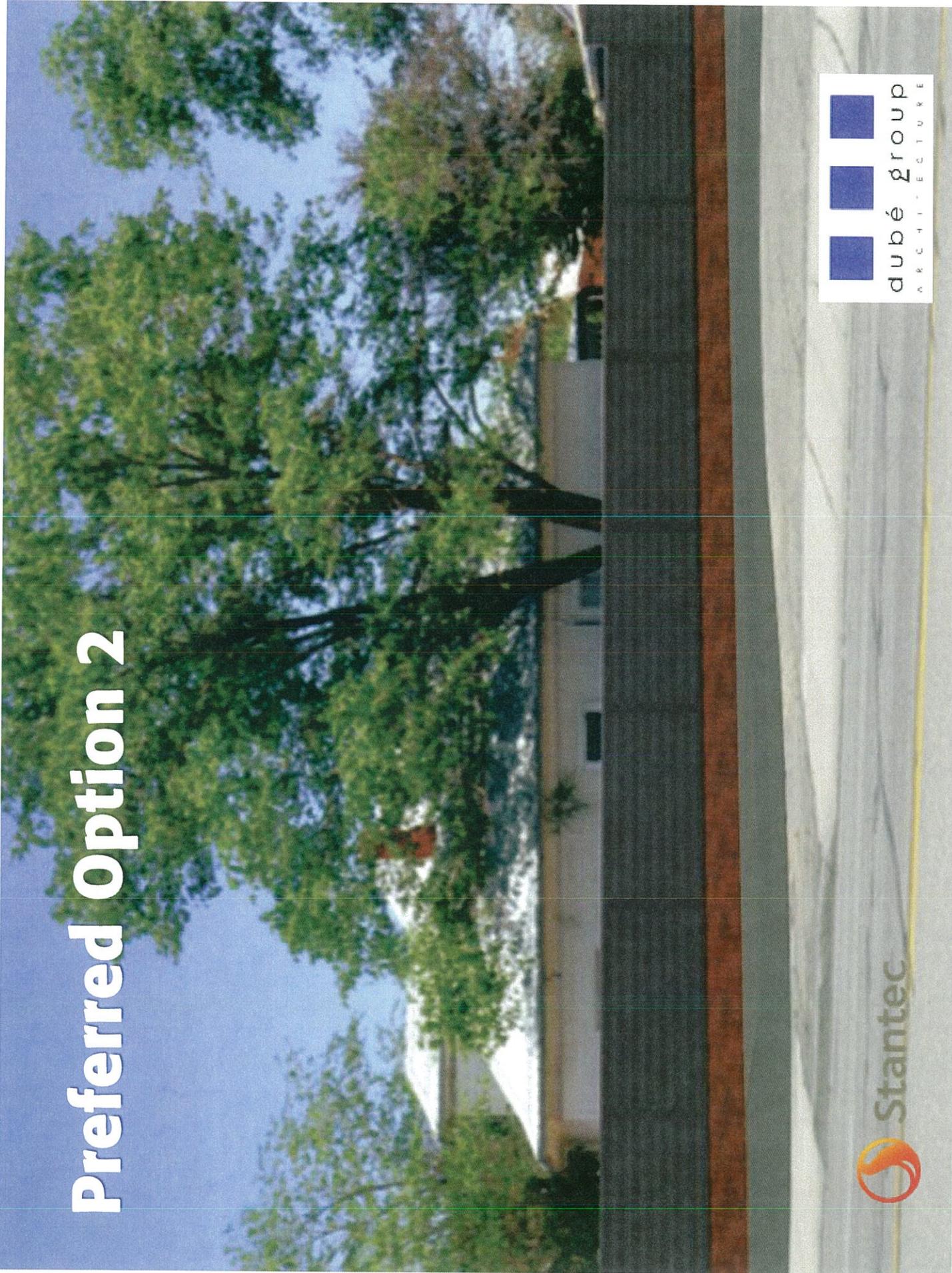
# Screen Wall Options



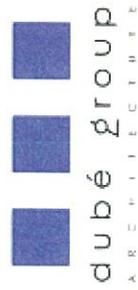
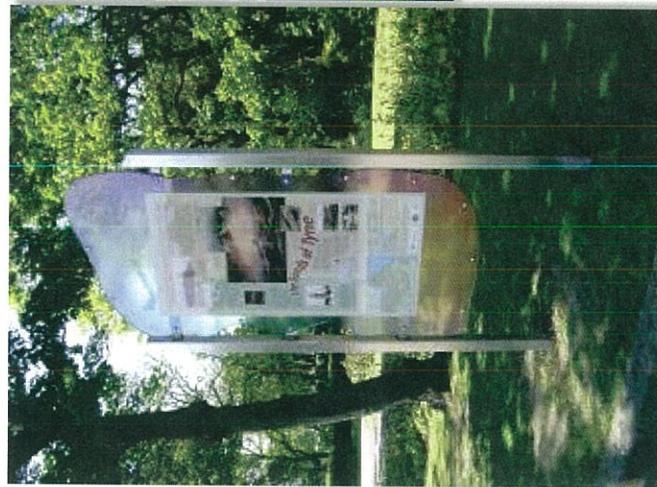
# Preferred Option 1

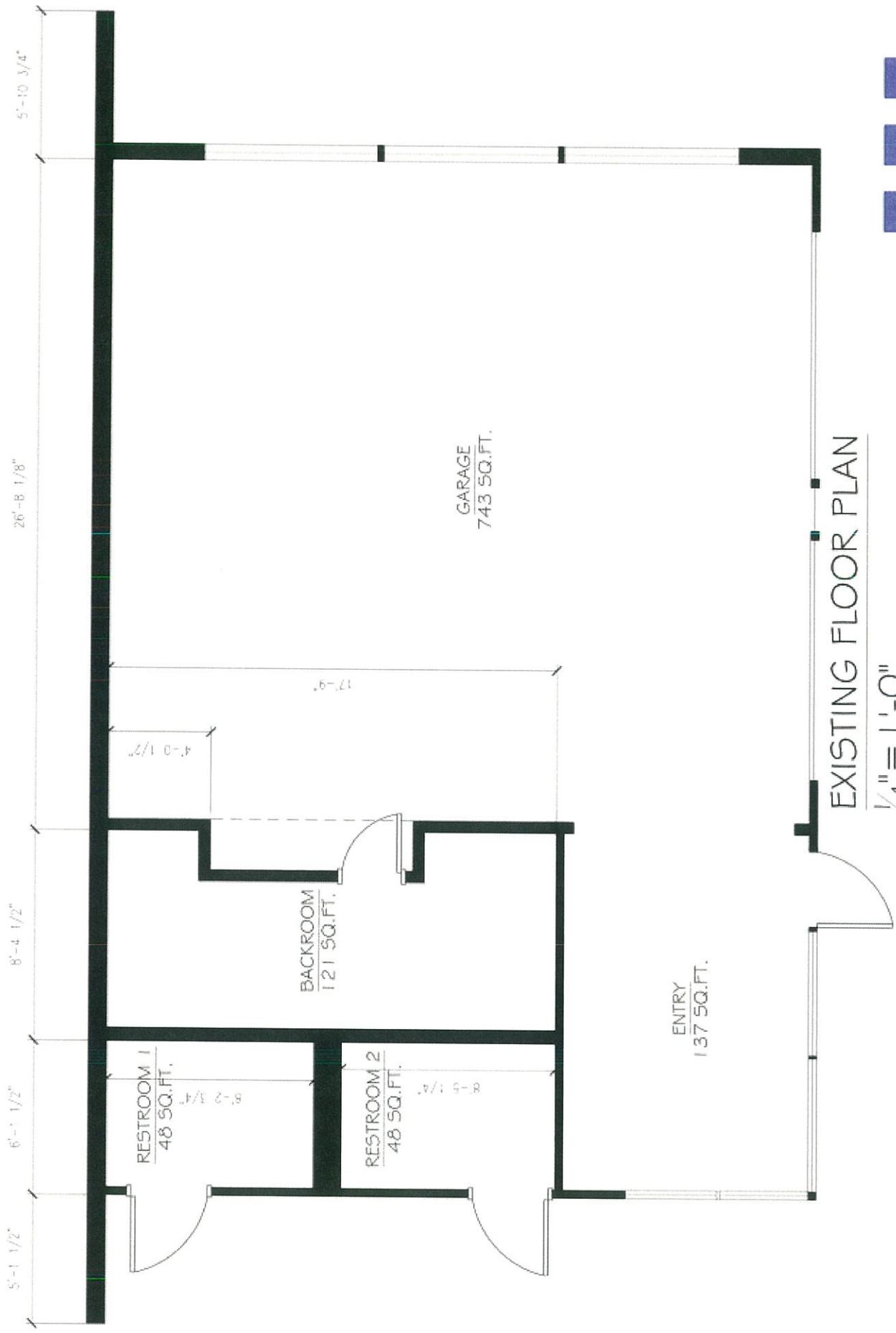


# Preferred Option 2



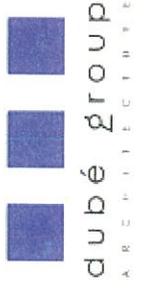
# Interpretive Panels

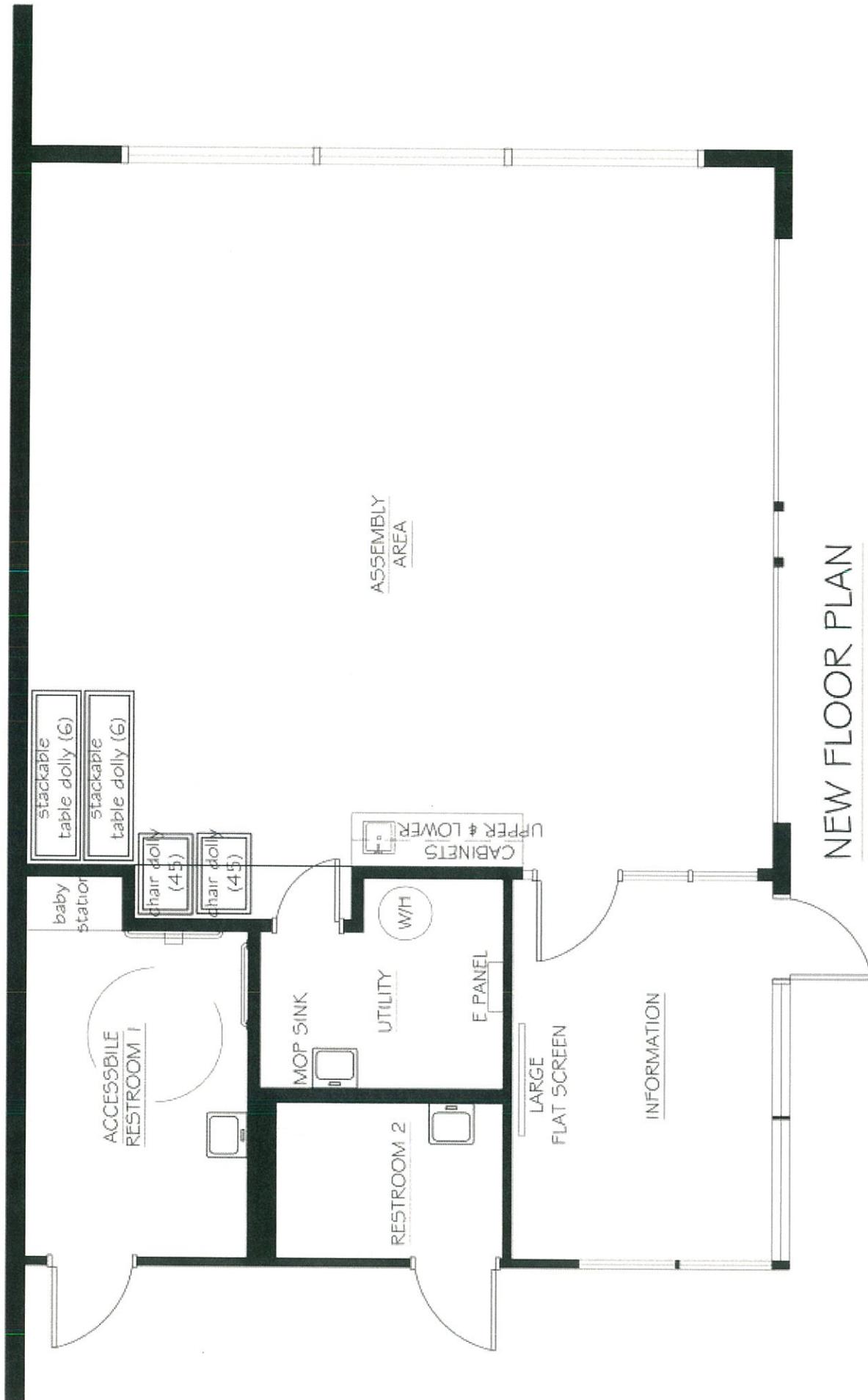




EXISTING FLOOR PLAN

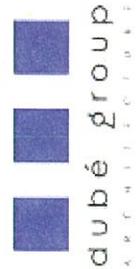
1/4" = 1'-0"

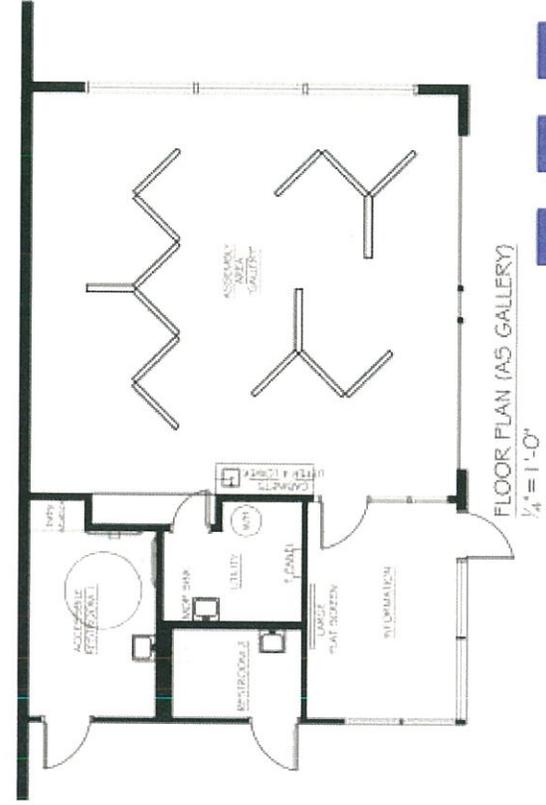
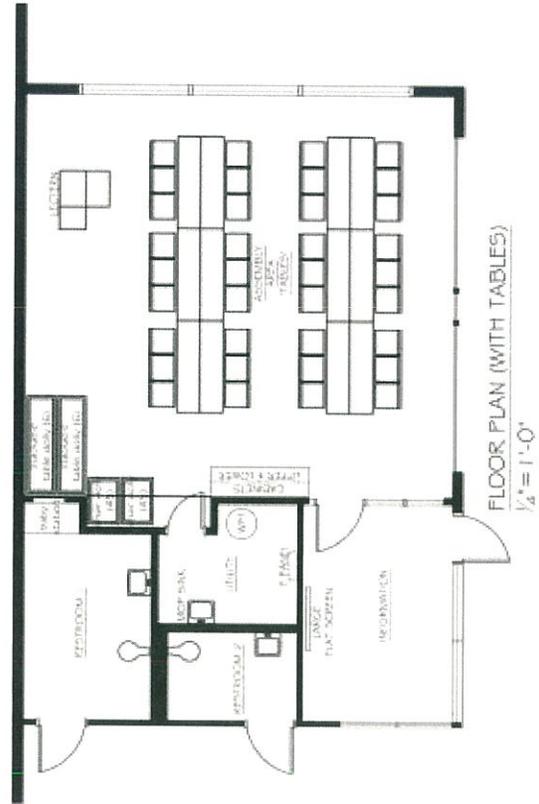
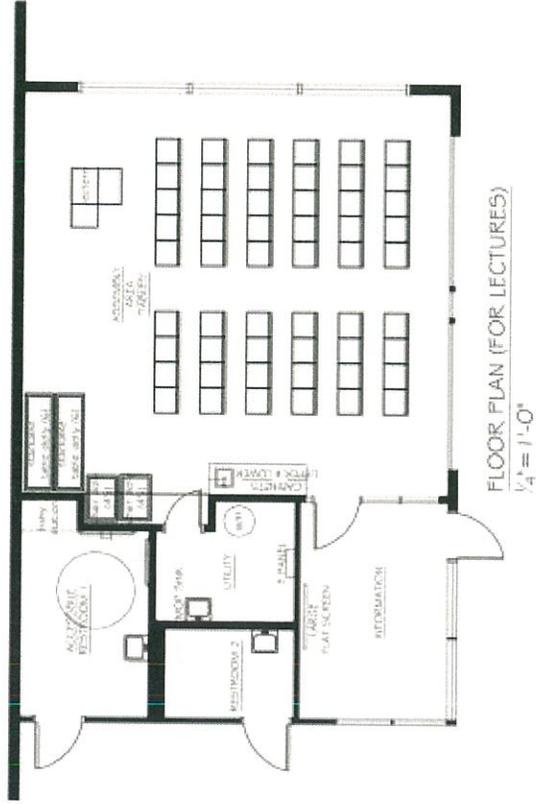
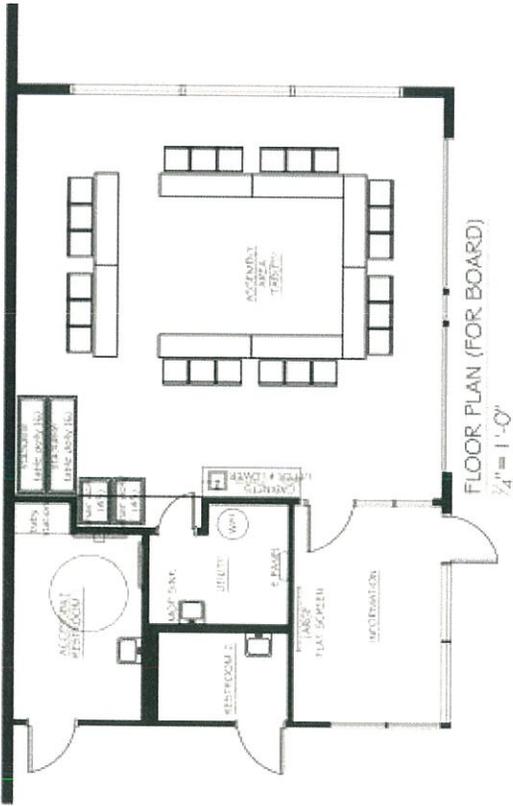




**NEW FLOOR PLAN**

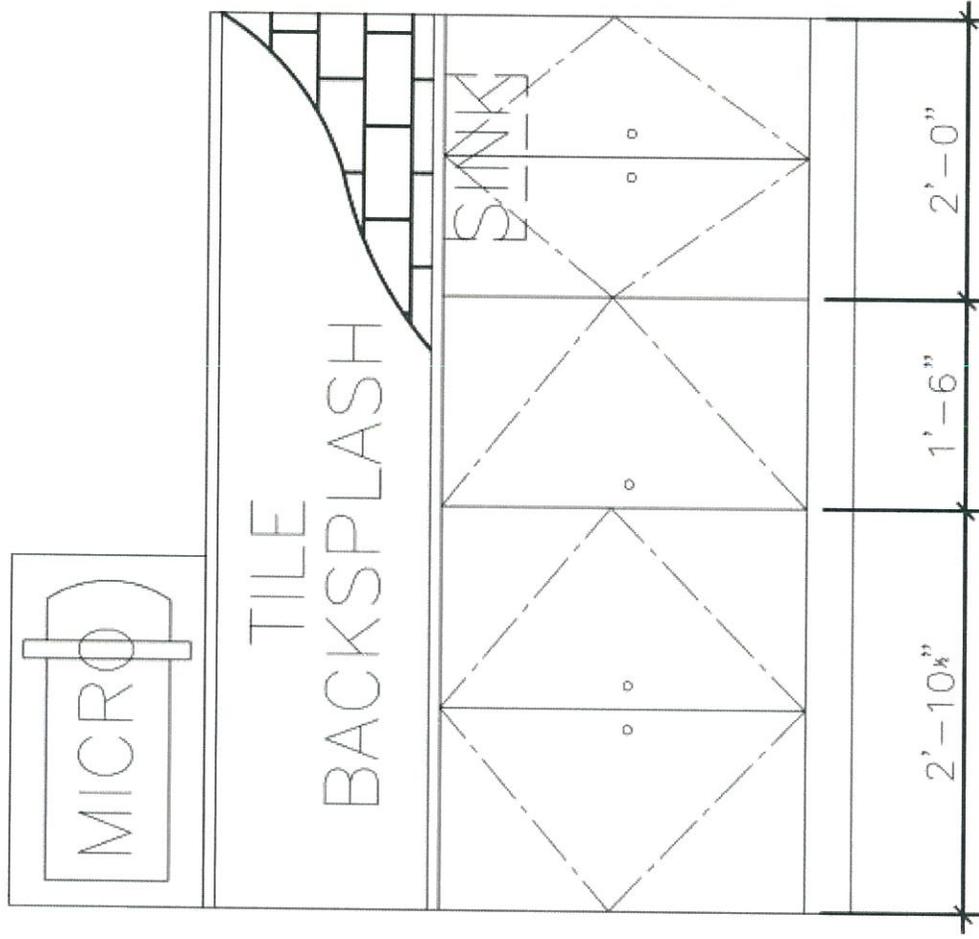
1/4" = 1'-0"

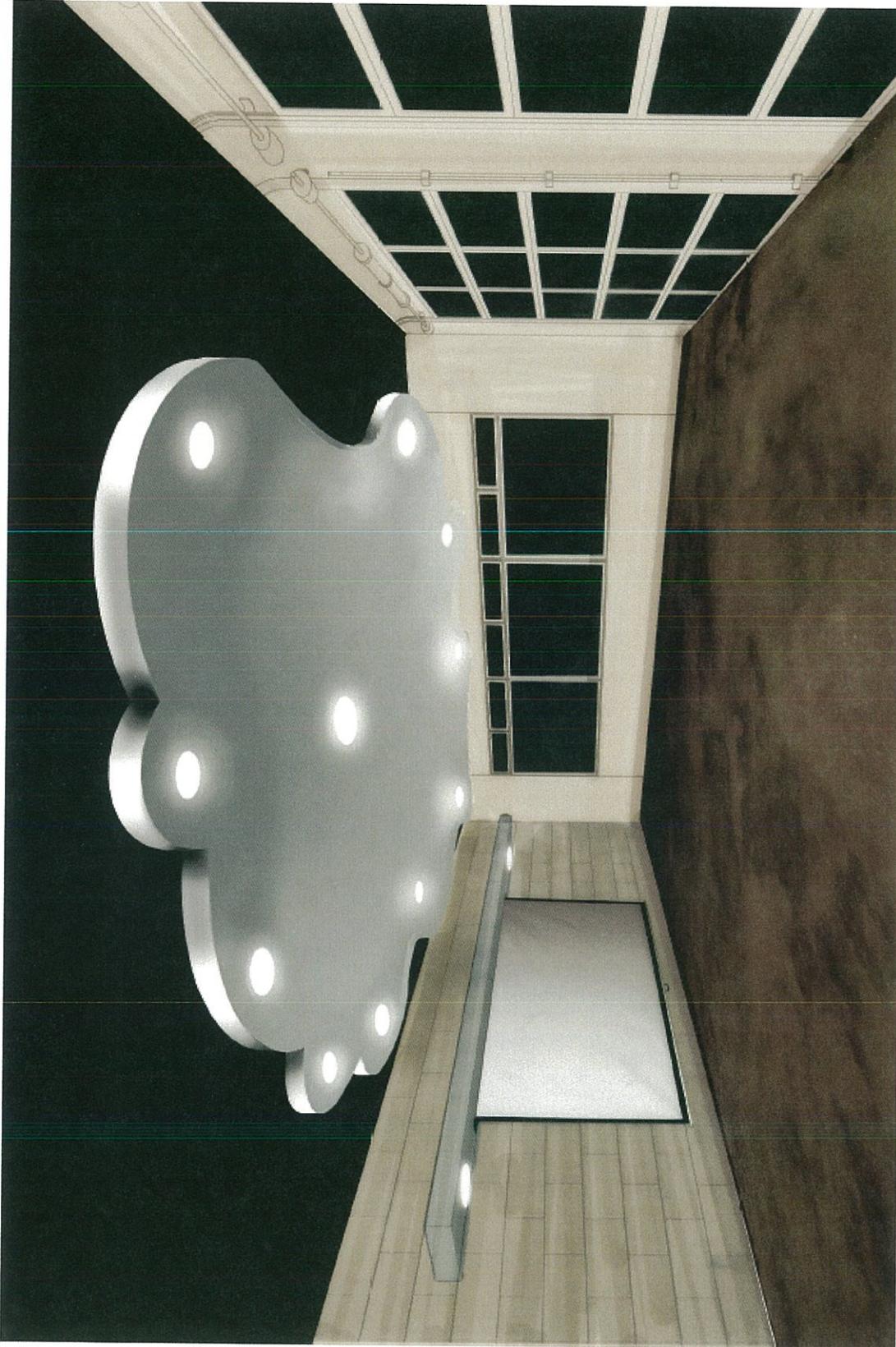




Usable  
Kitchen Area

SHELVES

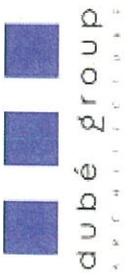




INTERIOR VIEW

PAINT  
COLORS

- INTERIOR WALLS: 1144  
COASTAL COTTAGE
- WALL BEHIND PROJECTOR: 1147  
FOX HEDGE TAN





**CONNECTABLE**  
OVERALL FOOTPRINT: 10' 4-3/16"W x 4'6"L (INCLUDING CANOPI)  
MANUFACTURER: CARRIERCLASS GREEN INFRASTRUCTURE



**TABLE TRUCK FOR SMART TABLE**  
HOLDS UPS TO 6 RECTANGULAR FOLDING LEG SMART TABLES 48" TO 72" LONG



**MILA-WALL**  
FREESTANDING MODULAR WALL SYSTEM FOR USE IN GALLERIES  
MANUFACTURER: MBA DESIGN AND DISPLAY CORP.



**SMART CART NON-SOUND LECTERN**  
OVERALL DIMENSIONS: 28"W x 21"D x 42"H  
MANUFACTURER: OKLAHOMA SOUND CORP



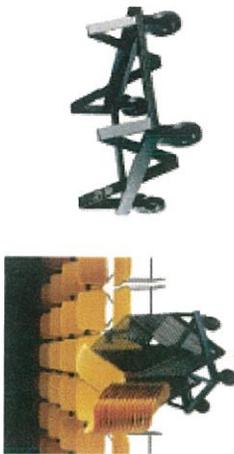
INTERIOR STORE FRONT



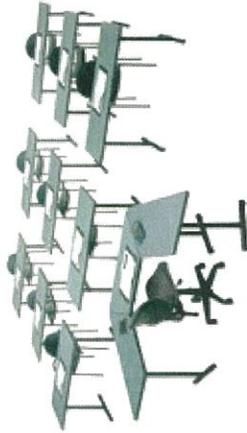
**ACCESS/SERIES V ELECTRIC PROJECTION SCREEN**  
CASE DIMENSIONS: 8-1/16" W X 7-3/16"H (INCLUDING FLANGE AND MOUNTING BRACKET); 12" DROP (MORE DROP AVAILABLE UPON REQUEST)  
MANUFACTURER: DRAPER, INC



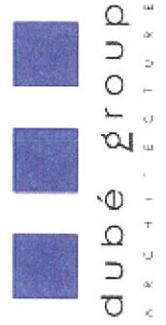
**MATRIX STACK CHAIR**  
OVERALL DIMENSIONS: 19-1/2"W x 19-1/4"D x 32-1/4"H  
MANUFACTURER: KI



**CHAIR DOLLY FOR MATRIX STACKING CHAIRS**  
HAS 5" CASTERS; STACKS UP TO 45 CHAIRS HIGH (7'9" HEIGHT)  
MANUFACTURER: KI



**SMART TABLE FOLDING LEG RECTANGULAR TABLE**  
OVERALL DIMENSIONS: 72"W x 18"D x 29"H  
MANUFACTURER: ABCO OFFICE FURNITURE INC.



# Opinion of Probable Cost

Project Phase	Item	Description	Cost Estimate
2A		Building Improvements	\$193,628.65
	2, 3, 7, 8, 9, 10, 12, 22, 23, 26		
	11	Interior Equipment	\$25,497.31
		<b>SUBTOTAL BUILDING</b>	<b>\$219,125.96</b>
2B		Stormdrain Improvements	\$190,000.00
2C	1	Civil	\$192,460.00
	2	Landscape	\$82,485.00
	13	PV Canopy	\$60,461.00
		<b>SUBTOTAL PROJECT</b>	<b>\$554,531.96</b>
		CDs, bonds, conditions, contractors fee, escalation, 10% contingency	\$267,699.86
		<b>OPINION OF PROJECT COST</b>	<b>\$822,231.82</b>

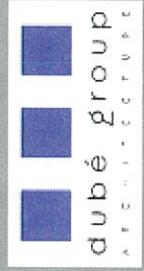
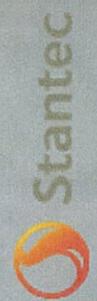
7-21

## Next Steps

- 1 September Action on CDBG Grant Application – March 2016 Award**
- 2 Pursue Funding for next phases**
- 3 Rezoning and Design Review by Douglas**
- 4 Finalize Section 106 Process**
- 5 Stormwater Improvements & NDOT R/W Dedication**



Thank you





Summary of Comments from  
GARDNERVILLE STATION WORKSHOP # 2  
June 27, 2015  
(former Eagle Gas Station)

*Persons in Attendance:*

1. Tom Dallaire, P.E., Town Manager,
2. Paula Lochridge, Main Street Program Manager
3. Mary Wenner, Gardnerville Town Board
4. Ken Miller, Gardnerville Town Board
5. Lloyd Higuera, Chair, Gardnerville Town Board
6. Cassandra Jones, Gardnerville Town Board
7. Carol Sandmeier, Main Street Volunteer
8. Margaret Pross, Main Street Volunteer
9. David Nishikida, Adjacent Property Owner
10. Leesa & David Malm
11. Sonja Severson
12. Sondra Condron
13. Edith Hellwinkel
14. Judy Mello
15. Tara Addeo, Main Street Board
16. Linda Dibble, Main Street Board
17. Sally Jaspersen, Main Street Volunteer
18. Grant Sedman
19. Cynthia Albright, AICP, Stantec Consulting
20. Peter R. Dubé, NCARB, AIA, Dubé Group Architecture
21. Alex Malm, Dubé Group Architecture
22. Candace H. Stowell, AICP, Consultant

Tom Dallaire welcomed everyone to the workshop and introduced members of the Gardnerville Town Board as well as the Gardnerville Station design team members.

Cynthia Albright of Stantec Consulting began the formal presentation. Cynthia explained that the goal for the site design was to try and create the best layout with parking and open space.

Pete Dubé introduced the proposed building design by talking about the building and the fact that it's over 50 years old. The building is deemed eligible and adaptive reuse is allowed. The State Historic Preservation Office (SHPO) is excited about this building. The facility still has identity as a gas station. We have to preserve the twin gable roof line. The mansard parapet and gables need to be preserved. Also, the lap siding needs



to be preserved. The chimney is important as part of the ranch style characteristic. So, we have to preserve the form. In relation to the building materials, Pete stated that the form brick needs to be retained as well as the metal paneling. So both the form and materials need to be kept.

The restrooms will be retained with doors and windows on the outside. The front office will be retained as well as the bay doors. SHPO will allow us to remove the canopy – it is unsafe to keep it and we will discuss the plans for the canopy.

Alex Malm of the Dubé Group presented the proposed floor layout of the building. The front area will include a flat screen TV to advertise events. There is ample room for racks or a concierge. The first restroom will become ADA accessible. A beverage counter is proposed. Tom Dallaire stated that the front door of the old East Fork Hotel will be used for the store room door.

Alex discussed different layouts along with furniture options, such as stackable chairs with dollies. There will be a projection screen mounted on the wall and storefront doors.

The concrete floor will be stained. The walls will remain the same but will be painted. There will be lights. The acoustic system will include speakers. The bay doors will have dual glazing to cut down on noise. Acoustic modeling could be done. There could also be acoustic panels with push pin's. Margaret Pross mentioned a material that can put over the concrete floor to help with the sound.

Pete stated that adding insulation probably won't work due to SHPO but there will be roll up shades. Cynthia mentioned that as long as things are reversible, it's OK.

There was a question about the outside access to the bathrooms and exposure to elements. It will be better to keep access on the outside in order to keep security for the internal area of building.

Pete Dubé presented color schemes for the exterior of the building. He pointed out that the lighter the color, the more the building stands out. The four options presented were as follows:

1. Light Version 1. Creamy white on the form brick. The gables are charcoal grey. Backlight the chimney with the G on the chimney. There would be downlights under the gables. Chimney would be illuminated on both sides. Ken Miller asked if the color of lighting could be changed. Pete said this can be done.
2. Light Version 2. This version brings in brick.
3. Light Version 3. This version has the same mansard color as Version 2 but there is a different color on the gables.
4. Dark Version. This version would be closer to original gas station with charcoal color.



