Gardnerville Town Board AGENDA ACTION SHEET



- 1. <u>For Possible Action</u>: Discussion to recommend approval, approval with modifications, or denial of a proposed Maverik convenience store with fuel sales on approximately 3.1 acres of an 8.65 acre parcel, APN 1220-04-602-012, 1301 Highway 395; with public comment prior to Board action.
- 2. Recommended Motion: Approve the proposed Maverik convenience store with fuel sales on APN 1220-04-602-012 based on the background information and board discussion.

Funds Available: 🗆 Yes 🛛 🗹 N/A

- 3. Department: Administration
- 4. Prepared by: Erik Nilssen, P.E., Town Manager
- 5. Meeting Date: June 4, 2019
- 6. Agenda: Consent Z Administrative

Background Information: Parcel 1220-04-602-012 is located at the northeast corner of US HWY 395 and Stodick Parkway. The parcel is zoned neighborhood commercial. The applicant is requesting to construct a Maverik convenience store which is in the neighborhood commercial zoning district subject to a design review. The Town Board is being asked to evaluate the proposed request and provide any comments or conditions of approval. Staff has outlined their concerns and has recommended approval based on the background and conformance with the Plan for Prosperity. Please see the full analysis in the memo from the Town Manager to the Board dated June 4, 2019.

- 7. Other Agency Review of Action: Douglas County V/A
- 8. Board Action:
- □ Approved

Denied

Approved with ModificationsContinued



MEMORANDUM

TO: Garnerville Town Board

FROM: Erik Nilssen, P.E., Town Manager

DATE: June 4, 2019

SUBJECT: Proposed Maverik US HWY 395 and Stodick Parkway

I. Request

Maverik Incorporated (Maverik) is seeking to construct a convenience store and fuel dispensary at the northeast corner of US Hwy 395 and Stodick Parkway (APN 1220-04-602-012). The parcel is currently zoned neighborhood commercial (NC). Convenience stores are an allowed use in the NC zoning district subject to a design review.

II. Background

Maverik is proposing to occupy 3.1 acres of the 8.65 acre parcel located at the northeast corner of US HWY 395 and Stodick Parkway. In the future Waterloo Lane will be rerouted south of the Community and Sr. Center to align with Stodick Parkway. This realignment of Waterloo Lane, combined with the future connection of Stodick Parkway to Muller Parkway will make the Stodick Parkway/US HWY 395 intersection one of the most traveled in the Town. The proposed site will include a 5,640 square foot convenience store with seven fuel dispensers and the potential to expand by an additional six dispensers in the future.

The site will consist of a .55 acre detention basin. The detention basin will receive runoff from the Maverik as well as the remainder parcel. The previous Town Manager worked with Maverik and Ruins to Riches LLC (owner of the parcel to the north) to reroute an existing storm drain from

Board Agenda Item No. 11

the back of private property to the proposed basin (See Figure One). This will allow the Town to abandon a portion of the existing storm drain on private property improving the Town's ability to access and maintain the storm drain system. In exchange for this regional improvement the Town will own and maintain the parcel which will contain the proposed basin. The maintenance of this basin is estimated at two hours a week.

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Figure One – Proposed Storm Drain Configuration

The remaining five acres will remain zoned NC. Maverik intends on rezoning the parcel to multifamily residential (MFR) which would essentially allow this project to function as a mixed use development. Maverik is not a land development company, so this rezone has not been initiated and is only speculation. Maverik is providing a block fence along the perimeter of their parcel as is required for transition between NC and MFR uses. Board Agenda Item No. 11

III. Conformance to the Plan For Prosperity

The applicant has taken care in trying to conform with the Plan For Prosperity. Materials such as board-and-batten siding, cultured stone, transom windows (although the windows are 1-foot below the 12-foot minimum), transparent storefronts, and a nonmetallic roof are compatible with the adopted design guidelines. According to the provided elevations no mechanical equipment will be visible. Bike facilities have been incorporated into the project.

Open space is being provided in the form of landscaping and three picnic tables to the south of the convenience store. These tables will be sheltered from the sun by a pergola or similar structure. There will also be seating available inside the store for patrons who wish to consume food on the premises.

There are some concerns with the project's conformance to the Plan For Prosperity. The major concern is the projects orientation to Stodick Parkway and US HWY 395. The Plan for Prosperity envisions a commercial layout where the building would be toward the intersection of the two roads with the parking and fuel pumps located behind the store, shielded from view. This preferred layout was discussed with the applicant during initial review. The applicant declined to revise the site layout. Their reasoning was mainly due to concerns with the commercial/residential interface where they preferred vehicles, lighting and store access to be facing the two major roadways and not to be oriented to the proposed MFR use.

IV. Recommendation

Staff recommends approval of the proposed project. The recommendation is based on the existing zoning, the potential for additional MFR, improvements to the Town of Gardnerville's storm drain system, and the overall conformance to the Plan for Prosperity and Design Guidelines. The major inconsistency with the Design Guidelines is the building's orientation to the street and the placement of the fuel dispensaries and parking in front of the convenience store. Based on the potential commercial/residential junction it appears a waiver to this requirement may be beneficial.

MAVERIK AT STODICK & U.S. 395

GARDNERVILLE TOWN BOARD MEETING – JUNE 4TH, 2019





SITE LOCATION & CONTEXT

S award in



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GOAL 1: TO PRESERVE AND ENHANCE THE EXISTING CHARACTER OF THE MINDEN-GARDNERVILLE COMMUNITY

- **CREATING A CONNECTIVE "INFILL" DEVELOPMENT AT THE CORNER OF STODICK PKWY. AND HWY. 395** THE MAVERIK PROJECT WILL PROVIDE A COMMERCIAL USE ALONG THE US HWY 395 CORRIDOR.
- THIS EXPANSION OF COMMERCIAL DEVELOPMENT SUPPORTS MG POLICIES.



GOAL 2: TO PURSUE LAND USES CONSISTENT WITH THE PLANS FOR PROSPERITY THAT SUPPORT THE CHARACTER OF TRADITIONAL GARDNERVILLE AND MINDEN AND THE COMMUNITY'S QUALITY OF LIFE objectives.

- THE GARDNERVILLE PLAN FOR PROSPERITY IDENTIFIES THE OVERALL PARCEL AT STODICK PKWY. & US HWY 395 AS A MIXED USE OF APPROXIMATELY THREE AGRES OF COMMERCIAL AND FIVE AGRES OF RESIDENTIAL
- THE MAVERIK SITE IS APPROXIMATELY THREE ACRES AND IS AN ALLOWABLE USE IN THE NEIGHBORHOOD **COMMERCIAL ZONE.**
- THIS PROJECT WILL UTILIZE EXISTING PEDESTRIAN SIDEWALKS SUPPORTING CONNECTIVITY TO **NEIGHBORHOODS AND PEDESTRIAN TRAILS.**



GOAL 3. TO FOCUS COMPATIBLE, HIGH QUALITY COMMERCIAL AND INDUSTRIAL DEVELOPMENT WITHIN THE TOWN OF MINDEN AND GARDNERVILLE. THE PROPOSED MAVERIK STORE IS IN AN AREA PLANNED FOR COMMERCIAL USE AND IS IDENTIFIED AS AN "OPPORTUNITY SITE" WITHIN THE US HWY. 395 CORRIDOR.

GOAL 4: TO PROMOTE APPROPRIATE, HIGH QUALITY COMMERCIAL AND INDUSTRIAL DEVELOPMENT IN THE TOWNS OF MINDEN AND GARDNERVILLE.

THIS PROJECT IS COMPATIBLE WITH EXISTING AND PROPOSED LAND USES.



GOAL 6: TO ENSURE THE TIMELY PROVISION OF COMMUNITY FACILITIES, SERVICES, AND INFRASTRUCTURE AT APPROPRIATE LEVELS FOR THE MINDEN-GARDNERVILLE COMMUNITY.

- A TRAFFIC STUDY THAT REFLECTS COORDINATION WITH NDOT.
- PROPOSED COMMERCIAL ACCESSES ON US HWY. 395 ARE COMPATIBLE WITH THE EXISTING CHARACTER OF THE TOWN AND DO NOT DECREASE THE SAFETY OR WALKING IN THE TOWNS.
- ALL DRIVEWAYS, PARKING AREAS AND OTHER HIGH ACTIVITY AREAS WILL BE PAVED.
- UTILITY EXTENSIONS, DRAINAGE INFRASTRUCTURE AND REQUIRED LANDSCAPING WILL ALSO BE **INSTALLED TO COUNTY STANDARDS.**



GARDNERVILLE'S GOALS, POLICIES AND IMPLEMENTATION STRATEGIES

- THE PROPOSED MAVERIK WILL ENHANCE "COMMUNITY-SERVING COMMERCIAL AS A SUB-REGIONAL AND **COMMUNITY-SERVING LOCATION".**
- PROVIDE EASY ACCESS FOR AUTOMOBILES AND SAFE PEDESTRIAN CONNECTIONS BY UTILIZING EXISTING SIDEWALKS AS WELL AS ORIENTING VEHICULAR TRAFFIC TOWARDS US HWY. 395.
- THE MAVERIK DEVELOPMENT WILL COMPLEMENT AND SERVE ADJACENT SUBDIVISIONS.





