



**Gardnerville Town Board**

**AGENDA ACTION SHEET**

1. **For Possible Action: Approve Resolution 2013R-072 augmenting the Town of Gardnerville budget for fiscal year 2013-2014.**
2. **Recommended Motion: Approve Resolution 2013R-072 augmenting the Town of Gardnerville budget for fiscal year 2013-2014**

**Funds Available:** ☒ Yes ☐ N/A

3. **Department: Administration**

**Prepared by:** Tom Dallaire

4. **Meeting Date:** November 5, 2013 **Time Requested:** N/A

5. **Agenda:** ☒ Consent ☐ Administrative

**Background Information:** See attached.

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

7. **Board Action:**

☐ Approved ☐ Approved with Modifications  
☐ Denied ☐ Continued

## Douglas County Board of Commissioners

### AGENDA ACTION SHEET

1. **Title:** For possible action. Discussion on the adoption of Resolution Number 2013R-072, Town of Gardnerville which augments fiscal year 2013-14 budgets by \$62,360.
2. **Recommended Motion:** Adopt Resolution Number 2013R-072, Town of Gardnerville which augments fiscal year 2013-14 budgets by \$62,360.
3. **Funds Available:** N/A
4. **Prepared by:** Christine Vulecich, Assistant County Manager/ Chief Finance Officer
5. **Meeting Date:** November 7, 2013      **Time Required:** 5 minutes
6. **Agenda:** Consent
7. **Background Information:** NRS 354.598005 allows for and provides guidelines for local governments to augment their budgets if anticipated resources actually available during the budget period exceed those estimated. Typically, staff brings augmentations before the Board three times a year for such things as bringing forward budget for already approved purchase orders and projects from prior fiscal year, amending the opening fund balance based on prior year results and to augment additional revenue and deferred funds.

These are our first augmentations for 2013-14 fiscal year, the majority of the augments are to bring forward remaining budget for already approved purchase orders and projects still in process from fiscal year 2012-13.

8. **Committee/Other Agency Review:** N/A
9. **Reviewed by:**  

<input type="checkbox"/> Department Manager	<input type="checkbox"/> County Manager
<input type="checkbox"/> District Attorney	<input type="checkbox"/> Other
10. **Commission Action:**  

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modifications
<input type="checkbox"/> Denied	<input type="checkbox"/> Deferred
<input type="checkbox"/> Other	

**Agenda Item #** \_\_\_\_\_

RESOLUTION NUMBER 2013R-073

RESOLUTION AUGMENTING THE 2013-14 FISCAL YEAR BUDGET  
FOR THE TOWN OF GARDNERVILLE

WHEREAS, there is a need to revise the 2013-2014 Budget for the Town of Gardnerville as follows:

Gardnerville Operating Fund	\$ 56,560
Health and Sanitation Fund	<u>5,800</u>
Total	<u>\$ 62,360</u>

NOW, THEREFORE, BE IT RESOLVED, that the 2013-14 Fiscal Year Budget Augmentation is herein approved.

ADOPTED, this \_\_\_\_\_ day of \_\_\_\_\_, 2013

VOTE: AYES

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAYS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ABSENT

\_\_\_\_\_  
\_\_\_\_\_

GARDNERVILLE TOWN BOARD  
DOUGLAS COUNTY, NEVADA

\_\_\_\_\_  
CHAIRMAN

ATTEST:

\_\_\_\_\_  
Tom Dallaire  
Clerk to the Board

NOW, THEREFORE, BE IT RESOLVED, that the 2013-14 Fiscal Year budget is herein approved.

ADOPTED, this \_\_\_\_\_ day of \_\_\_\_\_, 2013

VOTE: Ayes Commissioners: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Nays Commissioners: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Absent Commissioners: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Chair  
Board of County Commissioners

ATTEST:

\_\_\_\_\_  
TED THRAN  
Clerk-Treasurer

ATTEST: \_\_\_\_\_  
Ted Thran  
Clerk to the Board



**Douglas County  
Budget Augmentation  
7-Nov-13  
Town of Gardnerville**

**Town of Gardnerville Operating Fund**

	<u>Budget Augments -11/7/13</u>			
	Adopted Budget	Revenue Increase/ (Decrease)	Expenditure Increase/ (Decrease)	Amended Budget (after augments) Notes:
Opening Fund Balances:				
Beginning Fund Balance	70,459	56,560		127,019 1
Beginning Fund Reserve	213,867			213,867
<b>Total Opening Fund Balance</b>	<b>284,326</b>	<b>56,560</b>	<b>-</b>	<b>340,886</b>
Revenues:				
Taxes	962,686			962,686
Intergovernmental Revenues	268,918			268,918
Charges for Services	8,000			8,000
Miscellaneous	5,000			5,000
<b>Total Revenues</b>	<b>1,244,604</b>	<b>-</b>	<b>-</b>	<b>1,244,604</b>
Expenditures and Other Uses:				
General Government				
Admin	317,889			317,889
Cultural				
Parks and Recreation	141,050			141,050
Public Works				
Other Public Works	843,300		56,560	899,860 1
<b>Total Expenditures</b>	<b>1,302,239</b>	<b>-</b>	<b>56,560</b>	<b>1,358,799</b>
Other Financing Sources/ Uses				
Transfers Out	122,982			122,982
Contingency	33,250			33,250
<b>Total Other Financing Sources/ Uses</b>	<b>156,232</b>	<b>-</b>	<b>-</b>	<b>156,232</b>
Ending Fund Balances:				
Ending Fund Balance	70,459			70,459
Ending Fund Reserve	-			-
<b>Total Ending Fund Balance</b>	<b>70,459</b>	<b>-</b>	<b>-</b>	<b>70,459</b>
<b>Total Augments</b>	<b>-</b>	<b>56,560</b>	<b>56,560</b>	<b>-</b>

Notes:

1 Carry forward purchase orders and projects from 2012-13

**Douglas County  
Budget Augmentation  
7-Nov-13  
Town of Gardnerville**

**Town of Gardnerville - Health and Sanitation**

**Budget Augments - 11/7/13**

	Adopted Budget	Revenue Increase/ (Decrease)	Expenditure Increase/ (Decrease)	Amended Budget (after augments)	Notes:
<b>Opening Fund Balances:</b>					
Beginning Fund Reserve	526,544	5,800		532,344	1
<b>Total Opening Fund Balance</b>	<b>526,544</b>	<b>5,800</b>	<b>-</b>	<b>532,344</b>	
<b>Revenues:</b>					
Charges for Service	883,000	-		883,000	
Miscellaneous	3,000			3,000	
<b>Total Revenues</b>	<b>886,000</b>	<b>-</b>	<b>-</b>	<b>886,000</b>	
<b>Expenditures and Other Uses:</b>					
Gardnerville Health and Sanitation	1,158,785		5,800	1,164,585	1
<b>Total Expenditures</b>	<b>1,158,785</b>	<b>-</b>	<b>5,800</b>	<b>1,164,585</b>	
<b>Ending Fund Balances:</b>					
Ending Fund Reserve	253,759			253,759	
<b>Total Ending Fund Balance</b>	<b>253,759</b>	<b>-</b>	<b>-</b>	<b>253,759</b>	
<b>Total Augments</b>	<b>-</b>	<b>5,800</b>	<b>5,800</b>	<b>-</b>	

**Notes:**

- 1 Carry forward purchase orders and projects from 2012-13







## **Main Street Gardnerville's Report for September Activities Gardnerville Town Board Meeting, November 5, 2013**

- I worked with Mike Rowe on getting some of our paperwork with the Secretary of State's office and the Department of Taxation corrected. The word "The" was omitted from the corporate name on some filings and a word in the name of the corporation was transposed in another filing. As a result, the Secretary of State issued Main Street Gardnerville a new entity number.
- Next Sidewalk Gallery... Carson Valley Fall Colors. We had 88 photos submitted from local residents. The plans are to have the new display up the first week of November.
- Holiday Shopping Bazaar... this 3<sup>rd</sup> annual fundraising event takes place at St. Gall on Saturday, November 9<sup>th</sup>. 44 vendors and close to 100 raffle prizes and silent auction items. Partnered with the Knights of Columbus who will be selling food and beverages. Also partnering with students from DHS's Leadership Class to help with set up and tear down. Live entertainment from local artists Vanessa Littrell and Eddie Dimock.
- CVCC Volunteer of the Year... One of our volunteers and board members, Carol Sandmeier, was nominated and selected to receive the Chamber's Volunteer of the Year award. She will be recognized at their annual gala on Saturday, November 2<sup>nd</sup>.
- A special labyrinth dedication was held during the Heritage Park Gardens Fall Harvest Celebration on October 5<sup>th</sup>. Over 100 guests visited the gardens during the event. And over 40 people attended the dedication... including Gardnerville Town Board Members Linda Slater, Mary Wenner and Ken Miller, who also serves on the Main Street Board; the Town Manager, Tom Dallaire; Main Street Gardnerville Board Members Stephanie Waggoner & Carol Sandmeier; and Barry Penzel, Douglas County Commissioner.
- We will begin holding Volunteer Orientations every quarter with our first one re-scheduled for November 18<sup>th</sup>, 5:30-6:30 pm.

### **Upcoming events and dates:**

- Cash Mob: Saturday, November 2<sup>nd</sup> at Unique Boutique (Flier in your packet.)
- Monthly Morning Coffee Meeting, Tuesday, November 5<sup>th</sup>, at 8:30 am at Sharkey's Casino
- 3<sup>rd</sup> Annual Holiday Shopping Bazaar, November 9<sup>th</sup>, 11 am – 4 pm (Flier in your packet.)
- Volunteer Orientation, November 18<sup>th</sup>, 5:30-6:30 pm
- Merry Main Street, special events & promotions planned for Saturday, December 7<sup>th</sup> during the day. Details to be finalized during our next Promotions Meeting on November 6<sup>th</sup>.

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

A handwritten signature in cursive script that reads "Paula Lochridge".

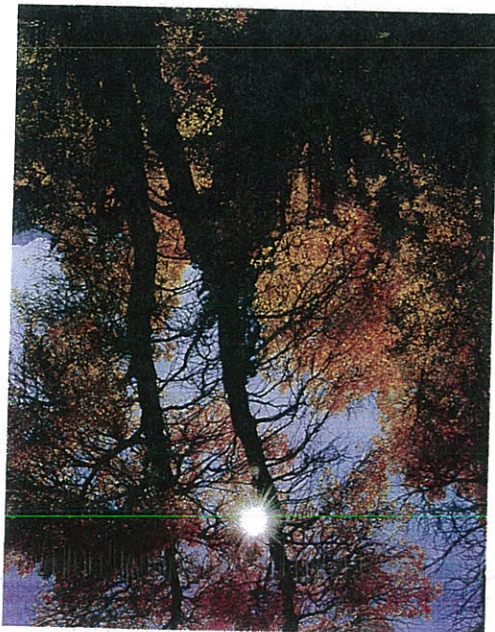
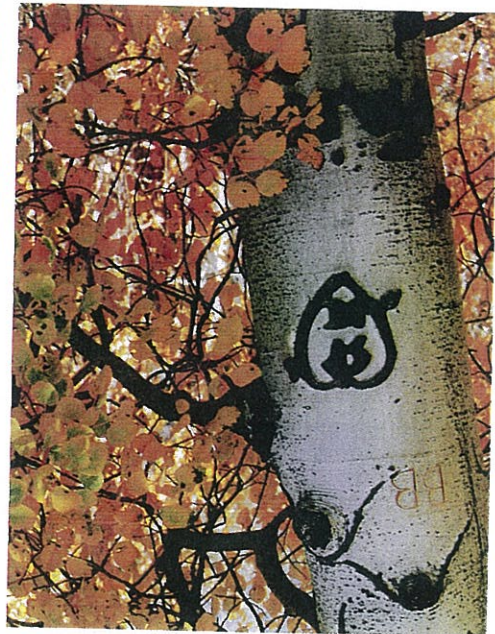
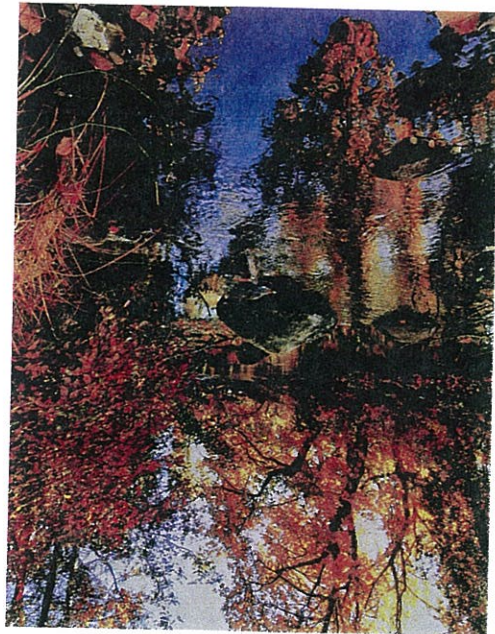
Paula Lochridge

Program Manager, Main Street Gardnerville

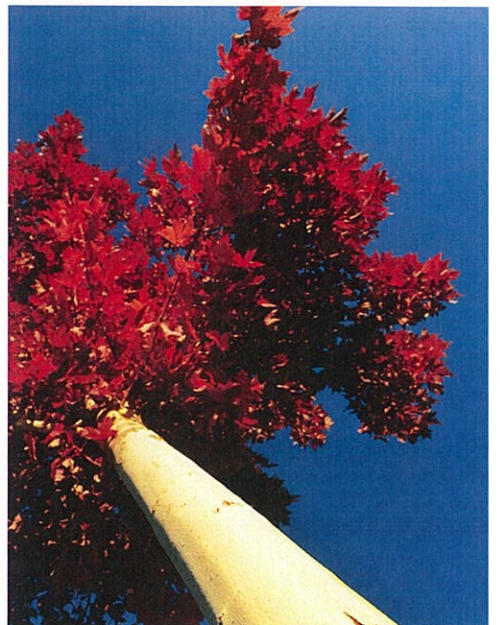
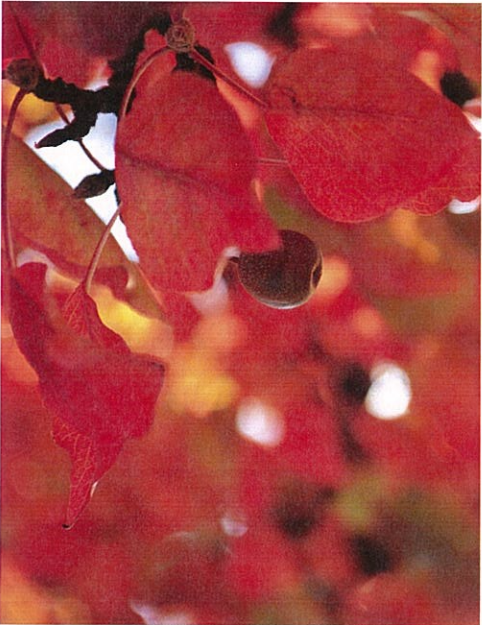
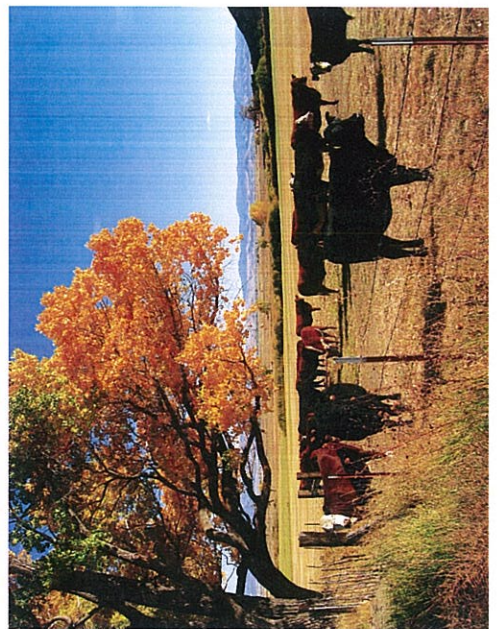
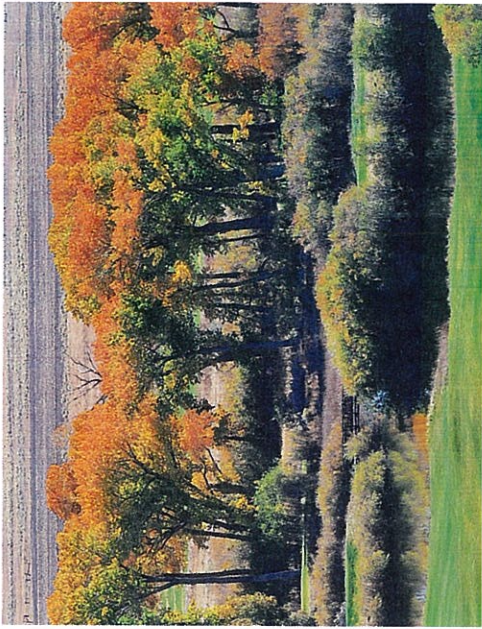




# Sidewalk Gallery's next display: Carson Valley Fall Colors











3rd Annual Fundraising Event

# *Holiday Shopping Bazaar*

Saturday, November 9th, 11 am - 4 pm

at St. Gall Church, 1343 Centerville Lane in Gardnerville

Over 40 Vendors Under One Roof • Silent Auction • Raffle Prizes

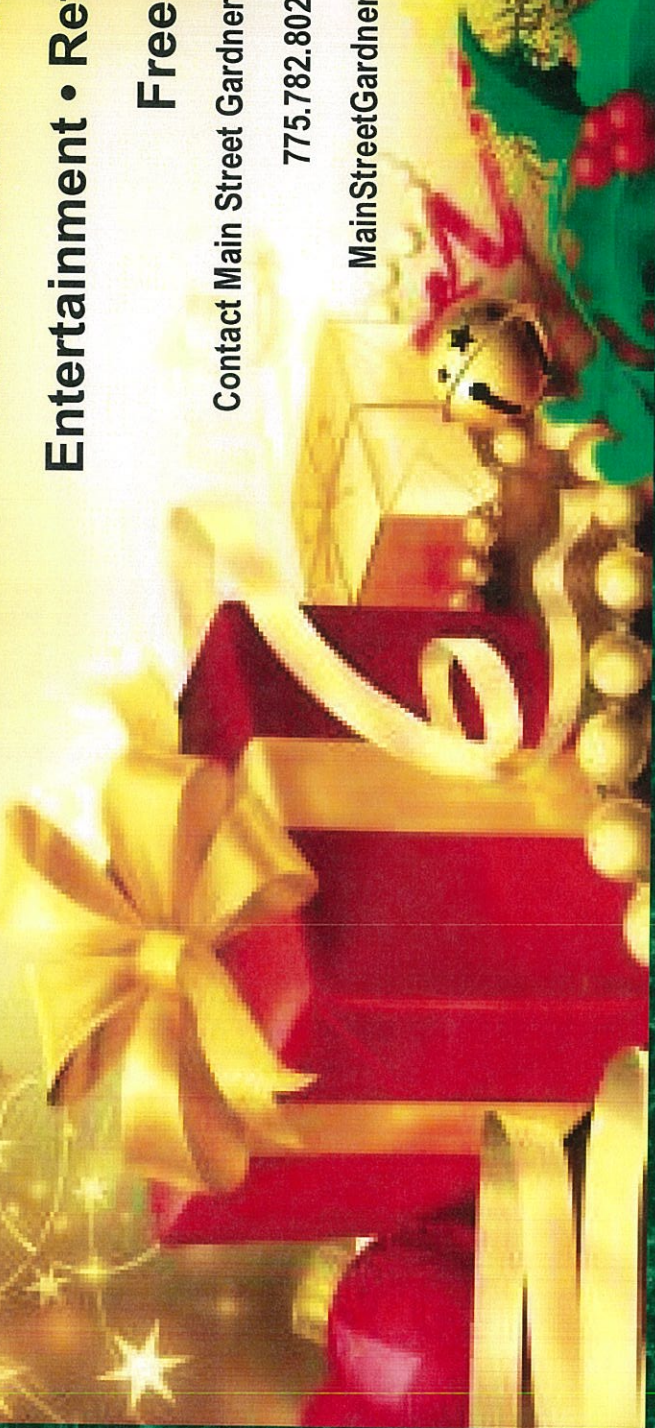
Entertainment • Refreshments

Free Admission

Contact Main Street Gardnerville for more info:

775.782.8027

MainStreetGardnerville.org





Carol Sandmeier, Main Street Gardnerville Board Member & Vice-President  
selected as Volunteer of the Year.