The new canopy will have the same aluminum as the aluminum on the building. The canopy will have photovoltaic panels.

One of the workshop attendees asked if there was a special G for Gardnerville that can be used so people don't think it's "G" for gas.

Cynthia presented the proposed site design. The electric vehicle charging station will be under the canopy. SHPO will probably support a canopy that reminds us of a gas station, but the canopy will also provide shade and can provide an extension of the interior and provide a gathering space. The canopy will be in front of the bay doors.

The proposed screen wall has been moved out in order to keep the trees along the Nishikida property. Interpretive panels are proposed along with DG. The existing fence will stay at the rear of the property. The trees need to be the same so they change colors in the spring, such as flowering pears. There would be a rock mulch for easy maintenance. The landscape area would be next to a wider sidewalk and the landscape area would be depressed along the highway so that it captures water runoff. There would be a natural stormwater area near the monument sign. There would be 12 parking spaces with a bench for the DART bus. A dog rest area for dogs is proposed behind the building. The proposed gate around this area is gone but there is a place for animals.

The pavement would be extended around the building and a bike rack has been added. Large tour buses could stop on Mission Street. You might have a bus larger than the DART bus and they can't go on to the site due to the canopy.

Cassandra Jones asked if there would be RV spaces. Cynthia stated that the canopy would not work and the parking spaces are not RV parking spaces. The entrance on the highway would be one way in on Hwy 395.

Margaret Pross asked if warning signage is needed for the canopy. It was stated that 13'6" should accommodate most RV's.

David Niskhikda asked about the canopy and the shared parking spaces.

Cynthia discussed the screen wall along the Nishikida property. The screen wall could be wood on top of a concrete base. The concrete base could provide lighting for the landscaping. There would be two feet of concrete. Another option is to build a brick base with brick from the Town so the wall would be a combination of brick and wood.

The monument sign would have brick. There could be a rounded monument sign with wrapped metal. The entry sign would be brick and metal to tie into the building and the canopy. We can have back lighting.



There was discussion concerning digital signage. The TV monitor in the storefront could advertise events. Ken Miller asked about temporary reader boards for the monument sign.

Following the formal presentation, workshop participants viewed the displays and voted for their preferred color pattern for the building, the type of screen wall, as well as the type of monument sign.

#### Color Pattern Preferences:

The Light Version 2 was more popular (9 dots) than the Dark Version (7 dots). One person was in favor of the dark version (after the voting was over).

Another person commented that she would like to see Light Version # 2 in combination with Screen Wall Version #4.

#### Screen Wall Preferences

The majority of workshop attendees favored the darker version, or version # 4. This uses the brick based with dark colored wood.

#### Monument Sign Preferences

The rounded brick monument sign was favored by everyone. There were no votes for the other monument sign options.

#### Comment Sheets

1. Signage: Welcome Mainstreet Gardnerville
2. Monument Sign: Main Street Gardnerville; top sign: change to Station, suggests gas station.
3. I like the idea of sign just saying: Welcome to Gardnerville.
4. Welcome to Downtown Gardnerville; G Station
5. The concrete floor should include some sort of material to improve acoustics.
6. Add a Flare to the "G" (aka serif)
7. Electronic reader board on monuments sign—should there be one temporarily or permanently?
8. Love the solar panel/picnic table concept.



Stantec Consulting Inc.  
 6995 Sierra Center Pkwy  
 Reno, NV 89511  
 Tel: (775) 850-0777  
 Fax: (775) 850-0787

# OPINION OF PROBABLE COST

Project: **Gardnerville Station**  
 Design: Preliminary  
 Theme: Rustic  
 Prepared For: Town of Gardnerville

Project Number: 180101349  
 Date: 7/30/2015  
 Prepared By: JRP, PD, CJA, BS  
 Reviewed By: Cstowell

In providing opinions of probable costs, it is recognized that neither the client nor Stantec has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or bidding. The opinion of probable cost is based on Stantec's reasonable professional judgement and experience and does not constitute a warranty, express or implied, that the Contractor's bids or the negotiated price of the Work will not vary from the Client's budget or from any opinion of probable cost prepared by Stantec. This opinion of probable cost does not include plan processing fees through public agencies, inspection fees and tests, permit fees, escalation beyond construction midpoint, construction contingency, overtime premium or hazardous material abatement/removal.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENSION
<b>1.0 CIVIL</b>					
1.1	Concrete Sidewalk c/w Base	350	SQYD	75.00	\$26,250.00
1.2	Streetside Curb & Gutter c/w Base	400	LINFT	65.00	\$26,000.00
1.3	Concrete Valley Gutter	600	SQFT	15.00	\$9,000.00
1.4	Onsite Curb c/w Base	200	LINFT	30.00	\$6,000.00
1.3	Remove existing pavement	7,500	SQFT	1.50	\$11,250.00
1.4	Remove and replace unsuitable base	100	CUYD	45.00	\$4,500.00
1.5	Asphalt Pavement c/w Base	6,600	SQFT	3.10	\$20,460.00
1.6	Striping & Signage	1	LS	2,000.00	\$2,000.00
1.5	Trash Enclosure	1	LS	6,000.00	\$6,000.00
1.6	Street Lights	2	EACH	8,000.00	\$16,000.00
1.7	Relocate Existing Power Pole	1	LS	40,000.00	\$40,000.00
1.8	Storm Sewer Service (other Town project)			0.00	\$0.00
1.7	Meter and backflow	1	LS	5,000.00	\$5,000.00
1.8	Dualport EV Charging Station	1	LS	20,000.00	\$20,000.00
<b>Civil Total</b>					<b>\$192,460.00</b>
<b>2.0 LANDSCAPE</b>					
2.1	Decomposed Granite	1,000	SQFT	0.50	\$500.00
2.2	Decorative rock 1.5" minus rock @ 3" depth	4,700	SQFT	0.60	\$2,820.00
2.3	Shrubs	80	EACH	80.00	\$6,400.00
2.4	Deciduous trees 2.5" cal	10	EACH	400.00	\$4,000.00
2.5	Evergreen trees 6' high	2	EACH	400.00	\$800.00
2.6	Picnic table	2	EACH	2,000.00	\$4,000.00
2.7	Bench	2	EACH	2,000.00	\$4,000.00
2.8	Interpretive panels	3	EACH	5,000.00	\$15,000.00
2.9	Monument Signage	1	LS	10,000.00	\$10,000.00
2.10	Irrigation System not including backflow	4,700	SQFT	1.60	\$7,520.00
2.11	Trash receptacle	1	EACH	1,800.00	\$1,800.00
2.12	Plant establishment	4,700	SQFT	0.35	\$1,645.00
2.13	Screen fence	150	LINFT	150.00	\$22,500.00
2.14	Bicycle Rack	1	LS	1,500.00	\$1,500.00
<b>Landscape Total</b>					<b>\$82,485.00</b>

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Project Phase	Item	Description	Cost Estimate
2A		Building Improvements	\$193,628.65
	2, 3, 7, 8, 9, 10, 12, 22, 23, 26		
	11	Interior Equipment	\$25,497.31
		<b>SUBTOTAL BUILDING</b>	<b>\$219,125.96</b>
2B		Stormdrain Improvements	\$190,000.00
2C	1	Civil	\$192,460.00
	2	Landscape	\$82,485.00
	13	PV Canopy	\$60,461.00
		<b>SUBTOTAL PROJECT</b>	<b>\$554,531.96</b>
		CDs, bonds, conditions, contractors fee, escalation, 10% contingency	\$267,699.86
		<b>OPINION OF PROJECT COST</b>	<b>\$822,231.82</b>

# Gardnerville Town Board

## AGENDA ACTION SHEET



1. **Not For Possible Action:** Discussion on the Main Street Program Manager's Monthly Report of activities for July 2015.
2. **Recommended Motion: Receive and file**
  - a. **Funds Available:**  Yes  N/A
3. **Department:** Administration
4. **Prepared by:** Paula Lochridge
5. **Meeting Date:** August 4, 2015 **Time Requested:** 5 minutes
6. **Agenda:**  Consent  Administrative
7. **Background Information** N/A
8. **Other Agency Review of Action:**  Douglas County  N/A
9. **Board Action:**  
 Approved  Approved with Modifications  
 Denied  Continued



## Main Street Gardnerville's Program Manager Report Gardnerville Town Board Meeting, August 4, 2015

- Received the signed agreement from the Carson Valley Masons to move forward on the permitting process to place the Basque Mural on their building.
- Officer filing has been completed for FY 15/16.
- I am scheduling monthly meetings with the directors of the Carson Valley Chamber of Commerce, Carson Valley Visitors Authority and Main Street Minden, starting July 31<sup>st</sup>. Due to very limited time availability, I am unable to attend their regularly scheduled meetings on a consistent basis but I still want to remain in contact. This way the four of us can still keep in close contact on what each of our programs are doing, as some projects and events could lead to some successful partnerships with these various groups.
- We (Scott Bergan, MSG Vice President; AJ Frels, CVVA; Tom Dallaire, Town Manager and I) have a meeting scheduled with Jeff Stumb, the Director with the Great Race, on Monday, August 10<sup>th</sup> to discuss details of hosting the lunch stop here and to give him a walking tour of the district.
- We will begin using the line "*Longest running Main Street Program in Nevada*" to replace "*Nevada's only Main Street Program*" when referring to our Program once Minden's Main Street Program is officially up and running.
- We worked with the CVVA and Town of Gardnerville to inform our restaurant/hotel businesses in the district and town of the Softball Tournament coming to the Carson Valley. Per AJ Frels, Executive Director of the CVVA, the event went very well and the attendees were very happy with the service they received at local eateries. The advance notice to these businesses was greatly appreciated.

### Upcoming events and dates:

- "Thirsty Third Thursday" Wine Walks, August 20<sup>th</sup> & September 17<sup>th</sup>
- "Main Street Mingle", August 10<sup>th</sup> at Jacobs Family Berry Farm
- "Splash Dogs" beverage booth, August 14<sup>th</sup>-16<sup>th</sup>
- "Aviation Round Up" booth, in conjunction with the Town, on August 22<sup>nd</sup>-23<sup>rd</sup>
- "Heritage Park Gardens Fall Festival", October 3<sup>rd</sup>
- "Slaughterhouse Lane Coffin Races", October 10<sup>th</sup>
- "Earlier than the Bird" Retail Event, November 21<sup>st</sup>
- "Small Business Saturday" Retail Event in conjunction with the CVCC & Main Street Minden, November 28<sup>th</sup>
- "Carson Valley Christmas Kickoff", in conjunction with the Town, on December 3<sup>rd</sup>
- "Parade of Lights" announcing stand, in conjunction with the Town, on December 5<sup>th</sup>
- "New Year's Eve Candlelight Labyrinth Walk, December 31<sup>st</sup>



**You're invited to our next  
"Main Street Mingle"**

**Monday, August 10th, 5:00 pm—6:30 pm at**

**Jacobs Family Berry Farm**  
GARDNERVILLE, NEVADA

**1335 Centerville Lane, Gardnerville**

*Hosted by both Jacobs Family Berry Farm & Quail Cottage Antiques*

**Join us and meet other members of our community and talk about upcoming events, projects or just things in general that might have an impact on our downtown district.**

**It is also a great way to meet and share ideas with your neighbors. Feel free to bring any promotional items you'd like to share with other attendees.**

**Light refreshments will be provided, courtesy of Jacobs Family Berry Farm and Quail Cottage Antiques.**

**You are encouraged to RSVP, by August 6th.  
Please call 782.8027 or email  
Info@MainStreetGardnerville.org.**

Main Street Gardnerville

Ph: 775.782.8027

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

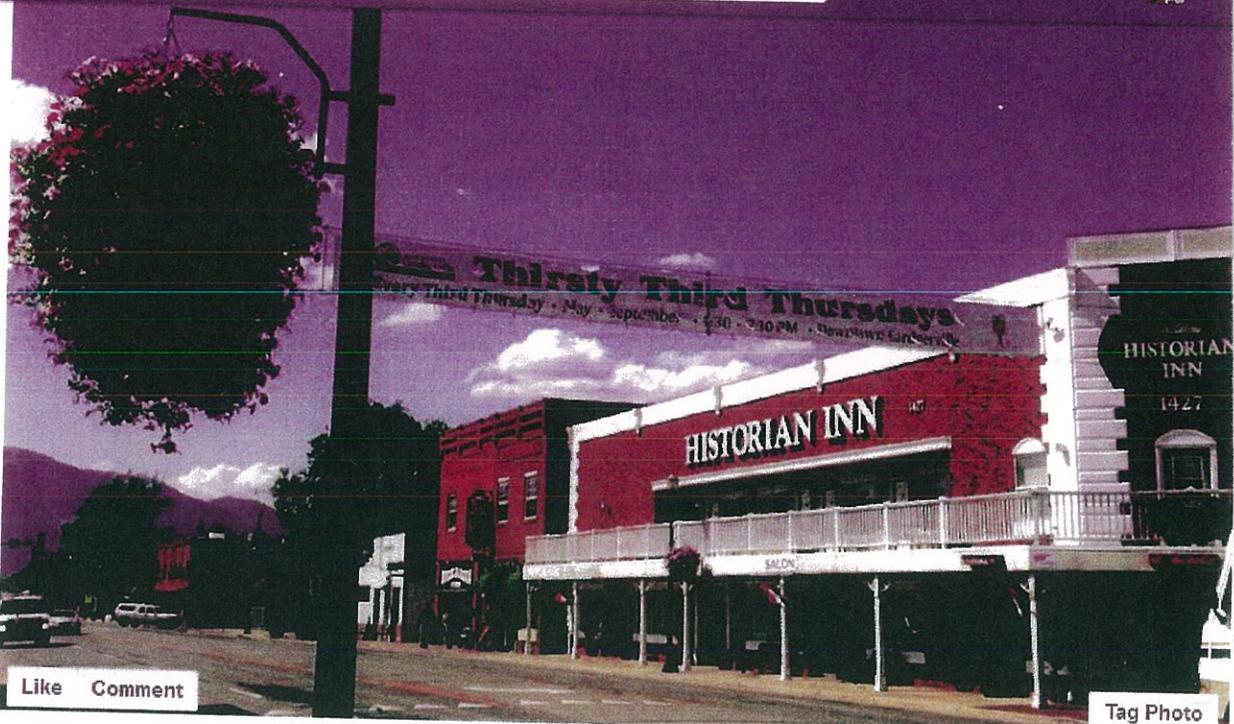
Fax: 775.782.7135

[www.MainStreetGardnerville.org](http://www.MainStreetGardnerville.org)

[Info@MainStreetGardnerville.org](mailto:Info@MainStreetGardnerville.org)

*Main Street Gardnerville is a 501c6 non-profit corporation & an equal opportunity provider and employer.*

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Like Comment

Tag Photo



Main Street Gardnerville

Like Comment Share Edit July 21

Debbie Crone-Palio, Cheryl Weir Perretta, Marlene Mcleroy and 56 others like this.

1 share



Leslie Miller Burnside I was told by a Renoite, that Reno - Sparks could learn a lot about charm from Minden/Gardnerville!

Unlike Reply 3 July 21 at 8:40pm



Main Street Gardnerville That's great to hear! Thanks for sharing, Leslie Miller Burnside.

Like Commented on by Paula Lochridge 2 minutes ago

Album Cover Photos Published by Paula Lochridge

Shared with Public

- Tag This Photo
- Add Location
- Change Date

Open Photo Viewer  
 Download  
 Make Profile Picture for Page  
 Embed Post



# Gardnerville Town Board

## AGENDA ACTION SHEET



1. **For Possible Action: Discussion on an agreement between the Town of Gardnerville and Main Street Gardnerville to clarify the finance department's concern over the Program Manager's position, and provide for a revised budget to accommodate the employee concept; with public comment prior to Board action.**
2. **Recommended Motion: Approve the agreement and the revised budget affected by this agreement and change in position.**  
**Funds Available:**  Yes  N/A
3. **Department: Administration**
4. **Prepared by: Tom Dallaire**
5. **Meeting Date: August 4, 2015 Time Requested: 10 minutes**
6. **Agenda:**  Consent  Administrative

**Background Information:** HR received some red flags during the last audit in how the town is handling Paula's employment, currently coming out of the 811 fund for a Main Street employee and collecting county benefits. This agreement seems to be the easiest and most logical step to keep the partnership alive at this point. The town would keep Paula as a town employee so she can continue to receive her salary and benefits. The non-profit will reimburse the town for the benefits through this agreement. The town contribution to the program is \$0 transfer, and the town then pays Paula salary, within the Town administrative 610 921 fund and the benefits will be reimbursed by the Main Street Program.

7. **Other Agency Review of Action:**  Douglas County  N/A
8. **Board Action:**  
 Approved  Approved with Modifications  
 Denied  Continued

**MAIN STREET PROGRAM MANAGER AGREEMENT**

**COMES NOW**, the Town of Gardnerville Nevada ("Town") and The Main Street Gardnerville Program Corporation, Inc., a Nevada non-profit cooperative corporation without stock ("MSG"), and hereby enter into this Main Street Program Manager Agreement ("Agreement") upon the following recitals, terms and conditions:

**WITNESSETH**

**WHEREAS**, the Town is a political subdivision of Douglas County, Nevada, and as such, is required to comply with all of the Douglas County, Nevada Administrative Policies and Procedures regarding the employment of exempt and non-exempt employees; and

**WHEREAS**, the Town has employed and will employ a person as an exempt employee to serve in the capacity of Main Street Program Manager whose sole responsibility will be to work with the MSG Board of Directors to implement the Main Street Gardnerville Program pursuant to the Douglas County Job Classification Description for the Main Street Program Manager; and

**WHEREAS**, MSG, through its Board of Directors, desires to enter into this Agreement with the Town for the provision by the Town of an exempt employee to serve as the Main Street Program Manager for MSG, and to assist the Town in the payment of a portion of the compensation and benefits to be earned by the exempt employee serving as Main Street Program Manager.

**NOW, THEREFORE**, the Town and MSG agree as follows:

1. **Main Street Program Manager.**

The Town has employed and will continue to employ an exempt employee as defined by

Douglas County, Nevada Administrative Policies and Procedures for County Employees; specifically, the FLSA Guidelines for Exempt Employees. The exempt employee hired by the Town shall perform all those duties and functions as set forth in the Douglas County, Nevada Job Classification Description, a copy of which is attached hereto as Exhibit "A". The Town agrees to assign the Main Street Program Manager solely to MSG to perform all of the duties and functions of Main Street Program Manager.

**2. Salary and Benefits.**

As of the date of the execution of this Agreement, the exempt employee retained by the Town to serve as Main Street Program Manager earns a total of salary and benefits in the amount of \$72,237.96 as budgeted by the Town for the 2015-2016 fiscal year. The Town agrees to pay the Main Street Program Manager's salary of \$48,216.96.

As a Town employee, and pursuant to the Douglas County Administrative Policies and Procedures relating to employees, the exempt employee to serve as Main Street Program Manager is also entitled to benefits, including health insurance, retirement (PERS), worker's compensation insurance, unemployment insurance and Medicare benefits. The total benefit cost for the Main Street Program Manager is \$24,021.00. MSG agrees to pay to the Town the amount of the total benefits earned by the Main Street Program Manager in the amount of \$24,021.00 for fiscal year 2015-2016.

The combined salary and benefits paid to the Main Street Program Manager for fiscal year 2015-2016 shall be \$72,237.96.

**3. Term.**

The term of this Agreement is for one year, commencing as of 1 July 2015, notwithstanding a different date of execution of this Agreement by the Town and by MSG.

The Town and MSG agree that this Agreement may be renewed for succeeding years, each term of the renewed agreement shall be for one year. The Town and MSG agree that a one year term is appropriate for this Agreement for the Town to provide to MSG a Main Street Program Manager because, as with other Town employees, and pursuant to the Douglas County Administrative Policies and Procedures Relating to Employees, the salary and benefits paid by the Town to the Main Street Program Manager will be subject to change for, among other reasons, merit increases earned by the Town's exempt employee serving as Main Street Program Manager.

4. **Contributions.**

The Town and MSG agree that the Town will contribute a sum of not more than Fifty Thousand Dollars (\$50,000.00) toward the payment of the Main Street Program Manager's salary for the term of this Agreement, and for each renewed term of this Agreement. MSG will pay to the Town the total benefits cost incurred by the Town in retaining a Main Street Program Manager.

If, in future fiscal years, the exempt employee serving as Main Street Program Manager earns and is awarded a raise in salary, and such increase in salary exceeds \$50,000.00, then, and in that event, and in addition to paying the costs of the total benefits earned by the Main Street Program Manager, MSG will contribute such amount of the Main Street Program Manager's salary exceeding \$50,000.00 in any fiscal year.

5. **Governing Policies and Procedures.**

The Town and MSG agree that at all times the Main Street Program Manager shall be an exempt employee of the Town, and the Town agrees that the Main Street Program Manager shall at all times be subject to the Douglas County, Nevada Administrative Policies and Procedures Relating to Exempt Employees.

**6. Termination.**

The Town and MSG agree that either the Town or MSG may terminate this Agreement for the provision by the Town to MSG of a Main Street Program Manager by providing 90 days' written notice by the party desiring to terminate this Agreement. The Notice of Termination of this Agreement shall be provided at a minimum of 90 days before the end of each fiscal year during which time this Agreement shall remain in full force and effect. Restated, should a party desire to terminate this Agreement, it shall provide to the other party 90 days' written notice prior to the end of the then current fiscal year on 30 June of that fiscal year.

**7. Entire Agreement.**

This Agreement contains the entire agreement between the parties hereto and the terms of this Agreement are contractual and not mere recitals. The undersigned parties further declare that this entire agreement has been carefully read, the contents thereof are fully known and understood, and that the Agreement is signed as a free and voluntary act of each of the parties who execute it, and that it is the intention of each of the parties to waive, release, discharge any and all claims or causes of action of whatsoever character against any of the parties hereto, in any way related to this Agreement, and each, every and all of the parties' agents, servants, employees, representatives, attorneys, successors and assigns, and the parties fully realize that they are and intend to be fully and legally bound hereby.

The provisions of this Agreement shall be binding upon, shall obligate, and extend to and enure to the benefit of each party, their heirs, successors, assigns, transferees, grantees and agents.

This Agreement (after full execution in counterparts or otherwise and delivery) memorializes

and constitutes the entire Agreement and understanding between the parties and supercedes and replaces all prior negotiations, proposed agreements, whether written or unwritten, and that no party, or any agent or attorney of any party, has made any promise, representation, or warranty whatsoever.

**8. Governing Law.**

This Agreement shall be construed under the laws of the State of Nevada, and any legal action taken hereunder will be resolved through binding arbitration pursuant to the provisions of Chapter 38 NRS relating to arbitration brought within the County of Douglas, and the prevailing party to any such action brought to enforce the terms of this Agreement shall be entitled to attorney's fees and costs.

**9. Failure to Comply with Provisions.**

In the event that any party hereto shall fail to comply with any of the terms, conditions, or covenants herein contained, any aggrieved party shall be entitled to utilize any and all venues at law and in equity the aggrieved party shall have against the defaulting/breaching party.

Notwithstanding the above, should any party hereto be in default hereunder, or breach any promise or condition set forth herein, the language of this Agreement shall apply objectively and fairly to each party; provided, however, should a party have fully met its obligations set forth herein, the party shall be held free of any claims made by any party hereto that relate to this Agreement or any of the present or existing disputes and differences.

Any party breaching this Agreement agrees to indemnify and hold harmless all other non-breaching parties for damages, including attorney's fees, costs of suit and other expenses incurred as a result of the breach. This covenant shall bind and enure to the benefit of the parties hereto and their respective agents, employees, successors, assigns and heirs.

10. **Multiple Counterparts.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. It is not necessary that each party hereto execute the same counterpart so long as identical counterparts are executed by both parties.

Dated this \_\_\_ day of July, 2015

\_\_\_\_\_  
Lloyd Higuera, Chairman  
Gardnerville Town Board

\_\_\_\_\_  
Dorette Caldana, President  
Board of Directors, The Main Street  
Gardnerville Program Corporation, Inc.



## JOB DESCRIPTION

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<b>JOB TITLE:</b>	Main Street Program Manager	<b>FLSA:</b>	Exempt
<b>DEPARTMENT:</b>	Town of Gardnerville	<b>JOB CODE:</b>	3630
<b>REPORTS TO:</b>	Town Manager	<b>DATE:</b>	7/1/2015
		<b>PAY GRADE:</b>	P1

---

### POSITION SUMMARY:

Responsible for working with the Main Street Gardnerville Program Corporation Board of Directors to implement the Main Street Gardnerville Program; provides program support tasks; serves as central advocate for the downtown district; acts as liaison between program and the Town of Gardnerville, public agencies, civic groups, downtown stakeholders, and the community.

### ESSENTIAL FUNCTIONS:

- Plans, organizes, administers, reviews and evaluates the work of assigned staff and volunteers.
- Develops and implements goals, objectives, policies, procedures and work standards for the program; prepares and administers the program's budget; develops, implements and coordinates fundraising efforts and initiatives.
- Contributes to the overall quality of the program's service provision by developing and coordinating work teams and by reviewing, recommending and implementing improved policies and procedures.
- Develops comprehensive programs based upon community and/or department needs; assesses such needs through assessment techniques.
- Organizes and participates in program coalitions and partnerships with other local, state, private and public agencies.
- Prepares, negotiates, reviews and administers contracts and grants for program operations; ensures that grant and budgetary guidelines are followed; coordinates with grant agencies to provide compliance reporting.
- Makes presentations to a variety of community groups; promotes the programs through developing contacts with various organizations, public education programs, media announcements, and marketing initiatives; develops and maintains social media efforts.
- Develop and maintain effective relationships with public officials, business owners, community groups, and the public.
- Provides support to Boards, Committees, sub-committees and other groups.
- Responds to and resolves sensitive citizen inquiries and complaints.
- Directs the conduct of and conducts analytical studies; develops and reviews reports of findings, alternatives and recommendations; directs the maintenance of accurate records and files.
- Represents the County with dignity, integrity, and a spirit of cooperation in all relationships with staff and the public.

9-8

This job description indicates, in general, the nature and levels of work, knowledge, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required.



## JOB DESCRIPTION

### MAIN STREET PROGRAM MANAGER

#### QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

#### Education and Experience:

Bachelor's degree in business administration, marketing, or a field related to the work; AND four (4) years of experience in program management and promotion; OR an equivalent combination of education, training and experience.

#### Required Knowledge and Skills

Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation and evaluation, and the supervision of employees.
- Principles and practices of developing teams, motivating employees and managing in a team environment.
- Principles and practices of social media.
- Principles and practices of program and grant management.
- Methods and techniques of community needs assessment.
- Principles and practices of marketing and public relations.
- Computer applications related to the work.
- Applicable laws, codes and regulations.
- Correct business English, including spelling, grammar and punctuation.
- Techniques for dealing with the public, in person and over the telephone.

Skill in:

- Planning, organizing, supervising, reviewing and evaluating the work of others.
- Training others in policies and procedures related to the work.
- Creating, planning, implementing and managing a wide-range of programs.
- Developing and implementing goals, objectives, policies, procedures, and work standards.
- Developing effective work teams and motivating individuals to meet goals and objectives and provide customer services in the most cost effective and efficient manner.
- Interpreting, applying and explaining state and local laws, regulations and policies.
- Managing a variety of social media, public relations and marketing efforts.
- Developing and making presentations to small and large groups.
- Preparing clear and concise reports, correspondence and other written materials.
- Using initiative and independent judgment within established policy guidelines.
- Communicating effectively in oral and written forms.

9-9

This job description indicates, in general, the nature and levels of work, knowledge, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required.

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## JOB DESCRIPTION

### MAIN STREET PROGRAM MANAGER

- Establishing and maintaining effective working relationships with a variety of individuals from various socio-economic, ethnic and cultural backgrounds.

### REQUIRED CERTIFICATES, LICENSES, AND REGISTRATIONS:

- Nevada Class C Driver's License.

### PHYSICAL DEMANDS & WORKING ENVIRONMENT:

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Strength and mobility to work in a typical office setting; stamina to remain seated for extended periods of time; strength to lift and maneuver materials and equipment weighing up to 20 pounds; vision to read printed materials; and hearing and speech to communicate in person or over a radio or telephone.

### CONDITIONS OF EMPLOYMENT:

1. Continued employment is contingent upon all required licenses and certificates being maintained in active status without suspension or revocation.
2. Employment is contingent upon successful completion of background/screening.
3. Douglas County participates in E-Verify and will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS), with information from each applicant's Form I-9 to confirm work authorization. All candidates who are offered employment must complete Section 1 of the Form I-9 along with the required proof of their right to work in the United States and proof of their identity prior to starting employment. Please be prepared to provide required documentation as soon as possible after the job offer is made.

I have read and understand the contents of this Job Description, and I have received a copy of this Job Description for my records.

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

9-10

This job description indicates, in general, the nature and levels of work, knowledge, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required.

LIVE - Douglas County - LIVE  
Budget Worksheet Report

REVISED

Main Street Gardnerville 2015/2016 FY BUDGET

Account Number Description		2015 Actual	2016	
		Amount	Commissioner	2016 Revised
<b>Fund:</b> 811 - Gardnerville Main Street				
<u>Revenues</u>				
<b>Department:</b> 000 - Revenue				
RE15 - Intergovernmental Revenue				
331.120	NV Commission on Tourism	0.00	0.00	0.00
331.135	Distr. from County	10,000.00	10,000.00	10,000.00
331.138	Distr. from Town	54,000.00	50,000.00	0.00
331.140	Grant In Aid Other	0.00	0.00	0.00
332.120	Grant-USDA	1,000.00	0.00	0.00
<b>Account Classification Total: RE15 - Intergovernmental Revenue</b>		<b>\$65,000.00</b>	<b>\$60,000.00</b>	<b>\$10,000.00</b>
RE27 - Interest Revenue				
361.200	Interest On Investment	0.00	0.00	0.00
361.205	Investment-FMV Adjust	0.00	0.00	0.00
361.211	Invest. Earnings-LGIP	59.95	0.00	0.00
361.212	Invest. Earnings-BNY Mellon	327.81	0.00	0.00
<b>Account Classification Total: RE27 - Interest Revenue</b>		<b>\$387.76</b>	<b>\$0.00</b>	<b>\$0.00</b>
RE30 - Miscellaneous Revenue				
360.210	Merchandise Sales	14,654.81	9,500.00	9,500.00
360.220	Memberships	5,611.25	1,800.00	3,500.00
360.221	Promotions	20,245.00	20,000.00	20,000.00
360.800	Miscellaneous	131.48	0.00	0.00
367.102	Donations	4.00	0.00	0.00
<b>Account Classification Total: RE30 - Miscellaneous Revenue</b>		<b>\$40,646.54</b>	<b>\$31,300.00</b>	<b>\$33,000.00</b>
RE40 - Beg.Fund Bal./Reserves				
301.000	Opening Fund Balance	0.00	46,887.00	46,887.00
<b>Account Classification Total: RE40 - Beg.Fund Bal./Reserves</b>		<b>\$0.00</b>	<b>\$46,887.00</b>	<b>\$46,887.00</b>
<b>Department Total: 000 - Revenue</b>		<b>\$106,034.30</b>	<b>\$138,187.00</b>	<b>\$89,887.00</b>
<b>Revenues Total</b>		<b>\$106,034.30</b>	<b>\$138,187.00</b>	<b>\$89,887.00</b>
<u>Expenditures</u>				
<b>Department:</b> 960 - Gardnerville Main Street				
EX10 - Salaries & Wages				
510.000	Salaries & Wages	44,148.26	47,668.00	0.00
510.125	Salaries-Other	0.00	0.00	0.00
511.170	Overtime	57.25	0.00	0.00
511.171	Holidays	1,938.40	0.00	0.00
511.173	Vacation	1,931.60	0.00	0.00
511.174	Sick	2,282.80	0.00	0.00
<b>Account Classification Total: EX10 - Salaries &amp; Wages</b>		<b>\$50,358.31</b>	<b>\$47,668.00</b>	<b>\$0.00</b>
EX15 - Employee Benefits				
511.180	Benefits	0.00	0.00	24,021.00
511.181	Retirement	11,660.22	13,347.00	0.00
511.182	Pact Workers Comp	1,638.17	1,408.00	0.00
511.183	Group Insurance	8,098.56	8,172.00	0.00
511.184	Unemployment	212.28	238.00	0.00
511.186	Medicare	730.19	691.00	0.00

# Gardnerville Town Board

## AGENDA ACTION SHEET



1. **For Possible Action:** Discussion on a request by Rick Nuzum on a Major Design Review to construct a 4,800 sq ft building with the Service Industrial (SI) zone within the Minden-Gardnerville community plan, located at 1448 Industrial Way (APN:1220-03-410-009); with public comment prior to Board action.
2. **Recommended Motion:** Motion to approve the request by Rick Nuzum on a Major Design Review to construct a 4,800 sq ft building with the Service Industrial (SI) zone within the Minden-Gardnerville community plan, located at 1448 Industrial Way  
Funds Available:  Yes  N/A
3. **Department:** Administration
4. **Prepared by:** Tom Dallaire
5. **Meeting Date:** August 4, 2015 **Time Requested:** 20 minutes
6. **Agenda:**  Consent  Administrative

**Background Information:** The existing site has one existing structure on site. The small structure will remain on site. They are simply adding a larger building and they are complying with County Code and have provided architectural features on the front of the building. The new 4,800 sf building is metal frame and siding, and the proposed architectural features match with other buildings in the Industrial Way area.