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

(Application and ALL materials related to the project review are required to be submitted to the Town office by the Friday two weeks before the Board meeting.) The Gardnerville Town Board meets the first Tuesday of each month.

PROJECT REVIEW APPLICATION

Location Street Address: 30/	HW4. 395
Assessor's Parcel Number:	1220-04-602-012
Current Zoning Designation:	NELGHBORHODP COMMERCIAL
Protoct Departmention	

PROPUSED MANERIA CONVENIENCE STORE WITH FUE AFFROXIMATECY 3.1 ACTEDS OF THE S. 45 ACTE PARCEL Applicant: Name: Address: SALa Telephone Number: (707) 370 Fax Number: (+ Owner: Name: ATTERSON 7.002 SLOT ETRUST Address: 133 OLD WARDS IND A CA Telephone Number: (209) 533 Suite G Fax Number: (2233 Engineer: Name: Address:

By signing this application, the applicant agrees to reimburse the Town of Gardnerville for all expenses reasonably incurred by the town in the process of reviewing the application, including, but not limited to, engineering and legal expenses. A \$75 deposit is included with this application.

in

40200

Fax Number: (_______

Applicant or Applicant's Representative:

7728

Telephone Number: (720) 464

PICK MAGNESS (MANERIC INC)	Fana	3/29/19
Printed Name	Signature	Date

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

Gardnerville Town Board



- 1. <u>For Possible Action</u> Discussion on vehicle gate style and placement to be installed at Carrick Detention Pond on Town property; with public comment prior to Board action.
- 2. Recommended Motion: Based on board discussion Funds Available: □ Yes □ N/A
- 3. Department: Administration
- 4. Prepared by: Geoff LaCost
- 5. Meeting Date: June 4, 2019

6. Agenda: Consent Z Administrative

Background Information:

There was discussion in the Town Board meeting on February 2nd 2019 during the Town Managers' report about installing a gate on a non-exclusive driveway entrance near Carrick Detention Pond. Direction was provided to work with the adjacent property owner for a 50/50 cost share for a gate.

In the May 7th 2019 Town Board meeting the item was brought back to the board for discussion on style, cost, and placement. It was determined from that board meeting:

- Placement would be located on the property line at the end of the shared access.
- The 35' vehicle gate was removed from the Carrick Detention Pond Fence project.
- Red Curbing and No Parking signs to be installed along the driveway. (scheduled to install)
- Additional quotes to be requested.

The adjacent property owner at the last meeting stated that when his property develops the gate would need to be removed. This could make the town investment wasted unless it is recycled.

The adjacent property owner also stated "He can pay for his own gate on his own property".

Multiple quotes were requested and we now have 3 quotes. One for an electric gate at \$22,500 not including electrical installation costs and two for a manual gate with the lowest bid at \$6,100. If the adjacent property owner will agree to the manual gate the town cost would be \$3,050. A meeting scheduled to meet with the adjacent property owner and he did not show up.

- 7. Other Agency Review of Action:
 Douglas County
- 8. Board Action:
- ApprovedApprovedApproved with ModificationsDeniedContinued

Agenda Item #12

MN/A

Carrick Dog Park Fencing Outline





LB Fence Company LLC



Date: May 24th, 2019

To: Town of Gardnerville

Phone: 1 (775) 782-7134

QUOTE LB FEACE COMPANY LLC MANUAL B G, 100 E-mail:lbfencecompany@gmail.com NV Contractors Lic. #0082525 Phone: (775) 750-7621 Bid Limit - 245,000

Email: glacost@douglasnv.us

We are pleased to submit our quotation to furnish and install <u>See below</u> fencing as per <u>Standards</u> of the specifications, the plans and addendum <u>Zero</u> for the sum of <u>\$_See Below</u>, including tax.

Option

Description

Alternate Bid #1

Furnish & Install: 1 – 35' x 3' Barrier Gate (no signs), Galvanized Only, manually Operated.

Project/Location: virginia Kanch Detention Pond, Gardnerville, NV

Contract Price: \$6,100.00

Other Qualifications: No Paint or Stain.

- 1. No Bond expense/permit fees.
- 2. No Removal of existing fence.
- 3. No clearing, grubbing, or staking of fence lines.
- 4. Job figured for one move-ins.
- 5. No Patching of blacktop.
- 6. No Grounding of fence.
- 7. Bid Price guaranteed for 10 days from bid date.
- 8. No Coring of Concrete.
- 9. No Traffic Control.
- 10. The fence line and grade are to be located by the property owner/GC.



Additional Notes: NOT A PREVAILING WAGE PROJECT.

Special Notes

Terms: Net 30 Days.

The bid specifically excludes all work not itemized above even if directly or indirectly related to our specification section. If this quotation is accepted, it is expressly understood by both parties that this quotation shall be incorporated as an integral part of the contract.

icerely,	90 S	
eve Brophy	Approved by:	Date:
	12-4	

FAX: (775) 302-3131 www.lbfencecompany.com



800 Glendale Avenue • P.O. Box 855 • Sparks, Nevada 89432 • Fax #: (775)358-7197 • Telephone (775)358-8680

QUOTATION

Project: Town of Gardnerville – Detention Pond Double Pipe Barrier Gate

Date: May 30, 2019

Tholl Fence proposes to furnish and install the following:

Install (1) 35' galvanized double pipe barrier gate.

LS \$7,400.00

Estimate excludes the following:

- Permits, bonds, fees, if required
- Coring of concrete, if required

If you have any questions, don't hesitate to call.

Yours truly,

David McKinley Tholl Fence

QUOTE	
Tholl MAN	FEACE
\$7,4	00

QUOTE FLORENCE FENCE INC ELECTRIC \$ 22,500



A 20% RESTOCKING FEE ON ALL ORDERS

We Offer High Quality Fence Materials Made in the U A.

JOB MB1903017 Proposal Submitted: Barry Name: Carson Valley Movers Address: 1191 Services Dr. City: Gardnerville S Phone# 775-782-7070 fax# 783-3567 e# cvmovers@yahoo.com Job Location: same State: NV Zip: 89410 \$23500.00 522500.00 Inchall (1) 0° x 30° chain link gate with slatx. Set (2) 6 50%" posls in concrete. Install (2) 18" x 18" x 2" concrete pads. Install (2) cox200ul. Install (2) cox200ul. Install (2) softy longs with detector. Install (1) shadow loop with detector. Install (1) shadow loop with detector. Install (1) shadow loop with detector. Install (1) start of photo eyes.

Add\$1000.00 for 6' x 30' aristocrat black iron gates.

Carson Valley Movers will need to hire an electrician to run power, phone line or either net cubles. Florence Feue fau dose not Install power. X______

All estimates are good for 7 days. se indicated.

Total S S Deposit Total S S Install TOTAL JOB COST: S

USA

Environ Force, Inc. will install fancing materials in mecondence with the conduitant and terms as listed. The Tence line and grade use to be located by the puperty owner. Ownomer assumes full responsibility for location of frame. Castomer also at their sole expense grazes to hold Florence Ferce Inc. Instances of downer, to use the sole of the sole of the sole of the sole of the sole expense grazes to hold Florence Ferce Inc. Instances of downer downer downer with the be liable for downeys or ministallution of frame. Castomer the sole of the

Estimate written by: <u>Mike Barredo</u> Received & Accepted by: Date: 03-12-19 Date:

Please Sign & Reitern with a Depudt

APN: 1220-10-110-011 1220-10-101-003

RECORDING REQUESTED BY AND AFTER RECORDING RETURN TO: Mark Forsberg, Esq. Scarpello & Huss, Ltd. 600 E. William St., Suite 300 Carson City, NV 89701

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned hereby affirms that this document does not contain the social security number of any person or persons.

GRANT OF ACCESS EASEMENT

This Access Easement is made on this <u>2.2</u>rd day of <u>ANUAVU</u>, 2013, by and between SIERRA NEVADA SW ENTERPRISES, LLC, a Nevada limited-liability company, (hereinafter: "Grantor") and BARRY AND KARLA JONES, husband and wife as community property with right of survivorship (hereinafter: "Grantees").

RECITALS

WHEREAS, Grantor is the owner of that real property commonly known as Douglas County Assessor's Parcel Number 1220-10-101-003 and more particularly described on Exhibit A attached hereto and incorporated herein by this reference. Exhibit A is sometimes hereinafter referred to as "the servient tenement."