# Drew Aguilar named citizen of the year

by Kurt Hildebrand  
khildebrand@recordcourier.com

Carson Valley Accounting owner Drew Aguilar was named citizen of the year by the Carson Valley Chamber of Commerce and The Record-Courier on Monday.



Aguilar

Aguilar was nominated by Carson Valley Medical Center Director of Marketing Shannon Albert for the award.

"You'd be hard pressed to find a worthy cause or event in the Carson Valley that doesn't include Drew Aguilar," she wrote. "Either through volunteering his time and talents, or supporting the cause financially, Drew's commitment to improving the Carson Valley for businesses and residents is unmatched."

Aguilar said he was stunned when told the news on Monday.

"I love this community," he said. "This is very cool."

Aguilar has lived in Carson Valley since 2004, when he purchased Carson Valley Accounting.

He volunteers for the Carson Valley Boys & Girls Club, the Austin Kirby Foundation, Carson Valley Medical Center Hospital Foundation, and the Carson Valley Sertoma Club, where he works the beer wagon.

Volunteer of the Year Carol Sandmeier

## IF YOU GO

**What:** 2013 Community Awards

**When:** 6 p.m. Saturday

**Where:** Carson Valley Inn

**Reservations:** <http://carsonvalleynv.org>

is a key member of Main Street Gardnerville and was nominated by Jan Kris.

"Everywhere I look or turn, I see Carol's name or hand involved in a worthwhile project that enhances the beauty and joy of living here in Carson Valley," Kris wrote.

Dangberg Home Ranch Historic Park's Mark Jensen was named employee of the year.

Jensen was an employee with the Nevada State Parks Division when the state decided to close the home ranch and lay him off in 2011.

Jensen volunteered until the Friends of Dangberg Home Ranch was in a position to rehire him.

Minden's Bently Enterprises was named business of the year.

The company includes Bently Biofuels, Bently Ranch, Romadyn and soon, Bently Heritage.

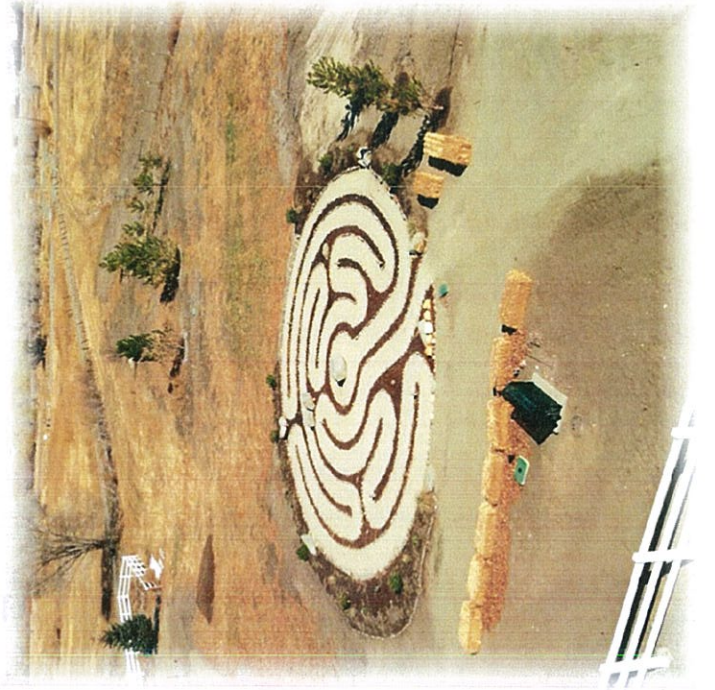
Work is underway to convert the Minden Farmer's Bank into a LEED headquarters, among other plans.

The Knights of Columbus were named service club of the year for their work supporting City of Refuge, the Boys & Girls Club, Suicide Prevention, Triad and Kids and Horses with donations of a





# Heritage Park Gardens Labyrinth Dedication, October 5, 2013







**Press Release: The 2<sup>nd</sup> Annual Heritage Park Gardens Fall Harvest Celebration and Labyrinth Dedication**

**Release Date: Immediate Release as of 10/8/2013**

**Contact: Paula Lochridge, Program Manager**

**Phone: 775.782.8027**

**E-Mail: [plochridge@mainstreetgardnerville.org](mailto:plochridge@mainstreetgardnerville.org)**



The 2<sup>nd</sup> annual Fall Harvest Celebration was held October 5<sup>th</sup>, at Heritage Park Gardens, culminating with the dedication of the Labyrinth that Main Street Gardnerville volunteers have been building all summer.

The Carson Valley Food Closet recognized Matthew and Zachary Kruse from Boy Scout troop 33 for the vegetables they raised in their bed. They donated 182 pounds of food to the Food Closet this summer.

Over 100 guests visited the gardens during the event. And over 40 people attended the dedication... including Gardnerville Town Board Members Linda Slater, Mary Wenner and Ken Miller, who also serves on the Main Street Board; the Town Manager, Tom Dallaire; Main Street Gardnerville Board Members Stephanie Waggoner & Carol Sandmeier, Main Street Program Manager Paula Lochridge and Barry Penzel, Douglas County Commissioner. Of course, many volunteers were on hand too to join in the celebration of all of their hard work.



Donors, such as the Town of Gardnerville, Nevada Commission on Tourism, Greenhouse Garden Center, Genoa Trees and Full Circle Compost, were recognized for their contributions.

The Heritage Park Gardens is a project of Main Street Gardnerville in cooperation with the Town of Gardnerville.

Information: Carol Sandmeier at [cjsandmeier@aol.com](mailto:cjsandmeier@aol.com) or Paula Lochridge at

[PLochridge@mainstreetgardnerville.org](mailto:PLochridge@mainstreetgardnerville.org) or 782-8027.

Follow us on Facebook and Twitter for event and project updates!

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



Ph: 775.782.8027

Main Street Gardnerville  
1407 Main Street (Hwy 395 N), Gardnerville, NV 89410  
[www.mainstreetgardnerville.org](http://www.mainstreetgardnerville.org)

Fax: 775.782.7135

*Main Street Gardnerville is an equal opportunity provider.*

8-8



# NORTHERN NEVADA

SATURDAY, OCTOBER 5, 2013 • RGJ.COM/LIVING

SECTION



CONTACT  
JAMES BALL  
775-327-6726  
JABALL@RGJ.COM

## Heritage Park Gardens Harvest Festival is today

Staff report

The second annual Harvest Festival will run from noon to 3 p.m. today at Heritage Park Gardens, 1447 Courthouse St. in Gardnerville.

Pumpkins will be given away every half hour and people can sign up for garden plots in 2014. Children of all ages can paint their own jack-o-lantern rocks to take home. Garden goodies yard art will be for sale, as well as corn stalk bundles

and iris starts. Herbs and seeds collected from the gardens will be available. There also will be refreshments.

At 12:30 p.m., the Carson Valley Food Closet will be recognizing Matthew and Zachary Kruse from Boy Scout troop 33 for the vegetables they raised in their bed and donated. At 2 p.m., the ribbon-cutting ceremony to celebrate the opening and dedication of the labyrinth will start. The labyrinth is not a maze but a spiral-patterned path that leads to the

center of a circle and back out again. Often found in cathedrals and gardens, they're designed as a place to stroll and meditate or relax the mind. Donors will be recognized for their contributions.

The Heritage Park Gardens is a project of Main Street Gardnerville in cooperation with the town of Gardnerville.

Details: Carol Sandmeier at [cjsandmeier@aol.com](mailto:cjsandmeier@aol.com) or Paula Lochridge at [PLochridge@mainstreetgardnerville.org](mailto:PLochridge@mainstreetgardnerville.org) or 775-782-8027.



## 1. WHAT?

Cash Mobs are flash sales • BOOST sales for a business • SUPPORTS locals • a FUN way to get out & become INVOLVED!



## 3. WHEN?

Saturday, Nov. 2nd  
10 am—2:00 pm

## 2. WHERE?

### Unique Boutique

*(in the Mountain View Center)*

1528 Hwy 395, Suite 130  
Gardnerville

## 4. HOW?

Come out & commit to spend \$10-\$20 on new, gently used and handcrafted items. Unique Boutique offers a wide variety of gently used adult and children clothing, décor and more. All in all, Unique Boutique has a lot under one roof that won't break the bank!

## QUESTIONS?

MainStreetGardnerville.org  
info@MainStreetGardnerville.org  
775.782.8027







**Gardnerville Town Board**

**AGENDA ACTION SHEET**

1. **For Possible Action.** Discussion and receive status report on Eagle Gas Project and approve the preliminary CDBG (Community Development Block Grant) application to Douglas County in the amount of \$88,700 to pay for phase 1 tasks, with public comment prior to board action.
2. **Recommended Motion:** Receive a status report on the Eagle Gas Station Project and approve the preliminary CDBG application for \$88,700 for Phase 1 tasks, as discussed in the attached staff report.

Funds Available: ☐ Yes ☒ N/A

Funding is not identified for the project until 2015 - CDBG will help fund the phases of clean up and planning then apply for funding of the construction.

3. **Department:** Administration

Prepared by: Tom Dallaire

4. **Meeting Date:** November 5, 2013 **Time Requested:** 20 minutes

5. **Agenda:** ☐ Consent ☒ Administrative

**Background Information:**

Town staff has been pushing the project forward. A boundary survey is being performed and a title report was obtained this month. A CDBG application was prepared and submitted to Douglas County and is on the November 7<sup>th</sup> BOCC meeting(item 13. A presentation will be made to the BOCC on November 21, 2013 at the Tahoe meeting. A final application will be submitted in December pending the County BOCC recommendations.

The attached staff report provides a status report and includes information on the preliminary CDBG application that has been submitted to Douglas County to help pay for the Phase I costs of planning, site cleanup and tank removal at the Eagle Gas Station site.

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

7. **Board Action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued





Ken Miller, Chairman  
Linda Slater, Vice Chairman  
Lloyd Higuera, Board Member  
Mike Philips, Board Member  
Mary Wenner, Board member

## MEMORANDUM

Date: October 31, 2013  
To: Gardnerville Town Board  
From: Tom Dallaire, P.E., Town of Gardnerville  
Subject: Eagle Gas Station Status Report and CDBG Preliminary Grant Application

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### I. TITLE:

**For Possible Action.** Discussion and receive status report on Eagle Gas Project and approve the preliminary CDBG (Community Development Block Grant) application in the amount of \$88,700 of funding to pay for phase 1 tasks, with public comment prior to board action.

### II. RECOMMENDATION

Staff recommends to the Gardnerville Town Board approval of the preliminary CDBG Application submittal to Douglas County in the amount of \$88,700 to help pay for the Phase I costs at the Eagle Gas Station site.

### III. BACKGROUND

The most recent cost estimate for the redevelopment of the Eagle Gas Station site totals \$564,432. Phase I, which includes the clean up of the site and removal of all underground storage tanks, is projected to cost \$175,700. Phase II, which includes site improvements and the renovation of the building, is projected to cost \$388,742. The projected costs do not include storm drainage improvements or Highway 395 realignment at the "S" Curve.

To help pay for the Phase I costs of project planning and site cleanup, staff has submitted a preliminary application to Douglas County for Community Development Block Grant (CDBG) funds in the amount of \$88,700. Combined with the Brownfields Grant, the CDBG funds will allow the Town to prepare the site for future improvements, including design work for the site and the building.

### IV. DISCUSSION

The Town of Gardnerville has submitted a preliminary application for \$88,700 in Community Development Block Grant (CDBG) funds to Douglas County (See Attachment 1). This preliminary CDBG application requests funding to remove the underground fuel tanks (which are not covered by the Brownfields Grant) and to hire an architecture/engineering/landscape architecture firm to prepare development designs. The Town of Gardnerville is requesting CDBG funds in order to transform the property from an abandoned gas station into a public

facility which will serve residents, businesses, and visitors. As approved by the Town Board, the Eagle Gas Station Redevelopment Plan will utilize the existing building as a meeting room for Main Street Gardnerville and other organizations, accessory visitor parking, a monument sign with changeable copy, an information kiosk, a DART bus stop, enhanced landscaping with decorative lighting and Main Street benches, and an Electric Vehicle Charging station. As additional grant funds becomes available, the Town will also move forward on flood and transportation safety improvements at this site.

As documented in the CDBG application, the Eagle Gas Station is located in a low and moderate income area, based on 2000 Census data (CDBG applicants have been instructed to still use 2000 Census data).

The preliminary application will be presented to the Board of Commissioners on November 7<sup>th</sup> with presentations scheduled on November 21<sup>st</sup>. The Board will approve the ranking of the applications on December 5<sup>th</sup>. If the Eagle Gas Station application is ranked favorably, the Town of Gardnerville will submit a final application to Douglas County by December 31<sup>st</sup>. The CDBG schedule for 2014 applications to Douglas County and to the State of Nevada is as follows:

#### Preliminary CDBG Applications to Douglas County

- November 7, 2013 - Board of Commissioners Meeting
  - Conceptual grants briefly introduced by staff. County staff will request additional grant ideas.
  - "Summary of Past Performances" must be reviewed and approved by the Board
- November 21, 2013 - Board of Commissioners Lake Tahoe Meeting
  - Applicants can give a brief (5 minute) presentation on their proposed grant.
  - Public comment taken on conceptual grants
- December 5, 2013 - Board of Commissioners Meeting
  - Grants ranked (2 County specific grants and 1 state wide grant can be submitted to CDBG)
  - Ranked applications will be requested to submit a complete CDBG application to the County by December 31, 2013 (Hard Copy and Digital).

#### CDBG Applications to State of Nevada

- January 7, 2014 - Grants due to CDBG office
- March 25-27, 2014 - Tentative Advisory Committee Meeting – recommendations for funding. *Applicant presents grant and discusses any changes to grant since submittal.*
- May 2014 - Governor's letters mailed
- July 2014 - Grant awards sent out



### Brownfields Grant

The Brownfields Grant is currently projected to provide approximately \$40,000 to pay for removal of the underground heating oil and waste oil tanks, the above ground kerosene tank, soil sampling around these same tanks, and surveys of the building for asbestos and lead-based paint evaluation. NDEP is currently waiting for final authorization from the U.S. Environmental Protection Agency (EPA) regarding Davis-Bacon wage rates for the project. Once this approval is received, NDEP will authorize McGinley & Associates to proceed with the work.

### Petroleum Fund

The Town of Gardnerville has successfully reenrolled the site in the State's Petroleum Fund. If there is any soil contamination discovered around the underground fuel tanks, the Petroleum Fund will help pay for remediation costs.

### **V. Conclusion**

The Town's preliminary CDBG application for \$88,700 will be revised during the coming weeks as final numbers are received for the Brownfields grant and the proposed design work. Since the Brownfields Grant can only fund a portion of the clean up tasks at the Eagle Gas Station site, the CDBG funds will enable the Town to finish the Phase I tasks and to hire an architecture and engineering firm to prepare the designs for the site and the building.

#### Attachments:

1. Preliminary CDBG Application for Eagle Gas Station

### Board meeting Topics of Discussion / Notes:

- 
- 
- 
- 
- 
-

**Eagle Gas Station Redevelopment Project  
Submitted by Town of Gardnerville**



**Preliminary CDBG Application Submittal to Douglas County  
October 16, 2013**

# Community Development Block Grant Program

## 2014 CDBG COUNTY APPLICATION

### A. Project Title and Physical Address:

**Eagle Gas Station Redevelopment Project**  
**1395 Highway 395 N**  
**Gardnerville, NV 89410**

### B. Applicant Details:

#### 1. Formal Applicant (Jurisdiction Name, Official Address and Telephone, Contacts):

Name:	<b>Town of Gardnerville</b>
Street/PO Box:	<b>1407 Highway 395 N</b>
Town/City/Zip Code:	<b>Gardnerville, NV 89410</b>
Chief Executive Officer:	<b>Tom Dallaire, P.E., Town Manager</b>
Phone Number:	<b>775-782-7134</b>
Contact Person:	<b>Candace H. Stowell, AICP</b>
Phone Number:	<b>775-882-0414</b>
e-mail address:	<b>chstowell@me.com</b>

### C. Project Information:

#### 1. Project Background and Description:

The Town of Gardnerville is submitting an application for Community Development Block Grant Funds (CDBG) in order to redevelop the former Eagle Gas Station site into a public facility with accessory public parking and other visitor amenities. The property contains .39 acres and is located at the intersection of Highway 395 and Mission Street, also known as the "S Curve" (See Attachment 1, Location Map). The Town of Gardnerville petitioned the Board of County Commissioners, with the help of the Douglas County Clerk's office, to perform a tax sale on the parcel due to the delinquent taxes owed to the County. The County Board of Commissioners unanimously approved the Town's request in February 2013. Following the mandatory 90 day redemption period, Douglas County transferred the site to the Town of Gardnerville on June 7, 2013.