The concerns are; driveway access is open all along industrial, outlets of the ponds. The proposed improvements provide for access to the entire site, detention ponds are being proposed, with an unknown outlet structure to the proposed ponds and drainage is improved. These issues can be addressed during the improvement plan review stage of the plan development. Town staff agrees with the applicants findings.

7. **Other Agency Review of Action:**  Douglas County  N/A
8. **Board Action:**  
 Approved  Approved with Modifications  
 Denied  Continued



July 31, 2015

Attn: Lucille Rao, Junior Planner  
Douglas County Community Development  
1594 Esmeralda Avenue  
PO Box 218  
Minden, NV 89423

Re: DA 15-058 Design Review Application – APN 1220-03-410-009 – new 4,800 sf shop building addition. The request is being made on service industrial property within the x shaded flood zones, located within the Town of Gardnerville.

The Town Board heard the Design Review application at the August 5, 2015 board meeting and they recommend Approval of the Design Review, with the following conditions and comments;

1. Provide the outlet control structure for the proposed pond(s) in accordance with the County Design Criteria to meter the discharge at existing flow conditions from the pond into the town Storm Drain System. The system does not flow to a community detention pond so the provided onsite pond will need to provide water quality filtering measures.
2. Work with County Staff and town staff on the final construction drawings and front parking layout and coordinate the driveway entrances and exists
3. The following Standard Town Conditions of Approval shall apply:
  - a. All administrative, engineering, or legal fees incurred by the Town in connection with reviewing the project shall be reimbursed and paid to the Town.
  - b. Improvement plans shall be reviewed and approved by the Town.
  - c. Construction runoff and dewatering practices shall be in accordance with the appropriate permits obtained from the Nevada Division of Environmental Protection. Discharge into existing Town storm drain systems will be allowed upon approval from the Town, and will be subject to discharge quality and storm drain cleaning requirements as set forth by the Town.
  - d. The Town will not assume maintenance of any on-site storm drainage improvement proposed in this application. Operation and maintenance of all on-site improvements shall be the responsibility of the property owner.

If you have any questions or comments or require additional information, please do not hesitate to contact me at 782-7134.

Sincerely,

Thomas Dallaire, P.E.  
Gardnerville Town Manager

10-2

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



## PROJECT REVIEW APPLICATION

### Location

Street Address: 1448-1450 Industrial Way  
Assessor's Parcel Number: 1220-03-410-009  
Current Zoning Designation: \_\_\_\_\_

JUL 31 2015  
pd 7/31/15  
VISA  
Ricky Nuzum  
bdr. construction @ 46600.00  
\$75.00

### Project Description

New 50 x 96 metal Building, PAVING & LANDSCAPE  
Drainage Retention Ponds, Trash Enclosure

### Applicant:

Name: Rick Nuzum  
Address: PO Box 3086 Gardnerville NV 89410  
Telephone Number: (775) 790-7900 Fax Number: (775) 265-7839

### Owner:

Name: SAME AS APPLICANTS  
Address: \_\_\_\_\_  
Telephone Number: ( ) \_\_\_\_\_ Fax Number: ( ) \_\_\_\_\_

### Engineer:

Name: Tectonics Design Group  
Address: 10451 Double R Boulevard  
Telephone Number: 775 824-9988 Fax Number: 775 824-9986

By signing this application, the applicant agrees to reimburse the Town of Gardnerville for all expenses reasonably incurred by the town in the process of reviewing the application, including, but not limited to, engineering and legal expenses. A \$75 application fee must be submitted with this application. (Check or credit card accepted)

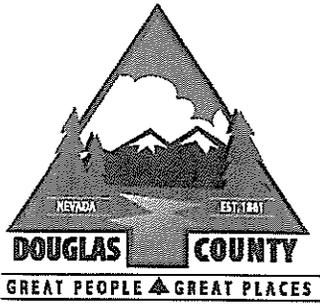
### Applicant or Applicant's Representative:

Dennis Drew Printed Name      [Signature] Signature      7-31-15 Date

775-843-6773 CAN IT BE ON AGENDA 8/5/15 NO - NEED CITY INTS + COMMENT GET IN TH

{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. Town board meetings are held the first Tuesday of each month)



COMMUNITY DEVELOPMENT

1594 Esmeralda Avenue, Minden, Nevada 89423

Planning Division  
Engineering Division  
Building Division  
Regional Transportation  
Code Enforcement

Mimi Moss, Director  
PH: (775) 782-6201  
FAX: (775) 782-6297  
website: [www.douglascountynv.gov](http://www.douglascountynv.gov)

Memorandum

To: Reviewing Departments and Agencies  
From: Douglas County Planning Division  
Re: Staff Projects Meeting

TOG  
RECEIVED  
JUL 10 2015

Application DA 15-058 has been deemed administratively complete for further processing BY: .....

Applicant: Rick Nuzum  
Owner: same  
Project Address: 1448 Industrial Way  
Assessor's Parcel Number(s): 1220-03-410-009  
Zoning: SI Floodplain: X-shaded Land Use: Industrial  
Project Description: Design review to construct a 4800 s.f. building in the SI zoning district in the Minden-Gardnerville Community Plan.

Projects Meeting Date: July 20, 2015  
This meeting is held in Room 306 at the Minden Inn. It is intended to provide Douglas County and other agencies the opportunity to identify issues and concerns relative to development proposals. Please refer to the enclosed agenda for the time this project will be reviewed. ----This is not a public meeting----

Case Planner: Lucille Rao Phone: (775)782- 6218 E-mail: [Lrao@co.douglas.nv.us](mailto:Lrao@co.douglas.nv.us)  
Case Engineer: Barbra Resnik : (775)782-6234 E-mail: [Bresnik@co.douglas.nv.us](mailto:Bresnik@co.douglas.nv.us)

The application is tentatively scheduled to be reviewed by the following:

Administrative Review Deadline: August 18

Please submit written comments to the Planning Division by 2:30 p.m. July 17\_\_\_\_. Written comments may be provided at the meeting; however, it is preferable that comments be provided two days before the meeting to allow comments to be reviewed. **For County, GID, and Town employees, your attendance at the Projects Meeting is highly desirable as staff will be available to discuss any recommendations or concerns.** Please contact me at 782-6218 if you require additional information. Thank you.

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10-4

July 7, 2015  
Design review  
APN 1220-03-410-009

## JUSTIFICATION

The proposed development to be located at 1448 and 1450 Industrial Way, Gardnerville, NV, 89410, conforms to the following findings:

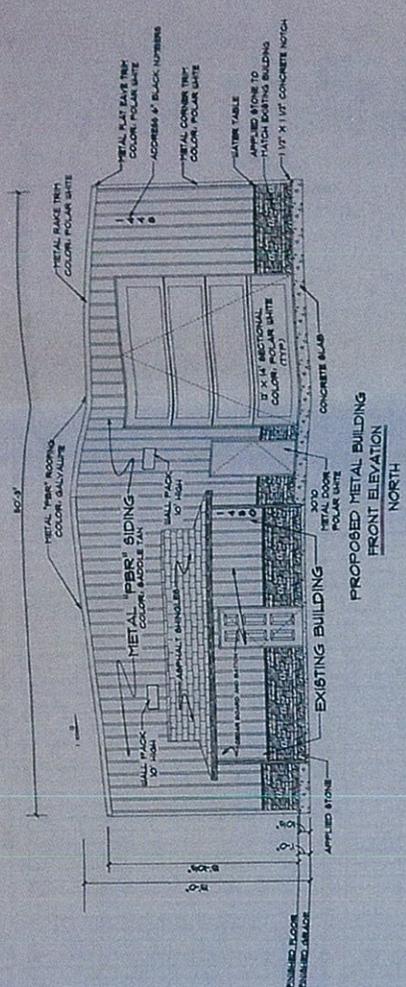
- A. The proposed development is consistent with the goals and policies embodied in the adopted master plan and the general purpose and intent of the applicable district regulations;
- B. The proposed development is compatible with and preserves the character and integrity of adjacent development and neighborhoods and includes improvements or modifications either on-site or within the public rights-of-way to mitigate development related adverse impacts, such as traffic, noise, odors, visual nuisances, or other similar adverse effects to adjacent development and neighborhoods. These improvements or modifications may include but shall not be limited to the placement or orientation of buildings and entryways, parking areas, buffer yards, and the addition of landscaping, walls or both;
- C. The proposed development will not generate pedestrian or vehicular traffic which will be hazardous of conflict with the existing and anticipated traffic in the neighborhood.
- D. The proposed development incorporates roadway improvements, traffic control devices or mechanisms, or access restrictions to control traffic flow or divert traffic as needed to reduce or eliminate development impacts on surrounding neighborhood streets;
- E. The proposed development incorporates features to minimize adverse effects including visual impacts, of the proposed development on adjacent properties;
- F. The project is not located within an identified archeological/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;
- G. The proposed development complies with all additional standards imposed on it by the particular provisions of this chapter, the Douglas County design criteria and improvement standards and all other requirements of this title applicable to the proposed development and uses within the applicable base zoning district, including but not limited to, the adequate public facility policies chapter 20.100; and
- H. The proposed development will not be materially detrimental to the public health, safety, convenience and welfare, or result in material damage or prejudices to other property in the vicinity. (Ord. 763, 1996)

July 7, 2015  
Design review  
APN 1220-03-410-009

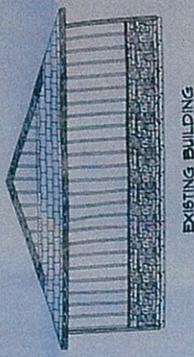
## TRAFFIC AND IMPACT STUDY

The proposed development to be located at 1448 and 1450 Industrial Way, Gardnerville, NV, 89410, will not:

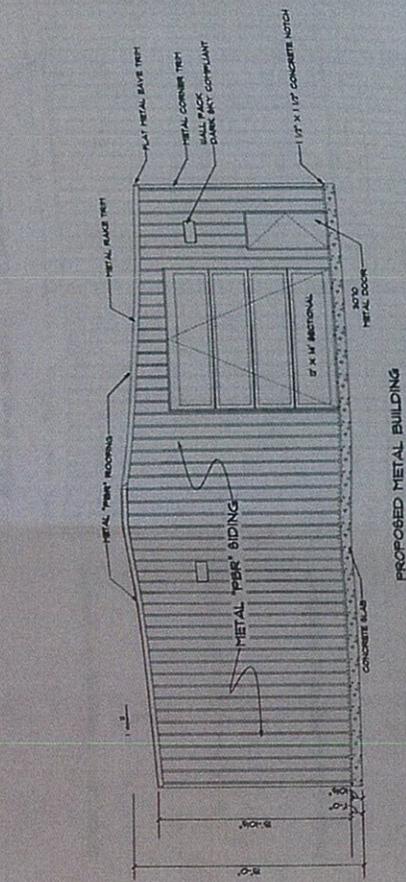
- A. Increase peak traffic flow by more than 80 trips.
- B. Increase daily traffic flow by more than 500 daily trips.



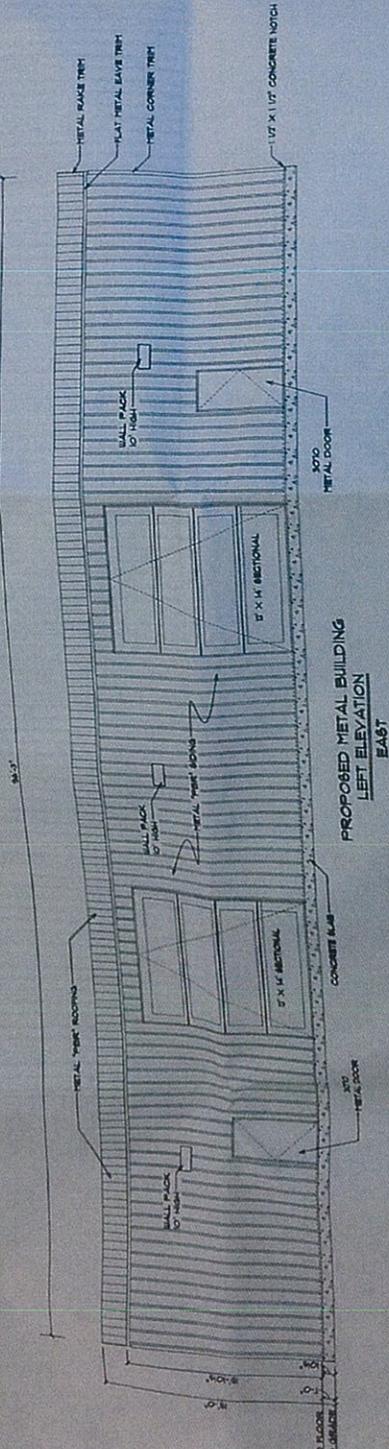
PROPOSED METAL BUILDING  
FRONT ELEVATION  
NORTH



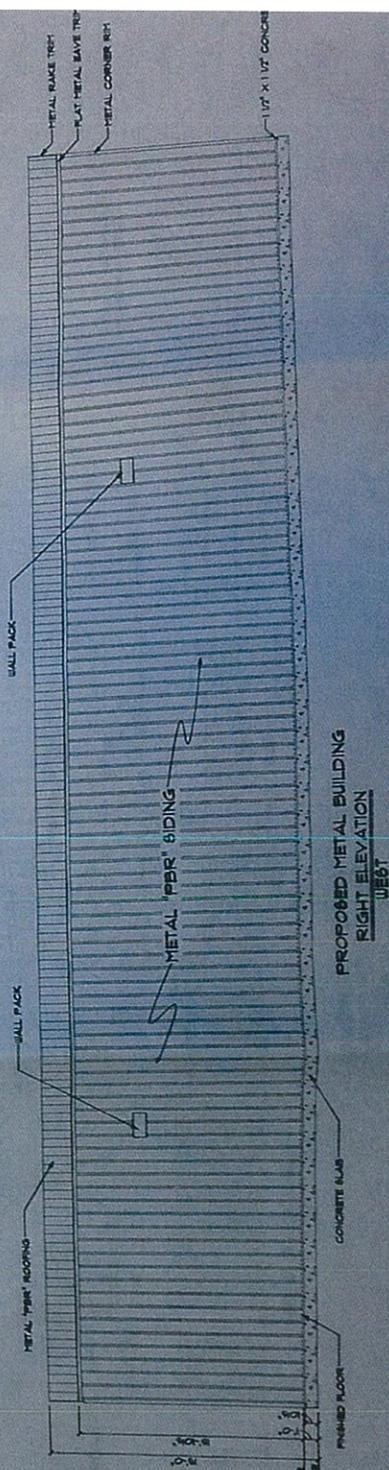
EXISTING BUILDING



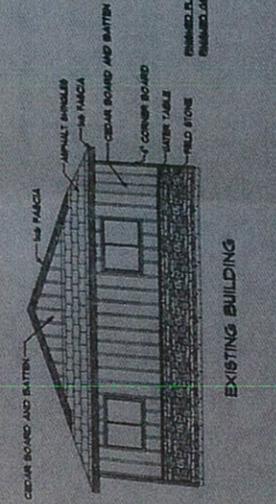
PROPOSED METAL BUILDING  
REAR ELEVATION  
SOUTH



PROPOSED METAL BUILDING  
LEFT ELEVATION  
EAST



PROPOSED METAL BUILDING  
RIGHT ELEVATION  
WEST



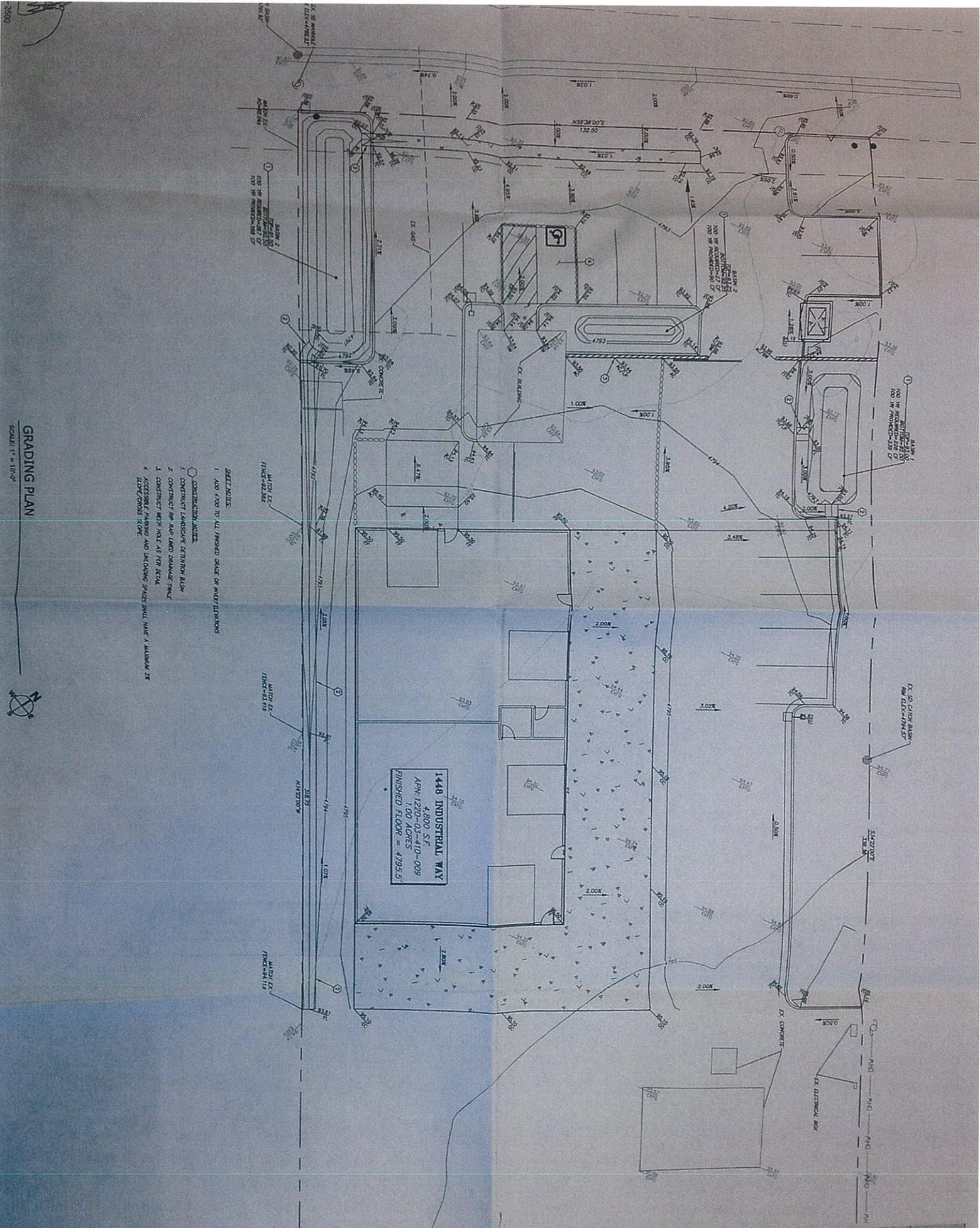
EXISTING BUILDING

# GRADING PLAN

SCALE: 1" = 10'-0"



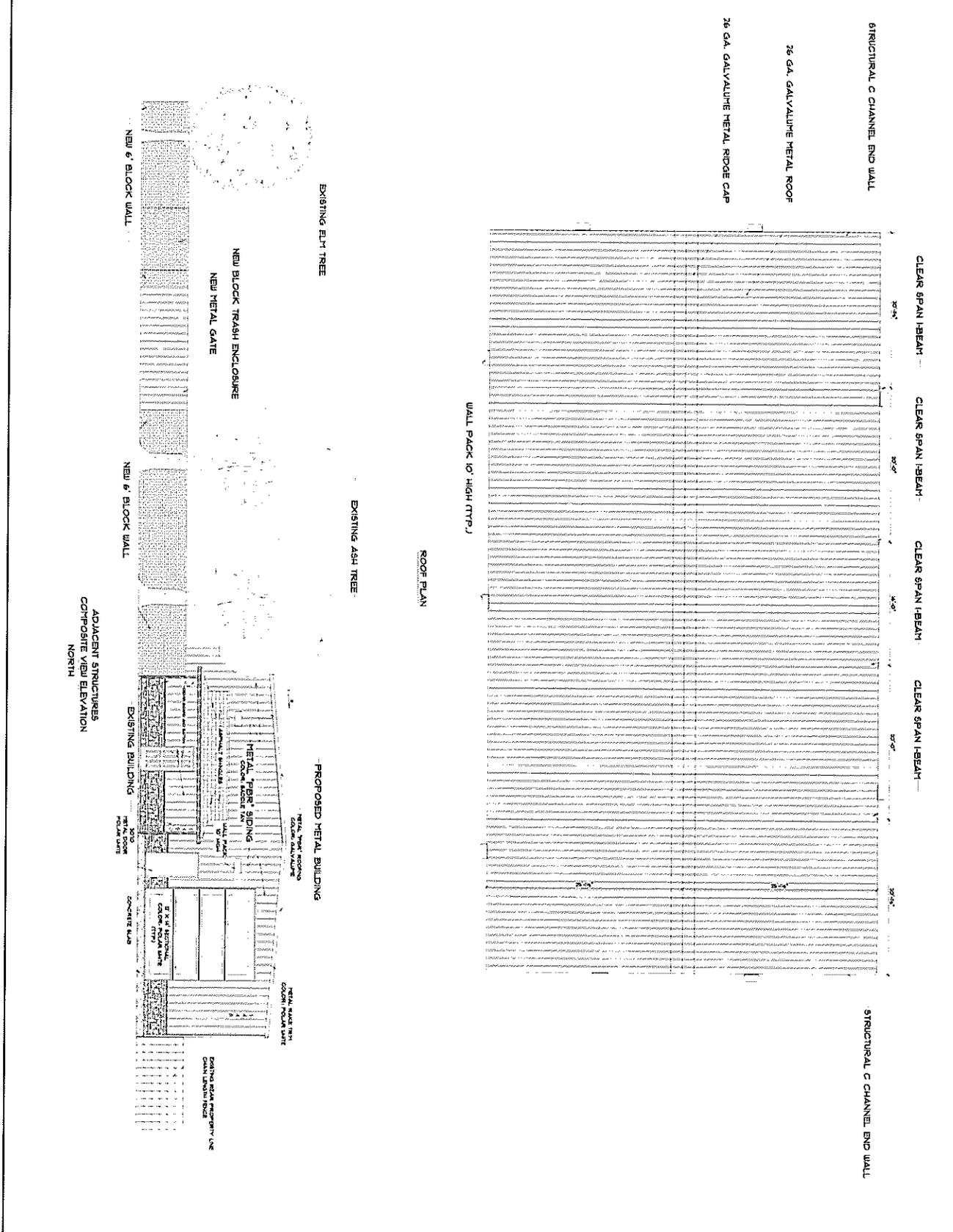
- NOTES:**
1. ALL DIMENSIONS TO ALL FINISHED GRADE OR INTERSECTIONS
  2. CONSTRUCTION NOTES
  3. CONSTRUCT LANDSCAPE DETENTION BASIN
  4. CONSTRUCT AND LAND DRAINAGE SWALE
  5. CONSTRUCT 6" MIN. HOLE AS PER DETAIL
  6. ACCESSIBLE PARKING AND LANDSCAPE SWALES SHALL HAVE A MINIMUM 2% SLOPE/TOWARDS STONE



**1448 INDUSTRIAL WAY**  
 4,800 S.F.  
 APN: 1220-01-410-009  
 1.00 ACRES  
 FINISHED FLOOR = 4795.5'

SHEET	SUBMITTAL RECORD	PROJECT/CLIENT	DESIGNER	STAMP
7/8/15		# 15060	TECTONICS	





**BDR Construction**  
 1400 Industrial  
 Calverton  
 Nevada  
 89410  
 PHONE: 775-790-7900  
 FAX: 775-255-7838  
 bdr.construction@bdr.com  
 NV LIC. #004543A



PHONE:  
 FAX:

SCALE: 3/16" = 1'-0"  
 DRAWN BY:  
 DATE: Monday, July 08, 2015



APPROVED:  
 CHECKED BY:

PAGE: A-4  
 ROOF AND COMPOSITE ELEV.

10-10

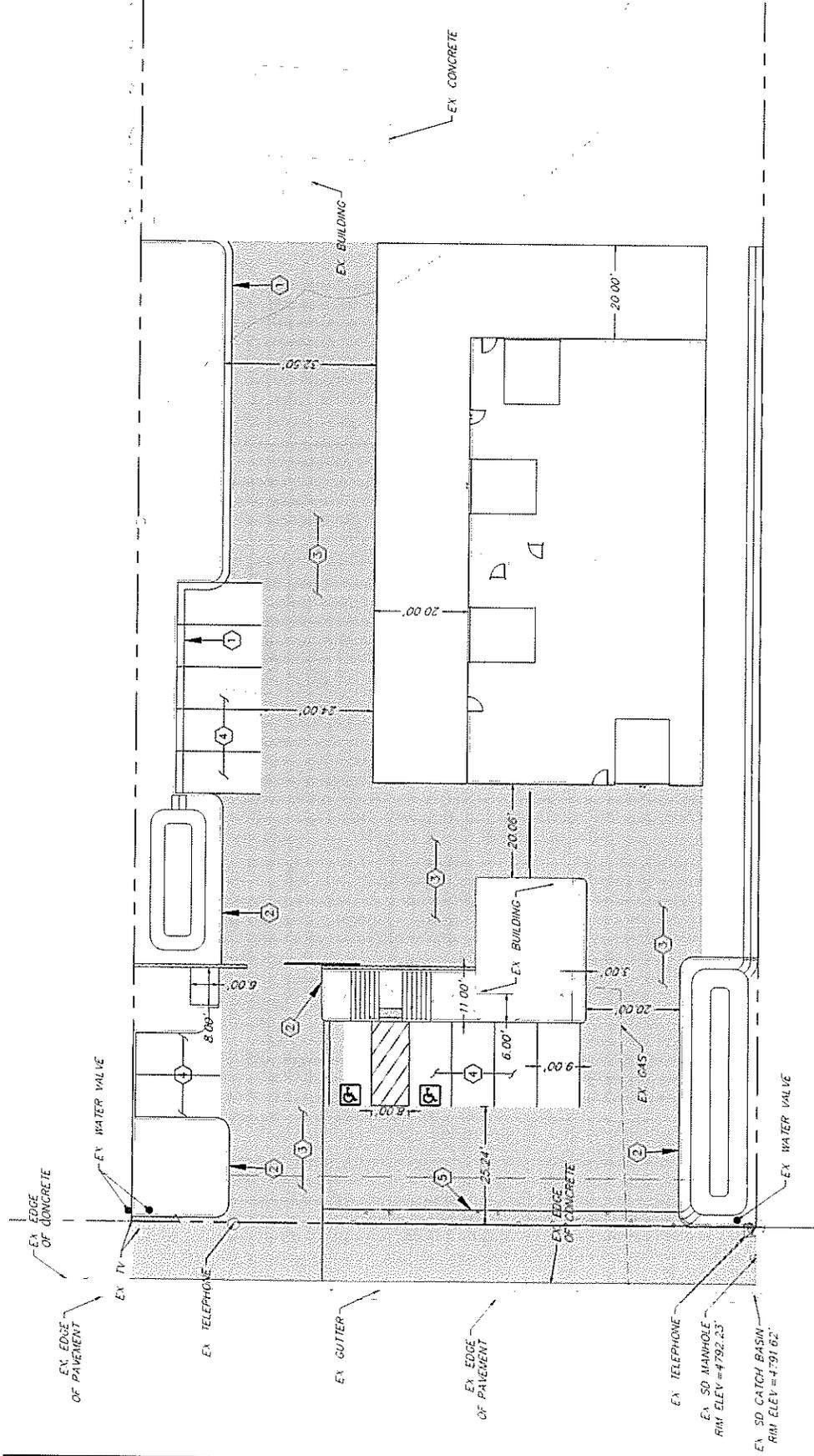
ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.  
 PROPERTY OF BDR CONSTRUCTION, INC. THIS DRAWING IS NOT TO BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF BDR CONSTRUCTION, INC.  
 DESIGN GROUP  
 BDR CONSTRUCTION, INC.  
 148 INDUSTRIAL WAY, DOUGLAS COUNTY, NEVADA 89001  
 PHONE: 702-334-9588  
 FAX: 702-334-9588

PRELIMINARY DESIGN

**TECTONICS**  
 DESIGN GROUP  
 1500 S. LAS VEGAS BLVD., SUITE 100  
 LAS VEGAS, NEVADA 89102  
 PHONE: 702-735-1000  
 FAX: 702-735-1001

**BDR CONSTRUCTION**  
 Commercial Building Site Design  
 148 Industrial Way, Douglas County, Nevada  
 Gardnerville, Nevada  
 # 15030  
 DATE: 4/21/13  
 SHEET: 03/01

SHEET: C2.1  
 SHEET TITLE: SITE PLAN



- CONSTRUCTION NOTES:**
1. CONTRACT PER P.C.C. DRAW # 10178 AS PER DETAIL 3, SHEET 02.1
  2. CONTRACT PER P.C.C. DRAW # 10178 AS PER DETAIL 4, SHEET 02.1
  3. CONTRACT PER P.C.C. DRAW # 10178 AS PER DETAIL 5, SHEET 02.1
  4. CONTRACT PER P.C.C. DRAW # 10178 AS PER DETAIL 6, SHEET 02.1
  5. CONTRACT PER P.C.C. DRAW # 10178 AS PER DETAIL 7, SHEET 02.1
  6. CONTRACT PER P.C.C. DRAW # 10178 AS PER DETAIL 8, SHEET 02.1
  7. CONTRACT PER P.C.C. DRAW # 10178 AS PER DETAIL 9, SHEET 02.1
  8. CONTRACT PER P.C.C. DRAW # 10178 AS PER DETAIL 10, SHEET 02.1
  9. CONTRACT PER P.C.C. DRAW # 10178 AS PER DETAIL 11, SHEET 02.1
  10. CONTRACT PER P.C.C. DRAW # 10178 AS PER DETAIL 12, SHEET 02.1

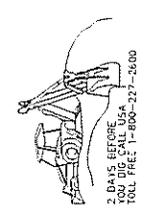
**PROJECT LEGEND**

AREA	SYMBOL
PAVING	1 (CONCRETE)
PAVING	2 (ASPHALT)
PAVING	3 (GRAVEL)
PAVING	4 (GRAVEL)
PAVING	5 (GRAVEL)
PAVING	6 (GRAVEL)
PAVING	7 (GRAVEL)
PAVING	8 (GRAVEL)
PAVING	9 (GRAVEL)
PAVING	10 (GRAVEL)
PAVING	11 (GRAVEL)
PAVING	12 (GRAVEL)

- BASES OF BEARINGS**
1. EXISTING GRADE
2. EXISTING GRADE
3. EXISTING GRADE
4. EXISTING GRADE
5. EXISTING GRADE
6. EXISTING GRADE
7. EXISTING GRADE
8. EXISTING GRADE
9. EXISTING GRADE
10. EXISTING GRADE
11. EXISTING GRADE
12. EXISTING GRADE

- BASES OF ELEVATION**
1. EXISTING GRADE
2. EXISTING GRADE
3. EXISTING GRADE
4. EXISTING GRADE
5. EXISTING GRADE
6. EXISTING GRADE
7. EXISTING GRADE
8. EXISTING GRADE
9. EXISTING GRADE
10. EXISTING GRADE
11. EXISTING GRADE
12. EXISTING GRADE

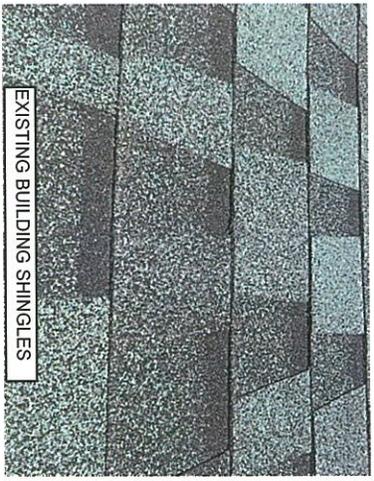
- NOTES:**
1. REFER TO SHEET 02.1
  2. REFER TO SHEET 02.1
  3. REFER TO SHEET 02.1
  4. AS PER SHEET 02.1
  5. AS PER SHEET 02.1
  6. AS PER SHEET 02.1
  7. AS PER SHEET 02.1
  8. AS PER SHEET 02.1
  9. AS PER SHEET 02.1
  10. AS PER SHEET 02.1
  11. AS PER SHEET 02.1
  12. AS PER SHEET 02.1