WHEREAS, Grantees are the owner of that real property commonly known as Douglas County Assessor's Parcel Number 1220-10-110-011, "the dominant tenement" which is depicted on Exhibit B attached hereto and incorporated herein by this reference;

> NON EXCLUSIUE ACCESS EASEMENT

Doc Number: 0816868 01/23/2013 03:38 PM

Fee: \$ 25.00

Deputy, ar

OFFICIAL RECORDS Requested By: RO ANDERSON

Page: 1 Of 12

Bk: 0113 Pg: 6661

DOUGLAS COUNTY RECORDERS Karen Ellison - Recorder

BK : 0 1 13 PG : 5662 08 16868 Page : 2 of 12 0 1/23/20 13 03 :38 PM

WHEREAS, Grantor desires to grant to Grantees access over and across THE portion of Grantor's Exhibit A parcel that runs between Grant Avenue and Grantees' Assessor's Parcel No. 1220-10-110-011. The easement being conveyed by Grantor to Grantees is depicted on Exhibit C hereto as "Non-Exclusive Access Easement (width varies) 5,681 SF," and hereinafter referred to as "the easement area";

WHEREAS, Grantees desire Grantor to grant and convey to Grantees perpetual access over and through the easement area on Grantor's Exhibit A parcel that runs between Grant Avenue and Grantees' parcel.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby grants to Grantees this non-exclusive access easement (width varies) 5,681 SF, which is described on Exhibit D attached hereto and incorporated herein by this reference.

1. The easement granted herein includes the right of ingress and egress over and through the easement area that lies upon and as a part of Grantor's Exhibit A parcel of real property.

2. The easement granted herein is appurtenant to the dominant tenement.

3. The easement granted herein is perpetual, non-exclusive, and runs with the land.

4. The legal description of the easement, or easement area, is attached hereto as Exhibit D. A drawing of the easement, or easement area, is attached hereto as Exhibit C and incorporated herein by this reference.
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5. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect except subsequent representations or modifications that are in writing and executed before a notary public, signed by the parties to this Grant of Access Easement.

6. In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs. Venue of any action brought by either party to this Agreement shall be the Ninth Judicial District Court of the State of Nevada in and for the County of Douglas.

7. This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto, and shall run with the lands affected hereby.

8. This instrument shall be interpreted in accordance with Nevada law.

GRANTOR

GRÁNTEES

SIERRA NEVADA SW ENTERPRISES, LLC, a Nevada limited liability company By Corporate Management Services Its Manager

By. JAMES S. BRADSHAW, President

BK: Ø113 PG: 6664 Ø816868 Page: 4 of 12 Ø1/23/2013 Ø3:38 PM

STATE OF NEVADA) SS. CARSON CITY 23 This instrument was acknowledged before me on $\leq U$ 2013, JAMES S. by BRADSHAW, as President of Corporate Management Services. nerkon da all NOTARY PUBLIC LINDA GILBERTSON NOTARY PUBLIC STATE OF NEVADA APPT No. 08-0390-3 MYAPPT EXPRES MARCH 2, 2016 STATE OF NEVADA) SS. COUNTY OF DOUGAS) 22 2013, by BARRY JONES. This instrument was acknowledged before me on NOTARY PU LIC NOTARY PUBLIC STATE OF NEVADA County of Douglas ALLISON J. FLOYD Commission Expires August 16, 2014 No: 10-2752-5 STATE OF NEVADA) SS. COUNTY OF DOUGAS 22 2013, by KARLA JONES. This instrument was acknowledged before me on NOTARY PUBLIC STATE OF NEVADA County of Douglas ALLISON J. FLOYD No: 10-2752-5 My Commission Expires August 16, 2014

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12-11

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Gardnerville Town Board Meeting February 5, 2019-4:30 p.m. Page 4

on the outside of the path.

FEBRUARY 5 2019 TOG MEETING MINUTES

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Mr. Dallaire went through the Kingslane and crosswalk improvement projects. Park, Great Race and Freedom 5K. Do you want to continue with Splash Dogs th projects that have been done; are on the list to be done; and projects that are still u..... you to vote on what projects you would like to do this year. We could post it online and get the public's opinion if you would like. Barry Jones is here to talk about the dog park. I met with Barry yesterday. He would like to see the fence

Mr. Miller believed if we do fencing around the outside it will be more money.

Chairwoman Slater asked if Mr. Jones wants to share in the cost of that section of fence.

Mr. Miller suggested putting a gate on the private road.

Ms. Wenner thought if someone wants to go for a walk, it makes better sense the fence would be on the outside.

Chairwoman Slater called for public comment.

Mr. Barry Jones really appreciates Tom and his efforts. The fence is more logical on the outside of the sidewalk. Inside in the future, if you need separation, you can. It would be nice to have two access points: one by Grant and one by Service Drive, but on Carrick. It's an asset because we will use that walkway with or without dogs, with or without handicapped. Mr. Jones pointed out where the fence would be on the screen. Maybe a commercial venture would want to come in.

Mr. Miller asked if Mr. Jones would go in 50-50 with the town on a gate.

Mr. Dallaire asked if the fence could be on the inside if there is a gate?

Mr. Jones still would think the outside.

Mr. Linderman asked if the pedestrian access to Carrick is on the north side.

Mr. Dallaire answered yes.

Mr. Dallaire continued his update on the projects. When we do the design guidelines of the Plan for Prosperity there are a lot of things we need to address going through the process.

Chairwoman Slater wanted to make sure if and when the census starts, it is imperative you make contact with them. For every person they count that makes extra money for the town of Gardnerville.

Mr. Dallaire will forward the link for the survey. There will be four different categories and we will show the top priorities next month.

Not for Possible Action: Discussion on the Town Attorney's Monthly Report of activities for January 10. 2019.

Attorney Yturbide reported reviewing the agenda and items on agenda. I revised the invocation and worked on the summary of tort claims. There were a number of requests from staff on various items. There was a question about what specificity needs to be in the minutes. I did research that issue. They do not need to be written down verbatim. However, if a member of the public requests an item they're talking about be put into the minutes then the substance of the remarks should try to be put in. If there is specificity that is required, the public member can present written comments that can be made part of the packet. That is NRS 241.035. Otherwise it's been a fairly quiet month.

Not For Possible Action: Discussion on the Town Manager's Monthly Report of activities for January 2019.

Mr. Dallaire ordered the signage for the station. We did get the signage for the slough updated. We will put the sticker on when it dries out. 12-13

Gardnerville Town Board Meeting May 7, 2019 Page 3

Mr. Miller asked if he would have a box to keep the implements to play the game. Nathan sai their own bocce ball sets.

Nathan said the two signs are being donated by Carson Valley signs.

Mr. Henningsen asked if Nathan talked to managers of stores, in uniform, with a nice presentation that he did talk with store managers and he was in uniform - he explained who he was, what henningsen they have to buy into the vision, that's crucial for getting donations. This has been ongoing so its not new to the board, are we prepared for this?

MAY 7 2019

TO G MEETING

MENUTES

Mr. Lacost said the previous town manager promised \$2700 for the oyster shell. We do have funds available we'll just be taking if from another project.

Nathah would need about \$1050.

Mr. Miller asked how much oyster shell, and what kind of vehicles can carry this.

Leonard Caires, Nathan's dad, manages Carson's Tractor Supply and they are selling the oyster shell at cost. It's about 7 pallets total.

Mr. Lacost said we'd use the dump truck with the trailer to transport the material. Or use a flatbed. It might take 2 trips.

Mr. Miller asked how to dispose of the sod.

Mr. Lacost said we'd probably take it to Bently as greenwaste. There may be a challenge getting the sod out due to tree roots, we'll find out when the project happens. There may be a place in Arbor Garden, or dead spots in the parks where we could reuse some of the sod.

Public comment – Mr. Dan Webster/Troop #233/Eagle Project Coordinator said we did a project in Heritage Park - the bridge, which turned out very well. Nathan has spent quite a bit of time planning the project and trying to work out all the details. He tried to get donations but that didn't work out. These projects are required to become an Eagle Scout, its for leadership. It's planning the project and carrying it out. He has a real good idea and plan and the troop is behind him to carry it out. I would ask you to approve the funds. You did that with the bridge – you put in some funding and some equipment use and it turned out very well. I would ask you to approve that so that he can move on and finish up being an Eagle.

No further public comment

Motion by Higuera to approve the installation of bocce ball courts and additional town funding in the amount of \$1050 to support the completion of the project/Wenner

Upon call for the vote, motion carried unanimously

8. <u>For Possible Action</u>: Discussion on vehicle gate style and placement to be installed at Carrick Detention Pond on Town property; with public comment prior to Board action.

Mr. Lacost discussed Option A and Option B that were brought before the board in Tom Dallaire's report in February. Placement of the gate, options of an automatic or manual gate and traffic needs, cost differences and splitting the cost with the business owner were discussed. We have \$35k set up to do the fencing for the dog park. Hoping for board direction.

Public comment – Mr. Barry Jones got an estimate but didn't hear back from the town whether he was getting the estimate or the town was to figure out what to do. He was hoping to get an upscale gate rather than forestry looking gate. If gate put in at Grant, could put a couple lights on each site of it. Tom Dallaire was going to give him a couple prices and a couple ideas of what to do. Tom sent some types of fencing, and they talked about where to get the electricity. There was no mention of putting it back off the road. The reason for the fence is to keep the parking there to access and not be a nuisance for them to get in and out of the property like it is today. He doesn't understand why we'd put the fence back

12-14

there.