The property has been used as a gas station for many decades. The existing building, which contains a 1,200 square foot structure with two service bays, was constructed in 1961. The





future land use for the property is Commercial and the current zoning is Commercial General, or CG.

*Existing Situation to be Addressed by the Proposed Project*

The Town of Gardnerville is requesting \$88,700 in CDBG funds for a multi-phased project to redevelop the former Eagle Gas Station into a public facility. This project involves removal of underground (4) and above ground storage tanks (1), the station canopy, and the fuel dispensing lines. The project also includes renovations to the existing service station building and surface site improvements including: accessory public parking, site amenities, and an underground storage facility to improve the drainage along this section of Highway 395. The proposed drainage improvements will increase public safety during flood events. In addition, the Town intends to improve transportation safety by working with NDOT to design and construct a larger turning radius at this section of highway. The "S" Curve needs to be improved to eliminate the reoccurring problem of large vehicles driving over a portion of the Eagle Gas Station site as they head northbound on Highway 395.

*Conditions/Concerns that Warrant Intervention*

Since Eagle Gas is an abandoned gas station with underground and above ground storage tanks containing fuel, kerosene, heating oil, and waste oil, CDBG funds are requested to clean up the site and redevelop the site as a public facility. The previous owner had a record of neglect and failed to submit the mandatory reports related to underground tank testing. The facility was red tagged by NDEP in November 2012 for non-compliance. The site reported contamination back in 2004, which was addressed by the previous owner, and the case was closed by NDEP. The subject site is located within the 10 year ground water plumb of three (3) public water wells for the Gardnerville Water Company.

Justification for Project

*Redevelopment and Revitalization.* The redevelopment of the Eagle Gas Station Site represents a significant opportunity to further revitalize the historic core of Gardnerville, while cleaning up a site containing a potential groundwater contamination situation. This site serves as the southern gateway to the historic downtown core, which includes late 19<sup>th</sup> century structures that house stores, restaurants, and hotels. The Eagle Gas Station site is located within the boundary of the Main Street Gardnerville district (See Attachment 3, Main Street Gardnerville Boundary). By removing the remnants of the old gas station and redeveloping the site to serve as a Meeting Room along with accessory public parking, the Town will be able to implement the land use goals and actions contained in the Douglas County Master Plan, the Town of Gardnerville Plan for Prosperity, the Town of Gardnerville Parking District Strategy, and the Main Street Gardnerville Committee Plans.



### *Flood Mitigation.*

In addition, the redevelopment of this site will allow the Town of Gardnerville to eventually implement storm drainage improvements along this portion of Highway 395, which will reduce flood hazards from the Carson River. The Town will coordinate and work with NDOT to install an underground storm water storage facility to allow for the free flow of storm water from the highway into the underground system where the water will be discharged into the existing storm drain system, currently maintained by the Town. The proposed improvement will utilize low impact development practices to further reduce the volume of stormwater runoff currently be discharged at this existing parcel.

### *Transportation Improvements*

The Eagle Gas Station Site now contains three curb cuts which access Highway 395 when there should only be one access point. By eliminating excessive curb cuts and improving the turning radius at the "S" Curve, the Town of Gardnerville will be able to improve safety for vehicles and pedestrians.

### Justification for Requesting CDBG Funds

The Town is requesting CDBG funds under Section 105 (a) (2) of the Housing and Community Development Act of 1974. The Town of Gardnerville is working to complete the clean up of the site and to carry out pre-development planning work which will facilitate the transformation of the property into a public facility which includes accessory public parking and additional visitor amenities. The Town has been awarded a Brownfields Grant from the State of Nevada to remove the single 550 gallon used oil tank and 550 gallon heating oil tank. However, the Brownfields Grant may not be used to pay for the removal of the underground gasoline storage tanks or for any proposed site improvements. CDBG funds will allow the Town of Gardnerville to complete the clean up of the site and to pay for site and building designs and construction estimates needed to make this a successful community project.

### **PROJECT DESCRIPTION**

The Eagle Gas Station Redevelopment Project is located at 1395 Highway 395 N (APN # 1320-33-402-075) in the Town of Gardnerville (See Attachment 1). The site is 0.39 acres, is currently zoned as Commercial General and is designated with a future land use of Commercial in the Douglas County Master Plan. The site is also located within the Main Street Gardnerville District (see Attachment 2). The site contains a 1,200 square foot steel frame structure with brick veneer exterior, constructed in 1961. There is also a canopy over the old fuel dispenser bays that will need to be removed.

### *Redevelopment Project and Phasing*

Since acquiring the property in June 2013, the Town has removed four fuel dispenser pumps and removed the shelving, cabinets, refrigeration units and debris that was left inside the old service station building. The redevelopment of the site is expected to occur in two or three phases, with the first phase focused on site remediation and preparation of design and engineering plans to better understand the scope of improvements that are needed on the site and for the building.





### *Project Feasibility*

The Eagle Gas Station Redevelopment Project involves renovations to an existing building, site improvements that will allow for accessory public parking, new ADA sidewalk and curb and gutter, landscaping, Gateway signage for downtown Gardnerville, a DART bus station and an electric vehicle charging station. The building renovation will contain an information kiosk and map of Gardnerville and the Carson Valley, two public restrooms, a public meeting room for small businesses to utilize for interviews, or larger meetings that would otherwise be charged at other complexes. While the entire project may take at least 5 years to complete, the Town of Gardnerville has the capacity to complete a phased project that is being proposed as funding becomes available.

### *Preliminary Budget*

The Town has begun to apply for funds to assist with the redevelopment of the site and has encouraged public review and input during the summer of 2013. The preliminary budget for this redevelopment project is shown in Attachment 6.

On September 23, the Town learned that the Nevada Division of Environmental Protection (NDEP) had approved its Brownfields application to remove the used oil and heating oil storage tanks.

The Town will continue to be responsible for the maintenance and upkeep of the property and would pay for these expenses out of General fund expenditures and the budget for the site will be evaluated on an annual basis.

## 2. Project Phasing

*Is the proposed project part of a larger project or is it a stand-alone project?*

The Eagle Gas Station Redevelopment Project is a stand-alone project. However, the storm drainage improvements would tie this site development into a larger flood control project the Town is currently designing and expects to construct once funding becomes available. State Question One funds were used for the acquisition of the neighboring 7.34 acres of ranch land property, and Question One funds will be used to construct the flood channel necessary for the storm drainage proposed for this site.

*Can the proposed project be implemented in different phases? If yes, please explain.*

The redevelopment of the Eagle Gas Station site will need to proceed in at least two phases. The request for 2014 CDBG funds is related to Phase One of this redevelopment project. Phase One involves removal of all of the environmental hazards and further studies and preparation of the improvement plans for the building and the site. These plans will provide construction cost estimates for the project and will provide the basis for future funding requests.

*Have CDBG funds been used for an earlier phase or for prior work related to this project? If yes, please provide details.*

The Town of Gardnerville has never used CDBG funds for this site, as the subject property was privately owned until the Town acquired the site in June 2013.

### 3. Project Readiness:

Since acquiring the site from Douglas County in June 2013, the Town of Gardnerville has been able to remove much of the site debris left behind from the previous owner and has also removed all items from the service station building. Town Staff and Consultant held a public workshop on September 7<sup>th</sup> to review three redevelopment options as well as potential site amenities. The site plan for the preferred redevelopment option is contained in this application and represents the plan most preferred by the public (See Attachment 8, Proposed Site Plan). The Town continues to maintain the site and has replaced broken windows and is currently working to remove trees behind the building so the storage tanks can be removed as soon as the funding is available. The Phase One improvements are well underway as evidenced by the Town's receipt of a Brownfields Grant from the State of Nevada.

### *Other Funding Sources*

The Town of Gardnerville reenrolled the Eagle Gas Station property into the State Petroleum Fund (which provides coverage for contamination for leaking UST's) and also applied for State of Nevada Brownfields funds. In addition, the Town included the proposed flood mitigation project in the 2013 Douglas County Hazard Mitigation Plan which will allow the Town to apply for FEMA Hazard Mitigation Funds. The proposed highway improvements at the "S" Curve will be submitted to the 2014 NDOT Transportation Alternatives TAP) Program to carry out flood mitigation and highway safety improvements being considered for this site.

### *Environmental Review*

During 2012 and 2013, Phase I and Phase II Environmental Site Assessments were carried out by Krazan Associates. The assessments did not find evidence of concentration of heavy contamination in the soil where samples were drilled. The ground water fluctuates between 8 and 12 feet deep at the site. There was a leak from the tanks in 2004, which was repaired by lining of the existing steel tanks and adding a cathodic protection unit to the system to aid in reducing the deterioration.

The NDEP Brownfields Grant will pay for an asbestos and lead-based paint survey of the building and will also include soil samples around the underground waste oil and heating oil tanks to test for any soil contamination. The Brownfields Grant survey work has not been carried out yet, but is expected to be completed during November 2013.

### *Prior Work/Preliminary Planning*

During the summer of 2013, the Town Manager and Engineering Technician developed several redevelopment options for the Eagle Gas Station Site. Three options were created for public review and comment. Two options proposed to demolish all structures on the site and use the site only for public parking, while a third option retained the existing building for use





as a meeting room for Main Street Gardnerville. More information on the public outreach process and selection of a preferred redevelopment option is discussed under Section 4, Project Context.

#### *Capacity to Implement Project*

As the owner of the Eagle Gas Station site, the Town of Gardnerville has the capacity to implement the redevelopment of the site. In addition, the Executive Director of Main Street Gardnerville would be able to help manage the use of the building as a meeting room for Main Street and as a visitor information center. Further, the Carson Valley Visitors Authority is supportive of having more information available to people traveling through the Town of Gardnerville.

#### *Other Permits*

The Town of Gardnerville will need to submit building permits and a design review application for the site improvements to Douglas County Community Development Department. The Town will need to meet with NDOT to determine if additional right-of-way needs to be acquired from this site and the adjacent property to the north to improve the “S” curve (see Attachment 7). A preliminary plan is being developed for review by NDOT.

#### 4. Project Context:

There are several planning documents which address the Eagle Gas Station Site specifically as well as in general terms, including the Douglas County Master Plan (2011) the Town of Gardnerville Plan for Prosperity, the Town of Gardnerville Parking District Strategy (2007), and Main Street Gardnerville Committee Plans. The site was identified as a prime location for public parking to serve the businesses within Main Street Gardnerville.

The Town of Gardnerville provided many opportunities for public input during the summer of 2013. In order to solicit public input on redevelopment options for the site, the Town held a public workshop on September 7 and also posted an online survey for the remaining month of September. A summary report on the Workshop as well as the online survey is provided as Attachment 3. Public input has favored retaining the service station building and renovating the building so that it may be used as an information center and a meeting room for Main Street Gardnerville and the general public. In addition, there is strong support for adding an electrical vehicle charging station as well as a bus stop for Douglas Area Rapid Transit (DART). The proposed site plan favored by the public is provided as Attachment 8.

#### 5. Additional Items

##### *Project Impact*

The redevelopment of the Eagle Gas Station site as a public facility, which includes the removal of underground and above ground storage tanks and possibly abatement of lead and/or asbestos in the service station building, will create a significant benefit to the Town of Gardnerville. CDBG funds will help the Town of Gardnerville remove



environmental hazards and redevelop the site as a gateway entrance for Main Street Gardnerville, which will benefit residents, businesses, and visitors. As importantly, the redevelopment of the site will allow the Town of Gardnerville to implement flood and transportation safety improvements, which are long overdue at this location.

### *Resource Leveraging*

The preliminary budget (Attachment 6) provides itemized costs as well as the actual and potential funding source for each item. The total estimated cost for the redevelopment of the Eagle Gas station into a public facility with accessory parking, a gateway sign, electric vehicle charging station, public restrooms, and enhanced landscaping is \$564,432, not including the storm drainage costs. The preliminary budget shows two phases for the project. The first phase, which includes site remediation and predevelopment costs, is projected to cost \$175,700. The Town of Gardnerville has already expended \$21,000 in funds for this first phase. Douglas County has also contributed to this project by transferring the parcel to the Town of Gardnerville and waiving the back property taxes owed to the County in excess of \$26,000. The NDEP Brownfields Grant, which has already been awarded to the Town, will pay for approximately \$40,000 in site cleanup costs to remove two underground storage tanks (heating oil and waste oil) and one above ground storage tank (kerosene), tree removal and environmental surveys of the building. The second phase of the redevelopment project includes the actual site improvement and building renovation costs once the public has the opportunity to voice their input on the final site design and building elevations and improvements. This phase is projected to cost \$388,732, not including the proposed storm drainage costs.

The Town of Gardnerville is requesting \$88,700 in CDBG Funds, or 50% of the total projected cost for Phase One. Phase Two will include potential funds from NDOT and FEMA to pay for the storm drainage and transportation improvements at the site.

### *Benefits to LMI*

The Eagle Gas Station site is located in Census Tract 1.01 (2000 Census Census Tracts). Based on the 2000 Census LMSID data, the percentage of low-income persons is 59% in Block Group 1 and 53 % in Block Group 2, as shown in the table below.

CT/BG	Low Mod	Low Mod Univ	Low Mod Percentage
1.01/1	724	1233	59
1.01/2	751	1419	53

### *Risk Analysis*

The Town of Gardnerville has been awarded several grants in recent years. Most recently, the Town was awarded an NDEP Brownfields Grant for the Eagle Gas Station site. The Town is also the recipient of several NDOT TAP projects, Nevada State Lands Question 1 funding, and Land and Water conservation funding for multimodal trail improvement projects. The Town of Gardnerville has the expertise and staff to carry out the Eagle Gas Redevelopment Project. Since acquiring ownership of the property, the



Town of Gardnerville has expended \$21,000 on the Eagle Gas Station.

## 6. Summary

CDBG funds will allow the Town of Gardnerville to remove the underground gasoline storage tanks at the Eagle Gas Station site and to prepare site improvement and building renovation plans for the property. Once the design plans are completed, the Town expects to apply for additional CDBG funds in 2015 to carry out the actual improvements on the site.

### Attachments:

- 1) *Location Map*
- 2) *Main Street Gardnerville Boundary*
- 3) *Summary Report on Public Workshop and Online Survey*
- 4) *Eagle Gas Station Redevelopment Simulation*
- 5) *Newspaper Articles from Record-Courier*
- 6) *Preliminary Budget for Eagle Gas Station Redevelopment Project*
- 7) *Proposed Eagle Gas Station Boundary Line Adjustments*
- 8) *Proposed Site Plan for Eagle Gas Station*



# Eagle Gas Station



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# **EAGLE GAS STATION REDEVELOPMENT PROJECT**

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**SUMMARY OF PUBLIC COMMENTS RECEIVED  
DURING SEPTEMBER 2013**





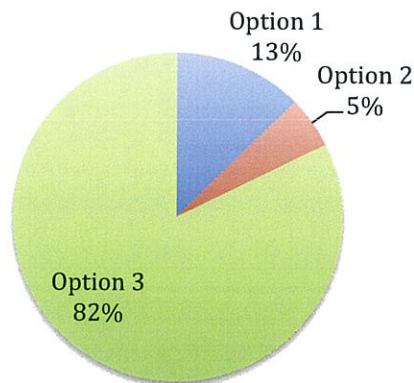
## **Eagle Gas Station Redevelopment Project Summary of Public Comments during September 30, 2013**

Public review and comment on the Eagle Gas Station Redevelopment Project was obtained during the September 7<sup>th</sup> Public Workshop at the site as well as an online survey during September. The Town of Gardnerville requested public comments on three redevelopment options as well as potential amenities for the site. More information on the Workshop and the Online Survey is provided below.

### **I. Eagle Gas Station Public Workshop on September 7**

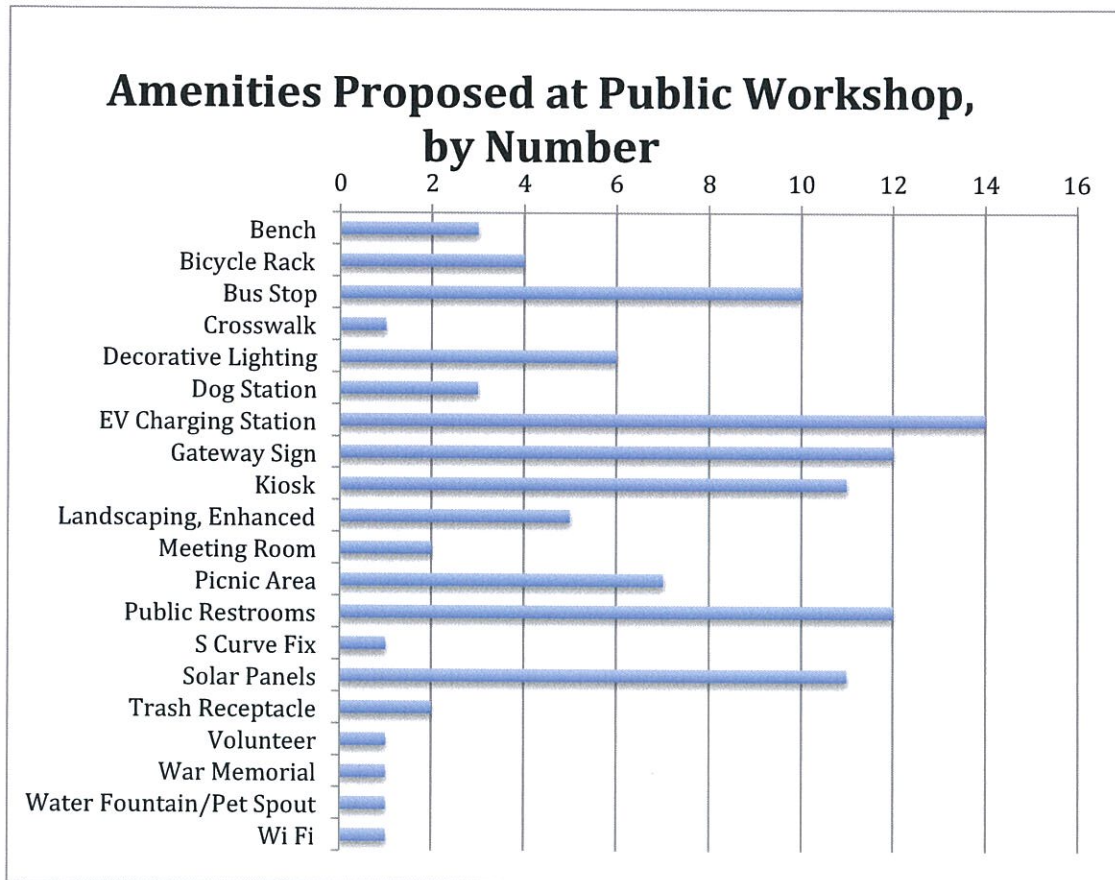
At the Public Workshop on September 7, participants were asked to select their preferred redevelopment option. Each participant was provided with 4 dots, or points, to select one or more preferred redevelopment options. Options 1 and 2 proposed demolition of all structures on the site while Option 3 retained the main building. All redevelopment options proposed public parking, drainage improvements, and a gateway sign. As shown in the figure below, 13% of the points (10) were for Option 1, 5% of the points (4) were for Option 2, and 82% of the points (65) were for Option 3.