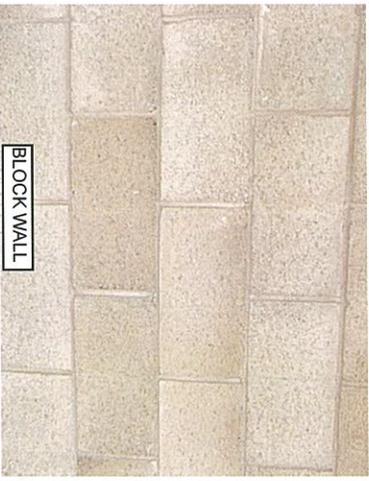
11-10

2 DAYS BEFORE  
 YOU DIG ALL USA  
 TOLL FREE 1-800-227-2600

SAMPLE CARD



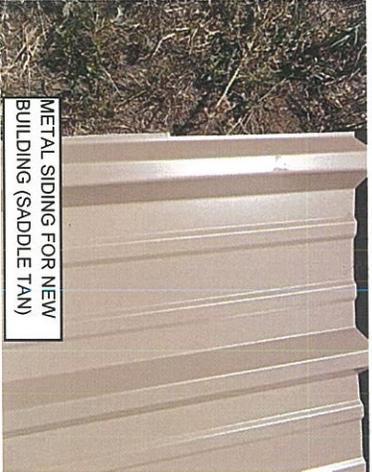
EXISTING BUILDING SHINGLES



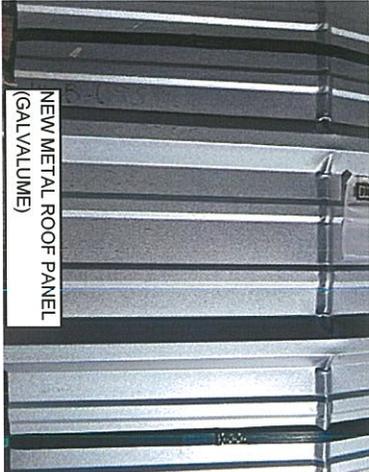
BLOCK WALL



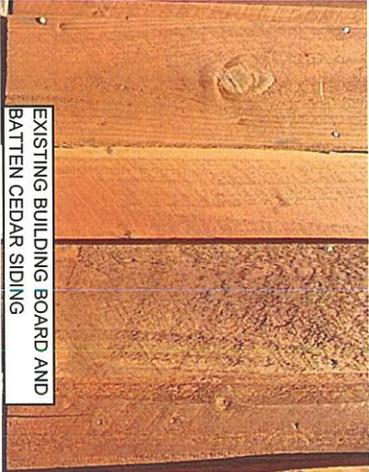
EXISTING APPLIED STONE



METAL SIDING FOR NEW BUILDING (SADDLE TAN)



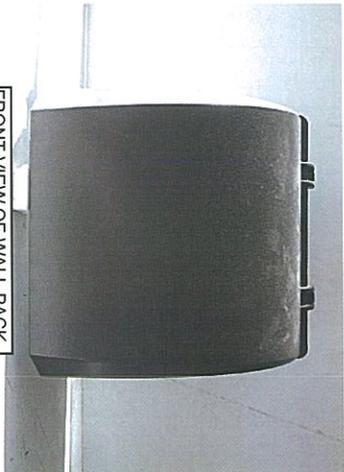
NEW METAL ROOF PANEL (GALVALUME)



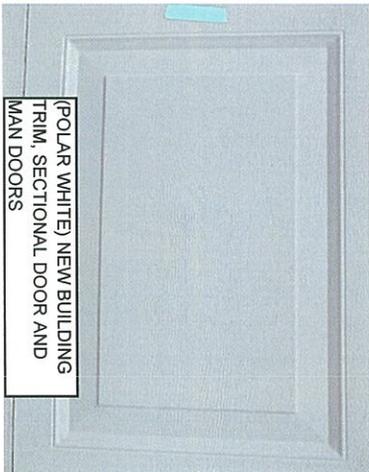
EXISTING BUILDING BOARD AND BATTEN CEDAR SIDING



SIDE VIEW OF WALL PACK



FRONT VIEW OF WALL PACK



(POLAR WHITE) NEW BUILDING TRIM, SECTIONAL DOOR AND MAIN DOORS

PROPOSED PRE-ENGINEERED  
4800 SQFT METAL BUILDING  
BDR CONSTRUCTION  
1448 INDUSTRIAL WAY  
GARDNERVILLE, NV 89410  
CASE NUMBER:

10-12

# Gardnerville Town Board

## AGENDA ACTION SHEET



1. **For Possible Action:** Discussion on Douglas County Pay and Compensation Study changes including, but not limited to the following;  
A) modification to annual leave policy 200.36,  
B) Town Staff Pay Grades,  
C) revisions to the Town job descriptions and classifications,  
D) paying the full PERS contribution rate of 2.25% as approved by the Board of County Commissioners, with associated budget modifications
2. **Recommended Motion:** approve the modifications to the town budget implementing the pay plan.  
Funds Available:  Yes       N/A
3. **Department:** Administration
4. **Prepared by:** Tom Dallaire
5. **Meeting Date:** August 4, 2015      **Time Requested:** 20 minutes
6. **Agenda:**  Consent       Administrative

**Background Information:** Last month you heard from the County Manager and Wendy Lang, Douglas County HR about the BOCC approving the plan. This is just a formality that affects the town budget. There are other issues we need to discuss next about the organization and some of the limitations this pay plan presented to current staff.

7. **Other Agency Review of Action:**  Douglas County approved       N/A – Previously
8. **Board Action:**  
 Approved       Approved with Modifications  
 Denied       Continued

*Cassandra / Ken*

## Annual Leave policy revised.

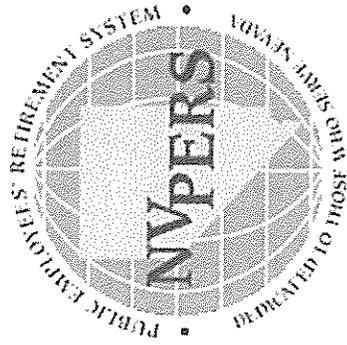
### ELIGIBILITY:

1. Regular employees, not covered by a bargaining unit, who are employed on a continuous full-time or part-time basis of twenty one hours or more per week shall accrue annual leave on a prorated basis according to the following schedule:

<u>Years of Service</u>	<u>Annual Accrual Rate 40 Hour Employees</u>	<u>Existing Polices</u>
0-4	120 hours	88 hours
5-9	156 hours	136 hours
10-14	169 hours	160 hours
15-19	179 hours	176 hours
20 +	200 hours	200 hours

2. A maximum of 280 hours of annual leave may be carried over into the subsequent calendar year.
  - An employee shall be deemed to have waived any entitlement to annual leave hours in excess of the permitted annual carry over, unless an extension is authorized by the County Manager, in writing.
3. Part-time, regular employees shall earn annual leave at a pro-rated amount based on the number of hours worked.

Up from 240 hours max



Douglas County policy is to split the PERS increase 50/50 with the employee when there is an increase in the contribution.

This year only the county is opting to pay the entire PERS increase, One time only situation. So for 2015/16 fiscal year the employee will not see a decrease due to the PERS increase.

Current PERS Contribution: 25.75%  
Proposed PERS Contribution: 28.00%

Employee is picking up 13.25% of the 28%

Pay Grade	Salary Range (Annual)			Salary Range (Hourly)		
	Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
A1	\$17,680	\$22,100	\$26,520	\$8.50	\$10.63	\$12.75
A2	\$27,204	\$34,005	\$40,806	\$13.08	\$16.35	\$19.62
A3	\$33,800	\$42,250	\$50,700	\$16.25	\$20.31	\$24.38
A4	\$37,037	\$46,296	\$55,555	\$17.81	\$22.26	\$26.71
A5	\$40,602	\$50,753	\$60,904	\$19.52	\$24.40	\$29.28
T1	\$37,616	\$47,020	\$56,424	\$18.08	\$22.61	\$27.13
T2	\$42,291	\$52,864	\$63,437	\$20.33	\$25.42	\$30.50
T3	\$46,497	\$58,122	\$69,746	\$22.35	\$27.94	\$33.53
P1	\$46,462	\$58,077	\$69,692	\$22.34	\$27.92	\$33.51
P2	\$52,025	\$65,031	\$78,037	\$25.01	\$31.26	\$37.52
P3	\$61,276	\$76,595	\$91,914	\$29.46	\$36.82	\$44.19
P4	\$69,366	\$86,707	\$104,048	\$33.35	\$41.69	\$50.02
S1	\$44,662	\$55,828	\$66,994	\$21.47	\$26.84	\$32.21
S2	\$52,128	\$65,160	\$78,192	\$25.06	\$31.33	\$37.59
M1	\$65,840	\$82,300	\$98,760	\$31.65	\$39.57	\$47.48
M2	\$72,707	\$90,884	\$109,061	\$34.96	\$43.69	\$52.43
D1	\$79,838	\$99,798	\$119,758	\$38.38	\$47.98	\$57.58
D2	\$87,375	\$109,219	\$131,063	\$42.01	\$52.51	\$63.01
D3	\$100,800	\$126,000	\$151,200	\$48.46	\$60.58	\$72.69
D4	\$135,000	\$160,000	\$185,000	\$64.90	\$76.92	\$88.94
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PS1	\$39,736	\$49,670	\$59,604	\$19.10	\$23.88	\$28.66
PS2	\$43,854	\$54,817	\$65,780	\$21.08	\$26.35	\$31.63
PS3	\$49,698	\$62,123	\$74,548	\$23.89	\$29.87	\$35.84
PS4	\$53,063	\$66,329	\$79,595	\$25.51	\$31.89	\$38.27
PS5	\$57,228	\$71,535	\$85,842	\$27.51	\$34.39	\$41.27
PS6	\$79,506	\$99,383	\$119,260	\$38.22	\$47.78	\$57.34
PS7	\$100,908	\$126,135	\$151,362	\$48.51	\$60.64	\$72.77
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L1	\$65,670	\$82,088	\$98,506	\$31.57	\$39.47	\$47.36
L2	\$72,640	\$90,800	\$108,960	\$34.92	\$43.65	\$52.38
L3	\$85,283	\$106,604	\$127,925	\$41.00	\$51.25	\$61.50
L4	\$99,246	\$124,057	\$148,868	\$47.71	\$59.64	\$71.57

Established by averaging market mid point of positions in grade, min and max 20% each direction.  
Exception for A4, A5, T3, S1, D1, D3 due to compression, created 10% higher than previous grade.

A1, PS4 had no data, established by consultant suggestion.

M1, PS1 established working back 10% from next level.

Grades denoted with b have minimums which will increase annually and are scheduled to reach full implementation July 2018.

## DOUGLAS COUNTY PAY PLAN Effective 07/01/15

SUBJECT TO CHANGE  
BASED UPON LABOR NEGOTIATIONS

PAY GRADE	TITLE	JOB CODE	HOURLY MIN	HOURLY MID	HOURLY MAX	ANNUAL MIN	ANNUAL MID	ANNUAL MAX
P1	Accountant	1000	\$22.34	\$27.92	\$33.51	\$46,467.20	\$58,073.60	\$69,700.80
P2	Accountant Senior	1010	\$25.01	\$31.26	\$37.52	\$52,020.80	\$65,020.80	\$78,041.60
A3	Accounting Clerk	1020	\$16.25	\$20.31	\$24.38	\$33,800.00	\$42,244.80	\$50,710.40
A4	Accounting Clerk Senior	1030	\$17.81	\$22.26	\$26.71	\$37,044.80	\$46,300.80	\$55,556.80
M2	Accounting Manager	1035	\$34.96	\$43.69	\$52.43	\$72,716.80	\$90,875.20	\$109,054.40
A4	Accounting Specialist	1050	\$17.81	\$22.26	\$26.71	\$37,044.80	\$46,300.80	\$55,556.80
A5	Administrative Assistant	1090	\$19.52	\$24.40	\$29.28	\$40,601.60	\$50,752.00	\$60,902.40
S2b	Administrative Services Manager	2850	\$20.49	\$31.33	\$37.59	\$42,619.20	\$65,166.40	\$78,187.20
PS1	Alternative Sentencing Officer	1130	\$19.10	\$23.88	\$28.66	\$39,728.00	\$49,670.40	\$59,612.80
A4	Alternative Sentencing Specialist	1140	\$17.81	\$22.26	\$26.71	\$37,044.80	\$46,300.80	\$55,556.80
A2	Animal Care Assistant	1150	\$13.08	\$16.35	\$19.62	\$27,206.40	\$34,008.00	\$40,809.60
S2	Animal Services & Care Supervisor	1160	\$25.06	\$31.33	\$37.59	\$52,124.80	\$65,166.40	\$78,187.20
T1	Animal Services Officer	1170	\$18.08	\$22.61	\$27.13	\$37,606.40	\$47,028.80	\$56,430.40
P1b	Appraiser	1190	\$20.79	\$27.92	\$33.51	\$43,243.20	\$58,073.60	\$69,700.80
P2	Appraiser Senior	1180	\$25.01	\$31.26	\$37.52	\$52,020.80	\$65,020.80	\$78,041.60
A4	Appraiser Trainee	1210	\$17.81	\$22.26	\$26.71	\$37,044.80	\$46,300.80	\$55,556.80
A2	Apprentice Court Clerk	1580	\$13.08	\$16.35	\$19.62	\$27,206.40	\$34,008.00	\$40,809.60
A3	Assessor Clerk	1250	\$16.25	\$20.31	\$24.38	\$33,800.00	\$42,244.80	\$50,710.40
A4	Assessor Clerk Senior	1230	\$17.81	\$22.26	\$26.71	\$37,044.80	\$46,300.80	\$55,556.80
M1	Assistant County Clerk/Treasurer	1270	\$31.65	\$39.57	\$47.48	\$65,832.00	\$82,305.60	\$98,758.40
D3	Assistant County Manager/CFO	1280	\$48.46	\$60.58	\$72.69	\$100,796.80	\$126,006.40	\$151,195.20
M2	Assistant Director Community Services	1300	\$34.96	\$43.69	\$52.43	\$72,716.80	\$90,875.20	\$109,054.40
M2	Assistant Director Juvenile Camp Services	1290	\$34.96	\$43.69	\$52.43	\$72,716.80	\$90,875.20	\$109,054.40
P1	Assistant Planner	2950	\$22.34	\$27.92	\$33.51	\$46,467.20	\$58,073.60	\$69,700.80
P2	Associate Planner	2960	\$25.01	\$31.26	\$37.52	\$52,020.80	\$65,020.80	\$78,041.60
P1	Budget Analyst	1335	\$22.34	\$27.92	\$33.51	\$46,467.20	\$58,073.60	\$69,700.80
P2	Budget Analyst Senior	1260	\$25.01	\$31.26	\$37.52	\$52,020.80	\$65,020.80	\$78,041.60
M2	Budget Manager	1337	\$34.96	\$43.69	\$52.43	\$72,716.80	\$90,875.20	\$109,054.40
T2	Building Inspector	1340	\$20.33	\$25.42	\$30.50	\$42,286.40	\$52,873.60	\$63,440.00
S1	Building Inspector Senior	1350	\$21.47	\$26.84	\$32.21	\$44,657.60	\$55,827.20	\$66,996.80
M2	Building Official	1370	\$34.96	\$43.69	\$52.43	\$72,716.80	\$90,875.20	\$109,054.40
P1	Building Plans Examiner	1390	\$22.34	\$27.92	\$33.51	\$46,467.20	\$58,073.60	\$69,700.80
P2	Business Systems Analyst	1336	\$25.01	\$31.26	\$37.52	\$52,020.80	\$65,020.80	\$78,041.60
PS6	Captain	1410	\$38.22	\$47.78	\$57.34	\$79,497.60	\$99,382.40	\$119,267.20
S2	CASA Administrator	1420	\$25.06	\$31.33	\$37.59	\$52,124.80	\$65,166.40	\$78,187.20
A5b	CASA Coordinator	2010	\$16.81	\$24.40	\$29.28	\$34,964.80	\$50,752.00	\$60,902.40
A3	Case Manager	1430	\$16.25	\$20.31	\$24.38	\$33,800.00	\$42,244.80	\$50,710.40
A5	Case Manager Senior	2830	\$19.52	\$24.40	\$29.28	\$40,601.60	\$50,752.00	\$60,902.40
PS5	Chief Alternative Sentencing Officer	1440	\$27.51	\$34.39	\$41.27	\$57,220.80	\$71,531.20	\$85,841.60

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Grades denoted with b have minimums which will increase annually and are scheduled to reach full implementation July 2018.

## DOUGLAS COUNTY PAY PLAN Effective 07/01/15

SUBJECT TO CHANGE  
BASED UPON LABOR NEGOTIATIONS

PAY GRADE	TITLE	JOB CODE	HOURLY MIN	HOURLY MID	HOURLY MAX	ANNUAL MIN	ANNUAL MID	ANNUAL MAX
P3	Chief Deputy Appraiser	1200	\$29.46	\$36.82	\$44.19	\$61,276.80	\$76,585.60	\$91,915.20
S2	Chief Deputy Clerk/Elections	1990	\$25.06	\$31.33	\$37.59	\$52,124.80	\$65,166.40	\$78,187.20
L4	Chief Deputy District Attorney - Civil	1470	\$47.71	\$59.64	\$71.57	\$99,236.80	\$124,051.20	\$148,865.60
L4	Chief Deputy District Attorney - Criminal	1480	\$47.71	\$59.64	\$71.57	\$99,236.80	\$124,051.20	\$148,865.60
M1	Chief Deputy Juvenile Probation Officer	1500	\$31.65	\$39.57	\$47.48	\$65,832.00	\$82,305.60	\$98,758.40
S2	Chief Deputy Treasurer	1520	\$25.06	\$31.33	\$37.59	\$52,124.80	\$65,166.40	\$78,187.20
D1	Chief Juvenile Probation Officer	1530	\$38.38	\$47.98	\$57.58	\$79,830.40	\$99,798.40	\$119,766.40
D1	Chief Technology Officer	1920	\$38.38	\$47.98	\$57.58	\$79,830.40	\$99,798.40	\$119,766.40
A4	Child Support Caseworker	2480	\$17.81	\$22.26	\$26.71	\$37,044.80	\$46,300.80	\$55,556.80
S1	Child Support Supervisor	1640	\$21.47	\$26.84	\$32.21	\$44,657.60	\$55,827.20	\$66,996.80
P3b	Civil Engineer	1560	\$26.46	\$36.82	\$44.19	\$55,036.80	\$76,585.60	\$91,915.20
P4	Civil Engineer Senior	1550	\$33.35	\$41.69	\$50.02	\$69,368.00	\$86,715.20	\$104,041.60
P1	Civil Engineering Plans Examiner	3100	\$22.34	\$27.92	\$33.51	\$46,467.20	\$58,073.60	\$69,700.80
P3	Civil Engineering Plans Examiner Senior	1570	\$29.46	\$36.82	\$44.19	\$61,276.80	\$76,585.60	\$91,915.20
A4	Clerk to the Board	1575	\$17.81	\$22.26	\$26.71	\$37,044.80	\$46,300.80	\$55,556.80
T1	Code Enforcement Officer	1590	\$18.08	\$22.61	\$27.13	\$37,606.40	\$47,028.80	\$56,430.40
T3	Code Enforcement Officer Senior	1600	\$22.35	\$27.94	\$33.53	\$46,488.00	\$58,115.20	\$69,742.40
S2	Communications Supervisor	1360	\$25.06	\$31.33	\$37.59	\$52,124.80	\$65,166.40	\$78,187.20
P2	Community Relations Manager	1620	\$25.01	\$31.26	\$37.52	\$52,020.80	\$65,020.80	\$78,041.60
T1	Computer Network Technician	1630	\$18.08	\$22.61	\$27.13	\$37,606.40	\$47,028.80	\$56,430.40
T2	Computer Network Technician Senior	1670	\$20.33	\$25.42	\$30.50	\$42,286.40	\$52,873.60	\$63,440.00
T2	Construction Inspector	1680	\$20.33	\$25.42	\$30.50	\$42,286.40	\$52,873.60	\$63,440.00
T1	Counter Technician	1690	\$18.08	\$22.61	\$27.13	\$37,606.40	\$47,028.80	\$56,430.40
M2	County Engineer	2030	\$34.96	\$43.69	\$52.43	\$72,716.80	\$90,875.20	\$109,054.40
D4	County Manager	1710	\$64.90	\$76.92	\$88.94	\$134,992.00	\$159,993.60	\$184,995.20
D1	Court Administrator	2350	\$38.38	\$47.98	\$57.58	\$79,830.40	\$99,798.40	\$119,766.40
M2	Court IT Manager	1720	\$34.96	\$43.69	\$52.43	\$72,716.80	\$90,875.20	\$109,054.40
P1	Court Operations Specialist	1960	\$22.34	\$27.92	\$33.51	\$46,467.20	\$58,073.60	\$69,700.80
A3b	Court Records Technician	1730	\$15.02	\$20.31	\$24.38	\$31,241.60	\$42,244.80	\$50,710.40
A2	Cullinary Specialist	3110	\$13.08	\$16.35	\$19.62	\$27,206.40	\$34,008.00	\$40,809.60
A3	Cullinary Specialist Senior	1070	\$16.25	\$20.31	\$24.38	\$33,800.00	\$42,244.80	\$50,710.40
S1	Cullinary Supervisor	1700	\$21.47	\$26.84	\$32.21	\$44,657.60	\$55,827.20	\$66,996.80
P1	Department Systems IT Coordinator	2230	\$22.34	\$27.92	\$33.51	\$46,467.20	\$58,073.60	\$69,700.80
A4b	Deputy Clerk/Treasurer	1760	\$15.14	\$22.26	\$26.71	\$31,491.20	\$46,300.80	\$55,556.80
A5	Deputy Clerk/Treasurer Senior	1830	\$19.52	\$24.40	\$29.28	\$40,601.60	\$50,752.00	\$60,902.40
PS1	Deputy Constable	1770	\$19.10	\$23.88	\$28.66	\$39,728.00	\$49,670.40	\$59,612.80
PS2	Deputy Constable Senior	1660	\$21.08	\$26.35	\$31.63	\$43,846.40	\$54,808.00	\$65,790.40
A4b	Deputy Court Clerk	1820	\$15.14	\$22.26	\$26.71	\$31,491.20	\$46,300.80	\$55,556.80
A5	Deputy Court Clerk Senior	1540	\$19.52	\$24.40	\$29.28	\$40,601.60	\$50,752.00	\$60,902.40

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Grades denoted with b have minimums which will increase annually and are scheduled to reach full implementation July 2018.

## DOUGLAS COUNTY PAY PLAN Effective 07/01/15

SUBJECT TO CHANGE  
BASED UPON LABOR NEGOTIATIONS

PAY GRADE	TITLE	JOB CODE	HOURLY MIN	HOURLY MID	HOURLY MAX	ANNUAL MIN	ANNUAL MID	ANNUAL MAX
L1	Deputy District Attorney I	1780	\$31.57	\$39.47	\$47.36	\$65,665.60	\$82,097.60	\$98,508.80
L2	Deputy District Attorney II	1790	\$34.92	\$43.65	\$52.38	\$72,633.60	\$90,792.00	\$108,950.40
L3	Deputy District Attorney III	1800	\$41.00	\$51.25	\$61.50	\$85,280.00	\$106,600.00	\$127,920.00
A3	Deputy Recording Clerk	1750	\$16.25	\$20.31	\$24.38	\$33,800.00	\$42,244.80	\$50,710.40
A4	Deputy Recording Clerk Senior	1810	\$17.81	\$22.26	\$26.71	\$37,044.80	\$46,300.80	\$55,556.80
PS1	Deputy Sheriff I	1840	\$19.10	\$23.88	\$28.66	\$39,728.00	\$49,670.40	\$59,612.80
PS2	Deputy Sheriff II	1850	\$21.08	\$26.35	\$31.63	\$43,846.40	\$54,808.00	\$65,790.40
A5	Development Coordinator	1890	\$19.52	\$24.40	\$29.28	\$40,601.60	\$50,752.00	\$60,902.40
D2	Director Community Development	1900	\$42.01	\$52.51	\$63.01	\$87,380.80	\$109,220.80	\$131,060.80
D2	Director Community Services/Parks &	1910	\$42.01	\$52.51	\$63.01	\$87,380.80	\$109,220.80	\$131,060.80
D1	Director Human Resources	2200	\$38.38	\$47.98	\$57.58	\$79,830.40	\$99,798.40	\$119,766.40
D2	Director Juvenile Camp Services	1930	\$42.01	\$52.51	\$63.01	\$87,380.80	\$109,220.80	\$131,060.80
D1	Director Juvenile Services	2420	\$38.38	\$47.98	\$57.58	\$79,830.40	\$99,798.40	\$119,766.40
D2	Director Public Works	3050	\$42.01	\$52.51	\$63.01	\$87,380.80	\$109,220.80	\$131,060.80
A4	Domestic Violence Coordinator	1980	\$17.81	\$22.26	\$26.71	\$37,044.80	\$46,300.80	\$55,556.80
A2b	Driver	3470	\$11.69	\$16.35	\$19.62	\$24,315.20	\$34,008.00	\$40,809.60
A3	DUI Diversion Case Manager	2015	\$16.25	\$20.31	\$24.38	\$33,800.00	\$42,244.80	\$50,710.40
P3	Economic Vitality Manager	1320	\$29.46	\$36.82	\$44.19	\$61,276.80	\$76,585.60	\$91,915.20
T2	Electrical Instrumentation Technician	2240	\$20.33	\$25.42	\$30.50	\$42,286.40	\$52,873.60	\$63,440.00
D1	Emergency Communications Director	2020	\$38.38	\$47.98	\$57.58	\$79,830.40	\$99,798.40	\$119,766.40
M2	Engineering Manager	1545	\$34.96	\$43.69	\$52.43	\$72,716.80	\$90,875.20	\$109,054.40
T1	Engineering Technician	2030	\$18.08	\$22.61	\$27.13	\$37,606.40	\$47,028.80	\$56,430.40
A5	Evidence Technician	2050	\$19.52	\$24.40	\$29.28	\$40,601.60	\$50,752.00	\$60,902.40
P1	Family Support Case Manager	2500	\$22.34	\$27.92	\$33.51	\$46,467.20	\$58,073.60	\$69,700.80
T2	Fleet Services Master Technician	2785	\$20.33	\$25.42	\$30.50	\$42,286.40	\$52,873.60	\$63,440.00
T3	Fleet Services Master Technician Senior	2590	\$22.35	\$27.94	\$33.53	\$46,488.00	\$58,115.20	\$69,742.40
T1	Fleet Services Technician	1240	\$18.08	\$22.61	\$27.13	\$37,606.40	\$47,028.80	\$56,430.40
S1b	Food Services Supervisor	2090	\$17.02	\$26.84	\$32.21	\$35,401.60	\$55,827.20	\$66,996.80
A2b	Food Services Worker	2100	\$11.69	\$16.35	\$19.62	\$24,315.20	\$34,008.00	\$40,809.60
A3	Food Services Worker Senior	2080	\$16.25	\$20.31	\$24.38	\$33,800.00	\$42,244.80	\$50,710.40
P1	GIS Analyst	2150	\$22.34	\$27.92	\$33.51	\$46,467.20	\$58,073.60	\$69,700.80
P2	GIS Analyst Senior	2140	\$25.01	\$31.26	\$37.52	\$52,020.80	\$65,020.80	\$78,041.60
T1	GIS Technician	1220	\$18.08	\$22.61	\$27.13	\$37,606.40	\$47,028.80	\$56,430.40
T2	GIS Technician Senior	1120	\$20.33	\$25.42	\$30.50	\$42,286.40	\$52,873.60	\$63,440.00
A2	Home Health Aide	2160	\$13.08	\$16.35	\$19.62	\$27,206.40	\$34,008.00	\$40,809.60
P1	Human Resources Analyst	2170	\$22.34	\$27.92	\$33.51	\$46,467.20	\$58,073.60	\$69,700.80
P2	Human Resources Analyst Senior	2190	\$25.01	\$31.26	\$37.52	\$52,020.80	\$65,020.80	\$78,041.60
A1	Intern	2250	\$8.50	\$10.63	\$12.75	\$17,680.00	\$22,110.40	\$26,520.00
PS3	Investigator I	2280	\$23.89	\$29.87	\$35.84	\$49,691.20	\$62,129.60	\$74,547.20

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## DOUGLAS COUNTY PAY PLAN Effective 07/01/15

SUBJECT TO CHANGE  
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PAY GRADE	TITLE	JOB CODE	HOURLY MIN	HOURLY MID	HOURLY MAX	ANNUAL MIN	ANNUAL MID	ANNUAL MAX
PS4	Investigator II	2290	\$25.51	\$31.89	\$38.27	\$53,060.80	\$66,331.20	\$79,601.60
PS3	Investigator-DA	2300	\$23.89	\$29.87	\$35.84	\$49,691.20	\$62,129.60	\$74,547.20
PS4	Investigator-DA Senior	2310	\$25.51	\$31.89	\$38.27	\$53,060.80	\$66,331.20	\$79,601.60
P2	Judicial Executive Assistant	1060	\$25.01	\$31.26	\$37.52	\$52,020.80	\$65,020.80	\$78,041.60
P3	Judicial Fiscal Management Analyst	1110	\$29.46	\$36.82	\$44.19	\$61,276.80	\$76,585.60	\$91,915.20
P1	Juvenile Probation Officer	2400	\$22.34	\$27.92	\$33.51	\$46,467.20	\$58,073.60	\$69,700.80
P2	Juvenile Probation Officer Senior	2410	\$25.01	\$31.26	\$37.52	\$52,020.80	\$65,020.80	\$78,041.60
P4	Juvenile Services Psychologist	3600	\$33.35	\$41.69	\$50.02	\$69,368.00	\$86,715.20	\$104,041.60
P1b	Law Clerk	2430	\$20.79	\$27.92	\$33.51	\$43,243.20	\$58,073.60	\$69,700.80
P3b	Law Clerk Senior	2440	\$26.46	\$36.82	\$44.19	\$55,036.80	\$76,585.60	\$91,915.20
A4	Legal Secretary	2470	\$17.81	\$22.26	\$26.71	\$37,044.80	\$46,300.80	\$55,556.80
A5	Legal Secretary Senior	2460	\$19.52	\$24.40	\$29.28	\$40,601.60	\$50,752.00	\$60,902.40
P1b	Librarian	2490	\$20.79	\$27.92	\$33.51	\$43,243.20	\$58,073.60	\$69,700.80
D1	Library Director	2520	\$38.38	\$47.98	\$57.58	\$79,830.40	\$99,798.40	\$119,766.40
A1	Library Page	2530	\$8.50	\$10.63	\$12.75	\$17,680.00	\$22,110.40	\$26,520.00
T1	Library Services Coordinator	2540	\$18.08	\$22.61	\$27.13	\$37,606.40	\$47,028.80	\$56,430.40
S2	Library Supervisor	2510	\$25.06	\$31.33	\$37.59	\$52,124.80	\$65,166.40	\$78,187.20
A3	Library Technician	2560	\$16.25	\$20.31	\$24.38	\$33,800.00	\$42,244.80	\$50,710.40
A4	Library Technician Senior	2550	\$17.81	\$22.26	\$26.71	\$37,044.80	\$46,300.80	\$55,556.80
A1	Mail Services Clerk	2580	\$8.50	\$10.63	\$12.75	\$17,680.00	\$22,110.40	\$26,520.00
P1	Main Street Program Manager	3630	\$22.34	\$27.92	\$33.51	\$46,467.20	\$58,073.60	\$69,700.80
T1	Maintenance Specialist	2670	\$18.08	\$22.61	\$27.13	\$37,606.40	\$47,028.80	\$56,430.40
T2	Maintenance Specialist Senior	2690	\$20.33	\$25.42	\$30.50	\$42,286.40	\$52,873.60	\$63,440.00
P1	Management Analyst	1310	\$22.34	\$27.92	\$33.51	\$46,467.20	\$58,073.60	\$69,700.80
M1	Manager Community Services	2260	\$31.65	\$39.57	\$47.48	\$65,832.00	\$82,305.60	\$98,758.40
M2	Manager GIS & Customer Service	1625	\$34.96	\$43.69	\$52.43	\$72,716.80	\$90,875.20	\$109,054.40
M1b	Manager Social Services	2750	\$26.00	\$39.57	\$47.48	\$54,080.00	\$82,305.60	\$98,758.40
M2	Manager Technology Infrastructure &	2730	\$34.96	\$43.69	\$52.43	\$72,716.80	\$90,875.20	\$109,054.40
P2	Network Security Administrator	2755	\$25.01	\$31.26	\$37.52	\$52,020.80	\$65,020.80	\$78,041.60
A2b	Office Assistant	2820	\$11.69	\$16.35	\$19.62	\$24,315.20	\$34,008.00	\$40,809.60
A3b	Office Specialist	2840	\$15.02	\$20.31	\$24.38	\$31,241.60	\$42,244.80	\$50,710.40
T1	Park Ranger	2910	\$18.08	\$22.61	\$27.13	\$37,606.40	\$47,028.80	\$56,430.40
T2	Park Ranger Senior	2920	\$20.33	\$25.42	\$30.50	\$42,286.40	\$52,873.60	\$63,440.00
A2	Parks Maintenance Assistant	2600	\$13.08	\$16.35	\$19.62	\$27,206.40	\$34,008.00	\$40,809.60
M1	Parks Superintendent	3270	\$31.65	\$39.57	\$47.48	\$65,832.00	\$82,305.60	\$98,758.40
S2	Parks Supervisor	2930	\$25.06	\$31.33	\$37.59	\$52,124.80	\$65,166.40	\$78,187.20
T2	Payroll Coordinator	2940	\$20.33	\$25.42	\$30.50	\$42,286.40	\$52,873.60	\$63,440.00
P3	Planner Senior	2990	\$29.46	\$36.82	\$44.19	\$61,276.80	\$76,585.60	\$91,915.20
M2	Planning Manager	1330	\$34.96	\$43.69	\$52.43	\$72,716.80	\$90,875.20	\$109,054.40

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Grades denoted with b have minimums which will increase annually and are scheduled to reach full implementation July 2018.