Mr. Lacost said the property line follows the south side of the driveway entrance, so the road itself is actually town property. And the property line goes down to the corner of where the asphalt ends and then turns north. There is a right-of-way easement so he still has full access to use the road. He doesn't have to maintain the road, the town maintains the road. The road is 30' wide, so even if you parked a car on both side you would have 14' in the middle which is plenty wide even for a large truck to get through. If it would be the direction to paint red on the south side, that would be another option or availability for control of traffic. If we put the gate up towards the front and make it a manual one, trucks would have to stop on Grant to open it up, which would be problematic. The manual gate with the pipe rail system you would have to get out and open it up which would block traffic – this would be the cheaper way to do it. If it is up front it's still \$22k to put the garage door style opener.

Mr. Jones didn't put it out to bid, he just got somebody's bid. Artistic Fence was there but wanted to have more information from the town. Nothing material wise on that part. Mr. Jones said he knows it's a big nuisance out here. The private drive was actually made for Carson Valley Movers drive. We actually had a letter from Mark Folsberg to George Kill and Berry Jones/Carla Jones in a meeting. And then months after that had a meeting with Tom Dallaire who said all this road would be used for was to access the pump or to service the grass area in the retention pond. So that is how Mr. Jones knew this layout – basically attorneys' talk on paper. Mr. Jones said "I'm just trying to make it right. There's a few issues on how we were going to do the fence in the future to prevent gate cost – location and inside/outside sidewalk, there were so many variables. So I'm just trying to accommodate what is the problem today."

Ms. Slater asked if Mr. Jones was not for option A but only for option B.

Mr. Jones said he sees Option B but that he thinks we could cut the cost down.

Ms. Slater said that is one huge factor for the town, if we went through that something of that nature something else big has to suffer. There are no new monies coming in until the beginning of the next fiscal year. So we get very short of funds. So try to be conservative.

Ms. Wenner asked if there could be more bids.

Mr. Jones was hoping for more bids – for the township to offer more bids. But I think we need to know what we're bidding on.

Mr. Miller said he had some comments in the original discussion and he never envisioned an automatic gate. On a daily basis you can go up and down Highway 395 and see deliver trucks parked in the turn lane blocking the turn lane and making deliveries into the business, sometimes for 15-20 minutes at a time. Nothing is enforced. Even if we put red down that lane it has to be enforced by somebody and the sheriff can't always be there to enforce those red zones for no parking. A non-automatic gate in that location on that road would not be that big of a burden on traffic because you're not blocking the lane completely with a truck until you start your turn. If you stary within the lane on the side it would not block that lane because those roads on Grant are wide enough for a truck to park on the side and another car pass by. It's just the driver would have to take caution when getting out of the cab of the truck. The gate could still go at option A but not be automated. The option of where it would be located would be a separate discussion.

Mr. Henningsen said the real problem this whole thing started with the gate in the first place, was that there were cars being parked there that were interfering with access into the business. So if we still allow cars to be parked it will still prevent business perhaps from carrying on in a normal fashion if we're going to put the gate not at Grant Avenue but on the inside, there's going to be cars parked all over the place – even if we paint it red. You're still going to have a lot of cars, public, people walking dogs, doing whatever they do, and they are not going to be around – their car is going to be locked and they're going to be off somewhere, and these trucks are probably going to be coming back to us saying we can't get to our business. To put a gate anywhere but on Grant seems to be fooling ourselves. If the real concern is cars on the driveway, we really haven't solved that by putting the gate at Option B. Put at Option A near Grant as cheaply as we can, being that we sort of created this problem – put a manual gate as affordable and nice as we can, compromise there.

Ms. Slater asked Ms. Yturbide – if we block this off, 7 years from now what becomes of that piece of property that the town owns?

Ms. Yturbide asked about the ownership of Grant Avenue. Is that a public road? Yes. You can't typically block or restrict a public road. 12 - 15

Mr. Miller said the road with a curve on it is not a public road, it's a private road with Mr. Jones' permission to use it.

Ms. Yturbide asked at what spot does it become a public road?

Ms. Slater said right down at the very end, on Option A where the red is, that's where the property line ends for the town of Gardnerville.

Mr. Lacost said that is the corner of the property, yes.

Ms. Yturbide said what about emergency access, would it still be available and not be an unreasonable restriction?

Ms. Slater said the people that are parking there are going to the dog park. That is going to be developed as a dog park. It's town property subject to a right-of-way. She doesn't think cars are going to be parking where we totally close off that curve.

Mr. Higuera said that probably wouldn't restrict a truck getting through, it's not that wide.

Mr. Glenn Linderman asked in past experience how do the cars park?

Mr. Jones said they park 3 deep – he had to do a 12-point turn to turn around himself, and go out the other way. He has to have some ground rules there. Also, think of the handicapped in facilities near who use this as a walking path. That doesn't do anything to access his business. That little lip the town uses for our service is where they park. That is ideal if you could accommodate that at the same time with the monies. But that's asking for other money in other directions – but you need to be required to at least help everybody.

Ms. Slater asked if we could put no parking signs at both sides and paint red.

Mr. Lacost said yes.

Ms. Slater doesn't like blocking off under Option B. It needs to be built with a gate to the edge of our property line. The no parking signs and red paint put everybody on notice, if it get's turned in and reported it's the Sheriff's duty to enforce it.

Mr. Jones said he discussed it with Tom Dallaire several years ago – they were painting the Southgate area and felt he was painting the whole town red. Reiterated this was just for the pump house retention pond – this was made for a private drive for Carson Valley Movers for access to the property. Also if we did put this expensive gate up here, some day it could be taken out – when someone actually develops this property.

Mr. Henningsen feels it's complicated because there's public road there. Trucks stop all the time along the highway and other roads while they are doing their business – he thinks the gate on Grant makes the most sense unless we put no parking. The no parking makes it usable, emergency vehicle accessible, sort of solves Mr. Jones' problem most of the time at a reasonable cost.

Ms. Higuera said plan B is out of the question, we just don't have the money. Possibly could get other bids for Plan B and maybe get the cost down. As far as placement, he agrees with the Grant Avenue placement.

Ms. Wenner likes putting the gate further back where the property line is. If there's a truck parked in the road and somebody doesn't see it and rear ends it, the town would be liable. She likes the idea of painting it red, no parking, and maybe private drive.

Ms. Slater said we do have a consensus of putting it to the property line. So then we come back to the gate. The board cannot afford the bid for \$22k. Would you like to see if you can get a bid that comes down substantially and bring it back to the board next month?

Mr. Jones said he took this one opportunity to get some bids - he hoped somebody from the town could get some estimates because he knew they would get better estimates that he could. He would petition for the Town of Gardnerville to help out with these estimates.

Mr. Lacost said originally after February, Tom Dallaire reached out to Mr. Jones and gave him 3 options of different styles of fences. Mr. Jones came back with a price of the fence he wanted, that was the \$22k. With that estimate and the

2-16

Gardnerville Town Board Meeting May 7, 2019 Page 6

budget, Mr. Lacost needed more direction form the board of which way to go and the placement to come to a common ground. He could get additional bids but they may not be Mr. Jones' vision. So if the board wants him to get additional bids for an automatic gate, or a pipe rail gate, and the placement, he'll get them.

Mr. Jones just asked for a few bids.

Ms. Slater asked Mr. Jones to share pictures with Mr. Lacost. If Mr. Jones is set on the electric gate, if town came up with \$3k that we can support it with and left the balance to him, he would get the gate he wanted. But the town clearly cannot come up with sufficient funds that you're asking for. Mr. Lacost can get some more bids.

Mr. Jones said that the original agreement last meeting was it would be 50/50.

Ms. Slater said we can't support even splitting the \$22k. \$6k is the budget Mr. Jones/Town.

Mr. Jones can't commit to that right now.

Mr. Miller told Mr. Lacost that he though Mr. Lacost was going to bring bids to look at the entire fencing project at tonight's meeting.

Mr. Lacost said has the plan set done and the RFP put together. This decision tonight impacted if this gate was a part of that project or if this gate is a separate project done after the fact.

Ms. Wenner thinks the fence should be separate from gate.

Mr. Higuera agreed because the gate is a 50/50 split and the fence isn't.

Ms. Slater said that would be the board's direction to Mr. Lacost - look at it as 2 separate projects.

Ms. Slater asked Mr. Jones if he'd be comfortable if Mr. Lacost got bids on the pictures shown at the meeting, or does he want him to go with just the electric gate.

Mr. Jones wants time to review with Carla (his wife) and his counsel. He needs something up there. We could start with the red and the no parking, maybe that will fix the issue. As far as the gates go, he doesn't know if that looks like the best of Gardnerville. He asked the board if they want him to continue to look like the forest out there on that corner or do you want him to be more upscale like we're trying to achieve to fit in with our look.

Mr. Miller said the town's maintenance yard has that type of gate.

Ms. Slater said the gate will go using Option A, it will be placed on the property line.

Ms. Yturbide asked if there has been a motion or is this being tabled for consideration in the future.

Ms. Slater said we are going to table it.

Mr. Jones said so Option B of putting it on Grant and private drive is out.

Ms. Slater said yes. And we are putting up signs - private drive, no parking, to make sure that it's fully signed.