### **Redevelopment Options Selected at Public Workshop, by Percentage (Total Points Used = 70)**



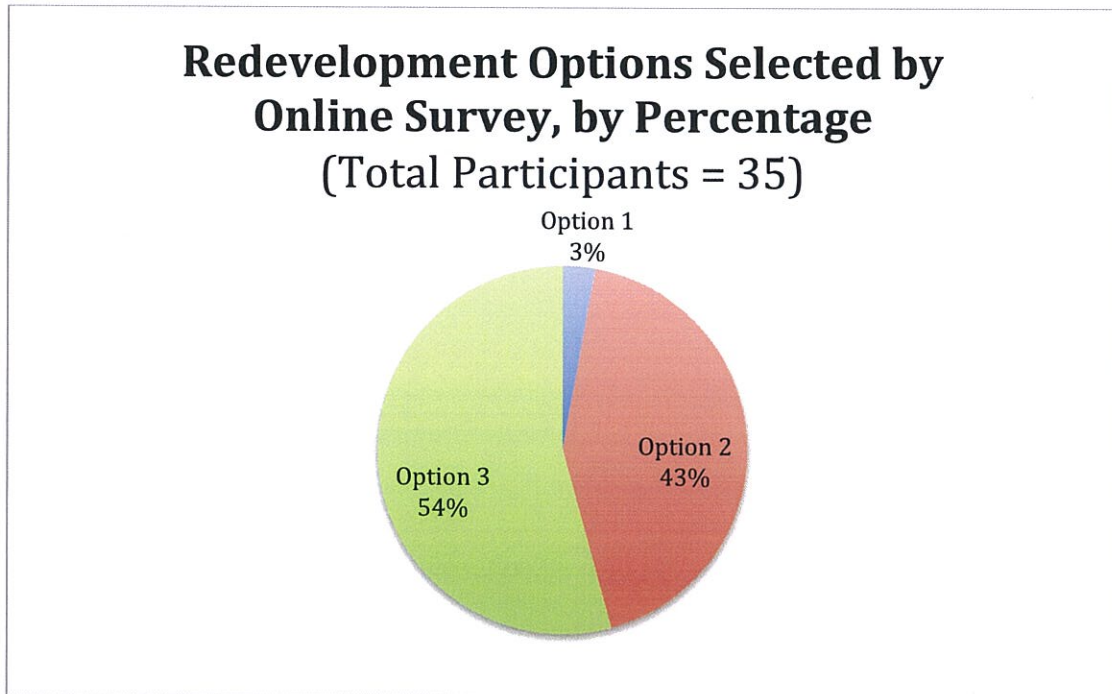


The September 7<sup>th</sup> public workshop included a discussion of possible amenities for the site. Participants were allowed to select 5 potential amenities for the site. As shown in the figure below, the most popular amenities chosen by Workshop participants included a bus stop (10), an electric vehicle charging station (14), a Gateway Sign (12), a Kiosk (11), Public Restrooms (12), and Solar Panels (11).



## II. Eagle Gas Station Online Survey

The online survey was posted on the Town's webpage from September 13 through September 30. There were a total of 35 responses from the public. The public feedback on the preferred redevelopment option for the Eagle Gas Station Site, based on the results of the Online Survey, showed that 3% (1 respondent) in favor of Option 1, 43% (15 respondents) in favor of Option 2, and 54% (19 respondents) in favor of Option 3. The figure below depicts the percentage for each redevelopment option.

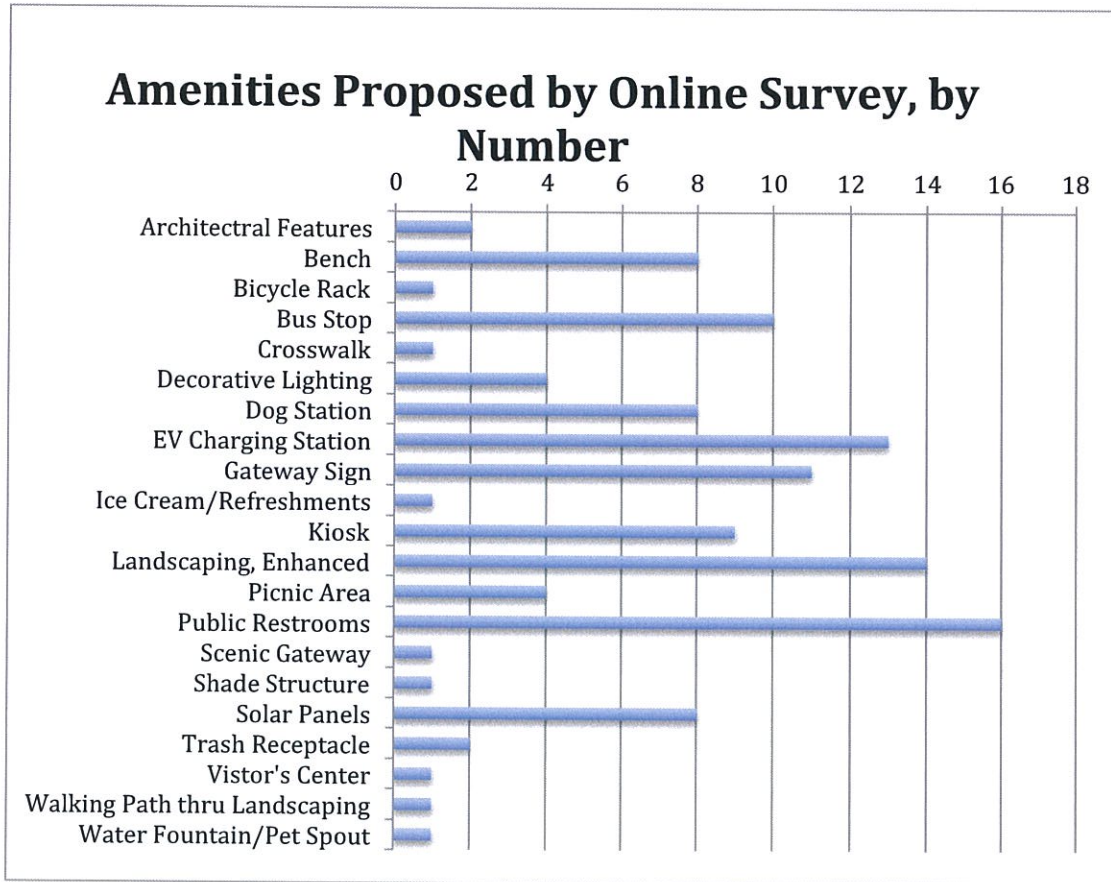


The online survey allowed respondents to provide open-ended comments on the redevelopment options. Below are the 7 responses that were submitted by the public:

1. What are the parking spaces for? I think just landscaping is sufficient.
2. It would be great to find & show old pics of station on kiosk from when it was shell station & former owner history.
3. Option one is bizarre... it has a smaller building, yet fewer parking spaces... and an unsafe exit to 395.
4. Turn existing structure into a Visitor's Center.
5. That structure is not a historical building and is an obvious eye sorer. It seriously needs to go!
6. w/ ICE CREAM SHOP.
7. Do we need that many parking spaces in that area? I wouldn't think we would.



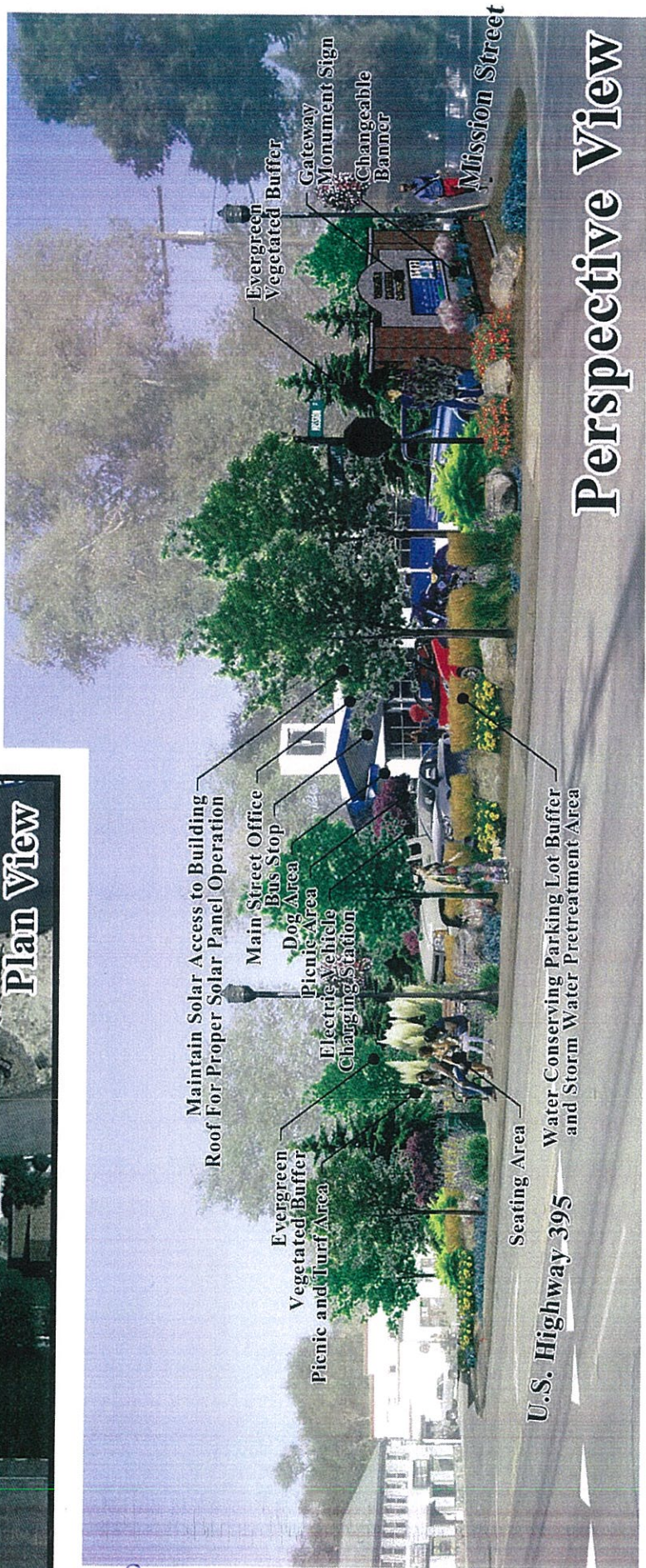
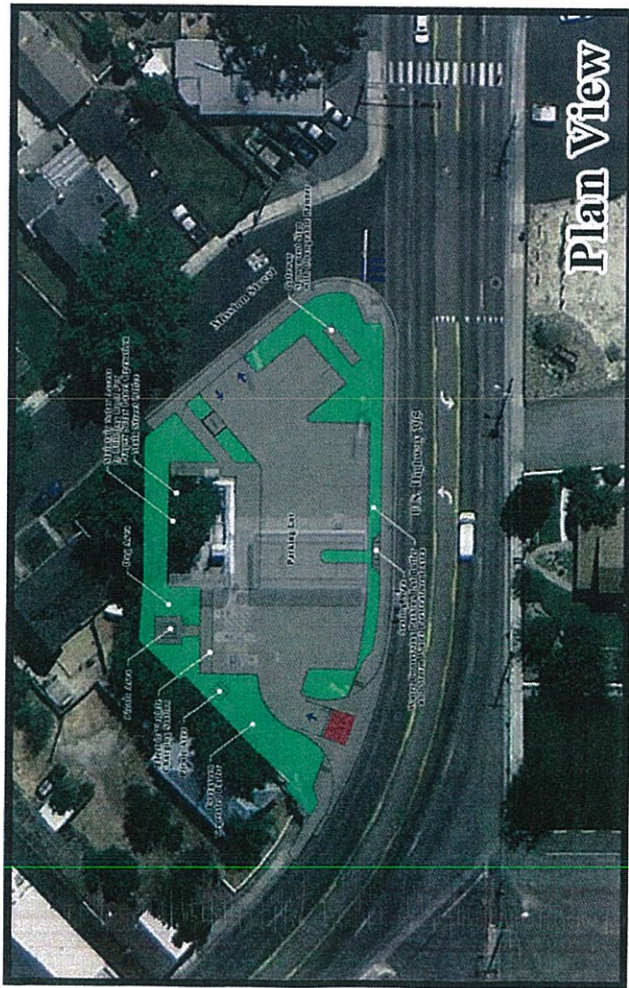
The online survey also asked for suggestions on site amenities. As shown in the bar chart below, the most popular amenities included a bus stop (10), an electrical vehicle charging station (13), a gateway sign (11), enhanced landscaping (14), and public restrooms (16).





# Eagle Gas Station

## Downtown Gardnerville Gateway





## Attachment 5

### Eagle Gas Station Articles from The Record-Courier

Town OKs keeping gas station at entry | RecordCourier.com

10/11/13 6:56 AM

by Kurt Hildebrand  
khildebrand@recordcourier.com

October 3, 2013

## Town OKs keeping gas station at entry



The Eagle Gas Station in Gardnerville.

- [⏪](#)
- 1 of 1 images
- [⏩](#)

Longtime Carson Valley resident Sondra Condrón told members of the Gardnerville Town Board she was pleased they were keeping the gas station building that was built by her father, Virgil.

She said her dad, Virgil, and family moved to Carson Valley and purchased what today is referred to as Eagle Gas Station in 1958.

“My dad bought the little gas station that was there before,” she said. “The Shell distributor said they would build a new station in 1961. Remember that in 1958 there were 2,500 people in the Valley, and to be anybody in town you had to be German, Lutheran and Republican. And we weren’t any of those things.”

<http://www.RecordCourier.com/news/8374526-113/station-gas-town-dallaire>

Page 1 of 2

She said a couple of the old timers came to her father, and told him that he would have to be in business for 10 years before they would patronize him.

"He said, 'I'm the first gas station on the road from Los Angeles, and I'll get your kids,'" she said. "And he did. He hired all kids from Douglas High School. He would let them work on their cars in the garage. As kids we all had to work at the gas station."

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Town Manager Tom Dallaire said that 54 percent of the respondents to an online poll favored keeping the building, which could become offices for Main Street Gardnerville.

Dallaire said state environmental inspectors found 3 inches of liquid in the bottom of the gas station's tanks, that will be have to be pumped out.

He also said the big trees on the back portion of the lot will have to be taken down because they're too close to the waste oil tank.

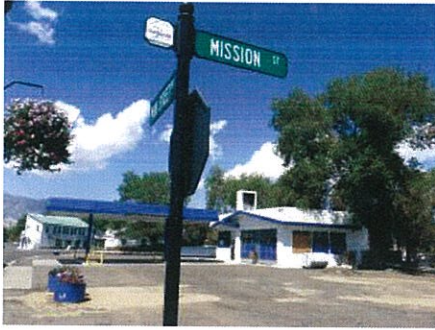
"Considering how big a project this is, we should expect it will change over the years," board member Lloyd Higuerra said.

At a Sept. 7 workshop residents voted overwhelmingly to keep the gas station.

The project could cost up to \$416,000, which Dallaire plans to pay for using grants over the next 10 years.

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The Eagle Gas Station in Gardnerville.

- ⏪
- 1 of 3 images
- ⏩

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Gardnerville residents attending a workshop at the former Eagle Gas Station on Saturday overwhelmingly thought the building should be preserved on the site.

Town Manager Tom Dallaire described three options to residents, two of which included removing the building. A third option that preserves the building on the site was a favorite with the two dozen that attended the Saturday session.

Mission Street resident Judy Mello expressed concern that someone unfamiliar with the intersection might attempt a left turn onto Highway 395.

"It's virtually impossible to turn south onto Highway 395," she said. "It's unsafe."

Mello voted to keep the gas station building on the property.

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"What I love about option three is that the building's a huge sound barrier for me, and it would be a shame to tear down the building."

Ken Douglas suggested that instead of having an electric vehicle charger the town set up a war memorial.

Douglas, who served in the U.S. Navy as a corpsman, said Douglas County doesn't have anything to recognize veterans.

## Staff Reports

September 5, 2013

### Gardnerville hosts gas station workshop

Gardnerville will be hosting a public workshop on Saturday to show plans for the future of the former Eagle Gas Station on Highway 395, and ask residents for their ideas.

The workshop will be 9-11 a.m. at the site, 1392 Highway 395.

The town acquired the gas station in June after it was taken over by the county. Attempts to sell the station failed to raise enough money to cover its tax bill.

According to Gardnerville Town Manager Tom Dallaire the station's fuel tanks aren't leaking, which was a major concern.

Under three plans that will be presented to the public on Saturday, one removes all the structures for off-street parking, another puts more landscaping on the site and a third leaves the building that could be used as an office for Main Street Gardnerville, the visitors center and a meeting room.

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The site could also serve as a bus stop for downtown.

©2005 - 2013 Swift Communications, Inc.



by Kurt Hildebrand  
khildebrand@recordcourier.com

August 10, 2013

## Station key to storm drainage



The Eagle Gas Station in Gardnerville.

- <<
- 1 of 1 images
- >>

The former Eagle Gas Station is a lot more valuable for what could go under it, than what's standing on it.

Gardnerville Town Manager Tom Dallaire told members of the town board on Tuesday that installing flood control structures under the property could go a long way toward making Highway 395 passable in a flood.

Dallaire said the gas station's fuel tanks are sound, but that his plan was to dig them up when the town has money.

Thanks to the testing, the town can now enroll in the state petroleum fund, which will help to pay to

by Kurt Hildebrand  
khildebrand@recordcourier.com

August 2, 2013

## Gardnerville moves forward with Eagle Gas plans



- <<
- 1 of 1 images
- >>

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One of the spectres haunting Gardnerville's ownership of the former Eagle Gas station was exorcised when the fuel tanks and pipes were determined to be sound.

"All the tanks and pipes are not leaking," Town manager Tom Dallaire said Monday. "We're going to enroll in the state petroleum fund so if they start leaking, we'll be able to fix them."

The town's plans for the gas station, which came into its possession on June 5, are still a work in progress.