## DOUGLAS COUNTY PAY PLAN Effective 07/01/15

SUBJECT TO CHANGE  
BASED UPON LABOR NEGOTIATIONS

PAY GRADE	TITLE	JOB CODE	HOURLY MIN	HOURLY MID	HOURLY MAX	ANNUAL MIN	ANNUAL MID	ANNUAL MAX
M2	Project Manager	3020	\$34.96	\$43.69	\$52.43	\$72,716.80	\$90,875.20	\$109,054.40
A4	Public Safety Dispatcher	3030	\$17.81	\$22.26	\$26.71	\$37,044.80	\$46,300.80	\$55,556.80
A5	Public Safety Dispatcher Senior	3035	\$19.52	\$24.40	\$29.28	\$40,601.60	\$50,752.00	\$60,902.40
A3	Public Safety Dispatcher Trainee	3025	\$16.25	\$20.31	\$24.38	\$33,800.00	\$42,244.80	\$50,710.40
A3	Records Management Clerk	3070	\$16.25	\$20.31	\$24.38	\$33,800.00	\$42,244.80	\$50,710.40
S1	Records Management Supervisor	3080	\$21.47	\$26.84	\$32.21	\$44,657.60	\$55,827.20	\$66,996.80
A1	Recreation Aide	3090	\$8.50	\$10.63	\$12.75	\$17,680.00	\$22,110.40	\$26,520.00
P1b	Recreation Coordinator	3120	\$20.79	\$27.92	\$33.51	\$43,243.20	\$58,073.60	\$69,700.80
A2b	Recreation Leader	3130	\$11.69	\$16.35	\$19.62	\$24,315.20	\$34,008.00	\$40,809.60
A3b	Recreation Leader Senior	3140	\$15.02	\$20.31	\$24.38	\$31,241.60	\$42,244.80	\$50,710.40
A5b	Recreation Specialist	1380	\$16.81	\$24.40	\$29.28	\$34,964.80	\$50,752.00	\$60,902.40
S2	Recreation Supervisor	3160	\$25.06	\$31.33	\$37.59	\$52,124.80	\$65,166.40	\$78,187.20
T3	Road Maintenance Coordinator	1400	\$22.35	\$27.94	\$33.53	\$46,488.00	\$58,115.20	\$69,742.40
T1	Road Maintenance Operator	3170	\$18.08	\$22.61	\$27.13	\$37,606.40	\$47,028.80	\$56,430.40
T2	Road Maintenance Operator Senior	3180	\$20.33	\$25.42	\$30.50	\$42,286.40	\$52,873.60	\$63,440.00
T2	Road Sign Maintenance Specialist	3240	\$20.33	\$25.42	\$30.50	\$42,286.40	\$52,873.60	\$63,440.00
A4b	Secretary	3190	\$15.14	\$22.26	\$26.71	\$31,491.20	\$46,300.80	\$55,556.80
A3b	Security Officer	3210	\$15.02	\$20.31	\$24.38	\$31,241.60	\$42,244.80	\$50,710.40
PS5	Sergeant	3220	\$27.51	\$34.39	\$41.27	\$57,220.80	\$71,531.20	\$85,841.60
A3	Sheriff's Records & Licensing Technician	3230	\$16.25	\$20.31	\$24.38	\$33,800.00	\$42,244.80	\$50,710.40
M1b	Sheriff's Records Manager	1950	\$26.00	\$39.57	\$47.48	\$54,080.00	\$82,305.60	\$98,758.40
P3	Staff Attorney	1100	\$29.46	\$36.82	\$44.19	\$61,276.80	\$76,585.60	\$91,915.20
P3	Stormwater Program Manager	1940	\$29.46	\$36.82	\$44.19	\$61,276.80	\$76,585.60	\$91,915.20
P1	Substance Abuse Counselor	1490	\$22.34	\$27.92	\$33.51	\$46,467.20	\$58,073.60	\$69,700.80
P3	Substance Abuse Counselor Supervisor	3250	\$29.46	\$36.82	\$44.19	\$61,276.80	\$76,585.60	\$91,915.20
M2	Superintendent Maintenance & Operations	3475	\$34.96	\$43.69	\$52.43	\$72,716.80	\$90,875.20	\$109,054.40
M2	Superintendent Town Public Works	3260	\$34.96	\$43.69	\$52.43	\$72,716.80	\$90,875.20	\$109,054.40
M2	Superintendent Utility Systems	3300	\$34.96	\$43.69	\$52.43	\$72,716.80	\$90,875.20	\$109,054.40
P2	Systems Administrator	1080	\$25.01	\$31.26	\$37.52	\$52,020.80	\$65,020.80	\$78,041.60
P3	Systems Engineer Senior	2775	\$29.46	\$36.82	\$44.19	\$61,276.80	\$76,585.60	\$91,915.20
S2	Tahoe Chief Deputy Clerk/Treasurer	3330	\$25.06	\$31.33	\$37.59	\$52,124.80	\$65,166.40	\$78,187.20
T2	Telecommunications Technician	3380	\$20.33	\$25.42	\$30.50	\$42,286.40	\$52,873.60	\$63,440.00
A2	Town Maintenance Assistant	2610	\$13.08	\$16.35	\$19.62	\$27,206.40	\$34,008.00	\$40,809.60
A3b	Town Maintenance Specialist	2680	\$15.02	\$20.31	\$24.38	\$31,241.60	\$42,244.80	\$50,710.40
A4	Town Maintenance Specialist Senior	2720	\$17.81	\$22.26	\$26.71	\$37,044.80	\$46,300.80	\$55,556.80
S2	Town Maintenance Supervisor	3490	\$25.06	\$31.33	\$37.59	\$52,124.80	\$65,166.40	\$78,187.20
D1	Town Manager - Gardnerville	2120	\$38.38	\$47.98	\$57.58	\$79,830.40	\$99,798.40	\$119,766.40
D1	Town Manager - Minden	2120	\$38.38	\$47.98	\$57.58	\$79,830.40	\$99,798.40	\$119,766.40
M1b	Town Manager-Genoa	2130	\$26.00	\$39.57	\$47.48	\$54,080.00	\$82,305.60	\$98,758.40

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Grades denoted with b have minimums which will increase annually and are scheduled to reach full implementation July 2018.

## DOUGLAS COUNTY PAY PLAN Effective 07/01/15

SUBJECT TO CHANGE  
BASED UPON LABOR NEGOTIATIONS

PAY GRADE	TITLE	JOB CODE	HOURLY MIN	HOURLY MID	HOURLY MAX	ANNUAL MIN	ANNUAL MID	ANNUAL MAX
A3	Town Sanitation Specialist	1650	\$16.25	\$20.31	\$24.38	\$33,800.00	\$42,244.80	\$50,710.40
A4	Town Sanitation Specialist Senior	2710	\$17.81	\$22.26	\$26.71	\$37,044.80	\$46,300.80	\$55,556.80
M1	Training and Development Manager	2870	\$31.65	\$39.57	\$47.48	\$65,832.00	\$82,305.60	\$98,758.40
A1	Transportation Officer	3400	\$17.81	\$22.26	\$26.71	\$37,044.80	\$46,300.80	\$55,556.80
S1	Transportation Supervisor	3390	\$21.47	\$26.84	\$32.21	\$44,657.60	\$55,827.20	\$66,996.80
PS7	Undersheriff	3410	\$48.51	\$60.64	\$72.77	\$100,900.80	\$126,131.20	\$151,361.60
T1	Utility Systems Technician I	3430	\$18.08	\$22.61	\$27.13	\$37,606.40	\$47,028.80	\$56,430.40
T2	Utility Systems Technician II	3440	\$20.33	\$25.42	\$30.50	\$42,286.40	\$52,873.60	\$63,440.00
T3	Utility Systems Technician Senior	3450	\$22.35	\$27.94	\$33.53	\$46,488.00	\$58,115.20	\$69,742.40
A2	Utility Systems Technician Trainee	3460	\$13.08	\$16.35	\$19.62	\$27,206.40	\$34,008.00	\$40,809.60
A4	Warrants & Extradition Specialist	3610	\$17.81	\$22.26	\$26.71	\$37,044.80	\$46,300.80	\$55,556.80
A5	Weed Control Program Coordinator	3500	\$19.52	\$24.40	\$29.28	\$40,601.60	\$50,752.00	\$60,902.40
A4	Youth Camp Maintenance Specialist Senior	1040	\$17.81	\$22.26	\$26.71	\$37,044.80	\$46,300.80	\$55,556.80
A5b	Youth Detention Counselor	3540	\$16.81	\$24.40	\$29.28	\$34,964.80	\$50,752.00	\$60,902.40
A3	Youth Detention Counselor Trainee	1450	\$16.25	\$20.31	\$24.38	\$33,800.00	\$42,244.80	\$50,710.40
S1	Youth Detention Supervisor	3550	\$21.47	\$26.84	\$32.21	\$44,657.60	\$55,827.20	\$66,996.80
P1	Youth Services Case Manager	3570	\$22.34	\$27.92	\$33.51	\$46,467.20	\$58,073.60	\$69,700.80
P2	Youth Services Case Manager Senior	3590	\$25.01	\$31.26	\$37.52	\$52,020.80	\$65,020.80	\$78,041.60
A4	Youth Services Counselor	3580	\$17.81	\$22.26	\$26.71	\$37,044.80	\$46,300.80	\$55,556.80
A5b	Youth Services Counselor Senior	1510	\$16.81	\$24.40	\$29.28	\$34,964.80	\$50,752.00	\$60,902.40
A3	Youth Services Counselor Trainee	1460	\$16.25	\$20.31	\$24.38	\$33,800.00	\$42,244.80	\$50,710.40
A4	Youth Services Counselor-JPO	3520	\$17.81	\$22.26	\$26.71	\$37,044.80	\$46,300.80	\$55,556.80
M1	Youth Services Program Manager	3560	\$31.65	\$39.57	\$47.48	\$65,832.00	\$82,305.60	\$98,758.40
S1	Youth Services Supervisor	1610	\$21.47	\$26.84	\$32.21	\$44,657.60	\$55,827.20	\$66,996.80

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# Effects of 2015 Douglas County Pay and Compensation Study on the Town

1. Job Classification, job descriptions, and pay grade modifications
2. PERS contribution made by county this fiscal year ONLY
3. With exception of the Civil Engineer Position, Salary Adjustments will be made over a 3 year period with max of \$1.00/ hr this fiscal year. It will be adjusted to fit over the next two years. This will be for all persons in the that position. So the amount will vary.
5. The county is keeping the merit scale from 0% to 6% with a max of 4% merit this fiscal year. The new scale has not been provided.

Cumulative Budget changes increase the towns budget to just over \$11,000 for PERS and Modifications being proposed to the Salaries and wages and benefits.

	Increase in Salaries	Benefits	Total Adjustment
Admin	\$1222.45	\$102.50	
PW/Parks	\$9,813.45	\$2,991.97	
H&S	\$0	\$0	
<b>TOTAL</b>	<b>\$11,035.91</b>	<b>\$3,094.47</b>	<b>\$11,130.38</b>

# Gardnerville Town Board

## AGENDA ACTION SHEET



*Commercial Driver License*

1. **For Possible Action:** Discussion on Town organization structure and provide direction to staff on promoting the Town Civil Engineer 1 to the Town Superintendent, along with increasing the beginning pay to recruit an experienced mechanic with a CDL for the Health and Sanitation Department, with associated budget modifications.
  
2. **Recommended Motion:** Approve the promotion of the Civil Engineer to Town Superintendent and increase the max starting hourly wage for the replacement Town Sanitation specialist to \$20.00 hour should the right candidate be selected.  
Funds Available:  Yes       N/A – See budget modifications on the attached sheet.
  
3. **Department:** Administration
  
4. **Prepared by:** Tom Dallaire
  
5. **Meeting Date:** August 4, 2015      **Time Requested:** 20 minutes
  
6. **Agenda:**  Consent       Administrative

**Background Information:** The County modified the Civil Engineer job description since the BOCC approved them two weeks ago to include only licensed civil engineers in the classification. The Superintendent position does include preparing plans and civil engineering duties which will still qualify our staff in the future to sit on the professional engineering exam when he becomes qualified to take the exam. This position does include a \$24,000 increase from the current position. But the position takes on way more responsibility and he will be overseeing the field staff. I have a current resume of this staff member should you have personal reservations about his work experience.

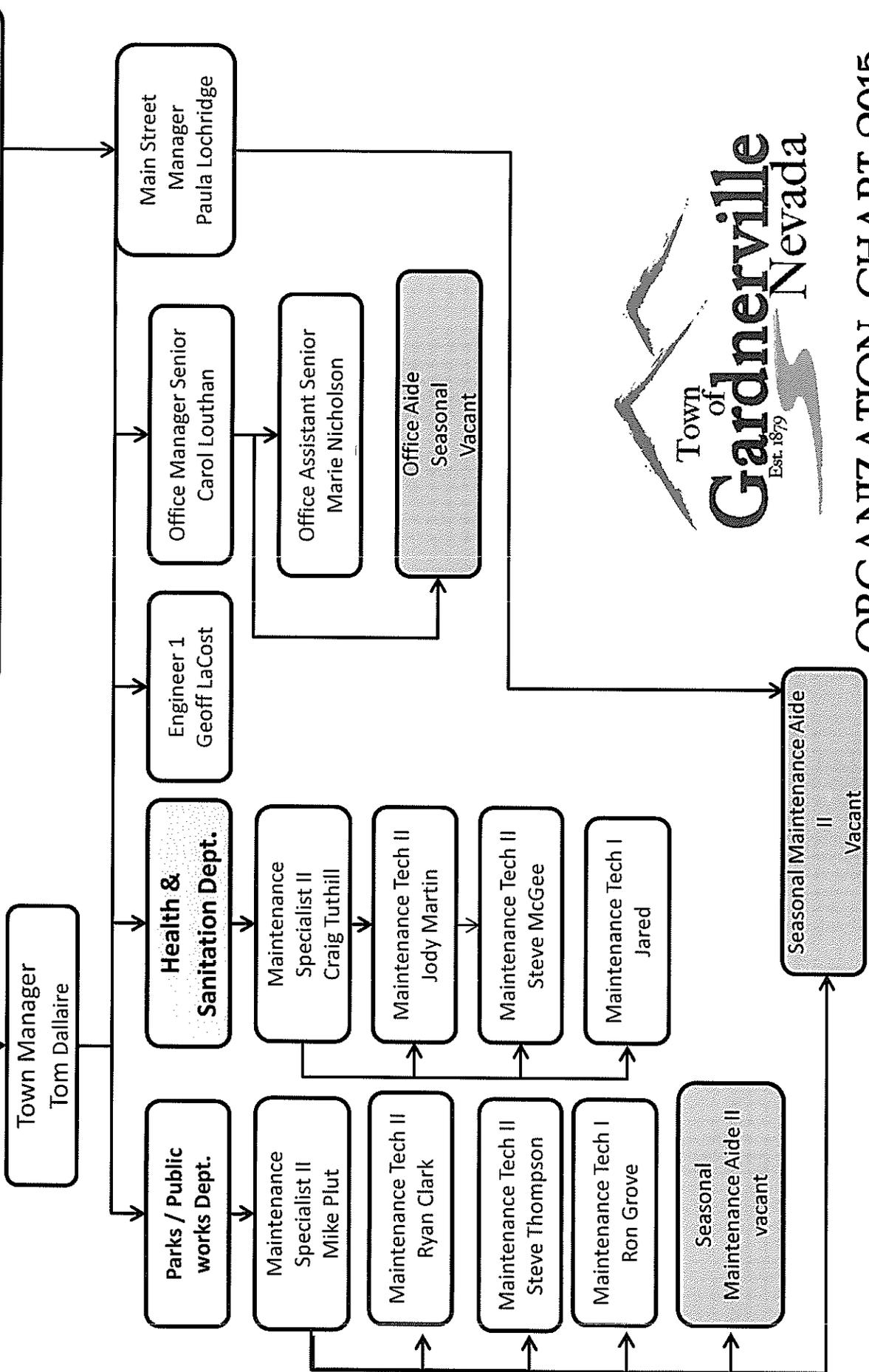
Additionally, the Town Sanitation Specialist will be able to assist in making minor to mid-sized repairs on the refuse trucks and assist on making simple fixes on parks equipment and vehicles, while picking up trash on the days they are needed. This ideal person would have mechanical background and a CDL for limited training.

7. **Other Agency Review of Action:**  Douglas County       N/A
  
8. **Board Action:**  
 Approved       Approved with Modifications  
 Denied       Continued

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**Gardnerville Town Board**  
 Lloyd Higuera, Mary Wenner, Ken Miller, Linda Slater, Casandra Jones

**Main Street Gardnerville Board**  
 Dorette Caldana, Margaret Pross, Norie Jenkins, Suzanne Carreau, Ken Miller, Linda Dibble Tara Addeo, Stephanie Waggoner

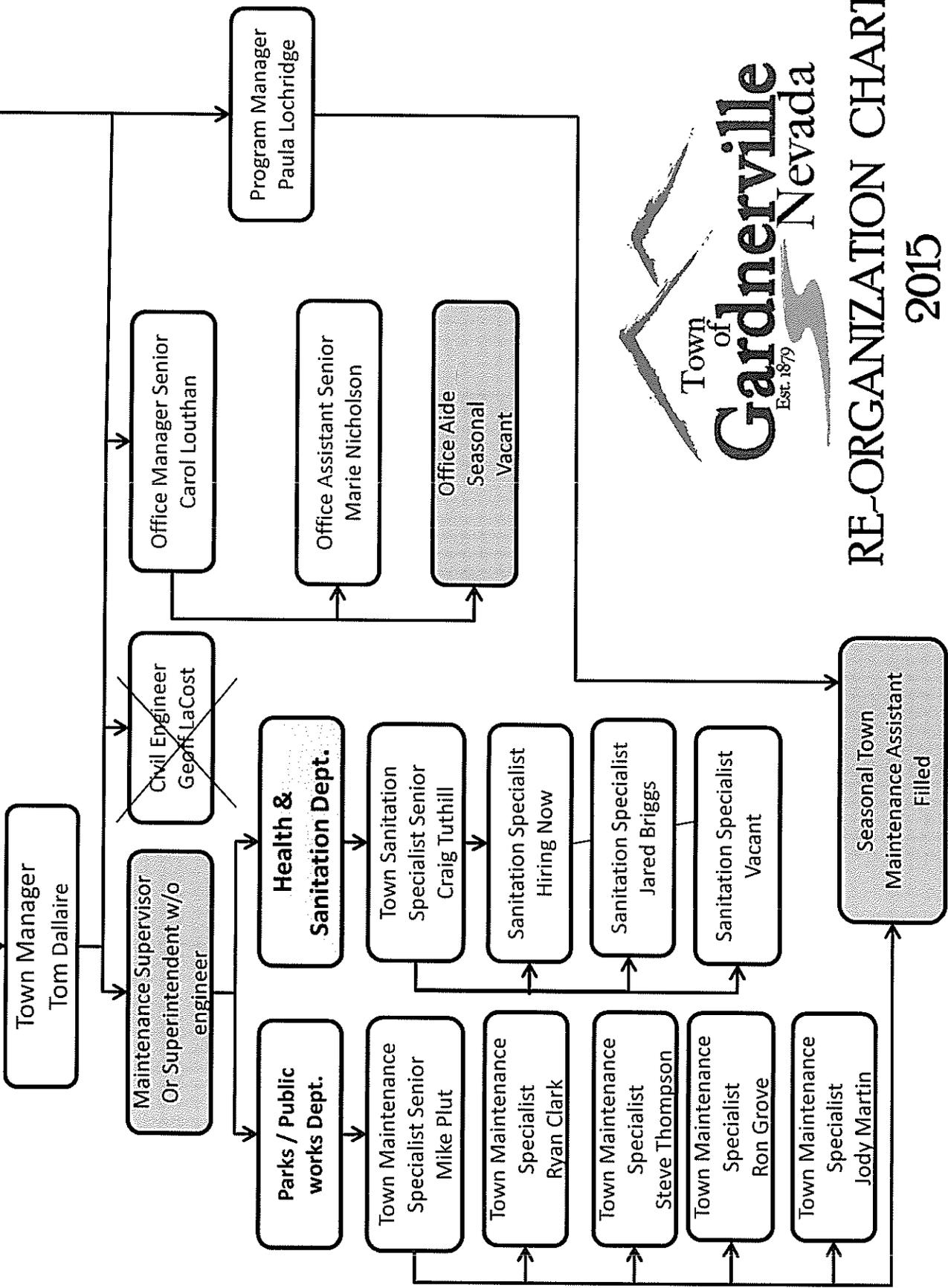


ORGANIZATION CHART 2015

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**Gardnerville Town Board**  
Lloyd Higuera, Mary Wenner, Ken Miller, Linda Slater, Casandra Jones

**Main Street Gardnerville Board**  
Dorette Caldana, Margaret Pross, Norie Jenkins, Suzanne Carreau, Ken Miller, Linda Dibble Tara Addeo, Stephanie Waggoner



**RE-ORGANIZATION CHART**  
**2015**

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# Town Staff reorganization 2015

## Maintenance Sanitation Specialist

1. Increase the min starting pay range for Sanitation Specialist from \$16.25 to \$20.00 per hour. We want to advertise a position specific recruitment to find a person with mechanic experience and a current CDL. Staff have several people that fit into this category that are interested in that job, but I need room to negotiate the starting wage.

	Increase in	Salaries	Benefits
Admin	\$0	\$0	\$0
PW/Parks	\$0	\$0	\$0
H&S		\$5,649.41	\$1,661.62
<b>TOTAL</b>			<b>Total Adjustment</b>
			<b>\$7,311.04</b>

2015

# Town Staff reorganization 2015

## Civil Engineer

1. The Civil Engineer Position was changed at the last minute to require a Professional License. Our Engineer has EIT and not his engineering license. He will be able to qualify to sit on the exam next October 2016. The next position down is Engineering plans examiner. He does **WAY** more than what is listed in that job description. He is currently during more duties of the Superintendent over Public Works (town) than in the current Civil Engineer description. There are specific job tasks related to the Engineer position within the Superintendent as Minden was recruiting an engineer to fill the opening job. Combining the engineer into the superintendent will put a person over the field staff. This is needed to help get them more organized and help me communicate with them through one individual instead of 4. He will be able to oversee the operations from a new perspective, direct, review staff ensure reviews are more timely, help order repair and fix equipment. Leaving field staff more time to deal with town assets.

	<b>Increase in</b>	<b>Salaries</b>	<b>Benefits</b>
Admin	\$0	\$0	\$0
PW/Parks	\$18,468.80	\$5,531.00	
H&S	\$0	\$0	

**Total Adjustment**

**\$23,999.80**

**TOTAL**

# Superintendent

- Pros:
  - Over all field staff and will be to provide direction and help curb moral issues and disagreements
  - Can still draw plans for road closures, street sealing projects, sidewalks repairs and obtain his 10 year goal of becoming an engineer.
  - Can inspect development projects more frequently.
  - Can keep an eye out for items needing maintenance.
  - Provides the leadership the board wants in the field for the price of \$24,000 instead of \$100,000 and another body., which a portion of that increase could be picked up by H&S not changing the budget for Public works.
  - Provide direction to the staff on site in the field instead of in the office when they come into ask q's. More efficient.

# Superintendent

- Cons:
  - Town office will lose a full time person in the office to field questions from the public, and requests for information or call in complaints.
  - Town office will not be able to draw up improvement plans beyond the normal maintenance and replacement type projects.
  - Need to hire out specific project to create construction documents. Which will provide a quicker turn around time.
  - Not sure the descriptions covers assisting with plans for the town like ADA transition plans, and drainage master plans, and other plans, which could be hired out as well.

# Total Proposed adjustments with these two positions

1. Town Sanitation Specialist
2. Civil Engineer Position

Increase in	Salaries	Benefits
Admin	\$0	\$0
PW/Parks	\$18,468.80	\$ 5,531.00
H&S	\$ 5,649.41	\$ 1,661.62
<b>Total Adjustment</b>	<b>\$24,118.21</b>	<b>\$ 7,192.62</b>
<b>County pay plan adjustments:</b>	<b>\$11,035.91</b>	<b>\$ 3,094.47</b>
		<b>\$31,310.83</b>

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**TOTAL** **\$45,441.21**



## Town Sanitation Specialist

Bargaining Unit: Non-Contract Employees

Class Code:  
1650

DOUGLAS COUNTY (NV)  
Established Date: Jun 9, 2015  
Revision Date: Jul 1, 2015

### SALARY RANGE

\$15.02 - \$20.31 Hourly  
\$31,241.60 - \$42,244.80 Annually

#### FLSA:

Non-Exempt

#### SUMMARY:

Responsible for performing skilled and semi-skilled tasks in the collection and hand loading of residential/commercial waste, as well as the transporting of this waste to a landfill site.

#### ESSENTIAL FUNCTIONS:

- Collects residential and commercial waste and recycling from a variety of receptacles and locations.
- Transport waste in a safe and efficient manner to designated facilities.
- Return/deliver receptacles and waste containers to customer locations as required.
- Performs an operational and safety check of equipment and vehicles before and after use; checks fuel and fluid levels, air pressures, braking systems, lights and mirrors, general engine condition, cab condition and exterior condition for any potential operational or safety problems.
- Cleans and disinfects equipment and vehicles as required.
- Maintains basic logs and records related to work performed.
- Drives a variety of Town vehicles and equipment necessary for maintenance tasks.
- Assists with street repair, parks and facilities maintenance and snow removal activities; assists with emergency situations as required.
- **Performs general for maintenance or repair of vehicles and equipment;** reports need for major repairs to the appropriate supervisor.
- Answers questions and provides standard information to the public.
- Contributes to the efficiency and effectiveness of the unit's service to its customers by offering suggestions and directing or participating as an active member of a work team.
- Represents the County with dignity, integrity, and a spirit of cooperation in all relationships with staff and the public.

#### QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

#### **Education and Experience:**

High School diploma/GED; AND one (1) year of experience performing general maintenance tasks; OR an equivalent combination of education, training and experience.

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## Required Knowledge and Skills

### Knowledge of:

- Capabilities, operational characteristics, adjustment and preventative maintenance of the type of vehicles to which assigned.
- Tie down, loading and safe hauling practices.
- Motor vehicle codes and regulations in the state of Nevada, including trucking and hauling regulations.
- Geography and road network of Town and County.
- Parks and public works maintenance and repair methods and techniques.
- Safety principles, practices and equipment related to the work.
- Basic record keeping practices.
- Basic shop mathematics.
- Techniques for dealing with a variety of individuals from various socioeconomic, ethnic and cultural backgrounds

### Skill in:

- Operating a variety of vehicles and equipment with various transmission configurations and fuel sources skillfully and safely.
- Operating light and medium construction equipment to load trucks or assist at crew sites.
- Adjusting and performing preventive maintenance on the trucks to which assigned.
- Recognizing potentially hazardous situations on the road and job site and taking appropriate action.
- Safely using and maintaining hand and power tools related to the work.
- Working without close supervision in standard work situations.
- Understanding and following written and oral instructions.
- Contributing effectively to the accomplishment of team or work unit goals, objectives and activities.
- Establishing and maintaining effective working relationships with those encountered in the course of the work.
- Reading and interpreting standard plans, maps and instructions.
- Preparing basic records and reports of work performed.

## REQUIRED CERTIFICATES, LICENSES, AND REGISTRATIONS:

- Nevada Class B Driver's License with air brake endorsement within six (6) months of date of employment.

## PHYSICAL DEMANDS & WORKING ENVIRONMENT:

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Mobility to work in a typical field setting, including operating typical trade equipment, hand

and power tools and standard office equipment, and to drive a motor vehicle to various work sites; stamina to stand, walk and climb and to work in confined or awkward spaces for an extended period of time; strength to lift and maneuver materials and equipment weighing up to 100 pounds with proper equipment; vision to read printed materials; and hearing and speech to communicate in person or over a radio or telephone.

Work is subject to exposure to extreme weather conditions, hazardous chemicals, electrical currents, gases, dust and noxious odors.

**CONDITIONS OF EMPLOYMENT:**

1. *Continued employment is contingent upon all required licenses and certificates being maintained in active status without suspension or revocation.*
2. *Employment is contingent upon successful completion of background/screening.*
3. *Douglas County participates in E-Verify and will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS, with information from each applicant's Form I-9 to confirm work authorization. All candidates who are offered employment must complete Section 1 of the Form I-9 along with the required proof of their right to work in the United States and proof of their identity prior to starting employment. Please be prepared to provide required documentation as soon as possible after the job offer is made.*

**I have read and understand the contents of this Job Description, and I have received a copy of this Job Description for my records.**

**PRINT NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

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## Superintendent Town Public Works

Class Code:  
3260

Bargaining Unit: Non-Contract Employees

DOUGLAS COUNTY (NV)  
Established Date: Jul 1, 2015  
Revision Date: Jul 8, 2015

### SALARY RANGE

\$34.96 - \$52.43 Hourly  
\$72,716.80 - \$109,054.40 Annually

#### FLSA:

Exempt

#### SUMMARY:

Responsible for planning, organizing and managing the functions, activities and staff of the Town's Public Works functions to include utilities, facilities maintenance, refuse collection, grounds and street maintenance.

#### ESSENTIAL FUNCTIONS:

- Manage and directs activities of assigned staff; coordinates, prioritizes and assigns tasks and projects; tracks and reviews work progress and activities; directs the recruitment and selection of staff; undertakes disciplinary action as required; conducts performance evaluations; ensures appropriate scheduling of staff to ensure proper operational coverage.
- Effectively manages department staff by evaluating and analyzing operational issues, implements solutions, prioritizes and assigns tasks and projects, reviews the work of staff to ensure quality and timely accomplishment of assigned duties and responsibilities; listens, responds and resolves staff problems, concerns and complaints.
- Develops, implements and manages work rules and performance standards; develop plans for achieving program objectives and operational goals; develops short and long term plans; develops and implements project management systems.
- Direct and/or participate in the training of staff to ensure optimal performance of department operations.
- Oversee the preparation and justification of departmental budget(s) based on staffing, resource requirements and plans, goals and objectives; controls expenditures within delegated authority and ensures adherence within approved budget allocations.
- Reviews and evaluates plans, drawing and other documentation; provides engineering design and code information and ensures that designs meet accepted Town, County, State and industry standards.
- Conducts engineering analysis and design services; recommends courses of actions and/or modifications; confers with engineers, contractors and other parties.
- Assists with a variety of Town construction/maintenance projects and utility operations as needed; inspects field projects to confirm conformance to specifications; confers with administrative and technical personnel and personnel of other utilities to coordinate divisional activities.
- Analyzes trends, such as population and industrial growth of area being served to

SPEEDING

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determine adequacy of current facilities and to project community demands for future facilities; develops plans to meet and serve expanding community needs.

- Coordinates efforts with County departments, Towns, GIDs and regulatory agencies.
- Communicates and initiates discussions with public/customers on a regular basis regarding maintenance and operational activities; responds to and resolves concerns expressed by customers; communicates with general public, government agencies, vendors, contractors, and others in order to coordinate operations and maintenance of roads, buildings, vehicles, equipment and related appurtenances.
- Manages contractors and contracts for service.
- Assists with a variety of Town construction projects and maintenance and operational activities as needed; inspects field projects to confirm conformance to specifications; confers with administrative and technical personnel and personnel of other agencies to coordinate departmental activities.
- Participates in meetings with government officials and community groups; may serve on committees to address safety and other utility-related issues/operations; may present oral presentations to various organizations, events, and community groups; coordinates communications and responses to media.
- Represents the County with dignity, integrity, and a spirit of cooperation in all relationships with staff and the public.

#### **QUALIFICATIONS:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

#### **Education and Experience:**

Bachelor's degree in engineering, or a closely related field; AND five (5) years of professional level public works/water systems operations experience, two (2) years of which were in a supervisory role; OR an equivalent combination of education, training and experience.