Mr. Jones said we have the red now. What are we going to do on the other side where the people that use it as a walking path as it is.

Ms. Slater said that would be a whole different issue at another time.

Ms. Yturbide said that's beyond the scope of where we are for the agendized item.

Ms. Slater said at this time there will be no action.

Motion by Henningsen/Miller for action item 8 that we tabled the item until a clear understanding is determined and brought back to the board. Options were presented, but a clear understanding of what we had presented to

Gardnerville Town Board Meeting May 7, 2019 Page 7

you be brought back to the board – Mr. Jones will work with Mr. Lacost, clarify what you can both agree on and come back to the board. will have to agree.

Mr. Lacost said he would call Mr. Jones within a week and schedule a time.

Ms. Yturbide said Mr. Jones presented copies of gates that we'll have with packet materials for today's agenda.

Public comment – Ms. Debbi Lehr said that Grant is a double lane and you have a median, it's illegal for a truck to stop in a road with a median. It's not like the turn lane out here.

Public comment – Mr. Glenn Linderman said if people are parking 3 deep is the problem it's the sheriff's problem. Signage and red paint on the curbs would probably handle it. Do we need a gate? They don't have a gate now, if there wasn't a parking problem would they need a gate? All you'd need to do is solve the parking problem. If red curbs and signs don't solve the parking problem, other actions could be taken. You could put up fencing that gives people a clue that parking is not good here. Fence off the sidewalk and then they have to park and then walk back down the street and come in from the other side. There seem to be other options besides just a gate, and a gate would actually impede access to the businesses to some extent if there isn't any other reason for a gate.

Mr. Higuera said red paint and signs may be a way to start.

Mr. Henningsen said if we had an electric gate with old people and dogs on leashes or kids, it would be a liablity for the town to have a large rolling gate. Someone hits the button and no one is watching the gate close.

Mr. Jones wanted a solid fence so people can't go straight there and park. But he wanted to accommodate the handicapped and elderly that need a little help there. If we put a fence there and the red and the no parking he thinks it would eliminate 99% of it without any gate. They would go to the other side to come in. He can pay for his own gate on his own property. The plans are to fence it.

Ms. Slater said that might be an option. Next week Mr. Jones get together with Mr. Lacost and put something on the next month's agenda.

Mr. Jones said that would be satisfactory. He also said, it's a retention pond. Please don't address it as a dog park.

Ms. Slater said it is going to be a dog park.

Mr. Jones said he believes that in legal action he believes the Jones' have to approve it also.

Public comment – Mrs. Carla Jones said that if it gets designated as a park, for future development on that land it can limit what can be developed there because of the proximity of the park. Which would be detrimental to the value of their property.

No further public comment

Upon call for a vote, motion carried unanimously

9. <u>For Possible Action</u>: Discussion on the Fiscal Year 2019-2024 Final Capital Improvement Plan (CIP), with public comment prior to Board action.

Public comment - Ms. Louthan I said there were no changes except putting the whole grant into the NV Energy line item.

Public comment closed

Motion Higuera/Miller

Upon call for the vote, motion carried unanimously

10. <u>For Possible Action</u>: Discussion to adopt the Final Budget for Fiscal Year 2019-2020, with public comment prior to Board action.

Gardnerville Town Board AGENDA ACTION SHEET



- 1. <u>For Possible Action</u>: Discussion to award, award with modifications or deny Town bid #2019-01, for a fencing contract around Grant/Carrick Detention Pond to Tholl Fence in the amount of \$32,453.72 ; with public comment prior to Board action.
- 2. Recommended Motion: Motion to award the fencing contract around Grant/Carrick Detention Pond to Tholl Fence in the amount of \$32,453.72, and authorize the Superintendent of Public Works to approve change order requests in an amount not to exceed \$2,271 (7% of the awarded project costs). Funds Available: □ Yes □ N/A
- 3. Department: Administration
- 4. Prepared by: Geoff LaCost
- 5. Meeting Date: June 4, 2019
- 6. Agenda: ^{[7} Consent ^[2] Administrative

Background Information:

This project is funded by account 610-923 532.118 Major Repair and Maintenance and is on the Capital Improvements Project (CIP) list coming in under budget. The project was originally budgeted for \$35,000 leaving us \$2,546.28 under budget.

There may be unexpected conditions which reveal themselves during construction. Staff requests the board grant the Superintendent of Public Works the authority to approve change orders in an amount not to exceed \$2,271 (7% of the awarded project costs).

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

Agenda Item #13

BID TAB 2019-1905 Carrick Detension Pond Fencing

-		· · · ·	5	Tho	ll Fence Inc.	LB Fenc	e Company LLC
	CORE PROJECT	UNITS		UNIT PRICE	LINE ITEM PRICE	UNIT PRICE	LINE ITEM PRICE
1	4' Tall Black Chain Link Fence	1143	Feet	\$22.04	\$25,191.72	\$30.84	\$35,250.12
2	16' Double Drive Gates Chain Link	2	EA	\$1,850.00	\$3,700.00	\$2,366.00	\$4,732.00
3	6' Man Gates	2	EA	\$822.00	\$1,644.00	\$1,540.00	\$3,080.00
4	7' Man Gates	2	EA	\$959.00	\$1,918.00	\$1,615.00	\$3,230.00
5			LF		\$0.00		\$0.00
6			LF		\$0.00		\$0.00
7			SF		\$0.00		\$0.00
8			SF		\$0.00		\$0.00
9			EA		\$0.00		\$0.00
	BID TOTAL				\$32,453.72		\$46,292.12

Current Plan Holders

Tholl Fence
LB Fence Company

PO Box 855 PO Box 2648 Sparks, NV 89432 Fernley, NV 89408 May 13, 2019

TO: Fence Contractors

Re: Request for Proposal for 4' - black chain link fencing -

PROPOSAL DUE FRIDAY MAY 24th 2019 @ 3:00PM

The Town of Gardnerville is accepting proposals to select a licensed fence contractor to provide materials and labor to install a 1143 lineal feet (with 6 gates) of new 4' chain link fence with black vinyl coated fabric, black top rail with associated black hardware for black posts, with bottom tension wire on fabric. Posts size to be used is 1 7/8" diameter black steel line posts, 2 3/8" diameter black corner posts with 2 7/8" gate posts for fence with tension wire at the bottom of the fabric. The fence will generally be located outside the concrete pathway at the Virginia Ranch Detention Pond located between Grant Avenue and Carrick Drive and Service Drive, east of Highway 395 (see attachment "A")

The following will be supplied and installed with all materials and labor to install the fence.

- (2) 16' double drive gates, with 2 7/8" or larger gate posts (min 36" embedment).
- (2) 6' man gates 2 3/8" gate post on either side (min 24" embedment) of existing walkway such that there is room for the gate. Actual width may vary slightly and we need 4' clear.
- (2) 7' man gates 2 3/8" Gate post either side (min 24" embedment) of gate at the existing arbor located in the field, posts on either side of existing walkway and the width may be between 6' and 7' depending on the location of gate posts.
- Provide 17/8" line posts at 10'-0" max spacing, include black hardware for all parts and pieces.
- Provide a 9 gauge tension wire at the base of the fabric.

The goal is to construct a fence surrounding the detention facility to be an accessory use as a dog park that will be a low maintenance fence and look good from a distance. The town does have black sign poles and black framed benches onsite.

Please find attached a vicinity map, area map, and an overall plan of what we would like fenced. Geoff LaCost is available to meet with you onsite if needed to go over the fence location or project.

Please feel free to contact me at 782-7134.

Thank you for your interest in the town's project,

Geoffrey LaCost, E.I.

Superintendent Town Public Works Town of Gardnerville

BID SCHEDULE

BASE BID - Carrick Detension Pond Fencing

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ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	EXT. TOTAL
1	4' Tall Black Chain Link Fencing	1143 Feet	22.04	25,191.72
2	16' Double Drive Gates Chain Link	2 Each	1850.00	3,700.00
3	6' man gates	2 Each	822.00	1,644.00
4	7' man gates	2 Each	959.00	1,918,00
5	*Note: See RFP for fence specifications			11 10 1
		GRA	ND TOTAL	\$ 32,453.7

(words) Fifty Three and 72/100 clouders,

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	EXT. TOTAL
1	NIA			
2				
3				-
	Contraction and the second	GF	RAND TOTAL	\$

TOTAL OF ALTERNATE "A" (numbers) \$______ NIA (words)______

Bids due May 24th 2019 at 3:00 PM

1407 US Highway 395 Garderville, NV 89410

-

Contractor:	Tholl Fence Inc.	
Authorized Signature: _	Del Alt	



CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract between Town of Gardnerville and Tholl Fence

Whereas, Town of Gardnerville ("Town" or "Town of Gardnerville") is a political subdivision of the State of Nevada, from time to time requires the services of independent contractors; and

Whereas, it is deemed that the professional services of Tholl Fence ("Contractor") herein specified are both necessary and desirable and in the best interests of the Town of Gardnerville; and

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. Effective Date and Term of Contractor. This contract shall not become effective until and unless approved by the Town Board of Gardnerville at their June 4, 2019 meeting. A Notice to Proceed will be issued on a date agreed upon by the Town and Contractor. The contractor shall have all work completed within 60 days of the issuance of the Notice to Proceed.