Town workers cleaned out the broken glass and food that was inside. Gone are the signs advertising specials on beer and energy drinks, as are the light poles, signs and poles.

The line and tank testing was done in early July, costing the town \$2,000.

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# ATTACHMENT 6

## 2014 CDBG Application - Preliminary Budget

Revised October 11, 2013

Item	NDEP Brownfields (Awarded 9/23/13)	NV Energy	NV CDBG	FEMA Mitigation	NDOT - TAP	Douglas County	Town of Gardnerville	Total
<b>Phase One</b>								
Land Acquisition						\$26,000	\$3,000	\$26,000
Debris Removal							\$2,800	\$2,800
Tank and Line Testing							\$600	\$600
Petroleum Fund Enrollment (FY's 2012-2014)							\$0	\$0
Title Report							\$1,100	\$1,100
Window Repairs								
Removal of Waste Oil UST, Heating Oil, Kerosene Tank AST, Asbestos and Lead-Based Paint Survey	\$40,000							\$40,000
Removal of 3 Fuel USTs			\$23,500					\$23,500
Demolish Canopy structure			\$15,200					\$15,200
Public Outreach and Grant Applications (C.H.Stowell Contract)							\$5,000	\$5,000
In-House Design Work for Redevelopment Options							\$3,000	\$3,000
Visual Simulation Renderings (R.O. Anderson Contract)							\$1,500	\$1,500
Property Survey (R.O. Anderson Contract)							\$4,000	\$4,000
Site and Building Design Contract			\$50,000					\$50,000
<b>Subtotal</b>	<b>\$40,000</b>	<b>\$0</b>	<b>\$88,700</b>	<b>\$0</b>	<b>\$0</b>	<b>\$26,000</b>	<b>\$21,000</b>	<b>\$175,700</b>
<b>% Total</b>	<b>23%</b>	<b>0%</b>	<b>50%</b>	<b>0%</b>	<b>0%</b>	<b>15%</b>	<b>12%</b>	
<b>Phase Two</b>								
Surface Demolition Costs (Removal of asphalt, cement)			\$62,161					\$62,161
Re-Paving and Striping			\$73,200					\$73,200
5' Sidewalk w/ ADA Design				\$39,372				\$39,372
6 " Median Curb			\$7,515					\$7,515
24" Curb & Gutter				\$16,864				\$16,864
9" Commercial Valley Gutter Spandrel				\$17,496				\$17,496
Landscaping			\$40,624					\$40,624
Lighting			\$4,500					\$4,500
Building Renovations			\$60,000					\$60,000
Gateway Monument Sign							\$15,000	\$15,000
EV Charging Station- Dual Port/Chargepoint		\$10,000						\$10,000
Solar Panels		\$30,000						\$30,000
Trash Enclosure			\$12,000					\$12,000
Storm Drainage improvements - not included in estimate								\$0
<b>Subtotal</b>	<b>\$0</b>	<b>\$40,000</b>	<b>\$260,000</b>	<b>\$0</b>	<b>\$73,732</b>	<b>\$0</b>	<b>\$15,000</b>	<b>\$388,732</b>
<b>% Total</b>	<b>0%</b>	<b>7%</b>	<b>62%</b>	<b>0%</b>	<b>13%</b>	<b>5%</b>	<b>6%</b>	
<b>TOTAL</b>	<b>\$40,000</b>	<b>\$40,000</b>	<b>\$348,700</b>	<b>\$0</b>	<b>\$73,732</b>	<b>\$26,000</b>	<b>\$36,000</b>	<b>\$564,432</b>

9-15



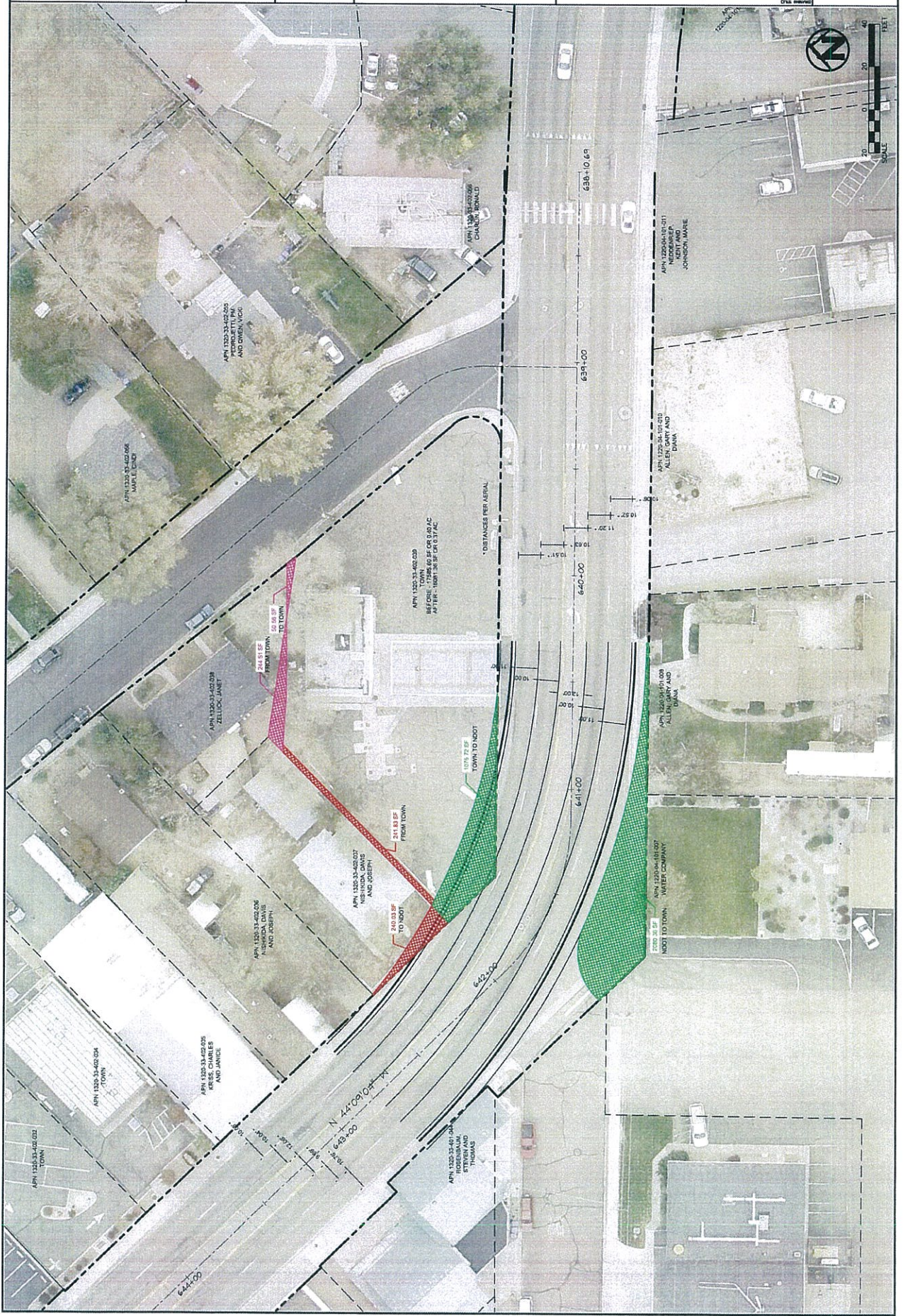
C-01

ON LEASE

PROPERTY TRANSFERS  
EAGLE GAS STATION  
GARDENVILLE, NV



DATE: 7/11/2013	NO.	REVISIONS
APPROVED: TAD	NO.	REVISIONS
DRAWN: JSP	NO.	REVISIONS
DESIGN: JSP	NO.	REVISIONS
DATE: BY	NO.	REVISIONS



9-16



C-02  
SHEET NO.

**KEEPING THE BUILDING  
MAIN STREET GATEWAY**

GARDNERVILLE, NV



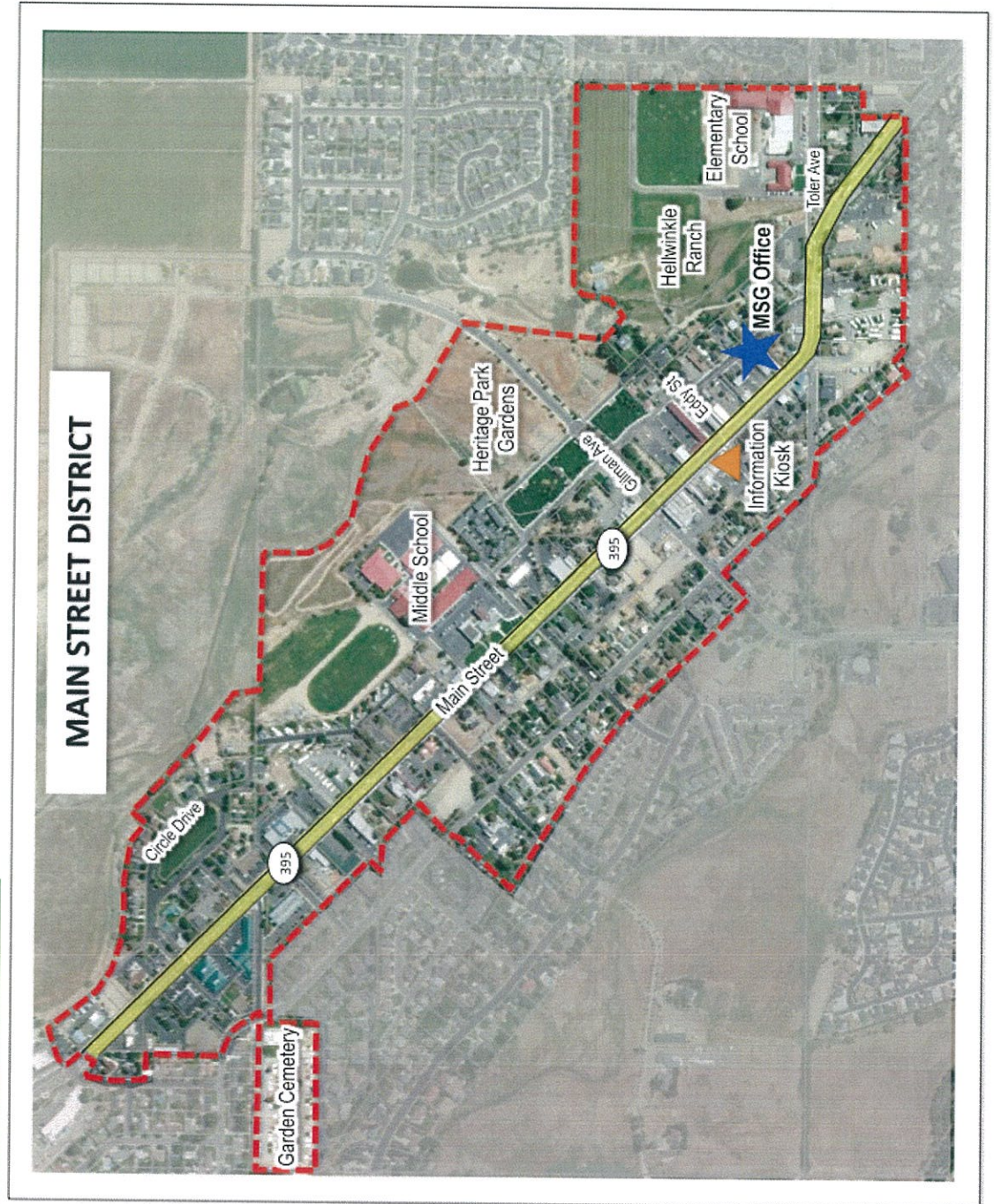
1407 Highway 395 N  
Gardnerville, NV 89410  
970.782.1335  
www.gardnerville-nv.gov

DATE:	9/26/2013
APPROVED:	TAD
DRAWN:	JSP
DESIGN:	JSP
NO.	
DESCRIPTION	
DATE	
BY	



9-17









**Gardnerville Town Board**

**AGENDA ACTION SHEET**

1. **For Possible Action.** Discussion and approval of the NV Energy Charging Station Shared Investment Program agreement for a dual port ChargePoint EV charging station (CT4021) on Eddy Street, and fund the installation, maintenance, and annual fee for the ChargePoint service and provide free service within Gardnerville for the first 5 years, and authorize the town manager to sign project documentation, with public comment prior to board action.

2. **Recommended Motion:** Approve (or Deny) the NV Energy Charging Station Shared Investment Program agreement for a dual port EV charging station on Eddy Street, as discussed in the attached staff report.

**Funds Available:** ☒ Yes ☐ N/A

The street sealing project was under budget and project monies rolling forward in January from 2012/2013 budget year.

3. **Department:** Administration

**Prepared by:** Tom Dallaire

4. **Meeting Date:** November 5, 2013 **Time Requested:** 30 minutes

5. **Agenda:** ☐ Consent ☒ Administrative

**Background Information:**

NV Energy currently has a shared investment program staff wanted to utilize for Eagle Gas site and obtain one amenity which was requested during the public workshop. The Eagle Gas site should not be improved until after it is cleaned up. So this was an alternate location for the unit that will not cost a lot of money to install the unit as the infrastructure is there. The NV Energy program may not be available next year with the new ownership of NV Energy. We can take advantage of this program this year if we can get the work completed by December 15<sup>th</sup>.

The attached staff report provides information about the proposed agreement with Nevada Energy for a dualport charging station on Eddy Street. The NV Energy Shared Investment Agreement will provide a cost rebate to the Town of Gardnerville equal to the cost of the dual port ChargePoint EV charging unit.

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

7. **Board Action:**

☐ Approved ☐ Approved with Modifications  
☐ Denied ☐ Continued





Ken Miller, Chairman  
Linda Slater, Vice Chairman  
Lloyd Higuera, Board Member  
Mike Philips, Board Member  
Mary Wenner, Board member

## MEMORANDUM

Date: October 31, 2013

To: Gardnerville Town Board

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

Subject: NV Energy Shared Investment Agreement for ChargePoint EV Charging Station on Eddy Street

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### I. TITLE:

**For Possible Action. Discussion and approval of the NV Energy Charging Station Shared Investment Program agreement for a dual port ChargePoint EV charging station (CT4021) on Eddy Street, and fund the installation, maintenance, and annual fee for the ChargePoint service and provide free service within Gardnerville for the first 5 years, and authorize the town manager to sign project documentation, with public comment prior to board action. (approx 30 minutes)**

### II. RECOMMENDATION

Staff recommends to the Gardnerville Town Board approval of the NV Energy Shared Investment Program agreement to install a dual port ChargePoint EV charging station on Eddy Street.

### III. BACKGROUND

The Charging Station Shared Investment Program at NV Energy provides cost rebates to organizations that install ChargePoint Electrical Vehicle (EV) charging stations. Nevada Energy has used this program to install EV charging units at the College of Southern Nevada, Desert Research Institute, UNLV, UNR, and Meadowwoods Mall in Reno. Host organizations are responsible for paying for the installation cost and annual license fees while NV Energy will provide a rebate for the cost of the charging unit. The Shared Investment Program will be discontinued at the end of this year and may not be back in the future.

### IV. DISCUSSION

Town staff met with Nevada Energy to discuss possible locations for EV charging stations this past summer. Although the Eagle Gas Station site is the preferred location for the Town's first EV charging station, a charging unit cannot be installed until the site is ready for redevelopment. As a result, staff is recommending Eddy Street as an interim location. Once the Eagle Gas Station site is redeveloped, the dual port charging station can be relocated to the Eagle Gas site and a single port charging station could then be installed at the Eddy Street location if the board



desired to keep it. There will be sufficient history available of the units use to see if there is a benefit to the community as a whole.

If the Town Board approves the contract with NV Energy, the Town would then ask Briggs Electric (the designated electric contractor for the program) to install the unit along Eddy Street. Following site inspection by Nevada Energy, the Town then would receive a rebate check for the cost of the charging unit. As soon as the unit is operational, the station will be added to the network of Chargepoint stations which can viewed on the company's web page ([www.chargepoint.com](http://www.chargepoint.com)). The cost to install the dual port charging station on Eddy Street, which includes the electrical work and the actual unit would be \$11,346.20. Potential funding from NV energy would be \$7,000, leaving the install costs at \$4,346.20 the town would pay to have the unit.

The Town would pay an annual license fee of \$340 for the dual port charging station. At such time as the Eagle Gas Station site has been redeveloped, the dual port charging unit could be relocated to the Eagle Gas site and a single port unit could be installed on Eddy Street if there is enough interest in retaining an EV charging unit on Eddy Street.

## **V. CONCLUSION**

The proposed contract with NV Energy will enable the Town of Gardnerville lead the community in installing a public charging station for electric vehicles. Due to the fact that the program will expire at the end of this year, the Town would like to take advantage of this opportunity. Although the Eagle Gas Station site is preferred, it is premature to install an EV charging station on the property. However, the proposed contract with NV Energy will allow the Town to install a dual port EV charging stations on Eddy Street before the end of the year and relocate the charging station to the Eagle Gas Station site in late 2014 or early 2015.