#### **Required Knowledge and Skills**

Knowledge of:

- Principles and practices of employee supervision, including selection, work planning, organization, performance review and evaluation, and employee training and discipline.
- Equipment, materials, practices and specifications used in water systems operation, construction, inspection, maintenance and repair.
- Operation, maintenance, construction, inspection methods, materials, practices, specifications and equipment.
- Field engineering and inspection practices and basic design criteria for construction projects.
- Applicable laws, ordinances, regulations and codes and industry standards.
- Applicable OSHA work safety rules and procedures.
- Water treatment, functions and operations.
- Budget preparation and control.
- Principles and practices of plan review.
- Principles, practices and techniques of civil engineering and design criteria
- Standard office practices and procedures, including records management.
- Communicating effectively in oral and written forms.
- Techniques for techniques for dealing with a variety of individuals from various socio-economic, ethnic and cultural backgrounds, in person and over the telephone.

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**Skill in:**

- Planning, organizing, supervising, reviewing and evaluating the work of staff.
- Training staff in policies and procedures related to the work.
- Managing a water system operation, inspection, maintenance and repair program.
- Composing technical specifications, administering contracts and approving contract maintenance and repair work.
- Developing and implementing goals, objectives, policies, procedures and work standards.
- Developing effective work teams and motivating individuals to meet goals and objectives and provide customer services in the most cost effective and efficient manner.
- Interpreting, applying and explaining state and local laws, regulations and policies.
- Directing the maintenance of accurate records of work performed.
- Speaking English effectively to communicate in person or over the telephone.
- Establishing and maintaining effective working relationships with those contacted in the course of the work.
- Preparing clear and concise reports, policies, procedures, correspondence and other written materials.
- Using initiative and independent judgment within general policy guidelines.

**REQUIRED CERTIFICATES, LICENSES, AND REGISTRATIONS:**

- Nevada Class B Driver's License.
- May require State of Nevada certificate, Grade III, as Water Distribution, or Water Treatment Plant Operator certifications within two (2) years of date of employment.

**PHYSICAL DEMANDS & WORKING ENVIRONMENT:**

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Mobility to work in a typical office setting and use standard office equipment; stamina to sit for extended periods of time; strength and agility to traverse construction sites and lift and carry up to 50 pounds; vision to read printed materials and a computer screen, and hearing and speech to communicate in over the telephone and radio systems.

Work is subject to exposure to adverse weather conditions, fumes, gases, hazardous chemicals and noxious odors.

**CONDITIONS OF EMPLOYMENT:**

1. *Continued employment is contingent upon all required licenses and certificates being maintained in active status without suspension or revocation.*
2. *Employment is contingent upon successful completion of background/screening.*
3. *Douglas County participates in E-Verify and will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS, with information from each applicant's Form I-9 to confirm work authorization. All candidates who are offered employment must complete Section 1 of the Form I-9 along with the required proof of their right to work in the United States and proof of*

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*their identity prior to starting employment. Please be prepared to provide required documentation as soon as possible after the job offer is made.*

**I have read and understand the contents of this Job Description, and I have received a copy of this Job Description for my records.**

**PRINT NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

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## Civil Engineer

Class Code:  
1560

Bargaining Unit: Non-Contract Employees

DOUGLAS COUNTY (NV)  
Established Date: Jul 1, 2015  
Revision Date: Jul 1, 2015

### SALARY RANGE

\$26.46 - \$44.19 Hourly  
\$55,036.80 - \$91,915.20 Annually

#### FLSA:

Exempt

#### SUMMARY:

Responsible for providing engineering duties related to a variety of assignments such as the design and construction of new development/construction projects; reviews plans and inspects projects; collects and presents data and prepares reports; provides information and advice to the public in person and over the telephone.

#### ESSENTIAL FUNCTIONS:

- Designs, prepares and evaluates preliminary and final plans and specifications for a variety of public works, County and local agency building, facility roadway, traffic and wastewater/water plant design, maintenance and retrofitting projects.
- Conducts reviews of plans, cost estimates and reports for development/construction projects; ensures adequacy and conformance to applicable codes and regulations; coordinates efforts with other County staff and outside agencies; administers permits and change orders.
- Performs field inspections to ensure proper construction management; performs final inspections with contractor; prepares correction punch lists; reviews as-built drawings.
- Prepares and assembles plans, specifications and contract documents; prepares construction cost estimates.
- Reviews proposed development/construction plans, traffic, and title reports and provides engineering conditions/recommendations to County staff to prepare presentations for commissions, boards, committees, etc.
- Reviews utilities and landscape/irrigation plans for residential and commercial projects; prepares connection permits.
- Responds to inquiries from property owners, developers, real estate agents, engineers, surveyors, contractors and County staff in regard to existing properties and proposed development projects; reviews citizen complaints, performs research and responds in a timely manner.
- Reviews projects, title reports and legal descriptions associated with the division of land; reviews certificates of amendments to the recorded plats.
- Administers permit files; purges files for scanning; prepares Notices of Completion; prepares Excel spreadsheets for capital assets to be capitalized and forward to Finance Department.
- Reviews and provides feedback on proposed revisions to existing ordinances and

design standards.

- Makes presentations and prepares materials for boards, commissions and community groups.
- **Contributes to the efficiency** and effectiveness of the unit's service to its customers by offering suggestions and directing or participating as an active member of a team.
- Represents the County with dignity, integrity, and a spirit of cooperation in all relationships with staff and the public.

### **QUALIFICATIONS:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

### **Education and Experience:**

Bachelor's degree in Civil Engineering, or a related field; two (2) years of civil engineering experience; OR an equivalent combination of education, training and experience.

### **Required Knowledge and Skills**

Knowledge of:

- Engineering objectives, principles, procedures, standards, practices and information sources.
- Public works design and construction principles, methods and materials.
- Applicable laws, codes and regulations. Project design and management principles and techniques.
- Statistical analysis and mathematical concepts related to the engineering process.
- Terminology, symbols, methods, techniques and instruments used in engineering graphics and drafting.
- Principles and practices of materials and soils analysis and grading.
- Computer applications related to the work.
- Record keeping principles and practices.
- Safety principles and practices related to the work.
- Correct business English, including spelling, grammar and punctuation.
- Techniques for dealing with the public, in person and over the telephone.

Skill in:

- Understanding and applying federal, state and local laws, regulations, policies, procedures and standards pertaining to engineering and construction.
- Performing technical, detailed engineering design, computer modeling and related project development.
- Researching, analyzing, and summarizing engineering data both manually and with computer applications.
- Interpreting maps, plans and specifications, graphs and statistical data.
- Making complex engineering calculations quickly and accurately.
- Preparing clear, concise and complete technical documents, reports, correspondence and other written materials.
- Exercising sound independent judgment within established procedural guidelines.
- Working without close supervision in standard work situations.
- Establishing and maintaining effective working relationships with those contacted in the course of the work.

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### **REQUIRED CERTIFICATES, LICENSES, AND REGISTRATIONS:**

- Nevada Driver's License.
- Nevada Professional Engineer License.

**PHYSICAL DEMANDS & WORKING ENVIRONMENT:**

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Mobility to work in typical office and field construction settings and use standard office equipment; stamina to sit for extended periods of time; strength to lift and carry up to 20 pounds; agility to traverse terrain and construction sites; vision to read printed materials and a computer screen, and hearing and speech to communicate in over the telephone and radio systems.

**CONDITIONS OF EMPLOYMENT:**

1. *Continued employment is contingent upon all required licenses and certificates being maintained in active status without suspension or revocation.*
2. *Employment is contingent upon successful completion of background/screening.*
3. *Douglas County participates in E-Verify and will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS, with information from each applicant's Form I-9 to confirm work authorization. All candidates who are offered employment must complete Section 1 of the Form I-9 along with the required proof of their right to work in the United States and proof of their identity prior to starting employment. Please be prepared to provide required documentation as soon as possible after the job offer is made.*

**I have read and understand the contents of this Job Description, and I have received a copy of this Job Description for my records.**

**PRINT NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:**

\_\_\_\_\_

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## Civil Engineering Plans Examiner

Class Code:  
3100

Bargaining Unit: Non-Contract Employees

DOUGLAS COUNTY (NV)  
Established Date: Jul 1, 2015  
Revision Date: Jul 1, 2015

### SALARY RANGE

\$22.34 - \$33.51 Hourly  
\$46,467.20 - \$69,700.80 Annually

#### FLSA:

Exempt

#### SUMMARY:

Responsible for providing engineering duties related to the design and construction of new development projects; leads and performs reviews of plans and inspects projects; collects and presents data and prepares reports; provides information and advice to the public and staff.

#### ESSENTIAL FUNCTIONS:

- Conducts **reviews** of plans, cost estimates and reports for development projects; ensures adequacy and conformance to applicable codes and regulations; coordinates efforts with other staff and outside agencies; administers permits and change orders.
- **Performs field inspections** to ensure proper construction management; performs final inspections with contractor; prepares correction punch lists.
- Performs **field review of proposed development** sites to identify issues and requirements for proposed development.
- **Reviews proposed development plans**, traffic, and title reports and provides engineering conditions/recommendations to County staff to prepare presentations for Planning Commission, Board of County Commissioners, and Administrative Hearing Panel meetings.
- **Reviews utilities and landscape/irrigation** plans for residential and commercial projects; prepares connection permits.
- **Responds to inquiries from property owners**, developers, real estate agents, engineers, surveyors, contractors and County staff in regard to existing properties and proposed development projects; reviews citizen complaints, performs research and responds in a timely manner.
- **Reviews projects**, title reports and legal descriptions associated with the division of land; reviews certificates of amendments to the recorded plats.
- **Administers permit files**; purges files for scanning; prepares Notices of Completion; prepares Excel spreadsheets for capital assets to be capitalized and forward to Finance Department.
- Reviews and provides feedback on proposed revisions to existing ordinances and design standards.
- Contributes to the efficiency and effectiveness of the unit's service to its customers by offering suggestions and directing or participating as an active member of a team.
- Represents the County with dignity, integrity, and a spirit of cooperation in all

relationships with staff and the public.

**QUALIFICATIONS:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

**Education and Experience:**

Bachelor's degree in Engineering from an ABET accredited organization, or a related field; two (2) years of civil engineering experience; OR an equivalent combination of education, training and experience.

**Required Knowledge and Skills**

Knowledge of:

- Engineering objectives, principles, procedures, standards, practices and information sources.
- Public works design and construction principles, methods and materials.
- Applicable laws, codes and regulations.
- Project design and management principles and techniques.
- Statistical analysis and mathematical concepts related to the engineering process.
- Terminology, symbols, methods, techniques and instruments used in engineering graphics and drafting.
- Principles and practices of materials and soils analysis and grading.
- Computer applications related to the work.
- Record keeping principles and practices.
- Safety principles and practices related to the work.
- Correct business English, including spelling, grammar and punctuation.
- Techniques for dealing with the public, in person and over the telephone.

Skill in:

- Understanding and applying federal, state and local laws, regulations, policies, procedures and standards pertaining to engineering and construction.
- Performing technical, detailed engineering design, computer modeling and related project development.
- Researching, analyzing, and summarizing engineering data both manually and with computer applications.
- Interpreting maps, plans and specifications, graphs and statistical data.
- Making complex engineering calculations quickly and accurately.
- Preparing clear, concise and complete technical documents, reports, correspondence and other written materials.
- Exercising sound independent judgment within established procedural guidelines.
- Working without close supervision in standard work situations.
- Establishing and maintaining effective working relationships with the public and staff.

**REQUIRED CERTIFICATES, LICENSES, AND REGISTRATIONS:**

- Nevada Driver's License.

**PHYSICAL DEMANDS & WORKING ENVIRONMENT:**

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable

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accommodations may be made to enable individuals with disabilities to perform the essential functions.

Mobility to work in typical office and field construction settings and use standard office equipment; stamina to sit for extended periods of time; strength to lift and carry up to 20 pounds; agility to traverse terrain and construction sites; vision to read printed materials and a computer screen, and hearing and speech to communicate in over the telephone and radio systems.

**CONDITIONS OF EMPLOYMENT:**

1. *Continued employment is contingent upon all required licenses and certificates being maintained in active status without suspension or revocation.*
2. *Employment is contingent upon successful completion of background/screening.*
3. *Douglas County participates in E-Verify and will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS, with information from each applicant's Form I-9 to confirm work authorization. All candidates who are offered employment must complete Section 1 of the Form I-9 along with the required proof of their right to work in the United States and proof of their identity prior to starting employment. Please be prepared to provide required documentation as soon as possible after the job offer is made.*

**I have read and understand the contents of this Job Description, and I have received a copy of this Job Description for my records.**

**PRINT NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

\_\_\_\_\_

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## Town Maintenance Supervisor

Bargaining Unit: Non-Contract Employees

Class Code:  
3490

DOUGLAS COUNTY (NV)  
Established Date: Jul 1, 2015  
Revision Date: Jul 10, 2015

### SALARY RANGE

\$25.06 - \$37.59 Hourly  
\$52,124.80 - \$78,187.20 Annually

#### **FLSA:**

Exempt

#### **SUMMARY:**

Responsible for coordinating assignment, direction, and completion of the work of unskilled and semi-skilled staff related to the operation, maintenance and upkeep of Town refuse collection, roadways, buildings, utilities operations, and parks grounds/facilities.

#### **ESSENTIAL FUNCTIONS:**

- Plans, organizes, coordinates, assigns, provides direction and reviews the work of staff engaged in parks and various park, recreation area and landscape construction, maintenance and renovation work, and utilities operations.
- Assists in the development and implementation of goals, objectives, policies, procedures, and work standards for the area of responsibility; provides input into the budget development and administration process.
- Trains staff and provides for their professional development.
- Plans and coordinates projects performed by Town staff; estimates time, cost, labor and material needs; assigns personnel and orders necessary equipment and materials; provides technical assistance to staff.
- Inspects work in process; makes field decisions regarding modifications; provides technical advice to staff and solves operational problems; inspects the work of contractors and approves work in progress and upon completion.
- Reviews the work of staff; identifies problem areas and directs corrective action; counsels employees and initiates discipline as necessary; completes performance evaluation as required.
- Performs crew duties as required.
- Ensures that safe work practices and procedures are followed and that appropriate safety equipment is utilized; conducts safety meetings.
- Responds to questions and complaints from the public; ensures satisfactory resolution; acts as liaison with other agencies and organizations involved with maintenance projects; coordinates activities with those of other Towns and County organizational units; provides for emergency repair as required.
- Directs the requisitioning of materials, supplies and equipment for maintenance and repair work; ensures adequate supply inventories.
- Maintains a variety of records; makes periodic and special reports of work performed.
- Represents the County with dignity, integrity, and a spirit of cooperation in all relationships with staff and the public.

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**QUALIFICATIONS:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

**Education and Experience:**

Two (2) years of college level coursework in ornamental horticulture, construction management or a field related to the work; AND four (4) years of experience in park maintenance, trades, or public works construction; OR an equivalent combination of education, training and experience.

**Required Knowledge and Skills**

Knowledge of:

- Principles and practices of employee supervision, including selection, work planning, organization, performance review and evaluation, and employee training and discipline.
- Basic welding/fabricating, AC wiring and carpentry.
- Administrative principles and practices including goal setting, program development and budget administration.
- Principles and practices pertaining to roadway construction, maintenance, repair and renovation.
- Methods and techniques of soil preparation and of planting, transplanting, cultivating, pruning and maintaining a variety of lawns, ground cover, plants, shrubs, hedges and trees found in parks and municipal landscaping.
- Installation, maintenance and repair of irrigation systems and related pumping systems.
- Safety practices, safe work methods and safety regulations pertaining to the work.
- Computer applications related to the work.
- Applicable laws, codes and regulations.
- Correct business English, including spelling, grammar and punctuation.
- Techniques for dealing with the public, in person and over the telephone.

Skill in:

- Assigning, directing and instructing the work of staff.
- Safely using and maintaining hand and power tools related to the work.
- Performing general maintenance work, individually or as a member of a crew, in various areas.
- Making accurate arithmetic calculations.
- Reading and interpreting plans, maps and instructions.
- Understanding and following oral and written directions.
- Preparing basic records and reports of work performed.
- Operation of a variety of vehicles and heavy equipment.
- Contributing effectively to the accomplishment of team or work unit goals, objectives and activities.

**REQUIRED CERTIFICATES, LICENSES, AND REGISTRATIONS:**

- Nevada Class B Driver's License with an airbrake endorsement.
- May require Nevada Restricted Use Pesticide certification.

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- May require American Waste Water Association (AWWA) or State of Nevada certificate, Grade III, as Water Distribution, Wastewater Collection, Water Treatment Plant Operator, or Wastewater Treatment Plant Operator certifications.
- First Aid and CPR certification within six (6) months of date of employment.

**PHYSICAL DEMANDS & WORKING ENVIRONMENT:**

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Strength and mobility to work in a typical field or shop maintenance setting, including operating hand and power tools; stamina to perform sustained physical labor, including standing, walking, climbing and working in confined or awkward spaces; strength to lift and maneuver materials and equipment weighing up to 50 pounds with proper equipment; vision to read printed materials; and hearing and speech to communicate in person or over a radio or telephone.

Work is subject to exposure to extreme weather conditions, hazardous chemicals, electrical currents, gases, dust and noxious odors.

**CONDITIONS OF EMPLOYMENT:**

1. *Continued employment is contingent upon all required licenses and certificates being maintained in active status without suspension or revocation.*
2. *Employment is contingent upon successful completion of background/screening.*
3. *Douglas County participates in E-Verify and will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS, with information from each applicant's Form I-9 to confirm work authorization. All candidates who are offered employment must complete Section 1 of the Form I-9 along with the required proof of their right to work in the United States and proof of their identity prior to starting employment. Please be prepared to provide required documentation as soon as possible after the job offer is made.*

**I have read and understand the contents of this Job Description, and I have received a copy of this Job Description for my records.**

**PRINT NAME:** \_\_\_\_\_

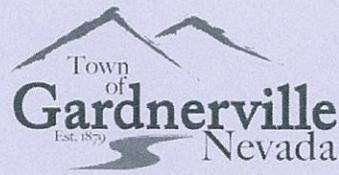
**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

12-23

# Gardnerville Town Board

## AGENDA ACTION SHEET



1. **For Possible Action:** Discussion to approve, approve with modifications or deny the request to sign an interlocal agreement between Douglas County and the Town of Gardnerville on maintenance of the future multi modal trail along the Martin Slough, south of Zerolene and north of the existing Martin Slough Nature Trail, adjacent to the Chichester Estate subdivision, at the Martin Slough Ponds, southeast of the intersection of Chichester Drive and Gilman Ave; with public comment prior to Board action.
2. **Recommended Motion:** Motion to approve with modifications interlocal agreement between Douglas County and the Town of Gardnerville on maintenance of the future multi modal trail along the Martin Slough, modifying the maintenance schedule to tie into the town maintenance program which will substantially comply with maintenance Schedule on Exhibit C.

Funds Available:  Yes       N/A – will be budgeted for in future years

3. **Department:** Administration

4. **Prepared by:** Tom Dallaire

5. **Meeting Date:** August 4, 2015    **Time Requested:** 20 minutes

6. **Agenda:**  Consent       Administrative

**Background Information:** The town supported and partnered with the county on funding the NDOT TAP application for the multi-modal trail. RO Anderson is preparing the construction documents for the trail. This easement is described as an access easement. A utility easement will also be needed and recorded for the fiber optic line along this route as well. This will be done at the end so the alignment of the final install location can be recorded.

We are working on some minor changes in the route which exceed the studied areas of the current path alignment. Once again, it will be easier to relocate the path now than in the future. This will be an additional charge for the town to change. I am waiting on a price to approve from RO Anderson Engineering.

7. **Other Agency Review of Action:**  Douglas County       N/A

8. **Board Action:**

Approved  
 Denied

Approved with Modifications  
 Continued

**INTER-LOCAL AGREEMENT  
BETWEEN**

**DOUGLAS COUNTY,**  
a political subdivision of the State of Nevada  
P.O. Box 218  
Minden, Nevada 89423  
(775) 782-9821

**AND  
THE UNINCORPORATED:**

**TOWN OF MINDEN**  
1604 Esmeralda Avenue, Suite 101  
Minden, NV 89423  
(775) 782-5976

**TOWN OF GARDNERVILLE**  
1407 Highway 395 North  
Gardnerville, NV 89410  
(775) 782-7134

THIS INTER-LOCAL AGREEMENT FOR MAINTENANCE of portions of the Martin-Slough shared use path funded by Nevada Department of Transportation (hereinafter "Agreement") is entered into and between the Douglas County, a political subdivision of the State of Nevada (hereinafter "County") and the Towns of Minden (hereinafter "Minden") and Gardnerville (hereinafter "Gardnerville"), unincorporated towns and a political subdivisions of the State of Nevada, all of which may be collectively referred to hereinafter as the "Parties" or individually as the "Party."

**RECITALS:**

WHEREAS, in partnership with Minden and Gardnerville, the County has been awarded a grant from the State of Nevada through the Nevada Department of Transportation (hereinafter "NDOT") Transportation Alternatives Program for the design, permitting and construction of an approximately 2.61 mile long paved pedestrian and bicycle trail, generally along the alignment of the Martin Slough (hereinafter "Martin-Slough Trail") in an amount not to exceed \$585,238.00; and

WHEREAS, Minden and Gardnerville have committed to working in partnership with the County to fulfill the maintenance obligations required per the NDOT Cooperative Agreement for the Martin-Slough Trail, which traverses through the jurisdictional boundaries of each entity; and

**NOW, THEREFORE**, based on good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises and conditions contained herein, the Parties agree as follows:

1. The Parties are authorized by NRS Chapter 277.180, Chapter 269 and Chapter 244 of the Nevada Revised Statutes to enter into agreements to perform any governmental service, activity or undertaking which any one or more of the agencies are authorized by law to perform.
2. The County, as a sub-recipient of Federal Transportation Alternatives grant funds, entered a Cooperative Agreement with NDOT, a copy of which is attached hereto as Attachment "A", ensuring compliance with applicable Federal and State of Nevada regulations and policies, including acceptance of maintenance responsibilities for the improvements constructed with the use of the grant monies.
3. Once fully constructed the Martin-Slough Trail will provide a Class One multi-purpose trail with a ten foot wide paved section within a minimum 15-foot wide easement from the south end of the current terminus of Jake's Wetland Trail Head in Minden to the existing paved trail located south of Chichester Ponds in Gardnerville.
4. As portions of the Martin-Slough Trail are currently maintained by the respective Party in whose jurisdictional boundaries the portions are located, it is prudent and necessary to describe each Parties maintenance responsibility for sections of the Martin-Slough Trail to not only ensure the County's compliance with the NDOT Cooperative Agreement, and to provide a safe alternative transportation option and recreation opportunities.
5. Each Party agrees to be responsible for and will provide maintenance and on-going repair on the sections of the Martin-Slough Trail as identified and delineated in the Martin Slough Multimodal Trail Schematic Alignment, attached hereto as Attachment "B," and incorporated herein by this reference as the Martin-Slough Trail is a benefit to the residents and citizens of the County, Minden, and Gardnerville. Maintenance responsibilities begin pursuant to this Agreement for a 20 year period by each Party upon completion of construction and NDOT's acceptance of the Martin-Slough Trail Project. Maintenance responsibilities per this Agreement do not reflect or effect ownership of the real property over which the Martin-Slough Trail is located. At the end of the term of this Agreement each Party will be responsible for maintenance pursuant to its obligations per State and local laws, ordinances and policies.
6. Each Party agrees to be responsible for and will conduct annual and routine maintenance including, but not limited to: picking up and/or removing trash and other debris, removing weeds, removing or pruning other plants, trees or shrubs which interfere with the safe use of the Martin-Slough Trail. Additionally, other maintenance including but not limited to the sealing (fog & slurry) and mill overlay of the paved section of the Martin-Slough Trail must be performed, as necessary and consistent with the Maintenance Schedule and Estimated Costs, attached and incorporated herein as Attachment "C".

7. Each Party agrees the level of maintenance effort shall be commensurate with the County's overall maintenance budget as allocated by the County's governing body as required by paragraph 27 of the Cooperative Agreement with NDOT, Attachment "A". The estimated cost of maintenance for a 20-year period per Party based on square footage of the Martin-Slough Trail, except for existing constructed portions, is set forth in Attachment "C".

8. Should NDOT per the Cooperative Agreement Attachment "A" including but not limited to paragraph 13, terminate the Cooperative Agreement and seek reimbursement from the County for grant fund payments made to the County and costs incurred by NDOT due, in part or in whole, to the failure to perform maintenance, Gardnerville and Minden will be responsible to proportionately pay its reimbursement share to the County or NDOT based on the square footage of trail as set forth in Attachments "C," only if, and to the extent, such failure to perform maintenance occurred in each Town. Each Town shall only have liability hereunder proportionate to the extent it failed to perform its maintenance obligations, if any.

9. The Parties agree to work cooperatively to ensure the efficient, safe and economical maintenance of the Martin-Slough Trail.

10. The recitals are an integral part of this Agreement and are hereby incorporated into and are made part of the terms of this Agreement.

11. The Parties represent and warrant that they have the authority to enter into this Agreement.

12. Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against any of the Parties.

13. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement. The recitals shall be an integral part of this Agreement and are hereby incorporated into and are a part of this Agreement.

14. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement for the Vista Grande Enhancement Project.

**TOWN OF MINDEN**

**TOWN OF GARDNERVILLE**

By: \_\_\_\_\_  
Roxanne Stangle, Chairwoman  
Minden Town Board

By: \_\_\_\_\_  
Lloyd Higuera, Chairman  
Gardnerville Town Board

**DOUGLAS COUNTY**

By: \_\_\_\_\_  
Doug N. Johnson, Chairman  
Board of County Commissioners

Attest:

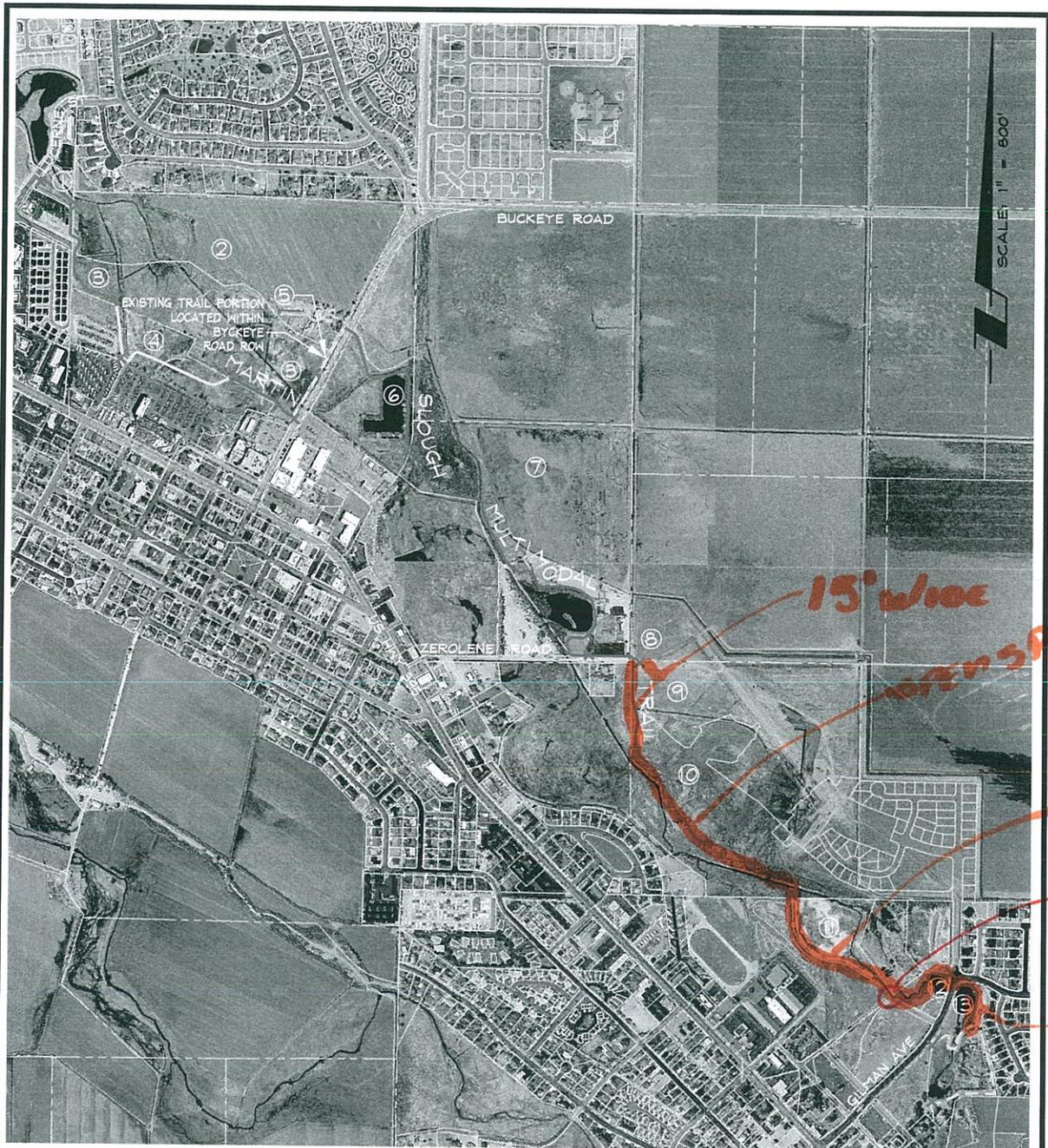
By: \_\_\_\_\_  
Kathy Lewis, Clerk-Treasurer

# EXHIBIT A

**EXHIBIT B**

# EXHIBIT C

4819-8608-2597, v. 1



Y:\Client\_Files\010\0110-107\CAD\Engineering\Exhibits\MARTIN\_SLOUGH\_TRAIL\_PLAN.dwg 6/4/2015 11:21:26 AM Marie A. Hulise

LEGEND	PARCEL	MAINTENANCE RESPONSIBILITY	APN
PROPOSED TRAIL FOR NDOT TRANSPORTATION ENHANCEMENT PROGRAM FUNDING	1	TOWN OF MINDEN	1320-30-610-002
PROPOSED TRAIL TO BE BUILT BY OTHERS	2	TOWN OF MINDEN	1320-29-301-006
EXISTING TRAIL	3	DOUGLAS COUNTY	1320-29-301-007
PROPOSED UTILITY PULL BOX	4	TOWN OF MINDEN	1320-29-401-018
	5	TOWN OF MINDEN	BUCKEYE RD. ROW
	6	DOUGLAS COUNTY	1320-29-402-014
	7	TOWN OF MINDEN	1320-29-000-014
	8	TOWN OF MINDEN	1320-33-001-008
	9	TOWN OF GARDNERVILLE	1320-33-210-072
	10	TOWN OF GARDNERVILLE	1320-32-614-002
	11	TOWN OF GARDNERVILLE	1320-33-301-006
	12	TOWN OF GARDNERVILLE	1320-33-310-002
	13	TOWN OF GARDNERVILLE	1320-33-310-006

**RO Anderson**  
 WWW.ROANDERSON.COM

NEVADA  
 1603 Esmeralda Ave  
 P.O. Box 2224  
 Minden, NV 89423  
 p 775.782.2322  
 f 775.782.7084

CALIFORNIA  
 595 Tahoe Keys Blvd  
 Suite A-2  
 South Lake Tahoe, CA 96150  
 p 530.600.1660  
 f 775.782.7084

MARTIN SLOUGH MULTIMODAL TRAIL  
 SCHEMATIC ALIGNMENT

06/04/15

13-9

## 20 Year Maintenance Cost Estimate Martin Slough Trail

<u>Agency:</u>		Area of Trail (Sf)	Maintenance Schedule		Cost (\$f)
Town of Minden	(TOM)	51,400	Fog Seal	Years 5, 8, 16	\$0.08
Town of Gardnerville	(TOG)	37,750	Type 1 Slurry	Year 12	\$0.15
Douglas County	(DC)	24,350	Mill & Overlay	Year 20	\$2.75
			Trash & Weeds	Annual	\$1,500

Year	TOM	TOG	DC
1	\$1,500.00	\$1,500.00	\$1,500.00
2	\$1,500.00	\$1,500.00	\$1,500.00
3	\$1,500.00	\$1,500.00	\$1,500.00
4	\$1,500.00	\$1,500.00	\$1,500.00
5	\$5,612.00	\$4,520.00	\$3,448.00
6	\$1,500.00	\$1,500.00	\$1,500.00
7	\$1,500.00	\$1,500.00	\$1,500.00
8	\$5,612.00	\$4,520.00	\$3,448.00
9	\$1,500.00	\$1,500.00	\$1,500.00
10	\$1,500.00	\$1,500.00	\$1,500.00
11	\$1,500.00	\$1,500.00	\$1,500.00
12	\$9,210.00	\$7,162.00	\$5,152.00
13	\$1,500.00	\$1,500.00	\$1,500.00
14	\$1,500.00	\$1,500.00	\$1,500.00
15	\$1,500.00	\$1,500.00	\$1,500.00
16	\$5,612.00	\$4,520.00	\$3,448.00
17	\$1,500.00	\$1,500.00	\$1,500.00
18	\$1,500.00	\$1,500.00	\$1,500.00
19	\$1,500.00	\$1,500.00	\$1,500.00
20	\$142,850.00	\$105,312.00	\$68,462.00
<b>Total</b>	<b>\$191,396.00</b>	<b>\$148,534.00</b>	<b>\$106,458.00</b>

COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT  
MARTIN SLOUGH SHARED USE PATH

This Agreement is made and entered the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the STATE OF NEVADA, acting by and through its Department of Transportation (hereinafter "DEPARTMENT") and Douglas County, 1594 Esmeralda Avenue,, Minden, NV 89423 (hereinafter "COUNTY").