2. Independent Contractor Status. The parties agree that Contractor shall have the status of an independent contractor and that this contract, by explicit agreement of the parties, incorporates and applies to the provisions of NRS 284.173, as necessarily adapted, to the parties, including that Contractor is not a Town/County employee and that

There shall be no:

- (1) Withholding of income taxes by the Town/County;
- (2) Industrial insurance coverage provided by the Town/County;
- (3) Participation in group insurance plans which may be available to employees of the Town/County;
- (4) Participation or contributions by either the independent contractor or the Town/County to the public employees' retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by the Town/County if the requirements of NRS 612.085 for independent contractors are met.

3. Industrial Insurance. A. Unless the Contractor complies with (B) below, Contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the Town/County to make any payment under this contract, to provide the Town/County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also agrees, prior to commencing any work under the contract, to complete and to provide the following written request to the insurer:

Tholl Fence has entered into a contract with Town of Gardnerville to perform work and

requests that the State Industrial Insurance System provide to the Town of Gardnerville/Douglas County 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapses in coverage or nonpayment of coverage that the Contractor is required to maintain. The certificate and notice should be mailed to:

Town of Gardnerville 1407 Hwy 395 N Gardnerville, Nevada 89410

Contractor agrees to maintain required workers compensation coverage throughout the entire term of the contract. If Contractor does not maintain coverage throughout the entire term of the contract, Contractor agrees that the Town of Gardnerville may, at any time the coverage is not maintained by Contractor, order the Contractor to stop work, suspend the contract, or terminate the contract. For each six month period this contract is in effect, Contractor agrees, prior to the expiration of the six month period, to provide another written request to the insurer for the provision of a certificate and notice of lapse in or nonpayment of coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six month period, contractor agrees that the Town of Gardnerville may order the Contractor to stop work, suspend the contract, or terminate the contract, or terminate the contract.

B. Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that he/she is a sole proprietor and that:

- 1. In accordance with the provision of NRS 616B.659, has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS; and
- 2. Is otherwise in compliance with those terms, conditions and provisions.

4. Services to be Performed. The parties agree that the professional services to be performed are as follows: (See attached Exhibit 'A') (list of services or exhibit)

5. Payment For Services. Contractor agrees to provide the professional services set forth in Exhibit "A" at a cost not to exceed \$32,453.72. In addition, the Town Does Not Agree to reimburse Contractor for Travel expenses and per diem allowances. Unless Contractor has received a written exemption from the Town, Contractor shall submit monthly requests for payment for services performed under the agreement. Requests for payment by Contractor may only be made for reimbursement of actual cash disbursed. Requests for payment shall be submitted no later than fifteen (15) days after the end of a month and must include a detailed summary of the expenditures reported in a form that supports the approved budget.

6. Termination of Contract. This contract may be revoked without cause by either party after the first year, provided that a revocation shall not be effective until 15 days after a party has served written notice upon the other party.

7. Nonappropriation. All payments under this contract are contingent upon the availability to the Town of the necessary funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations under this contract between the parties shall not exceed those monies appropriated and approved by the Town for this contract for the then

current fiscal year under the Local Government Budget Act. This contract shall terminate and the Town's obligations under it shall be extinguished if the Town fails to appropriate monies.

Nothing in this contract shall be construed to provide Contractor with a right of payment over any other entity. Any funds obligated by the Town under this contract that are not paid to Contractor shall automatically revert to the Town's discretionary control upon the completion, termination, or cancellation of the agreement. The Town shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor shall have no claim of any sort to the unexpended funds.

8. Construction of Contract. This contract shall be construed and interpreted according to the laws of the State of Nevada with jurisdiction and venue proper in the Ninth Judicial District Court for the State of Nevada, in and for the County of Douglas.

9. Compliance with Applicable Laws. Contractor shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state and local accounting procedures and requirements and all immigration and naturalization laws.

10. Assignment. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the Town.

11. Town Inspection. The books, records, documents and accounting procedures and practices of Contractor related to this contract shall be subject to inspection, examination and audit by the Town, including, but not limited to, the contracting agency, the Town Manager, the County Manager, the District Attorney, and if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

12. Disposition of Contract Materials. Any books, reports, studies, photographs, negatives or other documents, date, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract shall be the exclusive property of the Town and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the Town upon completion, termination or cancellation of this contract. Alternatively, if the Town provides its written approval to Contractor, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations and all other pending matters are closed. If, at any time during the retention period, the Town, in writing, requests any or all of the materials, then Contractor shall promptly remit and deliver the materials, at Contractor's expense, to the Town, unless the Town has requested remittance and delivery by Contractor of the items. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the Town.

13. Public Records Law. Contractor expressly agrees that all documents ever submitted, filed, or deposited with the Town by Contractor unless designated as confidential by a specific statue of the State of Nevada, shall be treated as public records pursuant to Nev. Rev. Stat. ch. 239 and shall be available for inspection and copying by any person, as defined in Nev. Rev. Stat. ch. 239, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or

any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the Town or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

14. Indemnification. User agrees to release, indemnify, defend and hold harmless Town for, from and against any and all losses, damages, claims, demands, actions, costs and expenses (including without limitation court costs and attorneys' fees)(collectively "losses")(a) caused by or arising from, in whole or in part, any act or omission of use, or (b) any breach by user of this agreement, or (c) for person injury to or death of user's employees, agents, or contractors occurring while such person is performing services pursuant to the contract for services of independent contractor. The foregoing release and indemnity shall apply regardless of any negligence or strict liability of Town except to the extent the loss is caused by the gross negligence or willful misconduct of Town.

15. Modification of Contract. This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties and approved by the Gardnerville Town Board.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

David McKinley Tholl Fence Date

Linda Slater, Chairman Gardnerville Town Board Town of Gardnerville Date



Exhibit "A"

800 Glendale Avenue • P.O. Box 855 • Sparks, Nevada 89432 • Fax #: (775)358-7197 • Telephone (775)358-8680

QUOTATION

Project: Town of Gardnerville – Detention Pond Fencing

Date: May 24, 2019

Tholl Fence proposes to furnish and install the following:

Item				Unit	
#	Description	Qty	Unit	Cost	Total
1	4' tall Black Chain Link Fencing	1143	LF	\$22.04	\$25,191.72
2	16' double drive gates chain link	2	EA	\$1,850.00	\$3,700.00
3	6' man gates	2	EA	\$822.00	\$1,644.00
4	7' man gates	2	EA	\$959.00	\$1,918.00
	Total				\$32,453.72

Estimate excludes the following:

- Permits, bonds, fees, if required
- Coring of concrete, if required

If you have any questions, don't hesitate to call.

urs tru Tholl Fence

Gardnerville Town Board



- 1. <u>For Possible Action</u>: Approval of Resolution 2019R-026 augmenting the Town of Gardnerville budget for fiscal year 2018-2019; with public comment prior to Board action;
- 2. Recommended Motion: Approve Resolution 2019R-026 augmenting the Town of Gardnerville budget for fiscal year 2018-2019.

Funds Available: 🗆 Yes 🛛 🗹 N/A

- 3. Department: Administration
- 4. Prepared by: Erik Nilssen, P.E., Town Manager
- 5. Meeting Date: February 5, 2019
- 6. Agenda: Consent Z Administrative

Background Information: There was \$20,951 reimbursed from the Borda storm drain project and \$7,047 reimbursed by insurance from an accident that occurred on 9/20/18 at Mill and Hwy 395 with a light pole. See attached

- 8. Board Action:
- **Approved**
- Approved with Modifications
- Denied
- Continued

Agenda Item #14

RESOLUTION NO. 2019R-026

RESOLUTION AUGMENTING THE TOWN OF GARDNERVILLE 2018-2019 FISCAL YEAR BUDGET

WHEREAS, there is a need to revise the 2018-2019 Budget as follows:

GENERAL FUND

1

Revenue	
Reimbursements	
Borda Storm Drain	\$20,951
Insurance Reimbursement	7,047
	\$27,998
Expenditures	
Road Maintenance	\$ 7,047
Major Repair & Maintenance	20,951
	\$27,998

ADOPTED THIS 4th day of June 2019.

AYES	
NAYE	

GARDNERVILLE TOWN BOARD DOUGLAS COUNTY, NEVADA

By: ____

Linda Slater, Chairwoman

ATTEST:

Erik Nilssen, Clerk to the Board

NOW THEREFORE BE IT RESOLVED that the 2018-2019 Fiscal Year Budget Augmentation is herein approved.