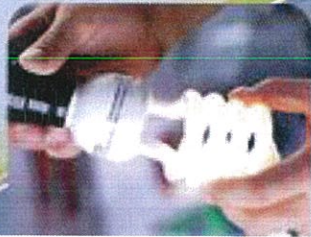
### **Attachments:**

1. Draft NV Energy Charging Station Shared Investment Contract
2. Briggs Quote for Eddy Street EV Charging Station
3. ChargePoint Information Brochure
4. Photo Simulation for Eddy Street Charging Station

### **Board meeting Topics of Discussion / Notes:**

- 
- 
- 
-





19-2



# ***Electric Vehicle Charging - Shared Investment Program***

Travis Johnson

Electric Transportation Program Manager

NV Energy





# Purpose

Partner with large retailers to deploy EV charging stations

- Share the cost of installing charging stations with the host
- Reno and Las Vegas demonstration site launch cities
- Host locations will be retail, shopping malls, multi-housing, communities venues
- Other retail locations to follow first wave of demonstration sites
- Program dramatically lowers the cost for the host through NVE funding





# Details



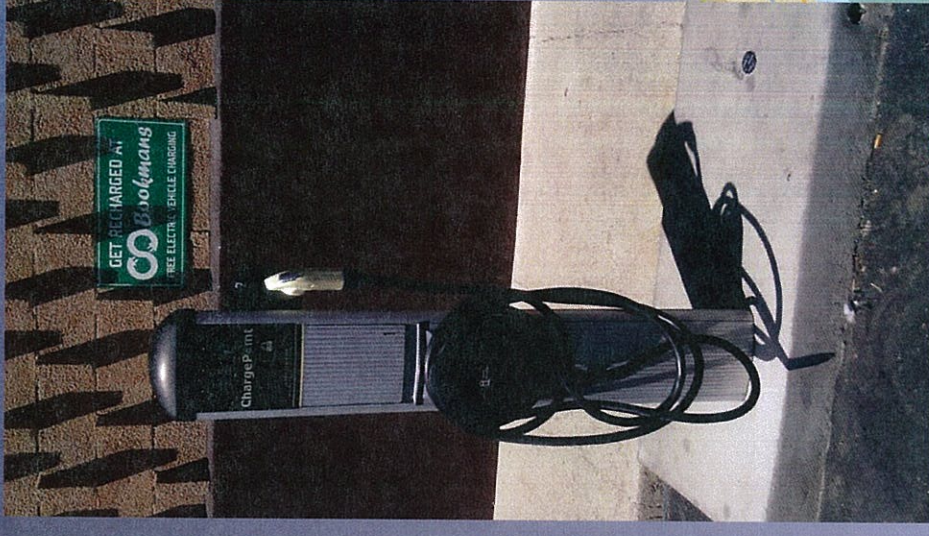
## 5 Year Program

- Host agrees to five year deployment
- NV Energy will contribute \$7,000 per dual cord charging station
- Host offers free charging to customers
- Host agrees to keep stations in working order
- NV Energy can monitor usage to study adoption rates of EVs



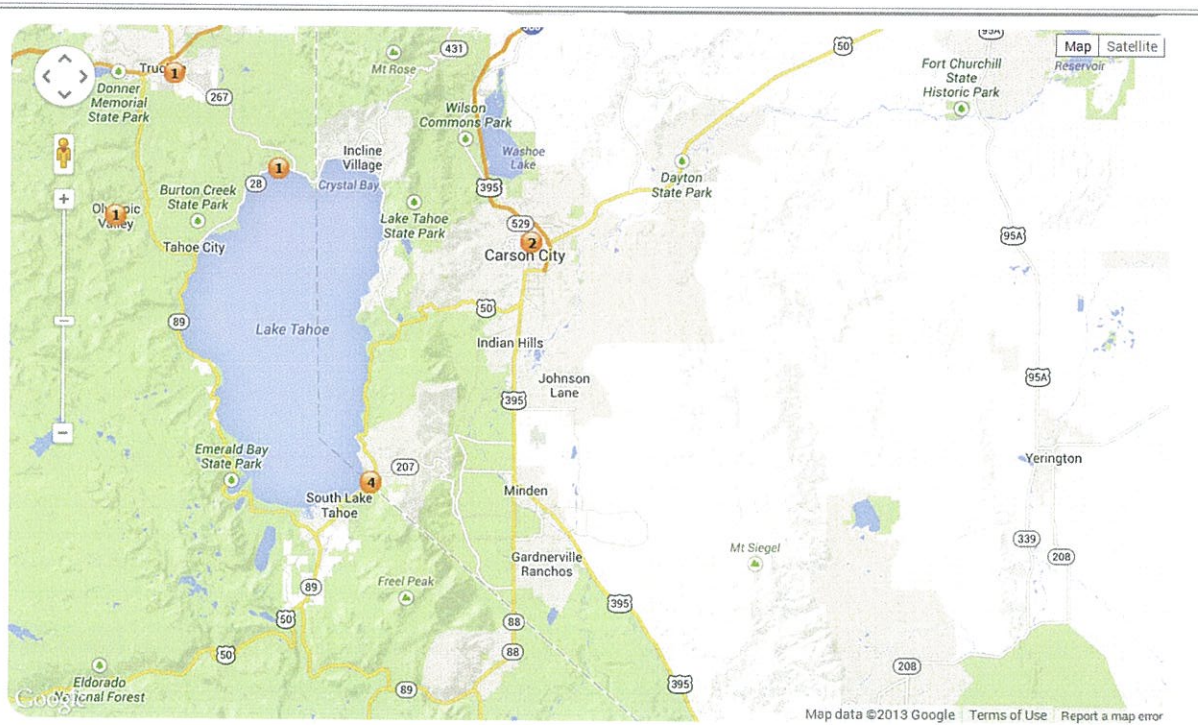
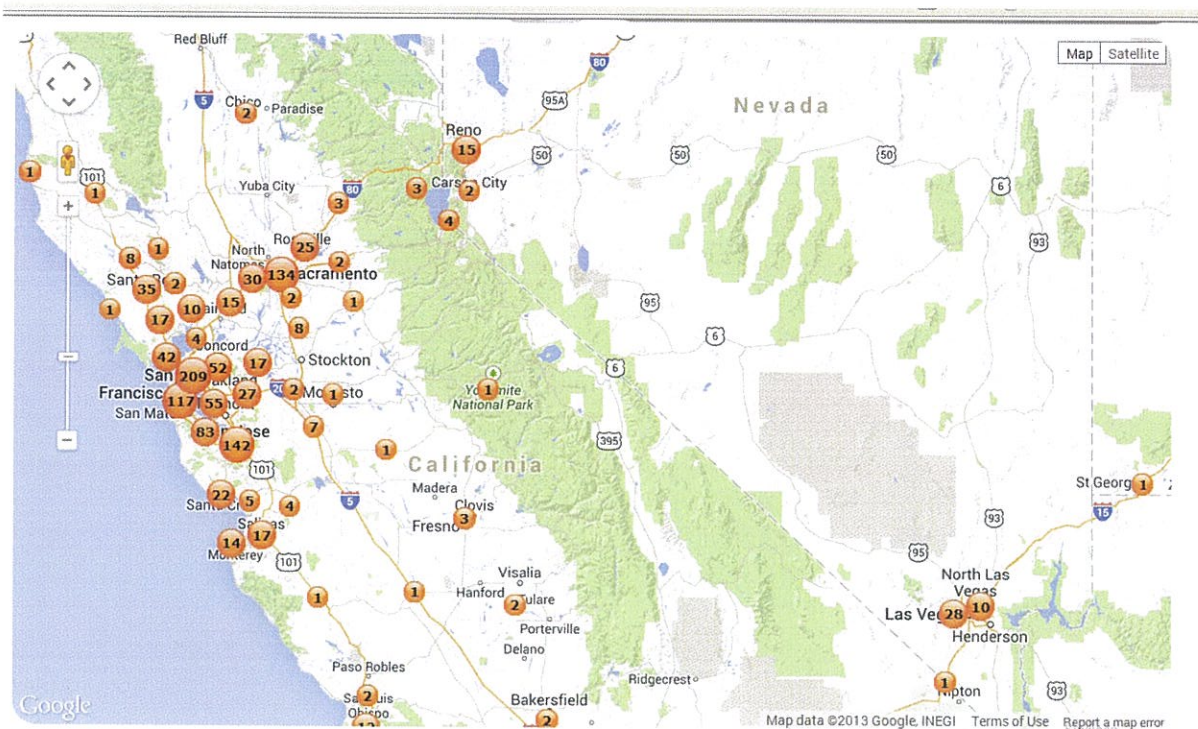
# Process

- Sequence of events
- NV Energy & host agree to scope (number of stations and location)
  - Host secures a bid (with technical assistance from NV Energy)
  - NV Energy & host sign agreement
  - W9 needed to facilitate funding
  - Stations installed by contractor
  - NV Energy cuts a check to host to cover significant amount of the installed cost
  - Host takes 30% tax credit (expires 12/31/2013)





ChargePoint Service locations. This is an interactive map for users to determine if a unit is busy or available for charging. The Eddy Street location will be listed on this map when the service is available.





## CHARGING STATION SHARED INVESTMENT AGREEMENT

This Charging Station Shared Investment Agreement ("Agreement") is entered into by Sierra Pacific, a Nevada corporation d/b/a NV Energy ("Company"), principally located at 6100 Neil Rd., Reno, NV 89511, and The **Town of Gardnerville** ("Host"), with a principal location of **1407 Highway 395, Gardnerville, NV 89410**, as of the **5<sup>th</sup> of November, 2013** ("Effective Date"). Company and Host may be referred to herein individually as a "party" or collectively as the "parties."

### RECITALS

A. Company is a regulated electric utility with the primary business purpose of generating, transmitting, distributing and selling retail electric power to consumers of such power within certain geographic areas of the State of Nevada. As part of its interest in increasing customer access to electric vehicle charging infrastructure, Company has developed a Charging Station Shared Investment Program in which it works with certain property owners or tenants within its certificated service territory to provide electric vehicle charging stations ("Stations") on said property owners' and tenants' premises for consumers to use to charge their electric vehicles;

B. Host is the owner or tenant of the property located in the **Eddy Street Right of Way located at Address:1224 Eddy Street, APN: 1320-53-401-035** (the "Property") and shares an interest in investing in, owning, operating and maintaining such a Station(s), to be constructed and located on the Property. Host will provide complementary charging to users of the Station(s) and will permit Company to gather energy usage data for its discretionary and sole use;

C. In light of the above, the parties have agreed to enter into this Agreement for the purpose of constructing, operating and maintaining certain electric vehicle charging equipment that may include one or all of the following: circuit breakers, transformers, conduit, associated wiring, bollards/impact protection devices, and SAE J-1772 compliant charging Station on the Property, such construction to be completed in accordance with NEC 625 by a qualified contractor approved by Company and paid for by the Host. Host shall own, operate, maintain, repair and replace (as needed) the Station(s);

D. In consideration of the above and pursuant to the terms and conditions of this Agreement, as set forth below, Company shall make a cost abatement payment to Host as set forth below.

The parties now agree to the following terms and conditions:

### AGREEMENT

1. **Installation:** Company and Host agree to the following scope of work, responsibilities and rights, (respectively, their "Scope of Work") for the construction, maintenance and operation of **1** networked type, dual port Station(s).



a. **Company Scope of Work:**

- (i) Company and Host will agree to the scope of work including number and location of Station(s), which will be completed at Host's cost;
- (ii) Company may inspect the construction of the Station(s) at any time during or upon completion of construction by Hosts' contractor;
- (iii) Construction of the Station(s) shall not be deemed to be complete unless and until Company has completed a final inspection where the station is in working order and constructed in accordance to all applicable codes, including final inspection by any permitting agency ("Completion");
- (iv) Upon Completion of construction and inspection by Company, Company agrees to make a cost abatement payment of **\$7,000** per networked Station to Host within thirty (30) days of Completion of that specific Station ("Cost Abatement").

b. **Host Scope of Work:**

- (i) Host will retain a qualified electrical contractor who will obtain all necessary permit(s), and will procure and construct the Station(s);
- (ii) Host will be responsible for ensuring compliant construction;
- (iii) Station(s) must be constructed in accordance with NEC 625 and all other applicable codes & permit requirements;
- (iv) Station(s) will be constructed on the Property at the locations identified on **Exhibit A**, attached hereto and incorporated into this Agreement;
- (v) If Host does not own the Property in fee, it will obtain written authorization from the owner to install and operate the Station(s) and will provide such written authorization to Company prior to construction;
- (vi) Station(s) must be constructed within sixty (60) days of the Effective Date. Should Host require more time due to procurement delays, it will request an extension from Company;
- (vii) Station(s) installed must be compatible with Company's Chargepoint Network and Host is responsible for acquiring a Chargepoint Network license, renewing the license and paying all fees associated with the license.
- (viii) Host agrees to keep Station(s) in working order and repair any defect or problem, or replace as necessary, within sixty (60) days of discovery of such defect, problem or destruction (including but not limited to construction defect, mechanical or electric failure, vandalism or damage by external forces, including total destruction or rendering useless). Such maintenance, repair or replacement must be completed by a qualified electrical contractor;
- (ix) Host agrees to allow Company to monitor usage data via the Chargepoint Network.



- (x) At the end of the Term or termination of this Agreement, Host shall remain wholly responsible for the Station(s), including permitting, repair, operation and removal.
2. **User Fees for Charging Services.** Host agrees to provide free charging services for five (5) years from the date the Station(s) has been inspected and approved for use by Company. At the end of the five (5) year period, Host can set and collect a fee for charging.
3. **Demand Response.** Company reserves the right to enable demand response functionality at any time during the Term of this Agreement to temporarily reduce the charge rate of the Station(s). This option may be utilized during instances of power system emergency or periods of excessive heat.
4. **License and Access.** Host grants, conveys and warrants to Company, for the Term of this Agreement, a license to access (ingress and egress), inspect and test the Station(s) as may be necessary or convenient for its operations, on, under, over, across and through the Property. Host acknowledges that the foregoing license is coupled with an interest and thus irrevocable during the Term of this Agreement. Should Host, at any time during the Term of this Agreement lease, sublease, sell, encumber or otherwise transfer the Property, Host shall immediately notify Company who may amend or terminate this Agreement in its sole discretion. In the event of such lease, sublease, sale, encumbrance or transfer, such conveyances must be made subject to Company's license granted in this Section 4 if ownership of the Station(s) is transferred to the conveyee.
5. **Qualifications and Representation.** The following are conditions of this Agreement and the Cost Abatement by Company:
- a. Host certifies that it is the owner of the Property or, in the alternative, is a tenant of the Property and will provide Company with written authorization of the Property owner of record for the construction, operation and maintenance of the Station(s) on the Property prior to construction commencing; and
  - b. Host shall have a dedicated off-street parking spot for electric vehicles where electric vehicle charging can be performed safely or will obtain any and all permits or licenses for public parking where necessary.
6. **Term.** The term of this Agreement shall begin as of the date set forth above and shall continue for sixty (60) months thereafter ("Term"), unless sooner terminated by Company. **Under no circumstances will additional Cost Abatement or any damages or reimbursements be due or owing to Host by Company should (i) the Agreement be terminated prior to the end of the initial Term, (ii) assigned, if permitted by Company, to a third party, or (iii) if ownership of the Station(s) is transferred to a third party.**
7. **DISCLAIMER OF WARRANTY.** HOST UNDERSTANDS AND AGREES THAT COMPANY DOES NOT WARRANT IN ANY WAY THE EQUIPMENT OR THE SERVICES PROVIDED IN CONNECTION WITH THE STATION(S) INSTALLATION AND THAT ALL SUCH EQUIPMENT AND SERVICES SHALL BE ACCEPTED "AS IS" WITH RESPECT

TO COMPANY AND THAT COMPANY IN NO WAY WARRANTS THE PERFORMANCE OF THE STATION OR THE COMPANY-OWNED FACILITIES. HOST UNDERSTANDS AND ACKNOWLEDGES THAT ANY AND ALL OBLIGATIONS WITH RESPECT TO WARRANTY OF THE STATION(S) SHALL COME FROM THE PRODUCT MANUFACTURER AND WITH RESPECT TO THE STATION(S) INSTALLATION FROM HOST'S RETAINED CONTRACTOR.

8. **LIMIT OF LIABILITY, INDEMNIFICATION DUTIES AND RELEASE.** HOST AGREES AND ACKNOWLEDGES THAT IN NO EVENT WILL COMPANY BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY OR OTHERWISE FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, CONNECTED WITH OR RESULTING FROM THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE, REMOVAL OR ANY OTHER ACTIVITY, ACT, OR OMISSION RELATED TO THE STATION(S) OR THE COMPANY-OWNED FACILITIES. ACCORDINGLY, HOST HEREBY INDEMNIFIES, DEFENDS, RELEASES, HOLDS HARMLESS AND DISCHARGES COMPANY, ITS AGENTS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AFFILIATES, SUCCESSORS IN INTEREST AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS OF WHATEVER NATURE ARISING IN CONNECTION WITH OR ASSOCIATED WITH THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE, REMOVAL OR ANY OTHER ACTIVITY, ACT OR OMISSION RELATED TO THE STATION(S) OR THE COMPANY-OWNED FACILITIES. THIS INCLUDES BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS OR DAMAGES ARISING FROM ENVIRONMENTAL CONDITIONS, TRESPASS, THIRD PARTY ACTIONS, PROPERTY DAMAGE, BODILY INJURY OR DEATH.

9. **Host's Representations.** Host warrants to Company that Host has all necessary power, right, authority and capacity to enter into and perform this Agreement in accordance with its terms.

10. **Company's Remedies for Host's Default.** If Host is the defaulting Party, Company shall be entitled to (i) with or without waiving such default or breach, proceed with the remaining terms and conditions of this Agreement; (ii) terminate this Agreement; or (iii) seek specific performance. In the event specific performance is not available as a remedy due to Host's actions or an event of Host filing or being placed in bankruptcy, Company may exercise any and all rights and seek any and all remedies which Company may hold or to which it may be entitled at law or in equity, including the right to seek damages on account of such default or breach.

11. **Notices.** Each notice, consent, request, or other communication required or permitted under the Agreement must be in writing, delivered personally or sent by certified mail (postage prepaid, return receipt requested), by email (with electronic confirmation of receipt), by facsimile (with electronic confirmation of receipt), or by a recognized international courier, and addressed to the Parties as follows:



COMPANY:

NV Energy  
Attn: Program Manager, Electric Transportation  
6100 Neil Rd. M/S S2A41  
Reno, NV 89520  
Ph: 775-834-5770

With a copy to:

NV Energy  
Legal Department  
6226 W. Sahara Avenue M/S 03A  
Las Vegas, NV 89146

HOST:

Town of Gardnerville  
1407 Highway 395 N.  
Gardnerville  
NV 89410

with copies to:

[ENTER INFORMATION]

Each notice, consent, request, or other communication is deemed to have been received by the Party to whom it was addressed (1) when delivered if delivered personally; (2) on the third business day after the date of mailing if mailed by certified mail; (3) on the first business day after electronic transmission if delivered by email; (4) on the first business day after the facsimile transmission if delivered by facsimile; or (5) on the date officially recorded as delivered according to the record of delivery if delivered by courier. Each Party may change its address for purposes of the Agreement by giving written notice to the other Party in the manner set forth above in this Section 11. Notices given by counsel to Host or Company shall be deemed given by respectively, Host or Company.

12. **Assignment.** Company may assign this Agreement to any person or entity, in its sole discretion. Host may not assign its rights under this Agreement without the prior written approval of Company, with the exception of an assignment to an "Affiliate" of Host. For purposes of this Section, an "Affiliate" means (i) any natural person or legal entity that, directly or indirectly, owns fifty percent (50%) or more of either the capital or profits of Host, or (ii) any natural person or legal entity fifty percent (50%) or more of whose capital or profits are owned, either directly or indirectly by Host.