WITNESSETH:

WHEREAS, agreements between the DEPARTMENT and local public agencies are authorized under Nevada Revised Statutes (NRS) Chapters 277 and 408; and

WHEREAS, the DEPARTMENT and the Nevada Division of the Federal Highway Administration (FHWA) have entered into a Stewardship Agreement pursuant to Title 23 United States Code (U.S.C.) § 106; and

WHEREAS, NRS 408.245 authorizes the DEPARTMENT to act as agent and to accept federal funds on behalf of local public agencies; and

WHEREAS, 23 Code of Federal Regulations (CFR) § 635.105(c) provides that when a local public agency project is located on a street or highway over which the DEPARTMENT does not have legal jurisdiction, or when special conditions warrant, the DEPARTMENT may arrange for the local public agency having jurisdiction over such street or highway to perform the work with its own forces or by contract provided certain conditions are met; and

WHEREAS, the COUNTY will design, acquire right-of-way, adjust and/or relocate utility facilities, advertise, award, and manage construction of a shared use path as outlined in the Project Scope attached hereto and incorporated herein as Attachment A (hereinafter "PROJECT"); and

WHEREAS, the PROJECT has been approved for Federal Transportation Alternatives (TAP) funds; and

WHEREAS, the COUNTY is a sub-recipient of federal transportation funds, Catalog of Federal Domestic Assistance (C.F.D.A.) Number 20.205 will be used for reporting purposes; and

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

ARTICLE I - DEPARTMENT AGREES:

1. To assist the COUNTY with: (a) completing the National Environmental Policy Act (NEPA) documentation in conformance with 23 CFR Part 771 and (b) obtaining the environmental permits and clearances.
2. To ensure that the COUNTY's actions are in accordance with applicable Federal and State regulations and policies.
3. To obligate Federal Transportation Alternatives funding for a maximum amount of

Five Hundred Eighty-Five Thousand, Two Hundred Thirty-Eight and No/100 Dollars (\$585,238.00).

4. To establish a Project Identification Number to track all PROJECT costs.
5. Once the funding is obligated, to provide the COUNTY with a written "Notice to Proceed" authorizing the advertisement, award and construction management of the PROJECT.
6. To ensure that applicable environmental laws and regulations are met on the PROJECT and to certify the PROJECT to FHWA in accordance with Federal requirements.
7. To review and comment on the COUNTY's design (including plans, specifications, and estimates) within Fifteen (15) working days from receipt of submittal 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 assign DEPARTMENT Right-of-Way Engineering staff to review and approve the mapping, title reports, and legal descriptions for those parcels to be acquired to ensure compliance with State and Federal regulations and standards.
9. 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.
10. To prepare the "Resolution Consenting to Relinquishment and Land Transfer Agreement" and "Resolution of Relinquishment."
11. To submit to the COUNTY the "Resolution Consenting to Relinquishment and Land Transfer Agreement" for presentation to the COUNTY's governing body for approval.
12. To assign a Right-of-Way Agent to provide guidance and oversight to ensure all utility relocations are performed in accordance with State and Federal regulations including, but not limited to Nevada Administrative Code (NAC) Chapter 408 and 23 CFR Part 645.
13. To ensure that applicable right-of-way laws and regulations are met on this PROJECT and to document those actions taken in accordance with the DEPARTMENT's administrative requirements.
14. To provide an overall Disadvantaged Business Enterprise (DBE) participation goal and/or training hours for the PROJECT based on the DEPARTMENT's DBE Program, subject to and in accordance with Federal and State law and any other applicable laws, rules and regulations.
15. To review the DBE information submitted to the COUNTY by bidders on the PROJECT for compliance with 49 CFR Part 26 and to provide the COUNTY with the results of such review.
16. To review and approve the COUNTY's procedures utilized for advertising, bid opening, and award of the PROJECT, so that the DEPARTMENT may satisfy itself that the same are in accordance with applicable Federal requirements.

17. To ensure that all reporting and project documentation, as necessary for financial management and required by applicable Federal requirements, is submitted by the DEPARTMENT to the FHWA.

18. To authorize the COUNTY to proceed with the advertisement and 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 by FHWA. The DEPARTMENT shall issue such authorization through a written "Notice to Proceed".

19. To assign a Local Public Agency Coordinator and a resident engineer to act as the DEPARTMENT's representatives to monitor the COUNTY's compliance with applicable Federal and State requirements.

20. To review, and approve when acceptable to the DEPARTMENT, 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 shall constitute approval. Approval of said addenda, supplementals, and change orders does not alter the maximum reimbursement to the COUNTY as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT eligible PROJECT costs as established in ARTICLE III, Paragraph 5.

21. To review the COUNTY's as-built plans and to attend the COUNTY final inspection of the PROJECT.

22. To reimburse the COUNTY upon receipt of an invoice for ninety-five percent (95%) of eligible PROJECT costs based on supporting documentation minus any DEPARTMENT eligible PROJECT costs. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT eligible PROJECT costs as established in ARTICLE III, Paragraph 5. Eligible PROJECT costs are those costs as defined in the applicable Federal Office of Management and Budget (OMB) Circulars, including but not limited to those listed on Attachment B, attached hereto and incorporated herein, and the State Administrative Manual (SAM), incorporated herein by reference. The SAM may be obtained from <http://budget.nv.gov/MainDocuments/>.

## ARTICLE II - COUNTY 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) the completion of the NEPA documentation in conformance with 23 CFR Part 771; (c) the acquisition of environmental permits and clearances; (d) complete the survey and engineering to prepare right-of-way mapping, title reports, and legal descriptions for those parcels to be acquired; (e) coordinate utility relocations; and (g) 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, including but not limited to those listed in the FHWA "Contract Administration Core Curriculum Participant's Manual and Reference Guide" at <http://www.fhwa.dot.gov/programadmin/contracts/coretoc.cfm>, incorporated herein by reference. The PROJECT shall be designed and constructed in accordance with COUNTY standards. The PROJECT shall be operated and maintained in accordance with applicable Federal, State, and local laws, regulations, ordinances, and policies.

2. To provide the design for the PROJECT at no cost to the PROJECT.
3. To require those utility companies having franchise agreements with the COUNTY, 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 COUNTY.
4. To coordinate and provide a liaison for the relocation or adjustment of utilities in accordance with applicable State and Federal regulations, including but not limited to NAC Chapter 408 and 23 CFR Part 645.
5. To ensure that any utility relocations are in compliance with ADA requirements.
6. 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.
7. To hold a right-of-way setting meeting at the sixty percent (60%) design phase wherein the COUNTY 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.
8. To generate right-of-way mapping, title reports, and legal descriptions for the new right-of-way parcels to be acquired and to provide these documents to the DEPARTMENT for review and approval.
9. 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, which must include the provisions listed in Attachment C "Required Documents in Bid Packets of Projects," attached hereto and incorporated herein.
10. To provide the DEPARTMENT a written certification, accompanied by supporting documentation, evidencing that: (a) the proposed improvements will be constructed on property owned or authorized to be used by the COUNTY; (b) any right-of-way acquired for the PROJECT has been obtained in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended; and (c) any utility relocations and /or adjustments were completed in accordance with federal and state regulations. The COUNTY shall submit the certification to the DEPARTMENT concurrent with its provision of the ninety percent (90%) submittal.
11. To proceed with the PROJECT advertisement only after receiving a written "Notice to Proceed" from the DEPARTMENT.
12. To submit to the DEPARTMENT three (3) final sets of plans, specifications, estimates, and bid documents for the DEPARTMENT's use.
13. To perform the contract administration of the construction contract by providing

appropriate personnel to: (a) observe, review, inspect, and 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) be responsible for ensuring that all applicable NEPA 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 Federal requirements, and the contractor's acceptable fulfillment of the contract.

14. 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.

15. To allow the DEPARTMENT and its designated representatives to monitor all work associated with the PROJECT during construction.

16. To incorporate all required DBE goals and/or training hours into the contract for the PROJECT as well as all applicable Federal and State required provisions and terms regarding the DBE goals.

17. To submit to the DEPARTMENT the DBE information submitted by bidders on the PROJECT to show their compliance with 49 CFR Part 26 and to provide any supporting documentation required to clarify the DBE information provided for review by the DEPARTMENT prior to making a determination of the lowest responsive and responsible bidder.

18. To monitor the consultant and/or contractor on the PROJECT to ensure that DBE goals are being met in accordance with all applicable Federal and State laws, including but not limited to 49 CFR Part 26, and to make available to the DEPARTMENT all necessary documents to support compliance with the DBE standards.

19. To perform PROJECT documentation and quality control during contract administration according to the COUNTY's established procedures, as approved by the DEPARTMENT. If the COUNTY 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.

20. To provide to the DEPARTMENT all reporting and project documentation, as necessary for financial management, required by applicable Federal requirements and any future Federal reporting requirements and to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A available at <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>.

21. As work progresses on the PROJECT, the COUNTY shall provide the DEPARTMENT with monthly invoices for payment of the PROJECT costs. The final invoice must be submitted within 90 calendar days of completion of the PROJECT. 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 eligible PROJECT costs, as established in Article III, Paragraph 5. 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 attached hereto and incorporated herein, and the SAM.

22. To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed Thirty Thousand, Eight Hundred Two and No/100 Dollars (\$30,802.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the COUNTY's budgeted appropriations and the allocation of sufficient funds by the governing body of the COUNTY. The COUNTY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds.

23. To accept maintenance responsibilities for the improvements consisting of a shared use path constructed as part of the PROJECT upon its completion and the DEPARTMENT's final written acceptance of the PROJECT. The level of maintenance effort shall be commensurate with the COUNTY's overall maintenance budget allocated by the COUNTY's governing body.

24. To complete and sign Attachment D – "Affidavit Required Under Section 112(c) of Title 23 United States Code, Act of August 27, 1958 and Part 29 of Title 49, Code of Federal Regulations, November 17, 1987" and Attachment E – "Certification Required by Section 1352 of Title 31, United States Code, Restrictions of Lobbying Using Appropriated Federal Funds," "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities," and "Disclosure of Lobbying Activities" attached hereto and incorporated herein.

### 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, 2017, 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. Costs associated with this Agreement will be administered in accordance with the cost principles contained in 2 CFR Part 225 and other guidance including but not limited to those listed in Attachment B. Indirect costs are not eligible for reimbursement unless the COUNTY's indirect rate is approved by the cognizant federal agency and that approval is provided to the DEPARTMENT. Fringe benefit rates must be approved by the DEPARTMENT on an annual basis to be eligible for reimbursement.

3. The description of the PROJECT may be changed in accordance with Federal requirements and by mutual written consent of the parties.

4. Each party agrees to complete a joint final inspection prior to final acceptance of the work by the DEPARTMENT.

5. The following is a summary of PROJECT costs and available funds:

TOTAL ESTIMATED PROJECT COSTS:

DEPARTMENT Preliminary Engineering Costs:	\$ 5,000.00
DEPARTMENT Right-of-Way Costs:	\$ 15,000.00
DEPARTMENT Construction Engineering Costs:	\$ 5,000.00
COUNTY Construction Engineering Costs:	\$ 81,638.00
Construction Costs:	<u>\$718,600.00</u>

	<u>TOTAL</u>	<u>ESTIMATED</u>	<u>PROJECT</u>
<u>COSTS:</u>	\$825,238.00		

AVAILABLE FUNDING SOURCES:

Federal Transportation Alternatives Funds:	\$585,238.00
COUNTY Match Funds:	\$ 30,802.00
COUNTY Additional Funds:	<u>\$209,198.00</u>
<u>TOTAL PROJECT FUNDING:</u>	\$825,238.00

6. The COUNTY 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 direct costs incurred by the DEPARTMENT and the COUNTY for preliminary engineering, completing the NEPA process and acquiring environmental permits and clearances, right-of-way engineering, right-of-way acquisition, the relocation of utilities, construction engineering, and construction costs. The COUNTY match will be calculated using the applicable percentage of the total PROJECT costs eligible for Federal funding. Subject to budgeted appropriations and the allocation of sufficient funds by the governing body of the COUNTY prior to entering into this Agreement, the COUNTY is responsible for one hundred percent (100%) of all costs not eligible for Federal funding. The COUNTY agrees the DEPARTMENT and the State of Nevada are not responsible for any of those costs. Eligible PROJECT costs are those costs as defined in the applicable Federal OMB Circulars, including but not limited to those listed on Attachment B.

8. All right-of-way for the PROJECT is in place and no utility facilities, having prior rights or franchise agreements that require the COUNTY to pay for any relocation, will require relocation to accommodate the PROJECT. If it is subsequently determined that this is inaccurate, a written amendment to this Agreement designating the party having financial responsibility for such costs shall be required.

9. 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 a written 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.

10. The COUNTY'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. 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 or federal funding portion exceed the total

obligated amount, as established in Article I, Paragraph 3.

11. Plans, specifications, and estimates shall be reviewed by the DEPARTMENT for conformity with the Agreement terms. The COUNTY 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.

12. 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 Federal and/or State and/or COUNTY funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

13. Should this Agreement be terminated by the COUNTY for any reason prior to the completion of the PROJECT, or the Agreement is terminated by the DEPARTMENT due to the COUNTY's failure to perform, the COUNTY shall reimburse the DEPARTMENT for any payments made to the COUNTY and any PROJECT costs incurred by the DEPARTMENT.

14. 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., C.P.M.  
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 address: dmorton@dot.state.nv.us

FOR COUNTY: Erik Nilssen, P.E.  
Douglas County  
P.O. Box 218  
1594 Esmerelda Avenue  
Minden, NV 89423  
Phone: (775) 782-9063  
Fax: (775) 782-6297  
E-mail: enilssen@co.douglas.nv.us

15. Up to the limitation of law, including, but not limited to, NRS 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.

16. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages.

Actual damages for any DEPARTMENT or COUNTY 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.

17. 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 state district courts for enforcement of this Agreement.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. In connection with the performance of work under this Agreement, the parties agree 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.

25. 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 parties 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.

26. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

27. 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.

28. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

29. 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.

30. All references herein to federal and state code, law, statutes, regulations and circulars are to them, as amended.

31. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

32. 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.

Douglas County

State of Nevada, acting by and through its  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Doug Johnson, Chairman  
Board of County Commissioners

\_\_\_\_\_  
Director

Approved as to Form:

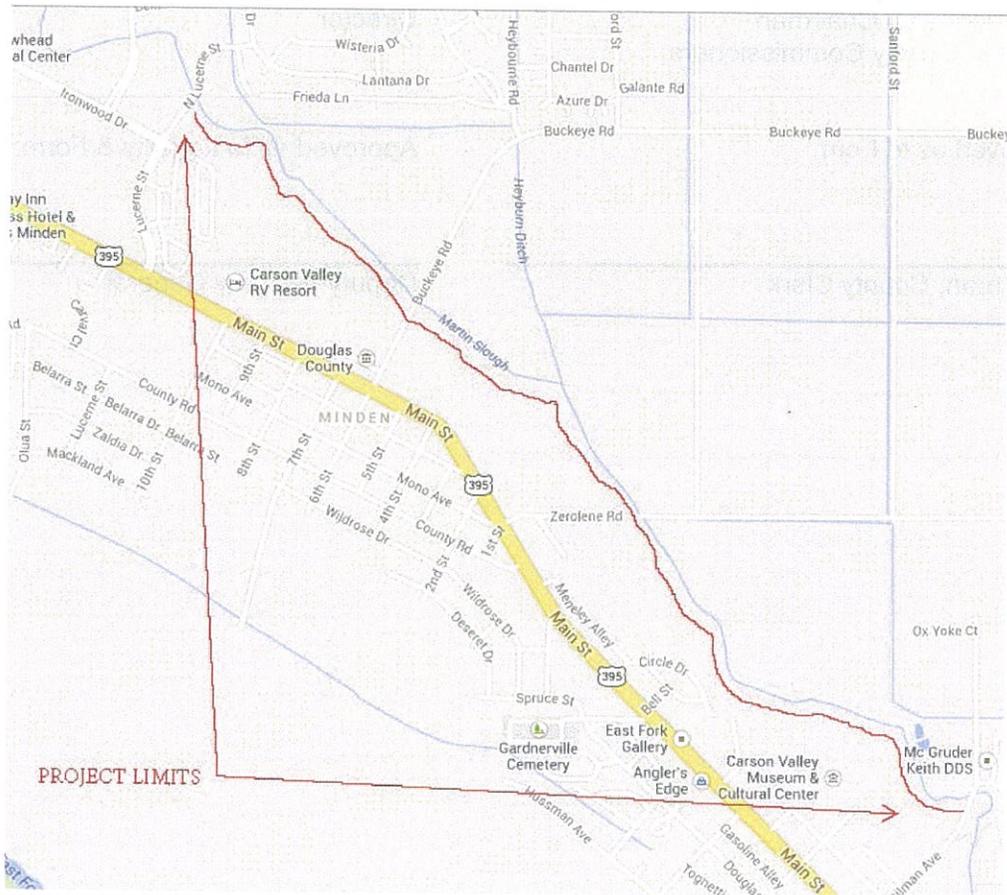
Approved as to Legality & Form:

\_\_\_\_\_  
Ted Thran, County Clerk

\_\_\_\_\_  
Deputy Attorney General

**Attachment A**  
**SCOPE OF WORK**  
**PROJECT**

The project consists of constructing a minimum 10 foot wide shared use path, approximately 13,800 feet in length, along the Martin Slough. The limits of the Project are from Gilman Avenue to Lucerne Street as depicted on the attached drawing.



18-22

## Attachment B

### Office of Management and Budget (OMB) Circulars

#### State and Local Governments

- 2 CFR 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
- OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments; as implemented in 43 CFR 12, Subpart C
- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as implemented in 43 CFR Part 12, Subpart A: Administrative and Audit Requirements and Cost Principles for Assistance Programs

#### Non-Profit Organizations

- 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122), except recipients listed in Appendix C to Part 230 are subject to Federal Acquisition Regulation (FAR) Subpart 31.2, Contracts with Commercial Organizations (Contract Cost Principles and Procedures)
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, hospitals, and Other Non-Profit Organizations, as implemented in 2 CFR 215 and 43 CFR Part 12, Subpart F
- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as implemented in 43 CFR Part 12, Subpart A: Administrative and Audit Requirements and Cost Principles for Assistance Programs

#### Organizations for Profit, Individuals and Others Not Covered Above

- Federal Acquisition Regulation (FAR) Subpart 31.2, Contracts with Commercial Organizations (Contract Cost Principles and Procedures)
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, hospitals, and Other Non-Profit Organizations, as implemented in 2 CFR 215 and 43 CFR Part 12, Subpart F
- FAR Subpart 42.1, Contract Audit Services; FAR Subpart 42.7, Indirect Cost Rates; FAR Subpart 42.8, Disallowance of Costs

The OMB Circulars can be found on:

<http://www.whitehouse.gov/OMB/circulars/index.html>

## Attachment C

### REQUIRED DOCUMENTS IN BID PACKETS OF PROJECTS

Federal Wage Rates, as provided by the Labor Commission, are included in all Federal Projects over \$2,000.00 \*

The following attached provisions and forms:

Required Contract Provisions Federal-aid Construction Contracts

Additional Contract Provisions Supplement to the weekly Certified Payrolls

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

Additional Contract Provisions Specific Equal Employment Opportunity Responsibilities

Additional Contract Provisions Minority Business Enterprise in Federal-aid Highway Construction

Affidavit Required Under Section 112(c)

Certification Required by Section 1352 of Title 31, United States Code (Restrictions of lobbying)

Bidder Disadvantaged Business and Small Business Enterprise (DBE/SBE) Information\*

List of Subcontractor and Suppliers Bidding

Bidder Subcontractor Information (exceeding 5%)\*\*

Bidder Subcontractor Information (exceeding 1% or \$50,000.00, whichever is greater)\*\*

Bidder Subcontractor Information (For subcontractors exceeding \$250,000.00)\*\*

\* Contact NDOT's Contract Compliance Division for information (775) 888- 7497

\*\* Or local agency equivalent

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any

purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex,

color, national origin, age or disability. Such action shall include: 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 apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates

the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by

the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the

award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

**III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

**IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are

exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the

classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

### 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either

directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the

journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR

4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not

include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

### IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

### X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

#### 1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier

Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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## 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### 2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier

covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## ADDITIONAL CONTRACT PROVISIONS

### SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS

In addition to the required payroll data as enumerated in Section V, Part 2 of the Form FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)", the Department is requiring that the employers insert, for their employees, an ethnic code and Male/Female identifier on each weekly certified payroll.

For standardization purposes the Department has established the following identification codes:

- #1 Native Americans: Persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians.
- #2 Black Americans: Persons having origins in any of the Black racial groups of Africa.
- #3 Asian-Pacific Americans: Persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas and/or which includes persons whose origin are from India, Pakistan, and Bangladesh.
- #4 Hispanic Americans: Persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race.
- #5 None of These: Persons not otherwise included in the above designations.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION  
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
  - a. "Covered Area" means the geographical area described in the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", of these special provisions.
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation

from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the

Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory affect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non- segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's non-compliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirement for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
16. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the Federal Highway Administration.
17. Required Reports: Standard Form 257 - a Standard Form 257 will be required monthly, from the prime contractor and all subcontractors working on the project.
18. FHWA 1409 (Federal-Aid Highway Construction Contractors Semiannual report).

(INSTRUCTIONS: This report is to be completed by the Contractor semiannually for each individual employed on this contract (including any subcontracts under it) who has received training during the reporting period under the training special provisions (Attachment 2 FHPM 6-4-1.2). The report is to be submitted by the 20th of the month following the reporting period (July 20 and January 20). The original of this report is to be furnished to the trainee and two copies submitted to the Nevada Department of Transportation.)

19. Required Reports: Form PR-1391 (Federal-Aid Highway Construction Contractors Annual EEO Reports).

This report should be submitted to the Nevada Department of Transportation by each Contractor and covered subcontractor for the month of July. Subcontractors should report contract and employment data pertaining to their subcontract work only. The staffing figures to be reported under employment data should represent the project work force on board in whole or in part for the last payroll period preceding the end of the month.

The staffing figures to be reported in Table A should include journey-level men and women, apprentices, and on-the-job trainees. Staffing figures to be reported in Tables B and C should only include apprentices and on-the-job trainees as indicated.

ADDITIONAL CONTRACT PROVISIONS  
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. General

- a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form FHWA-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, USC, as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.
- b. The contractor will work with the Nevada Department of Transportation and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.
- c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. Equal Employment Opportunity Policy

The Contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: 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 apprenticeship, preapprenticeship, and/or on-the-job training.

3. Equal Employment Opportunity Officer

The Contractor will designate and make known to the Nevada Department of Transportation contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy

- a. All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To insure that the above agreement will be met, the following actions will be taken as a minimum:
  - (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
  - (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the Contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the Contractor.
  - (3) All personnel who are engaged in directed recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Contractor's procedures for locating and hiring minority group employees.
- b. In order to make the Contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Contractor will take the following actions:
  - (1) Notices and posters setting forth the Contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - (2) The Contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment

- a. When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications, having a large circulation among minority groups in the area from which the project work force would normally be derived.
- b. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Contractor will, through this EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.

In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with equal employment opportunity contract provisions. (The U. S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)

- c. The Contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

## 6. Personnel Actions

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:

- a. The Contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all his avenues of appeal.

## 7. Training and Promotion

- a. The Contractor will assist in locating, qualifying and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded as indicated in said Training Special Provisions.

- c. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions

If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor either directly or through a Contractor's association acting as agent will include the procedures set forth below:

- a. The Contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The Contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.
- c. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the Nevada Department of Transportation and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the Nevada Department of Transportation.

9. Subcontracting

- a. The Contractor will use his best efforts to solicit bids from and to utilize Disadvantaged Business firms (minority and women-owned businesses) as subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of Disadvantaged Business Enterprise firms from the Contract Compliance Office of the Nevada Department of Transportation.

- b. The Contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports

- a. The Contractor will keep such records as are necessary to determine compliance with the Contractor's equal employment opportunity obligations. The records kept by the Contractor will be designed to indicate.
  - (1) The number of minority and non-minority group members and women in each work classification on the project.
  - (2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Contractors who rely in whole or in part on unions as a source of their work force),
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees and,
  - (4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Nevada Department of Transportation and the Federal Highway Administration.

ADDITIONAL CONTRACT PROVISIONS  
DISADVANTAGED BUSINESS ENTERPRISE  
IN FEDERAL-AID HIGHWAY CONSTRUCTION

DISADVANTAGED BUSINESS ENTERPRISE. This project is subject to Part 26, TITLE 49, Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs."

Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26.5 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently the DBE requirements of 49 CFR Part 26 apply to this agreement.

Obligation. (i) The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprise have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex or handicap in the award and performance of NDOT assisted contracts.

I. BIDDERS DBE AFFIRMATIVE ACTION REQUIREMENTS

- A. A bidder who intends to subcontract a portion of the work shall certify that affirmative action has been taken to seek out and consider disadvantaged business enterprises and women owned businesses as potential subcontractors.
- B. Affirmative action shall consist of seeking out disadvantaged business enterprises and women owned businesses that are potential subcontractors and actively soliciting their interest, capability and prices and documenting such action.
- C. "Socially and economically disadvantaged individual" means any person who is a citizen or lawful permanent resident of the United States and who is;
  - (a) Black (a person having origins in any of the black racial groups of Africa);
  - (b) Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Carribean Islands, regardless of race);
  - (c) Asian American (a person having origins in any of the original peoples of the Far East. Southeast Asia, the Indian subcontinent, or the Pacific Islands);
  - (d) American Indian and Alaskan Native (a person having origins in any of the original peoples of North America); or
  - (e) A woman
- D. Bidders shall be fully informed respecting the requirements of the Regulations; particular attention is directed to the following matters:
  - (a) A Disadvantaged Business Enterprise (DBE) must be a small business concern as defined pursuant to Section 3 of a U.S. Small Business Act; and 49 CFR Part 26.5

- (b) "Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

E. The Contractor shall designate and make known to the Engineer a liaison officer to administer the Contractor's disadvantaged business enterprise program.

**AFFIDAVIT REQUIRED UNDER SECTION 112(c)**  
**of Title 23 United States Code, Act of August 27, 1958**  
**and**  
**Part 29 of Title 49, Code of Federal Regulations,**  
**November 17, 1987.**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

I, \_\_\_\_\_ (Name of party signing this affidavit and the Proposal Form) \_\_\_\_\_ (title).

being duly sworn do depose and say: That \_\_\_\_\_

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

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

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
*Signature*

(SEAL)  
*other Official*

\_\_\_\_\_  
*Notary Public, Judge or*

**CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE**

**RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS**

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

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

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

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

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

\_\_\_\_\_  
Name (please type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

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

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

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

**DISCLOSURE OF LOBBYING ACTIVITIES**

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

Approved by OMB

0348-0046

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

**BIDDER DISADVANTAGED BUSINESS OR SMALL BUSINESS ENTERPRISE (DBE/SBE) INFORMATION**

Contract No.: \_\_\_\_\_ Contractor: \_\_\_\_\_

Project No(s): \_\_\_\_\_ Address: \_\_\_\_\_

Total Bid Amount \$ \_\_\_\_\_

Contract DBE/SBE Goal: \_\_\_\_\_ %.

This information must be submitted with the bid proposal. Please list all subcontractors used to fulfill the DBE/SBE requirements for this contract. A bidder unable to meet the DBE/SBE goal shall submit documentation to outline their Good Faith Efforts (GFE) toward meeting the contract goal. Total DBE/SBE participation is subject to verification. Please fill out the form completely. Use additional forms if necessary.

**DBE/SBE SUBCONTRACTORS:**

DBE/SBE NAME AND ADDRESS	DBE/SBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE/SBE SUB BID AMOUNT	DBE/SBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED

**A. TOTAL OF SUBCONTRACTOR DBE BID AMOUNT:**

**DBE/SBE SUPPLIERS:**

DBE/SBE NAME AND ADDRESS	DBE/SBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE/SBE SUPPLIER BID AMOUNT	60% DBE/SBE SUPPLIER BID AMOUNT (PARTICIPATION)	DBE/SBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED

**B. TOTAL OF SUPPLIER DBE PARTICIPATION AMOUNT:**

C. Total Dollar Value of DBE/SBE Participation\*\* (Add Totals from Lines A & B): \$ \_\_\_\_\_

D. Total Percent of DBE/SBE Participation (Divide Line C by Total Bid Amount): \_\_\_\_\_ %

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

\*DBEs/SBEs must be certified by the Nevada Unified Certification Program.

\*\*DBE/SBE Participation amount is 100% of the subcontractor's bid amount and 60% of the supplier's bid amount.

\_\_\_\_\_  
Telephone No.

13-52



**BIDDER SUBCONTRACTOR INFORMATION**

(For subcontractors exceeding one percent (1%) of bid amount or \$50,000, whichever is greater)

Contract No.: \_\_\_\_\_ Contractor: \_\_\_\_\_

Project No(s): \_\_\_\_\_ Address: \_\_\_\_\_

Bid Amount \$ \_\_\_\_\_

This information must be submitted by the three (3) lowest bidders no later than 2 hours after the bid opening time. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 1% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S),* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

13-524

\* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various." \_\_\_\_\_ Contractor's Signature \_\_\_\_\_ Date \_\_\_\_\_

Telephone No. \_\_\_\_\_





**Attachment D**

**AFFIDAVIT REQUIRED UNDER SECTION 112(c)  
of Title 23 United States Code, Act of August 27, 1958  
and  
Part 29 of Title 49, Code of Federal Regulations,  
November 17, 1987.**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

I, \_\_\_\_\_ (Name of party signing this  
affidavit and the Proposal Form) \_\_\_\_\_ (title).

being duly sworn do depose and say: That \_\_\_\_\_

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

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

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Notary Public, Judge or other Official*

Attachment E

**CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE  
RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS**

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

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

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

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

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

\_\_\_\_\_  
Name (please type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

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

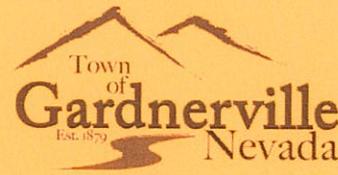
1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused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

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



# Gardnerville Town Board

## AGENDA ACTION SHEET



1. **For Possible Action: Discussion to award, award with modifications or deny the 2015 Hellwinkel Channel Project #08D01, PWP# DO 2015 246, the contract to Impact Construction in the amount of \$405,455.41, and authorizing the town manager to sign the award and contract, and provide approvals of project change orders up to 10% above the contract price, for a total amount of \$446,040.95**
  
2. **Recommended Motion: Award the Contract for the town project 2015 Hellwinkel Channel Project #08D01, PWP# DO 2015 246 to Impact Construction authorizing the town manager to sign the contract, and change order approvals up to 10% of the contract total project costs of 446,040.95.  
Funds Available:  Yes       N/A – Board designated funds**
  
3. **Department: Administration**
  
4. **Prepared by: Tom Dallaire**
  
5. **Meeting Date: November 4, 2014      Time Requested: 10 minutes**
  
6. **Agenda:  Consent       Administrative**

**Background Information:** We have been working on this project concept to construction for 10 years. We have performed 3 flood studies, Pine Nut, Martin Slough and Cottonwood Slough. This site specific study prepared a master drainage plan for Toler/ 395 crossing, and the "S" curve at Mission street, all benefiting from the construction of this channel. It will also underground the power along the path and relocate an existing power pole currently in the sidewalk at the channel entrance to the town site. The project will provide power to the Hellwinkel barns as well as provide for future fiber optic coming into the town office and GES school once the connection is complete to Gilman Ave. The construction entrance for the project is going to be on/off of Gilman Ave. We have permission from the adjacent property owner and contractor requested this change so he did not have to contend with residents and the school.