ADOPTED THIS _____ day of _____, 2019 by the following vote:

AYES	
------	--

	COMMISSIONERS		
			<u>``</u>
	X		
NAYS			
		·	
ABSENT			
	_		

By:

Chairman Douglas County Board of Commissioners

ATTEST:

Clerk to the Board

		0	ouglas	s Coun	ty Col	nptroller's O	ffice		
				Budge	et Au	gmentation			
	te of Request: 2/25/20 r Fiscal Year: 18/19	0.00				5	Requested By: Fund : Department:		outhan 10
						DR	CR	CR	DR
	Account Name	Fund	Dept	Acc	ount	Revenue Increase	Revenue Decrease	Expend Increase	Expend Decrease
1	Reimbursements	610	000	360	901	27,998			
2	Road Maint	610	926	520	103			7,047	
3	Major Repair & Maint	610	926	532	118			20,951	
4									
5				0					
6	-								
7									
8									
9									
10									
				Total		27,998	-	27,998	-
1			Ne	t Cha	nge	27,998		27,998	
J	Sustification for Adjustme Reimbursement from Ted Bord Reimbursement from Allstate 3	la for st					e		
	epartment Head or Compt ate:	troller	Signa	ture:					
7		ĺ	Compti	roller'	s Off	ice Use Only			
Aŗ	proved By:								
Do	te:			•2				Journal#	

Gardnerville Town Board AGENDA ACTION SHEET



- 1. For Possible Action: Discussion to award, award with modifications or deny Town bid #1901, for the 2019 Annual Street Sealing contract; with public comment prior to Board action.
- 2. Recommended Motion: Motion to award the 2019 Annual Street Sealing contract bid #1901 a to Sierra Nevada Construction in the amount of \$142,007 and authorize the Town Manager to approve change order requests in an amount not to exceed 10% of the awarded project costs.
- 3.

Funds Available: 🗹 Yes

- 4. Department: Administration
- 5. Prepared by: Geoff LaCost
- 6. Meeting Date: June 4, 2019
- 7. Agenda: Consent Administrative

Background Information:

The town has budgeted \$175,000 for this project for Road surface slurry to be installed on Douglas Avenue, Hussman Avenue, Church Street, Wildrose Drive, Willow Street, Centertowne Drive, Cottonwood Street, Meadow Court, Northampton Circle, Wilson Circle, and Easton Lane. With the price coming in 23.2% under the engineer's estimate we have an opportunity to add additional areas to the project under the change order. The remainder not used will be rolled over to next year's road budget for additional repairs.

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

BID TAB TOWN OF GARDNERVILLE

1901 2019 Annual Street Sealing			Sierra Nevada	Construction	VSS International		
CORE PROJECT	UNITS		UNIT PRICE	LINE ITEM PRICE	UNIT PRICE	LINE ITEM PRICE	
Core - Mobilization	1	LS	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	
Core - Traffic Control	1	LS	\$7,402.00	\$7,402.00	\$18,000.94	\$18,000.94	
Core – SLURRY SEAL TYPE 2	412,631	ft ²	\$0.25	\$103,157.75	\$0.27	\$111,410.37	
Alt A - Traffic Control	1	LS	\$1,500.00	\$1,500.00	\$1,100.00	\$1,100.00	
Alt A - SLURRY SEAL TYPE 2	99,789	ft²	\$0.25	\$24,947.25	\$0.21	\$20,955.69	
						······································	
						101 WTW.	
						~	
BID TOTAL				\$142,007.00		\$161,467.00	
			Sierra Nevada	Construction	VSS In	ternational	
			GRAND TOTAL	\$142,007.00	GRAND TOTAL	\$161,467.00	

· .

2019 ANNUAL STREET SEALING Contract Amount - \$

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on June 5, 2019.

<u>OWNER:</u> <u>Town of Gardnerville</u> 1407 Highway 395 N	CONTRACTOR:
Gardnerville, NV 89410	Gardnerville, NV 89410
By: Erik Nilssen, P.E., Town Manager	By
Attest	Attest
Address for giving notices: 1407 Highway 395 Gardnerville, NV 89410	Address for giving notices:
e a ser e se a compañía de la compañía de	······································

STATE OF NEVADA)

COUNTY OF DOUGLAS

")ss.

)

One the ______ day of ______, 2019, Erik Nilssen, P.E., Gardnerville Town Manager, personally appeared before me, and acknowledged to me that, in conformance with the direction of the Gardnerville Town Boards' meeting of <u>June 4, 2018</u>, he executed the above instrument on behalf of the Town of Gardnerville, a political subdivision of the State of Nevada.

Marie Nicholson, Office Specialist

STATE OF NEVADA)

) SS: COUNTY OF DOUGLAS)

On this ______ day of ______/ in the year ______ before me, _____/ Notary Public, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledge that he (she/they) executed it.

1BC-2 15 - 3

WITNESS my hand and official seal.

Notary's Signature

My Commission Expires:_____

BID SCHEDULE 1901

BASE BID-2019 ANNUAL STREET SEALING

ITEM NO.	DESCRIPTION	UNIT	UNIT	EXT. TOTAL
1	Core - Mobilization	1 LS	5,000.00	5,000.00
2	Core - Traffic Control	1 LS	7,402.00	7,402.00
3	Core - SLURRY SEAL TYPE 2	412,631 SF	0.25	103,157.75
4	Alt A - Traffic Control	1 LS	1,500.00	1500.00
5	Alt A - SLURRY SEAL TYPE 2	99,789 SF	0.25	24,947.25
GRAND TOTAL				A MANUNA MA ANALYZANI SA

142,007.00 TOTAL OF BASE BID "A" (numbers) \$____ Forty-Two Thousand One Hundred (words)

Seven Dollars and ho cents

 The Town reserves the right to remove Item #4 and #5 from the project pending available funds.

CHECK ONE:

A

- We qualify and claim the Preferential Bidder Status as specified in NRS 338.1389 or 147, and have attached the appropriate certificate in accordance with the requirements of NRS 338.1389 or 147.
- [] We do not qualify for the Preferential Bidder Status as specified in NRS 338.1389 or 147.

Contractor:

Sierra Nevada Construction, Inc.

Authorized Signature:

:

Kevin L. Robertson, President

Date

May 30, 2019

15-4 BF-6





Western Emulsions

Sunday, May 06, 2018

Subject: Slurry Design with Martin Marietta Spanish Springs Type II Aggregate **Contractor: Sierra Nevada Corporation**

1. Material Evaluation

Material	Source
LMCQS-1H	Western Emulsions White City Terminal
Type II Slurry Aggregate	Martin Marietta Spanish Springs Pit

The properties of the emulsion are listed in Table II:

Table II: Emulsion Test Results					
Test	Method	Spec	Result		
Saybolt Furol Viscosity @ 77°F (sec)	AASHTO T59	16-90	35		
Storage Stability @ 1 Day (% difference)	AASHTO T59	1.0 max	0.3		
Settlement @ 5 Days (% difference)	AASHTO T59	5.0 max	0.8		
Sieve Test, Retained on No. 20 (%)	AASHTO T59	0.1 max	0.02		
Oil Distillate, %	AASHTO T59	3.0 max	0.0		
Residue (% by mass)	AASHTO T59	62 min	64.2		
Tests on Residue from Evaporation					
Penetration @ 77°F, 100g, 5 sec (dmm)	AASHTO T49	40-90	61		
Ductility @ 77°F, 5 cm/min (cm)	AASHTO T51	60 min	60+		
Softening Point, °F	AASHTO T53	135 min	147		
Solubility	AASHTO T44	97.5 min	99+		
Polymer Content	CTM 401	3.0 min	3.0+		
Torsional Recovery, %	CTM 332	18 min	35		

The aggregate met ISSA Type II of aggregate gradation (Table III).

Sieve	e Size	%	ISSA Ty	pe II Spec.
Mesh	(mm)	Passing	% P	assing
3/8	9.5	100	100	100
#4	4.75	97	90	100
#8	2.36	68	65	90
#16	1.18	48	45	70
#30	0.6	36	30	50
#50	0.3	27	18	30
#100	0.15	20	10	21
#200	0.075	14.7	5	15

Test	Test Method	Requirement	Result
Sand Equivalent	ASTM D2419	65 Min.	65

15-5





2. Job Mix Formula

A job mix formula that was determined by a series of mix time and cohesion tests is listed in Table V. The evaluation results on the job mix formulation appear in Table VI.

Component	Component % on Dry Aggregate Basis		Spec
Aggregate	100		
Portland Cement (Type I)	0.5	0 to 1.0	0 to 3.0
Retarder	As Needed		
Water	13	±3.0*	
Emulsion	13.5	± 1.0	±1.0
Residual Asphalt	8.64	±0.64	5.5 to 9.5

Table V: Job Mix Formulation

* As needed for field performance

Table VI: Job Mix Formulation Evaluation Results

Test	ISSA Spec	Requirement	Result
Mixing Time at 77°F (Sec)	ISSA TB-113	180 min	180+
Wet Cohesion	ISSA TB-139		and data for an
@ 30 mins (kg-cm)		12 kg-cm .	12 (Normal)
@ 60 mins (kg-cm)		20 kg-cm	20 (Near Spin)
Wet Stripping	ISSA TB-114	90% min	95%+
WTAT, g/ft ² @ 1 hr soak	ISSA TB-100	50 max	20.3 g/ft^3
WTAT, g/ft^2 @ 6-day soak	ISSA TB-100	75 max	39.8 g/ft^3
Excess Asphalt by LWT (g/ft^2)	ISSA TB-109	50 max	18.5 g/ft^3
Compatibility (%)	ISSA TB-115	Pass	Pass
Consistency (cm)	ISSA TB-106	2.0 to 3.0	2.6
Mixing Time at 100°F	ISSA TB-113	120 min	120+
(Sec)			
Quick set emulsion	ISSA TB-102	Pass	Pass (No brown/discoloration)

*Under lab condition: 74°F and 30% humidity

Note: These results were obtained under laboratory conditions and were performed on materials submitted using accepted procedures. No warranty, express or implied, is made. Variations in materials, production equipment, and environmental conditions at the time of application sometimes require adjustments in formulation to maintain optimum performance.