13. **Binding Effect.** This Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, executors, administrators, representatives, successors and permitted assigns. Except as provided in the previous sentence, no party other than those specifically identified as Host and Company is an intended beneficiary of this Agreement, and this Agreement cannot be enforced by any creditor of a Party.
14. **Headings; Exhibits; Cross References.** The headings and captions used in this Agreement are for convenience and ease of reference only and must not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement are incorporated into the Agreement by reference. All references in this Agreement to Sections, Subsections, and Exhibits are to Sections, Subsections, and Exhibits of or to this Agreement, unless otherwise specified.
15. **Severability.** If any portion or provision of the Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of the Agreement void, the other portions or provisions of the Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from the Agreement, and the balance of the Agreement will be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend the Agreement to replace any stricken portion or provision with a valid provision that comes as close as possible to the intent of the stricken portion or provision.
16. **Negotiation of Agreement.** The provisions of this Agreement have been negotiated by the Parties at arm's length and with sufficient time for review and advisement by legal counsel and therefore must not be interpreted or construed in favor of, or with prejudice against, any particular Party, but in accordance with the general tenor of the language used.
17. **Integration.** The Agreement represents the entire and integrated agreement between Host and Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of the Agreement. Any additional or inconsistent terms and conditions set forth in any other document have no force and effect on the terms of the Agreement, unless that document amends the Agreement in compliance with Section 19 below.
18. **Counterparts.** This Agreement may be executed in two or more counterparts. A set of counterparts containing the signatures of the Parties will have the same effect as a single Agreement containing the signatures of all Parties. Facsimiles of the signatures of the Parties will have the same effect as original signatures for purposes of enforcement of the Agreement.
19. **Amendment.** No amendment, change or modification of this Agreement is valid unless in writing and signed by both Parties with the same formality as this Agreement.
20. **No Waiver.** The failure of either Party to enforce any of the provisions of the Agreement at any time, or to require performance by the other Party of any of the provisions of the Agreement at any time, or to complain of any act or omission on the part of another Party, no



matter how long it may continue, is not (and must not be deemed) a waiver of any provisions or a Party's rights under this Agreement, unless otherwise expressly stated in a writing executed by the Party to be charged. Nor does a failure to enforce provisions, to require performance, or to complain of any act or omission in any way affect the validity of the Agreement or the right of any Party to enforce each and every provision.

21. **Governing Law/Jurisdiction.** The Agreement is governed by and must be construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of law provisions. All actions arising from this Agreement must be initiated in the courts of Washoe County, Nevada or the federal district court with jurisdiction over Washoe County, Nevada. The Parties agree they will not initiate an action against each other in any other jurisdiction.

22. **No Recording of this Agreement.** This Agreement must not be recorded in the office for the recording of deeds or in any other office or place of public record. A memorandum of this Agreement may be recorded by Company in its sole discretion.

23. **Performance of Acts on Business Days.** Any reference in this Agreement to time of day refers to local time in Reno, Nevada. Unless specifically stated to the contrary, all references to days in this Agreement refer to calendar days. Any reference in this Agreement to a "business day" refers to a day that is not a Saturday, Sunday or legal holiday (or observed as a legal holiday) for Nevada state governmental offices under the Nevada Revised Statutes. If the final date for payment of any amount or performance of any act required by this Agreement falls on a Saturday, Sunday or legal holiday, that payment is required to be made or act is required to be performed on the next business day.

24. **Survival.** The provisions, warranties, rights and obligations of the parties that are set forth in Sections 1(b), 2, 3, 4, 5, 6, 7, 8, 9, 13, 17, 21, 22, and 26 survive expiration or termination of the Escrow and the other rights and obligations of the Parties under this Agreement.

25. **Discretion.** Reference in this Agreement to the "discretion" of a Party means the Party's sole and absolute discretion. Such discretion is not subject to any external standard, including but not limited to, any standard of custom, "good faith" or reasonableness.

26. **Confidentiality.** Company and Host must not discuss or disclose the contents of this Agreement or any information or documentation furnished by one Party to the other with the public, except:

- (i) as reasonably contemplated or required by the terms of this Agreement,
- (ii) as may be required by applicable law or regulation,
- (iii) in confidential internal communications between principals and employees, and in discussions with their agents, representatives, accountants, advisors and attorneys,

- (iv) in communications with banking and other financial representatives,
- (v) in communications with governmental entities and their representatives, and
- (vi) as reasonably necessary to effectively communicate with contractors for due diligence purposes.

The above restrictions do not apply to information that (i) is or becomes generally available to the public, (ii) is in one Party's possession before being furnished by the other Party or (iii) becomes available to a Party from a source other than the other Party or any of its representatives.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed on the date hereinafter written.

**COMPANY:**

SIERRA PACIFIC POWER COMPANY,  
a Nevada corporation d/b/a NV ENERGY,

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF NEVADA                     )  
  ) ss.  
COUNTY OF DOUGLAS             )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of Sierra Pacific Power Company, a Nevada corporation d/b/a NV Energy.

\_\_\_\_\_  
Notary Public



# Town of Gardnerville

Date: \_\_\_\_\_

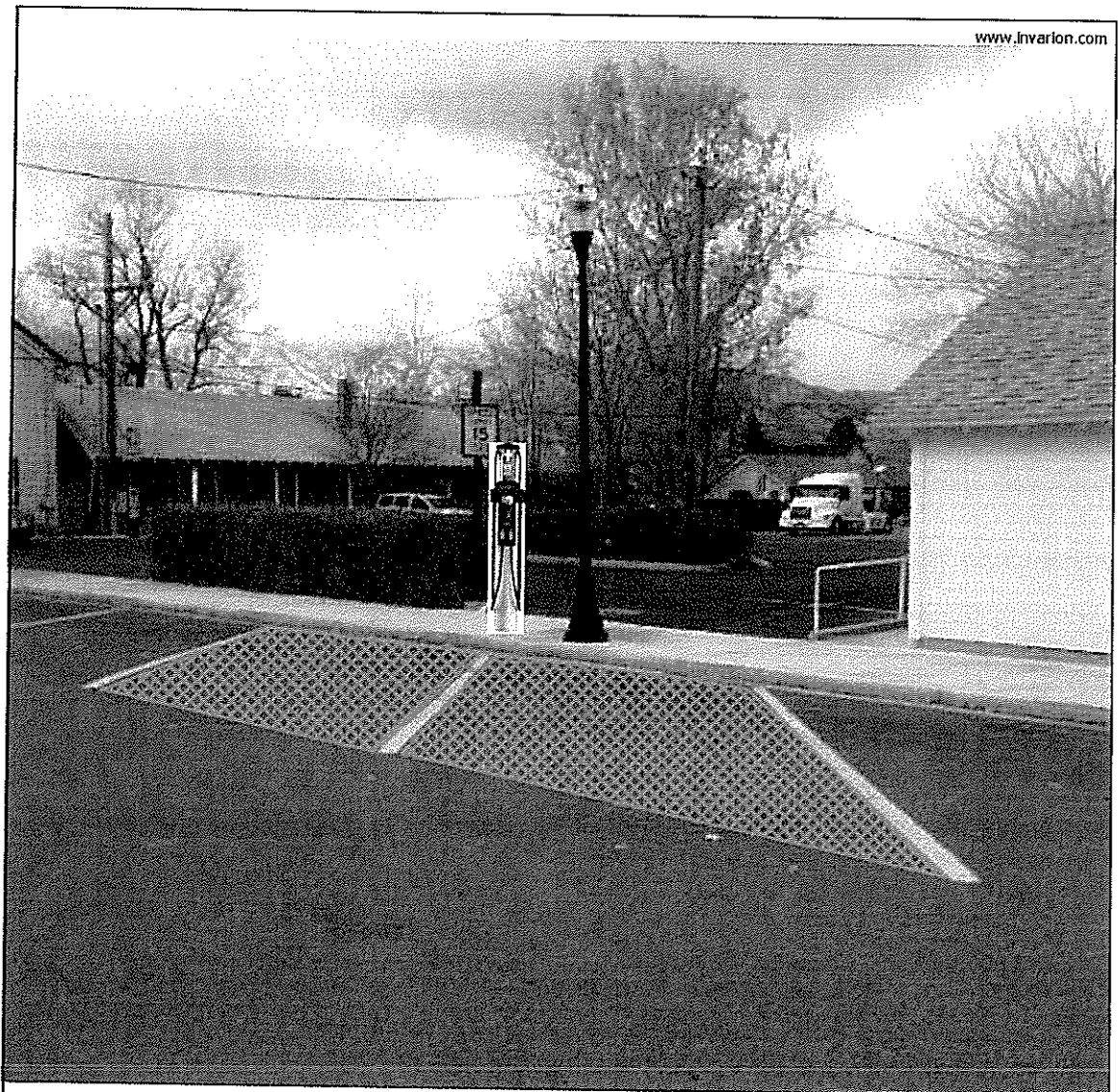
STATE OF NEVADA )  
COUNTY OF DOUGLAS ) ss.

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_.

Notary Public

## EXHIBIT A

### Location of the Station(s) on the Property



View on Eddy Street Looking at the Proposed EV Charging station.

One or Two stalls can be dedicated to use the charging service. We can paint a EV sign in the stall or color the stall green with white text over. We may need to install a bollard or a parking bumper to protect the unit.





**Gardnerville Town Board**

**AGENDA ACTION SHEET**

1. **For Possible Action: Discussion on funding the Christmas Kickoff Fireworks display including consideration of the Health and Sanitation Department's sponsorship of the display; providing a raffle for one single family residence within the Town of Gardnerville to win free trash service pick up for one year January 1, 2014 through December 31, 2014, not excluding the town employees but excluding Town Board members, with public comment prior to board action**
2. **Recommended Motion: Based on discussion**
3. **Funds Available: ☒ Yes ☐ N/A**  
**Budgeted \$8,000 H&S 13/14 budget. Donations are welcomed.**
4. **Department: Administration**

**Prepared by: Tom Dallaire**

5. **Meeting Date: November 5, 2013 Time Requested: 15 minutes**

6. **Agenda: ☐ Consent ☒ Administrative**

**Background Information:**

Staff wanted to discuss with the Board the Christmas Kickoff Event fireworks funding and provide an update on that effort;

The funding for the fireworks was planned to come out of the H&S account. Along with that we were proposing to have a drawing for one single family trash service account (\$220.40) that would require the applicant to be a Gardnerville resident. The drawing would exclude the Town Board but not the town employees that live within the town boundary.

The event is growing with performances during the evening and has 3 choirs and the bell ringers. The light show will be on a bigger Christmas tree this year which is now built.

A bounce house company wants to set up at the end of the park. Are we ok with that?

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

8. **Board Action:**

☐ Approved ☐ Approved with Modifications  
☐ Denied ☐ Continued



The Fireworks display will cost \$8,000 again this year. East fork is saying we need more rain and ideal situation will be 4" of snow on the ground.

We will mow down the properties under the display zone.

Donations Collected:

Anonymous donor after last year's event	\$100
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Donations forth coming we are aware of:

Carson Valley Medical Center reporting they will donate	\$1250
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Heritage Bank of Nevada has donated	\$200
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To date this brings the donated amount to \$1,550 of the \$8,000 bill leaving \$6,450 remaining.

Now we have postage costs, Record courier ad, access TV cable ad and email campaign going on to attempt to collect more funds.



**FIREWORKS DISPLAY CONTRACT AND PURCHASE ORDER**

THIS CONTRACT, entered into on October 23, 2013 and between LANTIS PRODUCTIONS, INC. (a Utah corporation hereinafter referred to as LANTIS), and Garnerville Christmas in the Nighttime Sky of (hereinafter referred to as CLIENT).

WITNESSETH: LANTIS agrees to furnish the CLIENT, in accordance with the terms and conditions hereinafter set forth, a Fireworks Display Show as per our proposal made a part hereof, including the services of a licensed and trained Pyrotechnician to take charge of and fire the Display.

CLIENT shall pay LANTIS the sum of eight thousand and No/100 (\$8,000.00) DOLLARS, in United States Currency, according to the following terms and conditions:

- |                                   |             |
|-----------------------------------|-------------|
| 1. Due upon execution of contract | \$ 4,000.00 |
| 2. Due ten days prior to the show | \$ 4,000.00 |
| Total:                            | \$8,000.00  |

All sums due herein shall be mailed directly to the corporate offices of Lantis Productions Inc., P.O. Box 491, Draper, Utah 84020, unless otherwise directed in writing.

Note: Balance due at time of show must be given to the authorized representative of LANTIS before said show will be commenced.

The said display is hereby scheduled to be performed on December 5, 2013. The display may be cancelled by CLIENT up to ten 10 Min. days before display's date. At this time only the cost of the set pieces (if applicable) and permit fees will be paid for by CLIENT. If for reasons other than adverse weather conditions the display shall be cancelled within the ten 10 Min. days prior to the show date, the CLIENT agrees to pay an amount equal to one-half of the total contract amount as a cancellation fee.

If the scheduled presentation of the show is delayed due to adverse weather conditions, or other circumstances beyond the reasonable control of either LANTIS or CLIENT, each shall bear an equal share (i.e., 50%) of all "out-of-pocket" expenses incurred by LANTIS due to the delay. Such expenses shall include, but shall not be limited to, additional lodging, meals, Pyrotechnician fees, permits, vehicle rentals, and equipment rentals (if any) incurred by authorized representatives of LANTIS necessary to present the show.

CLIENT hereby agrees that any show so delayed must be presented within 10 calendar days of the originally scheduled date without incurring additional expenses except as detailed in the paragraph above. If the presentation of the show is delayed beyond ten 10 Min. calendar days from the originally scheduled date, this contract shall be subject to renegotiation between LANTIS and CLIENT.

CLIENT agrees to provide and furnish a suitable place to display the said fireworks. LANTIS, on behalf of CLIENT, will secure all required state and/or local fireworks permits. Any required marine permits will be obtained by LANTIS on behalf of the CLIENT. CLIENT will obtain any required event permits, and will arrange for any security bonds as required by law in CLIENT'S community when necessary. CLIENT agrees to furnish necessary and adequate police and/or private security, fire and other necessary protection for proper crowd control, auto parking control, and proper security around the designated safety area during the set-up, during firing, and for a minimum of thirty minutes following show completion.

Any vehicles or personal property located within the designated safety area shall be removed at the CLIENT'S Expense. Any damage or destruction of vehicles or personal property left remaining in the designated safety area shall be the sole responsibility of the CLIENT.

CLIENT hereby acknowledges and agrees that the LANTIS Pyrotechnician, the CLIENT, or Local Fire Authority, shall have the right to delay the start of, or terminate the firing of, the Fireworks Display Show if, in any one of the individuals' reasonable judgment, unsafe conditions exist as detailed in the LANTIS Safety Procedures Manual, NFPA 1123 Guidelines, or other applicable local law or regulation.

LANTIS shall provide insurance coverage for the following amounts and specified risks only:

Bodily Injury and Property Damage, including Product Liability of \$2,000,000.00.

Under the provisions of our insurance coverage, this protection shall be extended to the CLIENT and additional insured only upon receipt by LANTIS of a properly executed original copy of this contract.

It is agreed that this contract shall be governed by the laws of the State of Utah. Should any legal action be brought to enforce or interpret the terms or provisions of this Contract, any court of competent jurisdiction shall be proper venue for such an action. Interest at 2% per month (AN ANNUAL PERCENTAGE RATE OF TWENTY FOUR PERCENT PER ANNUM A.P.R. 24%) will be charged on all accounts past due, and the Client agrees to pay the same. If any legal action is brought to enforce or interpret the terms or provision of this Contract, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief they may be entitled to.



It is further agreed that nothing in this Contract shall be construed as forming a partnership, the parties hereto being severally responsible for their own separate debts and obligations, and neither party shall be held responsible for any agreement not stated in this Contract. The parties hereto do mutually and severally guarantee the terms, conditions and payments of this Contract and these articles shall be binding on the parties themselves and on their heirs, executors, administrators, successors and assigns. CLIENT further warrants that the signature affixed hereto on their behalf is properly authorized to execute such documents and incur such obligations on behalf of the CLIENT. CLIENT further agrees that none of the provisions of this contract may be changed or modified in any way without the express written permission of LANTIS.

**Additional Provisions:**

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized agents, have set their duly authorized signatures and seals the dates and places indicated below.

**LANTIS**

Executed on behalf of LANTIS PRODUCTIONS INC. on October 23, 2013 at Fairfield, UT.

Lantis Productions Inc.

by: 

Kenneth L. Lantis, President

**CLIENT**

Executed on behalf of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2013  
at,

by: \_\_\_\_\_

Title: \_\_\_\_\_

# CLIENT COMMUNICATIONS DATA

Lantis Productions Inc.

Show # 13242

Please provide requested information to assure constant and immediate communication with Lantis Productions Inc. Fairfield, Utah and the Show Sponsor.

Show Sponsor: Garnerville Christmas in the Nighttime Skv

Billing Address: 1407 Hwy 395 N., Gardnerville, NV 89410

Show Date: December 5, 2013

Approximate Time: 6:30 PMPM

Length of

Show: 10 Min.

Show Location: 420 Feet North West of Ezell St. and Gilman Ave., Garnerville, Nevada, 30Deg. 56'40.25" N 119Deg. 44'54.05" W Elv. 475289410

Lantis Productions representative should contact the following person or persons for instructions:

Primary Contact

2<sup>ND</sup> Alternate

Name

Name

Tom Dallaire

Carol Louthan

Address

Address

1401 Hwy 395 N.

City, State, Zip

City, State, Zip

Phone Office 775-782-7134 X 102

Phone Office 775-782-7184 X 103

Home

Home

Cell 775-690-8366

Cell 775-309-3052

Specific Address of Display Site: 420 Feet North West of Ezell St. and Gilman Ave., Garnerville, Nevada, 30Deg. 56'40.25" N 119Deg. 44'54.05" W Elv. 475289410

Routing to Location from Major Highway:

East on Heritage Park 1477 Hwy 395, Douglas County School District Property

**Extremely Important**

**Nearest Airport:**

FAA Identifier: NV55

Lat/Long: 38-53-55.9200N / 119-38-57.9000W

38-53.932000N / 119-38.965000W

38.8988667 / -119.6494167

(estimated)

Elevation: 5260 ft. / 1603 m (estimated)

Variation: 16E (1985)

From city: 5 miles SE of GARDNERVILLE, NV

Time zone: UTC -7 (UTC -8 during Standard Time)

Zip code: 89410

Approximate Distance: 3.3 Miles

Additional Comments. \_\_\_\_\_ Use reverse side if needed.



# INSURANCE CERTIFICATE REQUISITION

Lantis Productions Inc

Show # 13242

Client Name: Town of Garnerville

Address: 1407 Hwy 395 N., Gardnerville, NV 89410

Display Date: December 5, 2013

Approximate Time: 6:30 PM PM

Location of Display: 420 Feet North West of Ezell St. and Gilman Ave., Garnerville, Nevada, 30Deg. 56'40.25" N 119Deg. 44'54.05"W Elv. 475289410

Exact Names of those to be insured: Douglas County School District, Spence Commercial Properties, Meadow Creek Investment and Green Heritage Park on Douglas County School District wet land property.