7. **Other Agency Review of Action:  Douglas County       N/A**
  
8. **Board Action:**  
 Approved       Approved with Modifications  
 Denied       Continued

2011-15 Hellwinkle Channel and Pathway Improvements

ITEM NO.	CORE PROJECT	UNITS	Engineers Estimate			Impact Construction			Curtis & Sons Construction Inc.			Schauer Excavation			Crockett Enterprises Inc		
			UNIT PRICE	BID AMOUNT	LINE ITEM	UNIT PRICE	LINE ITEM	UNIT PRICE	LINE ITEM	UNIT PRICE	LINE ITEM	UNIT PRICE	LINE ITEM	UNIT PRICE	LINE ITEM	UNIT PRICE	LINE ITEM
1	MOBILIZATION	1 LS	\$ 20,000.00	\$ 20,000.00	\$ 38,000.00	\$ 38,000.00	\$ 6,000.00	\$ 6,000.00	\$ 14,000.00	\$ 14,000.00	\$ 27,500.00	\$ 27,500.00					
2	TRAFFIC CONTROL	1 LS	\$ 5,000.00	\$ 5,000.00	\$ 2,750.00	\$ 2,750.00	\$ 6,000.00	\$ 6,000.00	\$ 9,000.00	\$ 9,000.00	\$ 3,500.00	\$ 3,500.00					
3	DUST CONTROL	1 LS	\$ 5,000.00	\$ 5,000.00	\$ 7,000.00	\$ 7,000.00	\$ 8,500.00	\$ 8,500.00	\$ 23,000.00	\$ 23,000.00	\$ 18,500.00	\$ 18,500.00					
4	CLEARING AND GRUBBING	1 LS	\$ 3,000.00	\$ 3,000.00	\$ 7,900.00	\$ 7,900.00	\$ 9,000.00	\$ 9,000.00	\$ 21,000.00	\$ 21,000.00	\$ 10,989.00	\$ 10,989.00					
5	REMOVAL OF CURB AND GUTTER	20 LINF	\$ 4.00	\$ 80.00	\$ 31.25	\$ 625.00	\$ 15.00	\$ 300.00	\$ 40.00	\$ 800.00	\$ 6.80	\$ 136.00					
6	REMOVAL OF SIDEWALK	191 SQFT	\$ 4.00	\$ 764.00	\$ 7.00	\$ 1,337.00	\$ 8.00	\$ 1,528.00	\$ 5.00	\$ 955.00	\$ 0.99	\$ 189.09					
7	REMOVAL OF FIELD FENCING	1 LS	\$ 2,500.00	\$ 2,500.00	\$ 1,175.00	\$ 1,175.00	\$ 2,500.00	\$ 2,500.00	\$ 6,985.00	\$ 6,985.00	\$ 1,240.00	\$ 1,240.00					
8	CONSTRUCTION ENTRANCE	1 LS	\$ 2,000.00	\$ 2,000.00	\$ 1,100.00	\$ 1,100.00	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00	\$ 4,500.00	\$ 4,500.00					
9	EXCAVATION (CUT)	17560 CUYD	\$ 15.00	\$ 263,400.00	\$ 7.70	\$ 135,212.00	\$ 8.00	\$ 140,480.00	\$ 10.00	\$ 175,600.00	\$ 10.50	\$ 184,380.00					
10	EMBANKMENT (FILL)	230 CUYD	\$ 12.00	\$ 2,760.00	\$ 22.00	\$ 5,060.00	\$ 18.00	\$ 4,140.00	\$ 15.00	\$ 3,450.00	\$ 6.50	\$ 1,495.00					
11	CLASS 150 ROCK RIP RAP	136 CUYD	\$ 30.00	\$ 4,080.00	\$ 52.00	\$ 7,072.00	\$ 51.00	\$ 6,936.00	\$ 100.00	\$ 13,600.00	\$ 150.00	\$ 20,400.00					
12	CLASS 300 ROCK RIP RAP	34 CUYD	\$ 30.00	\$ 1,020.00	\$ 70.00	\$ 2,380.00	\$ 62.00	\$ 2,108.00	\$ 120.00	\$ 4,080.00	\$ 210.50	\$ 7,157.00					
13	GEOTEXTILE FILTER FABRIC	2145 SQFT	\$ 3.00	\$ 6,435.00	\$ 1.20	\$ 2,574.00	\$ 1.50	\$ 3,217.50	\$ 1.00	\$ 2,145.00	\$ 1.10	\$ 2,359.50					
14	EROSION CONTROL MAT (CHNL. BANK)	1340 SQYD	\$ 2.50	\$ 3,350.00	\$ 4.75	\$ 6,365.00	\$ 4.75	\$ 7,370.00	\$ 5.25	\$ 7,035.00	\$ 4.50	\$ 6,030.00					
15	CHANNEL BANK HYDRO-SEED	1340 SQYD	\$ 0.50	\$ 670.00	\$ 1.25	\$ 1,675.00	\$ 1.80	\$ 2,412.00	\$ 1.20	\$ 1,608.00	\$ 1.10	\$ 1,474.00					
16	CHANNEL BOTTOM TURF SEED	8000 SQYD	\$ 0.48	\$ 3,840.00	\$ 1.00	\$ 8,000.00	\$ 1.80	\$ 14,400.00	\$ 1.10	\$ 8,800.00	\$ 1.00	\$ 8,000.00					
17	NATIVE GRASS SEEDING - WEED FREE	26699 SQFT	\$ 0.32	\$ 8,543.68	\$ 0.11	\$ 2,936.89	\$ 0.20	\$ 5,339.80	\$ 0.12	\$ 3,203.88	\$ 0.12	\$ 3,203.88					
18	EROSION CONTROL SILT FENCING	4651 LINF	\$ 1.00	\$ 4,651.00	\$ 1.53	\$ 7,116.03	\$ 2.00	\$ 9,302.00	\$ 1.50	\$ 6,976.50	\$ 2.50	\$ 11,627.50					
19	EROSION CONTROL FIBER ROLL	3721 LINF	\$ 5.00	\$ 18,605.00	\$ 2.34	\$ 8,707.14	\$ 3.00	\$ 11,163.00	\$ 2.50	\$ 9,302.50	\$ 4.00	\$ 14,884.00					
20	18" DIAM. HDPE ROUND CULVERT	65 LINF	\$ 50.00	\$ 3,250.00	\$ 45.00	\$ 2,925.00	\$ 45.00	\$ 2,925.00	\$ 80.00	\$ 5,200.00	\$ 57.00	\$ 3,705.00					
21	STRUCTURE EXCAVATION	745 CUYD	\$ 30.00	\$ 22,350.00	\$ 13.83	\$ 10,303.35	\$ 60.00	\$ 44,700.00	\$ 25.00	\$ 18,625.00	\$ 29.53	\$ 21,999.85					
22	GRANULAR BACKFILL (SAND)	437 CUYD	\$ 65.00	\$ 28,405.00	\$ 20.00	\$ 8,740.00	\$ 7.00	\$ 3,059.00	\$ 70.00	\$ 30,590.00	\$ 48.95	\$ 21,391.15					
23	CLASS E STRUCTURAL BACKFILL	308 CUYD	\$ 65.00	\$ 20,020.00	\$ 4.40	\$ 1,355.20	\$ 7.00	\$ 2,156.00	\$ 60.00	\$ 18,480.00	\$ 25.00	\$ 7,700.00					
24	PCC 4000# CONCRETE FOR STRUCTURE EXCAVATION	20 CUYD	\$ 150.00	\$ 3,000.00	\$ 80.00	\$ 1,600.00	\$ 125.00	\$ 2,500.00	\$ 125.00	\$ 2,500.00	\$ 136.75	\$ 2,735.00					
25	ELECTRIC VAULT 6'X12'	4 LS	\$ 10,000.00	\$ 40,000.00	\$ 12,200.00	\$ 48,800.00	\$ 11,500.00	\$ 46,000.00	\$ 11,500.00	\$ 46,000.00	\$ 11,507.50	\$ 46,030.00					
26	4 - INCH CONDUIT (PRIMARY)	5340 LINF	\$ 5.00	\$ 26,700.00	\$ 3.55	\$ 18,957.00	\$ 2.00	\$ 10,680.00	\$ 4.00	\$ 21,360.00	\$ 5.00	\$ 26,700.00					
27	2.5 - INCH CONDUIT (SERVICE)	244 LINF	\$ 3.00	\$ 732.00	\$ 3.00	\$ 732.00	\$ 2.00	\$ 488.00	\$ 4.00	\$ 976.00	\$ 4.50	\$ 1,098.00					
28	ELECTRIC TRANSFORMER PAD	1 LS	\$ 3,000.00	\$ 3,000.00	\$ 575.00	\$ 575.00	\$ 1,300.00	\$ 1,300.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00					
29	ELECTRIC METER PEDISTAL	1 LS	\$ 3,000.00	\$ 3,000.00	\$ 2,100.00	\$ 2,100.00	\$ 4,000.00	\$ 4,000.00	\$ 350.00	\$ 350.00	\$ 3,250.00	\$ 3,250.00					
30	200AMP SQUARE D BREAKER BOX	1 LS	\$ 1,000.00	\$ 1,000.00	\$ 450.00	\$ 450.00	\$ 4,000.00	\$ 4,000.00	\$ 500.00	\$ 500.00	\$ 1,250.00	\$ 1,250.00					
31	FIBER VAULT -- N36 with 2 EXT Proform	5 LS	\$ 500.00	\$ 2,500.00	\$ 525.00	\$ 2,625.00	\$ 1,000.00	\$ 5,000.00	\$ 750.00	\$ 3,750.00	\$ 550.00	\$ 2,750.00					
32	1.25 - INCH CONDUIT (FIBER)	7272 LINF	\$ 1.00	\$ 7,272.00	\$ 0.65	\$ 4,726.80	\$ 0.60	\$ 4,363.20	\$ 2.10	\$ 15,271.20	\$ 1.50	\$ 10,908.00					
33	CLASS AA CONCRETE SIDEWALK (4-INCH)	191 SQFT	\$ 5.00	\$ 955.00	\$ 11.00	\$ 2,101.00	\$ 30.00	\$ 5,730.00	\$ 10.00	\$ 1,910.00	\$ 6.50	\$ 1,241.50					
34	CLASS AA CONCRETE CURB AND GUTTER (TYPE 1)	20 LINF	\$ 12.00	\$ 240.00	\$ 50.00	\$ 1,000.00	\$ 75.00	\$ 1,500.00	\$ 50.00	\$ 1,000.00	\$ 30.00	\$ 600.00					
35	CLASS AA CONCRETE DRIVEWAY APRON	1 LS	\$ 2,500.00	\$ 2,500.00	\$ 3,300.00	\$ 3,300.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 5,250.00	\$ 5,250.00					
36	REMOVABLE BOLLARD ASSEMBLY	2 EACH	\$ 750.00	\$ 1,500.00	\$ 1,225.00	\$ 2,450.00	\$ 775.00	\$ 1,550.00	\$ 2,375.00	\$ 4,750.00	\$ 2,500.00	\$ 5,000.00					
37	TYPE 2 AGGREGATE BASE	435 CUYD	\$ 30.00	\$ 13,050.00	\$ 37.00	\$ 16,095.00	\$ 40.00	\$ 17,400.00	\$ 45.00	\$ 19,575.00	\$ 61.50	\$ 26,752.50					
38	PG 64-28 ASPHALTIC CONCRETE	115 CUYD	\$ 250.00	\$ 28,750.00	\$ 269.00	\$ 30,935.00	\$ 272.00	\$ 31,280.00	\$ 288.00	\$ 33,120.00	\$ 275.00	\$ 31,625.00					
			Engineers Estimate			Impact Construction			Curtis & Sons Construction Inc.			Schauer Excavation			Crockett Enterprises Inc		
			\$563,922.68			\$405,455.41			\$434,827.50			\$542,748.08			\$548,300.97		
			Contractors			GRAND TOTAL											

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2011-15 Hellwinkel Channel and Pathway Improvements

ITEM NO.	CORE PROJECT	UNITS	V&C Construction Inc.		Don Garcia Excavating + Paving Inc.		A&K Earth Movers, Inc.		MKD Consturction Inc.		
			UNIT PRICE	LINE ITEM	UNIT PRICE	LINE ITEM	UNIT PRICE	LINE ITEM	UNIT PRICE	LINE ITEM	
1	MOBILIZATION	1	LS	\$ 60,000.00	\$60,000.00	\$ 36,000.00	\$36,000.00	\$ 48,275.41	\$48,275.41	\$ 91,000.00	\$91,000.00
2	TRAFFIC CONTROL	1	LS	\$ 2,500.00	\$2,500.00	\$ 10,000.00	\$10,000.00	\$ 7,300.00	\$7,300.00	\$ 65,725.00	\$65,725.00
3	DUST CONTROL	1	LS	\$ 5,000.00	\$5,000.00	\$ 25,000.00	\$25,000.00	\$ 10,578.00	\$10,578.00	\$ 30,500.00	\$30,500.00
4	CLEARING AND GRUBBING	1	LS	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 93,000.00	\$93,000.00	\$ 85,500.00	\$85,500.00
5	REMOVAL OF CURB AND GUTTER	20	LINF	\$ 50.00	\$1,000.00	\$ 50.00	\$1,000.00	\$ 23.00	\$460.00	\$ 7.00	\$140.00
6	REMOVAL OF SIDEWALK	191	SOFT	\$ 5.25	\$1,002.75	\$ 3.00	\$573.00	\$ 3.50	\$668.50	\$ 1.00	\$191.00
7	REMOVAL OF FIELD FENCING	1	LS	\$ 2,500.00	\$2,500.00	\$ 2,000.00	\$2,000.00	\$ 8,000.00	\$8,000.00	\$ 3,500.00	\$3,500.00
8	CONSTRUCTION ENTRANCE	1	LS	\$ 2,500.00	\$2,500.00	\$ 3,500.00	\$3,500.00	\$ 7,500.00	\$7,500.00	\$ 1,000.00	\$1,000.00
9	EXCAVATION (CUT)	17550	CUYD	\$ 15.00	\$263,400.00	\$ 12.00	\$210,720.00	\$ 16.00	\$280,960.00	\$ 15.00	\$263,400.00
10	EMBANKMENT (FILL)	230	CUYD	\$ 6.00	\$1,380.00	\$ 40.00	\$9,200.00	\$ 25.00	\$5,750.00	\$ 82.00	\$18,860.00
11	CLASS 150 ROCK RIP RAP	136	CUYD	\$ 60.00	\$8,160.00	\$ 80.00	\$10,880.00	\$ 100.00	\$13,600.00	\$ 40.00	\$5,440.00
12	CLASS 300 ROCK RIP RAP	34	CUYD	\$ 75.00	\$2,550.00	\$ 80.00	\$2,720.00	\$ 245.00	\$8,330.00	\$ 45.00	\$1,530.00
13	GEOTEXTILE FILTER FABRIC	2145	SOFT	\$ 0.75	\$1,608.75	\$ 0.70	\$1,501.50	\$ 1.20	\$2,574.00	\$ 2.50	\$5,362.50
14	EROSION CONTROL MAT (CHNL. BANK)	1340	SOYD	\$ 14.00	\$18,760.00	\$ 8.25	\$11,055.00	\$ 5.00	\$6,700.00	\$ 4.50	\$6,030.00
15	CHANNEL BANK HYDRO-SEED	1340	SOYD	\$ 2.00	\$2,680.00	\$ 1.10	\$1,474.00	\$ 1.20	\$1,608.00	\$ 1.10	\$1,474.00
16	CHANNEL BOTTOM TURF SEED	8000	SOYD	\$ 2.00	\$16,000.00	\$ 1.10	\$8,800.00	\$ 1.10	\$8,800.00	\$ 1.10	\$8,800.00
17	NATIVE GRASS SEEDING -- WEED FREE	26699	SOFT	\$ 0.25	\$6,674.75	\$ 0.13	\$3,470.87	\$ 0.11	\$2,936.89	\$ 0.10	\$2,669.90
18	EROSION CONTROL SILT FENCING	4651	LINF	\$ 2.50	\$11,627.50	\$ 6.00	\$27,906.00	\$ 2.00	\$9,302.00	\$ 2.00	\$9,302.00
19	EROSION CONTROL FIBER ROLL	3721	LINF	\$ 1.90	\$7,069.90	\$ 3.50	\$13,023.50	\$ 4.00	\$14,884.00	\$ 3.50	\$13,023.50
20	18" DIAM. HDPE ROUND CULVERT	65	LINF	\$ 75.00	\$4,875.00	\$ 55.00	\$3,575.00	\$ 75.00	\$4,875.00	\$ 180.00	\$11,700.00
21	STRUCTURE EXCAVATION	745	CUYD	\$ 10.00	\$7,450.00	\$ 25.00	\$18,625.00	\$ 55.00	\$40,975.00	\$ 34.00	\$25,330.00
22	GRANULAR BACKFILL (SAND)	437	CUYD	\$ 18.00	\$7,866.00	\$ 50.00	\$21,850.00	\$ 50.00	\$21,850.00	\$ 30.00	\$13,110.00
23	CLASS E STRUCTURAL BACKFILL	308	CUYD	\$ 13.00	\$4,004.00	\$ 50.00	\$15,400.00	\$ 50.00	\$15,400.00	\$ 20.00	\$6,160.00
24	PCC 4000# CONCRETE FOR STRUCTURE EXCAVATION	20	CUYD	\$ 225.00	\$4,500.00	\$ 150.00	\$3,000.00	\$ 575.00	\$11,500.00	\$ 200.00	\$4,000.00
25	ELECTRIC VAULT 612 6'x12'	4	LS	\$ 8,500.00	\$34,000.00	\$ 15,000.00	\$60,000.00	\$ 10,600.00	\$42,400.00	\$ 12,500.00	\$50,000.00
26	4 - INCH CONDUIT (PRIMARY)	5340	LINF	\$ 5.25	\$28,035.00	\$ 6.85	\$36,579.00	\$ 5.75	\$30,705.00	\$ 13.00	\$69,420.00
27	2.5 - INCH CONDUIT (SERVICE)	244	LINF	\$ 3.50	\$854.00	\$ 6.00	\$1,464.00	\$ 25.00	\$6,100.00	\$ 18.00	\$4,392.00
28	ELECTRIC TRANSFORMER PAD	1	LS	\$ 1,100.00	\$1,100.00	\$ 1,500.00	\$1,500.00	\$ 750.00	\$750.00	\$ 3,800.00	\$3,800.00
29	ELECTRIC METER PEDISTAL	1	LS	\$ 7,500.00	\$7,500.00	\$ 750.00	\$750.00	\$ 350.00	\$350.00	\$ 5,800.00	\$5,800.00
30	200AMP SQUARE D BREAKER BOX	1	LS	\$ 400.00	\$400.00	\$ 750.00	\$750.00	\$ 650.00	\$650.00	\$ 5,800.00	\$5,800.00
31	FIBER VAULT -- N36 WITH 2 EXT Prototom	5	LS	\$ 500.00	\$2,500.00	\$ 700.00	\$3,500.00	\$ 1,300.00	\$6,500.00	\$ 4,800.00	\$24,000.00
32	1.25 - INCH CONDUIT (FIBER)	7272	LINF	\$ 2.25	\$16,362.00	\$ 2.00	\$14,544.00	\$ 3.00	\$21,816.00	\$ 4.00	\$29,088.00
33	CLASS AA CONCRETE SIDEWALK (4-INCH)	191	SOFT	\$ 5.00	\$955.00	\$ 7.00	\$1,337.00	\$ 16.50	\$3,151.50	\$ 15.00	\$2,865.00
34	CLASS AA CONCRETE CURB AND GUTTER (TYPE 1)	20	LINF	\$ 27.00	\$540.00	\$ 50.00	\$1,000.00	\$ 37.50	\$750.00	\$ 100.00	\$2,000.00
35	CLASS AA CONCRETE DRIVEWAY APRON	1	LS	\$ 2,000.00	\$2,000.00	\$ 1,000.00	\$1,000.00	\$ 1,650.00	\$1,650.00	\$ 1,000.00	\$1,000.00
36	REMOVABLE BOLLARD ASSEMBLY	2	EACH	\$ 500.00	\$1,000.00	\$ 1,600.00	\$3,200.00	\$ 1,000.00	\$2,000.00	\$ 1,200.00	\$2,400.00
37	TYPE 2 AGGREGATE BASE	435	CUYD	\$ 45.00	\$19,575.00	\$ 35.00	\$15,225.00	\$ 25.00	\$10,875.00	\$ 23.00	\$10,005.00
38	PG 64-28 ASPHALTIC CONCRETE	115	CUYD	\$ 282.60	\$32,499.00	\$ 280.00	\$32,200.00	\$ 265.00	\$30,475.00	\$ 300.00	\$34,500.00

V&C Construction Inc.		\$600,428.65
Don Garcia Excavating + Paving Inc.		\$624,322.87
A&K Earth Movers, Inc.		\$783,999.30
MKD Consturction Inc.		\$918,817.90
<b>GRAND TOTAL</b>		<b>\$2,927,068.72</b>

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# Gardnerville Town Board

## AGENDA ACTION SHEET



1. **Not For Possible Action:** Discussion on the Town Attorney's Monthly Report of activities for May 2015.
2. **Recommended Motion: N/A**  
**Funds Available:**  Yes  N/A
3. **Department: Administration**  
  
**Prepared by: Tom Dallaire**
4. **Meeting Date: August 4, 2015**      **Time Requested: 10 minutes**
5. **Agenda:**  Consent  Administrative
6. **Background Information: Presented at meeting.**
7. **Other Agency Review of Action:**  Douglas County  N/A
8. **Board Action:**  
 Approved       Approved with Modifications  
 Denied       Continued



Mailing Address  
P.O. Box 2080  
Minden, NV 89423  
Facsimile (775) 782-3685

Rowe Hales Yturbe  
Attorneys At Law

Physical Address  
1638 Esmeralda Avenue  
Minden, NV 89423  
(775) 782-8141

1 documents, and for consultation with the TOWN Manager, TOWN Board members or staff regarding  
2 issues presenting themselves to the TOWN on a day to day basis.

3 The parties agree that the ATTORNEY shall separately bill TOWN for services performed on  
4 TOWN's behalf for litigation related matters at the rate of TWO HUNDRED DOLLARS AND NO/100  
5 CENTS (\$200.00) per hour for office and research time, and TWO HUNDRED DOLLARS AND  
6 NO/100 CENTS (\$200.00) per hour for any time spent before any Court, Board or Tribunal. TOWN  
7 agrees to promptly pay ATTORNEY for such services and for all costs advanced by ATTORNEY on  
8 TOWN's behalf.

9  
10 For the purposes of this Agreement, litigation matters are defined to include those matters which  
11 are filed, or are the subject of written submission before any Court, Board or Tribunal. ATTORNEY shall  
12 compile an individualized invoice for the time and costs expended by the ATTORNEY on each litigation  
13 matter to be submitted to the TOWN Manager on a monthly basis.

14  
15 II

16 The initial term of this Agreement is for one (1) year, commencing 1 July 2015, and concluding  
17 30 June 2016. This Agreement shall automatically renew for each additional one (1) year term succeeding  
18 the period of 1 July 2015 to 30 June 2016, for as long as Michael Smiley Rowe is the primary attorney  
19 representing the TOWN. Michael Smiley Rowe agrees to provide ninety (90) days notice to the TOWN  
20 if, for any reason, Michael Smiley Rowe will no longer be the primary attorney representing the TOWN.

21 Either party may provide ninety (90) days notice to terminate this Agreement. Such notification by party  
22 desiring to terminate this Agreement shall be provided in writing to the other party.

23  
24 If either party elects to modify or alter any term or provision of this Agreement, such party shall  
25 provide ninety (90) days prior written notice to the other party specifying the term(s) which is requested  
26 to be altered. In such case, ATTORNEY and TOWN agree to discuss the term(s) of the requested  
27 alteration(s) of this Agreement, and to negotiate in good faith any requested alteration(s). Thereafter, an  
28

1 Agreement containing the modification(s) will be submitted to the TOWN Board to adopt, ratify and  
2 confirm such modified Agreement at the next General Meeting of the TOWN Board. Such modification  
3 shall be effective until the next succeeding contract term.

4  
5 IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_ day of August  
6 2015.

7 ATTORNEY:

TOWN BOARD OF GARDNERVILLE:

8  
9  
10 \_\_\_\_\_  
11 MICHAEL SMILEY ROWE, ESQ.  
12 ROWE HALES YTURBIDE, LLP

By: \_\_\_\_\_  
13 LLOYD HIGUERA  
14 Chairman

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**Gardnerville Town Board**  
**AGENDA ACTION SHEET**



1. **Not For Possible Action:** Discussion on the Town Manager/Engineer's Monthly Report of activities for May 2015.

2. **Recommended Motion:** None required.

**Funds Available:**  Yes  N/A

3. **Department:** Administration

4. **Prepared by:** Tom Dallaire

5. **Meeting Date:** August 4, 2015 **Time Requested:** 20 minutes

6. **Agenda:**  Consent  Administrative

**Background Information:** See attached report.

7. **Other Agency Review of Action:**  Douglas County  N/A

8. **Board Action:**

- |                                   |  |
|-----------------------------------|--|
| <input type="checkbox"/> Approved | <input type="checkbox"/> Approved with Modifications |
| <input type="checkbox"/> Denied   | <input type="checkbox"/> Continued                   |



Lloyd Higuera , Chairman  
Mary Wenner, Vice Chairman  
Cassandra Jones, Board Member  
Ken Miller, Board Member  
Linda Slater, Board Member

## Town Manager Monthly Report August 2015 Board Meeting

- A. Gardnerville Station (former Eagle Gas):** We held a public workshop Saturday June 7<sup>th</sup>. The options will come to the Board in August for final determination on the next phase of the CDBG funding. The items we need to pick are: final color palate, fencing options and what the downtown entry sign should say; get input from the board and public on the three signs. Then final version of the plans can be prepared for the next CDBG round of funding. The project estimated cost is in the \$750,000 range, meaning the town will need to cut some things or get alternative funding for portions of the project.  
Bramco will be starting the tank removal in August now. NDEP has not provided approval to proceed with the tank removal, and Bramco is providing paperwork on a sub of theirs that was not previously approved by NDEP.
- B. 395 Crosswalks** –I have a meeting set up with NDOT for next week to discuss with the safety committee. We were given a notice to proceed with the light pole requirement of type 7 or a type 35 at each crossing. In a meeting I had with them they wanted one light on both sides of the crosswalk. Word is NDOT wants to have the Kingslane crosswalk install a new cobra head to meet the requirements. This affects the design of the concrete wall and we can footing that is built into the wall of the channel. The pole will need to be located in the sidewalk area. So I'll know more next week as to the light style and requirements. Then we can proceed with the design. The report from the storm drain investigation turned up numerous issues with the existing storm drain piping under the road and sidewalks. So I plan on bringing the issues to the safety committee meeting to see if I can get some direction on how to proceed with the repairs.
- C. Kingslane Sidewalk Project** – On hold until NDOT can determine what the street light requirement is going to be for the site.
- D. Hellwinkel Channel:** Out to bid. Award the contract. Waiting on Army Corps to provide an approval. The MOU needs to be revised that was signed in 2005. There was a requirement in the MOU we were to provide an inventory report on the barns. But with the channel being relocated than previously planned, saving the barns, it is unclear as to what SHPO is going to require of the barns. Army Corps, for some reason, is dealing with that at this time. They are asking questions and we are providing more information to them. So at least they are finally looking at it.
- E. Great Race:** We (AJ, Scott, Paula and I) met this month to prepare for the August 10 arrival of the rep from the Great Race. He will review our proposals and we will be able to see what they are looking at doing during the event, what they expect, and we will hit it out of the park. Then we will start planning the event and getting the approvals for the street closure, restaurants who want to participate, and search for sponsors of the event.
- F. Office Items:**
- Trying to keep up with the county modifications to the previously approved job descriptions, pay plans and options. The Civil Engineer position, per the newly revised job description, does not allow our once Civil Engineer I person to qualify for the job. The pay scale was representative of a licensed engineer, yet allowed an EIT to be hired. Now the job description requires the Civil Engineer License. They lowered our Town Maintenance Specialist min pay down to \$15.02 (starting pay) while keeping a comparable position of Town Sanitation Specialist at the original starting range of \$16.25. So we are still working



**Lloyd Higuera , Chairman**  
**Mary Wenner, Vice Chairman**  
**Cassandra Jones, Board Member**  
**Ken Miller, Board Member**  
**Linda Slater, Board Member**

through these issues and talking with Minden so we are both proposing the same thing, which should be easier for the county HR to deal with town items.

- Reviewed a building expansion on Norris Auto. We have issues with the trash enclosure and when cars are parking in the drive isle, the trash truck cannot get through to the back properties where trash bins are located.
- Attended a coordination meeting for the Gardnerville Station, and discussed what will be shown to you at the board meeting.
- I met with Roger Hyytinen, a structural engineer who examined the Hellwinkel barns a couple years ago and wrote recommendations for the repairs to the barn. I am getting a proposal from him to analyze the barn, prepare construction documents and plans for the repairs and code modifications for both barns.
- Scheduled another meeting with the county manager, two board members of the BOCC and Town boards to discuss the interlocal agreement. So stay tuned for more next month.
- Our injured employee is back on light duty. I will have him doing park inventory and trail inventory of all the properties that we maintain. Signs, street lights, sprinklers, and paint markings can also be located on a handheld mobile GPS device.
- Our office seasonal took a great job at China Springs. He helped us a lot and he will be missed.
- The Old Gym Playhouse is something the School district approached the Historical Society to take over maintenance on the building. Their latest newsletter is asking if they should take it one. If they do not take it, it is something the board wants to acquire, apply for SHPO funding to fix and match funds to fix up as a community performance and meeting Venue, similar to the CVIC Hall. In order to open it to the public, the restrooms will need to be replaced with ADA accessible stalls and sinks and other structural concerns with the stage and roof. Is this something I should pursue or have it on the agenda next month to discuss further?
- This next month is the Vegas to Reno race. August 13th and the 15th, I will be out of the office on leave and the 14th in the CDBG class in Carson City this year.

# Museum Matters



### Carson Valley Museum and Cultural Center

1477 US Highway 395 N.  
Gardnerville, NV 89410-5214  
Monday-Saturday, 10 a.m.-4 p.m.  
Phone: 775-782-2555  
Fax: 775-783-8802  
Website: [www.HistoricNV.org](http://www.HistoricNV.org)  
Email: [dchs@HistoricNV.org](mailto:dchs@HistoricNV.org)

### Courthouse Museum, Genoa

2304 Main Street  
Genoa, Nevada 89411  
Phone: 775-782-4325  
Open Daily 10 a.m.-4 p.m.  
(May-October)

#### DCHS OFFICERS:

President, Pat Maebe  
V.P./Treasurer, Lisa Tucker  
Secretary, Anita Kornoff

#### TRUSTEES

Dale Bohlman  
Ellen Caywood  
Tonja Dressler  
Michael Fischer  
Marlena Hellwinkel  
Anita Kornoff  
Dennis Little  
Lisa Tucker  
Gary Weidner

Director: Cindy Rogers  
Collections Manager: Gail Allen

#### NEWSLETTER EDITOR/LAYOUT:

Anita Kornoff  
Proofreaders: Pat Gilbert  
& Vicki Hargrove

*Museum Matters is the quarterly newsletter publication of the Douglas County Historical Society. It is distributed via email, on our website, and a limited number of printed copies are available for those members without internet access.*

## President's Message Should We, Shouldn't We?



I have been with the Douglas County Historical Society for a little over 10 years. During this time, I have heard "the wish" expressed numerous times that the DCHS would someday have a chance to take over the **Old Gym Playhouse** next door. Well, our chance is finally here! We have been approached by the Douglas County School District to do just that!

The DCHS Trustees toured the facility on June 8. Having never been in the circa 1939 building, I didn't know what to expect. Trustees were sharing "what if?" We were envisioning our yearly melodrama on the beautiful, very workable vintage stage, putting in a commercial kitchen, and/or renting the facility out for events to increase our income. After the sugar plum fairies left our heads, reality set in and we came back down to earth.

Our biggest challenge would be raising the money for remodeling and repairs, the roof being one of the biggest problems. To find out what else needed repair, we asked our Director to follow through and contact Dave Lundergreen, Douglas County Building official and have him inspect the building for a list of repairs needed to bring the building up to code. This is just the beginning. If we decide to move forward, there

would be grants to write, soliciting sponsors, fundraisers, gathering of pledges, etc. Too much work to describe in this column. However, we are keeping an optimistic approach. The DCHS volunteers and membership are known for their enthusiasm and resilience when it comes to great challenges. The Society met the challenge when taking over the former Douglas County High School 20 years ago and turned the building into our wonderful Carson Valley Museum and Cultural Center.

*Well, should we or shouldn't we?*

*—Patty Maebe, President*

Comments? Please email me at

[dchs@historicnv.org](mailto:dchs@historicnv.org)

From the  
Collections  
Manager:



I found in  
the 1936

DOUGLAS COUNTY HIGH SCHOOL AND GYMNASIUM  
DESIGNED BY ARCHITECT JAMES W. HARRIS FOR THE  
NEW GYM A REALITY

"Tiger" yearbook the first mention of *our new gymnasium*. Unfortunately, the only image I could find in that yearbook appears to be the architect's rendering of what the building might look like. From the image, you can see that some changes to the exterior were made prior to completion. I checked yearbook issues through the mid-1940s and could not find a good image of the completed building. It was rarely used as the back drop of yearbook photos.

It is amazing to me that this community decided to undertake a large capital building project in the middle of the Great Depression (1935-1936) and were successful. —Gail Allen

To read the original newspaper article, please see our website: [HistoricNV.org](http://HistoricNV.org)