Name of Site Property Owner: Town of Gardnerville

Insurance Certificate is to be issued to: Garnerville Christmas in the Nighttime Sky 1407 Hwy 395 N., Gardnerville, NV 89410

Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: 1407 Hwy 395 N., Gardnerville, NV 89410

This form must be returned with your signed contract in order for the Insurance Certificate to be processed. Our Insurance Carrier requires that we have this form in addition to the signed contract prior to the Certificate being issued and the coverage extended to the show sponsor(s).

The Insurance Carrier also requires that a diagram of the display show site and a description of the surrounding properties be submitted before the show. Please attach this diagram to this form. If you have any questions, please contact our Corporate Office at 1-800-443-3040 8 a.m. to 5 p.m. Mountain Time.

# REQUEST FOR DIAGRAM OF FIRING AREA

Lantis Productions Inc.

Show # 13242

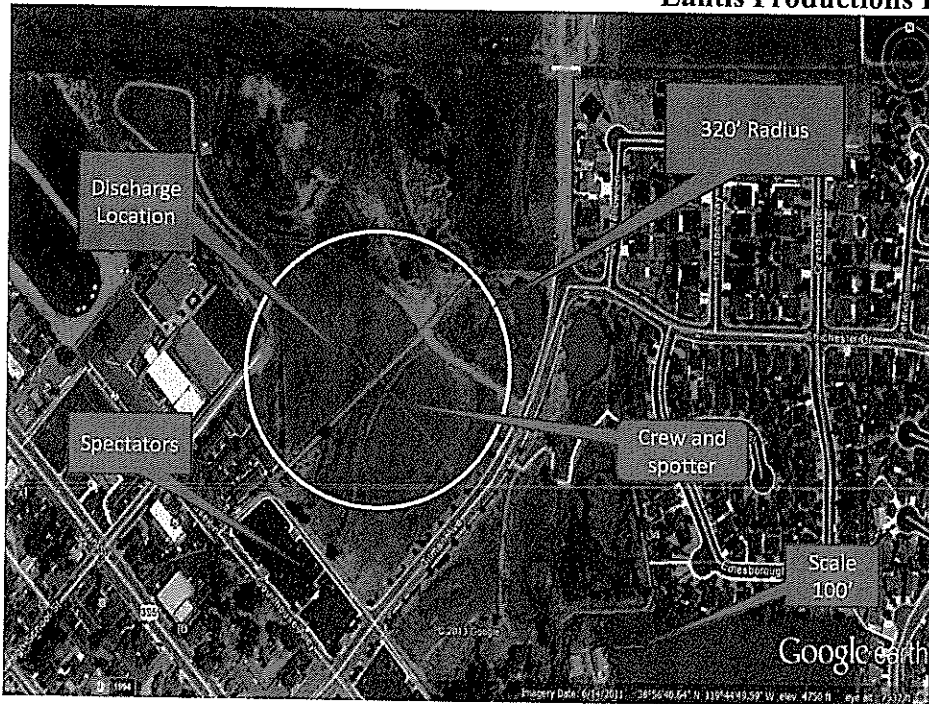
Dear Customer: Garnerville Christmas in the Nighttime Sky

In an effort to better understand and plan for your fireworks display show, it is of the utmost importance that you supply our office with a diagram or map of the proposed display site and the surrounding areas in all directions.

The map should show distances (in feet) from spectators and parking areas as well as buildings wires and overhead obstructions. We need to receive this information before we can apply for permits and insurance.

Preparation and planning can bring out the best in a fireworks display. It can also reduce accidents. Thank you for your cooperation and attention to this matter!

Lantis Productions Inc.





OCT 24 2013



# Lantis Fireworks & lasers

P.O. Box 491  
Draper, Utah 84020  
801-768-2255 fax 801-768-2433

Invoice No.

13242

## INVOICE

### Customer

Name Town of Gardnerville  
Address 1407 Hwy. 395 North  
City Gardnerville State NV Zip 89410  
Phone 775-782-7134

Date \_\_\_\_\_  
Order No. \_\_\_\_\_  
Rep Bryan L  
FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	Fireworks Display December 5, 2013	\$8,000.00	\$8,000.00

### Payment Details

- ☐ Cash  
☒ Check  
☐ Credit Card

Name \_\_\_\_\_  
CC # \_\_\_\_\_  
Expires \_\_\_\_\_

SubTotal	\$8,000.00
Shipping & Handling	\$0.00
Taxes State	
TOTAL	\$8,000.00

Office Use Only

Thank You

11-8



**Gardnerville Town Board**

**AGENDA ACTION SHEET**

1. **For Possible Action:** Discussion on and direction to staff, to pursue acquiring fee title to a 0.13 acre parcel (APN: 1220-03-210-015) containing Arbor Gardens development United States Postal Service mail box cluster, currently owned by Syncon Homes, with public comment prior to board action.
2. **Recommended Motion:** Direct staff to (or not to) proceed with creating the documentation required to acquire the 0.13 acres of land currently used for public use within the Arbor Garden Subdivision.

Funds Available: ☒ Yes    ☐ N/A

3. **Department:** Administration

Prepared by:      Tom Dallaire

4. **Meeting Date:**    November 5, 2013    **Time Requested:**    N/A

5. **Agenda:**    ☐ Consent                      ☒ Administrative

**Background Information:** Several weeks back we received a couple complaints from residents about the condition of the land on the property around the cluster mail boxes within the Arbor Gardens subdivision. A call to Syncon Homes requesting the weeds be cut down was made and we inquired of their willingness to dedicate the land to the town so we can keep it maintained for our residents as a small portion of the area was improved along with the extension of Crestmore right of way. There is water to the area now with the New Beginnings improvements and it would make a great Eagle Scout project in the near future and make a big improvement to the entrance into the development. This week (Wednesday) Syncon Homes called back and confirmed they were interested in quitclaiming the property to the town if we prepare the paperwork for them to sign.

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

7. **Board Action:**

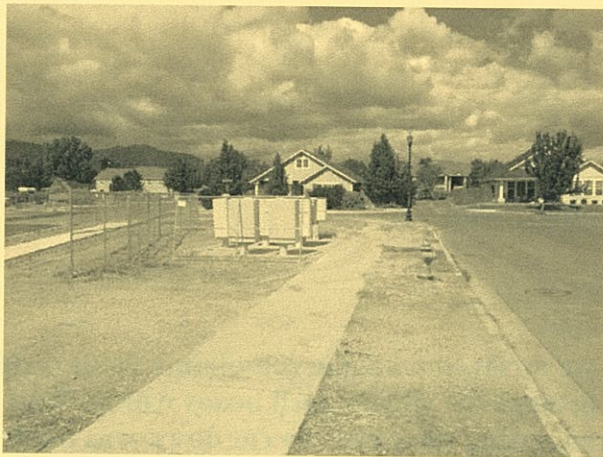
☐ Approved                      ☐ Approved with Modifications  
☐ Denied                         ☐ Continued



The parcel was created with the modification to the Arbor Gardens subdivision and the creation of the parcel that was within the Crestmore right of way creating a small parcel the developer has owned since the development was constructed several years ago



Condition on September 13, 2013



Condition of the site on September 26, 2013

Condition of the site on November 1, 2013







**Gardnerville Town Board**

**AGENDA ACTION SHEET**

:

1. **Not For Possible Action:** Discussion on the Town Attorney's Monthly Report of activities for October 2013.

2. **Recommended Motion:** No action required.

Funds Available: ☐ Yes ☒ N/A

3. **Department:** Administration

Prepared by: Tom Dallaire

4. **Meeting Date:** November 5, 2013 **Time Requested:** 5 minutes

5. **Agenda:** ☐ Consent ☒ Administrative

**Background Information:** Presented at meeting.

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

7. **Board Action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued





**Gardnerville Town Board**

**AGENDA ACTION SHEET**

1. **Not For Possible Action:** Discussion on the Town Manager/Engineer's Monthly Report of activities for October 2013.

2. **Department: Administration**

Prepared by: Tom Dallaire

3. **Meeting Date:** November 5, 2013 **Time Requested:** 15 minutes

4. **Agenda:** ☐ Consent ☒ Administrative

**Background Information:** See attached report.

5. **Other Agency Review of Action:** ☐ Douglas County ☒ N/A

6. **Board Action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued





Ken Miller, Chairman  
Linda Slater, Vice Chairman  
Lloyd Higuera, Board Member  
Mike Philips, Board Member  
Mary Wenner, Board Member

Town Manager/Engineer's Monthly Report  
November 2013 Board Meeting

- A. Smith's** – A minor design review was submitted to the county and provided to the town for review and comment. They are planning on removing three rows of parking and installing a five (5) bay gas station with small booth. There was a concern about drainage from around the new station into the existing storm drain system within Smith's parking lot. They are asking to install a new drive isle onto Waterloo Lane. The county conditioned them to create a larger island, more defined, to discourage cars from turning into the drive isle from the eastbound lane on Waterloo.
- B. Golden Gate Petroleum:** The tanks are in on this site. They are working on the on-site storm drain system. The Grant Drive Improvements are complete. They have the side rough graded and should be starting the building soon.
- C. The Ranch to Gardnerville Phase IIa and IIb:** Test section on the road base was performed on the first section being built. They scraped the top 6" of rock out, graded the larger rock out of the section, recomputed and are now moving forward on the road construction of the next phases. They were able to remove the overhead power lines through the development. The first phase still does not have signs up for the residents in the development.
- D. Arbor Gardens:** We have received a couple of complaints about the small parcel where the mailboxes are located. This property is owned by Syncon Homes and is to be maintained by them. I called to ask that they mow the weeds at the site and the thoughts on donating the land to the town so we can maintain the area that is being neglected. This parcel is between two right-of-ways and could easily be turned into an Eagle Scout project, planted and improved for little maintenance. We now have water to the island with the New Beginnings project.
- E. New Beginnings:** Construction continues behind Heritage Bank. We did a walkthrough with the landscape contractor and came up with a list of conditions. So hopefully next month we will be bringing forward the dedication of the landscaping within Crestmore Drive and the retention basin. They continue to put siding on the structure and have started with some area placing sheet rock. They contacted me about the required concrete picnic tables. The contractor did not leave a hole in the concrete slab for the town's standard picnic table. They will be ordering four tables: two standard tables and two that allow for ADA access.
- F. Hellwinkel Channel:** I have finally tied Denny down to a meeting on November 1<sup>st</sup>. I will report at the meeting about our discussion.
- G. Eagle Gas:** Candace and I prepared the preliminary application to Douglas County for consideration of funding the phase 1 clean up and improvement plan preparation for the site and building. We are waiting on one more bid for the tank pumping task. NDEP required the tanks to be pumped to a level of 1" (or less) of fluid in the bottom of all the tanks. I filled out an NV energy tree service request and we are waiting for the NV Energy contractor to come clean





**Ken Miller, Chairman**  
**Linda Slater, Vice Chairman**  
**Lloyd Higuera, Board Member**  
**Mike Philips, Board Member**  
**Mary Wenner, Board Member**

the power lines. Basically removing the tree at the Mission Street side to within 10 feet of the line. They do not do the clean up so town staff will be doing that if the public does not take the wood first.

- H. NDOT Sidewalk and 756 parking:** I have made the corrections for NDOT and have submitted the plans to NDOT for review.
- I. Kingslane:** ROA determined the right-of-way location and gathered additional topo information needed for the design of the project. Once we get the new engineer hired, this will be the first project. I can email the association manager to get on the next meeting agenda to discuss the issues and the items that are changing and NDOT's process. We need the homeowners input on the fence type we will propose along the street and at the back of their property. This is required for the NDOT right-of-way department to determine the size of a temporary construction easement.
- J. Carson River:** I attended a meeting about the Carson River erosion issues upstream of Gardnerville. The river is eroding the bank into the BIA Land across from the Carson Valley golf course and upstream of the dike that was built to try to keep the flood water from going into Gardnerville. The Virginia ditch diversion, a concrete structure, is in bad shape and the ditch committee is looking into assessing fees to all the downstream ditch users. The Allerman Ditch Company has been assessing fees for maintenance of the river, but the other ditch company has not been collecting fees. If the river continues to erode the land and move easterly in its current direction then the town will have more flood water to deal with. I am assuming that is the explanation of why the Carson River did not flood the town in 1997. The dike that was built along the river was there to reduce the flooding on this side of the river. This area of erosion is just upstream of the beginning that dike. Is participating in clean up of the Carson River at the Virginia Ditch / Rocky Slough Diversion structure to keep Gardnerville from major flooding something the Board would like to discuss next month?
- K. Waterloo Center:** I was contacted by the Waterloo Center contractor, who is building the tenant improvement for the VA services within the vacant building behind Walgreens. They should be opening this month. We walked the site for a final development approval of the improvements onsite. I inspected the site improvements with the county inspector and found a few issues needing resolved.
- L. 756 Cottonwood Slough crossing:** I met with NDOT along with Jeff Foltz to discuss this project with the NDOT Staff. NDOT staff is making a big deal about the widening and if they should do that due to the age of the bridge. It was built in the 60's and is still in good shape but is 50 years old. They may replace the entire unit. They are going to have their staff determine a more quantifiable estimate on the project costs. We estimated the costs for adding on 10' of bridge. They are going to look at a couple options. 1. Replace the bridge and widen it to the width needed. 2. Add an attached 10' to the existing bridge. 3. Add a detached section 6' in width so they can still maintain the existing bridge. We are waiting to hear back from them.



Ken Miller, Chairman  
Linda Slater, Vice Chairman  
Lloyd Higuera, Board Member  
Mike Philips, Board Member  
Mary Wenner, Board Member

#### **M. Office Items:**

- Provided final Valley Vision comments from the presentation made to the Board.
- Attended the Business Council of Douglas County meeting as they had a panel of business owners there that discussed the service the local governments do for the new businesses and how we can help them and others to move into the area to open a business.
- Reviewed health insurance costs and options, Insurance is going up from 2% to 26%, with the HSA plan increasing the 26%. The town employees could change plans which will play with the benefit costs of the town.
- Made some progress on the Southgate area parking plan. The County gave me some information on existing parking stalls on each side, which was not what I was looking for. I was looking for building sizes. I went through the town files and found much of the information I needed, and have started putting the spreadsheet together.
- I have reviewed and selected 6 people to interview for the Engineer 1 position. We had 38 applications from PE's to EIT to GIS technicians. Only 4 did not qualify for the position and we only had 4 local people apply from Minden, Carson, Fernley, and Sparks. This was a difficult process to get through at HR this time. They are really busy
- Presented to the Carson Valley Kiwanis Group on "What the Town of Gardnerville is working on" The presentation went very well and there were some good questions and they had to cut me off as I was running over on time. We are the only bike collection now. Do we want to help with Project Santa Claus this year with a toy drive as well as the food drive.
- Attended a meeting with the County Manager and other departments about the staff decision on the county health care option that will be presented to the BOCC on November 7<sup>th</sup>.
- Attended the county code and standard details workshop where they discussed a few more issues that were brought up again by Rob Anderson.
- Met with Lisa Noonan to discuss several things: Safe Routes to School and how we plan for that in the future and make routes that are off the road for kids to walk or ride to school; what are their priorities and if they were aware of any issues now. We discussed the crosswalk improvement project and I left her with that information. We discussed the High School Street extension, and how that would clean up the drop off and delivery of the students; future expansion of school property 10 acres at the time the Virginia Ranch development continues to develop; and the GES building and the process they are going through. They are waiting to hear the appraisal values to the building and how they take into account the improvement needed to be a sustainable building, (ie, utilities, parking, use and structural integrity). SHPO currently has their grant applications open until December 13<sup>th</sup>.
- Staff is continuing to support Project Santa Claus. The town accepts bikes at the maintenance yard and will discard the ones they do not want to repair. I attended the open house of the new bike workshop at China Springs. They have 6 new stations for fixing bikes for the program. We want to do a toy drive this year benefiting the Project Santa Claus along with the news 2 food drive. The town office will be a drop off location for those who do not want to leave the toy or the food with the garbage can.





**Gardnerville Town Board**

**AGENDA ACTION SHEET**

1. **For Possible Action:** Discussion on the town manager's goals; with public comment prior to board action.
2. **Recommended Motion:** Accept or modify the Town manager's goals (as discussed by the board) for the review period of April 2013 to March 2014.
3. **Funds Available:** ☐ Yes ☒ N/A
4. **Department:** Administration

**Prepared by:** Tom Dallaire

5. **Meeting Date:** November 5, 2013 **Time Requested:** 10 minutes

6. **Agenda:** ☐ Consent ☒ Administrative

**Background Information:** The Board wanted to just list the goals of the town manager. This was revised, coordinated and developed with board member input.

7. **Other Agency Review of Action:** ☐ Yes ☒ N/A

8. **Board Action:**

☐ Approved  
☐ Denied

☐ Approved with Modifications  
☐ Continued

## 2013-2014 GOALS FOR TOM DALLAIRE

1. Work on emergency management certifications through the FEMA emergency management Institute.
  - a. Obtain certificates of completion for the following classes. IS-100b, 100PWb, 101C, 130, and 230C, and possibly other related IS-### courses required for certification for FEMA funding in the event of emergency.
2. Become more organized in day to day operations to be more effective and efficient with my time.
  - a. Organize the office and files and how files are being done to be more effective when searching through for information.
3. Prepare an ADA transition plan for Town Board approval.
  - a. Work with Beneficial Designs on the sidewalk study.
  - b. Prepare the text for them to edit and utilize to create the transition plan.
4. Apply for and attempt to obtain grant funding to increase the town investment in improvement projects for downtown and town trails.
  - a. Applied for Land and water conservation Grant Martin slough pond trail and amenities from the concrete walk to the existing trail at CVMS - \$53,000 (Town cost \$53,000 {25K cash and \$28K in kind(design and project management)})
  - b. Applied for NDOT Crosswalk improvements at Mill, High School, Mission and Kingslane to install strobe light system, and perform the 2010 ADA improvements at these locations. (\$340,000) (Town Cost \$43,000)
  - c. Cottonwood Slough Widening Project and sidewalk connection and extension to St. Gall connection sidewalks in that area.
    - i. Work with Aspen Park and the county to improve this section of pedestrian access.
    - ii. Work with NDOT and the County, who applied for the grant, but we did the presentation to the NDOT as we submitted the project last year to NDOT. (\$640,000) (Costs the town some Engineer time and possibly a cash matching contribution)
  - d. Proceed with Kingslane Design and flood impact study for 100 ft of sidewalk. 83,000 project (up to \$50K from Town (\$13K required per the grant)
5. Repair stucco and paint on Town Administrative office.