Huada This

Huachun Zhai, Ph.D., P.E. Director of Technology Date: 05/06/2018



TOWN OF GARDNERVILLE

2019 ANNUAL STREET SEALING PROJECT

TOWN PROJECT No.: 2019-01

AP ACTO



ALL DRAWINGS, SPECIFICATIONS AND SPECIAL TECHNICAL REQUIREMENTS ASSOCIATED WITH THE PROJECT AND IMPROVEMENTS PRESENTED HEREIN HAS BEEN ACCOMPLISHED UNDER THE SUPERVISION OF RESPONSIBLE PROFESSIONAL(S) HAVING THE APPROPRIATE REGISTRATION TO SERVE IN THIS CAPACITY BASED ON THE SCOPE OF THIS SPECIFIC PROJECT, AND IN ACCORDANCE WITH THE STATUTORY PROVISIONS OF THE NEVADA REVISED STATUTES (NRS) AND THE NEVADA ADMINISTRATIVE CODE (NAC) INCLUDING: NRS 278, 338, NRS 623; NAC 338, NAC 623 AND NAC 625 CERTIFICATION SIGNIFYING COMPLIANCE WITH STATUTORY AND RELATED ADMINISTRATIVE CODE REQUIREMENTS IS HEREBY PROVIDED BY THE RESPONSIBLE PROFESSIONAL(S) IN THE FORM OF A STAMP OR SEAL PLACED ON THE PROJECT DOCUMENTS.	
	SCALE: NTS DESIGN: GAL DRAMN: GAL CHECKED: APPROVED: DATE: 5/15/2019
	Town Town Bardnerville F775/82/134 E4.189 NeVada ww.gardnerville.rv.gov
SHEET INDEX SHT. NO. DRAWING TITLE G=01 COVER SHEET G=02 GENERAL NOTES, SPECIFICATIONS, AND LEGEND C=01 CORE PROJECT C=02 ALT-A Areg	COVER SHEET Annual Street Sealing Proj cardnerville, NV
APPROVALS:	SHEET NO.
ERIK NILSSEN, P.E. DATE	G-01

GENERAL NOTES

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE, OSHA REQUIREMENTS FOR EXCAVATION, THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" LATEST EDITION, DOUGLAS COUNTY STANDARDS, TOWN OF GARDNERVILLE STANDARDS. VIOLATIONS SHALL RESULT IN THE STOPPAGE OF ALL WORK UNTIL THE VIOLATION IS CORRECTED.
- 2. A PRE-CONSTRUCTION MEETING WILL BE HELD WITH THE CONTRACTOR, TOWN STAFF, AND IMPACTED AGENCIES TO INCLUDE A MAP, TRAFFIC CONTROL PLANS, AND SCHEDULE OF WORK TO BE PERFORMED
- 3. NO WORK SHALL BE STARTED WITHOUT FIRST NOTIFYING THE TOWN MANAGER, SUPERINTENDENT, AND ADJACENT PROPERTY OWNERS 72 HOURS PRIOR TO COMMENCING OF WORK WITH DOOR HANGERS INCLUDING A MAP AND SCHEDULE APPROVED BY THE TOWN.
- 4. WORK IS TO BE PERFORMED 7:00 AM TO 4:30 PM MONDAY THROUGH FRIDAY. NO ROAD CLOSURES PERMITTED ON WEDNESDAY UNTIL AFTER 9AM TO PERMIT TRASH COLLECTION.
- 5. TRAFFIC CONTROL PLANS SHALL BE SUBMITTED TO THE TOWN FOR APPROVAL AND SHALL BE DONE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) LATEST EDITION
- 6. EACH DRIVEWAY WILL HAVE AT LEAST ONE CONE PER 10 FEET OF ACCESS WHILE THE SLURRY SEAL IS WET TO PROVIDE A VISUAL INDICATOR FOR RESIDENTS AND BUSINESSES
- 7. ROAD CLOSURES WILL BE STRUCTURED TO MINIMIZE WALKING TO RESIDENTS HOMES AND MINIMIZE TIME OF CLOSURE. DETOURS WILL BE MADE AVAILABLE IF POSSIBLE.
- 8. ROAD CLOSURES WILL BE SUFFICIENTLY CLOSED TO PREVENT VEHICLE ENTRANCE AS THE CONTRACTOR IS RESPONSIBLE FOR VEHICLE DAMAGE.
- 9. WET SEALANT AREAS THAT ARE DAMAGED WILL BE REAPPLIED BASED ON FIELD EVALUATION BY THE TOWN
- 10. EMERGENCY VEHICLES WILL BE GIVEN ACCESS IF THE NEED ARISES.
- 11. ROAD AND ROAD CRACKS WILL BE CLEARED OF DIRT, DEBRIS, AND WEEDS BEFORE APPLICATION OF MATERIALS
- 12. $\frac{1}{4}$ AGGREGATE FOR THE TYPE 2 SLURRY SEAL WILL BE APPLIED AT A RATE OF 14 TO 16 POUNDS PER SQUARE YARD
- 13. PROTECTIVE MEASURES WILL BE UTILIZED TO PROTECT SEWER MANHOLES, STORM DRAIN MANHOLES, WATER VALVES, GAS VALVES, ELECTRIC VAULTS, COMMUNICATIONS VAULTS, AND SURVEY MONUMENT LIDS FROM SLURRY APPLICATION. PROTECTIVE MEASURES WILL BE REMOVED UPON COMPLETION OF THE PROJECT.
- 14. CONCRETE SWALES AND CONCRETE SIDEWALKS WILL NOT BE COVERED BY SLURRY APPLICATION
- 15-8 15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE ENGINEER OF ANY DISCREPANCIES IN THE IMPROVEMENT PLANS.

GENERAL SITE NOTES

- 1. ALL MATERIALS FURNISHED AND WORK PERFORMED SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION", TOWN OF GARDNERVILLE STANDARDS, DOUGLAS COUNTY STANDARDS AND ANY OTHER REQUIREMENTS AND STANDARDS OF LOCAL AGENCIES, UTILITY COMPANIES, INTERNATIONAL BUILDING CODES, ORDINANCES AND OTHER CODES OR REGULATIONS THAT MAY APPLY.
- 2. ALL STREETS SHALL BE MAINTAINED FREE OF DUST AND MUD CAUSED BY GRADING OPERATIONS. ALL OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE STORMWATER DISCHARGE PERMIT FROM THE DIVISION OF ENVIRONMENTAL PROTECTION.
- 3. ALL DAMAGED CURB, GUTTER AND SIDEWALK IS TO BE REPLACED TO CODE AT CONTRACTORS EXPENSE. CONTACT GARDNERVILLE SUPERINTENTENT PUBLIC WORKS, GEOFFREY LACOST, 782-7134, FOR FIELD REVIEW.
- THE CONTRACTOR SHALL MAINTAIN A CLEAN PROJECT SITE, REMOVING CONSTRUCTION DEBRIS AT THE END OF EACH ACTIVITY DAY. THE CONTRACTOR SHALL MAINTAIN DEBRIS FREE CONSTRUCTION ROUTES. ADJACENT STREET AND STORMDRAIN SYSTEMS. A DEPOSIT MAY BE CHARGED TO THE PROJECT BY THE TOWN FOR EACH INSTANCE THE TOWNS INFRASTRUCTURE IS NOT MAINTAINED. IN THE EVENT THAT THE CONTRACTOR DOES NOT COMPLY WITH THE REQUIREMENT. THE TOWN MAY REMOVE THE DEBRIS OR REPAIR THE INFRASTRUCTURE AND CHARGE THE PROJECT FOR THE COST.
- 5. NO BUILDING OR CONSTRUCTION MATERIALS OR STORAGE OF ANY KIND IS ALLOWED IN THE TOWN'S RIGHT OF WAY WITHOUT PRIOR APPROVAL.
- 6 ALL AC PAVEMENTS SHALL COMPLY WITH THE STANDARDS SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION FOR SURFACE TOLERANCES, SECTION 320.06.01. ADDITIONALLY, THE PREPARED SURFACE PRIOR TO SEAL COAT SHALL BE SMOOTH AND UNIFORM AND FREE FROM ALL ROCK POCKETS AND LOOSE AGGREGATE.
- 7. ALL WORK AREAS SHALL BE CLEAN PRIOR TO FINAL INSPECTION AND QUANTITY VERIFICATION.

LEGEND IN(").....INCHES FT(').....FEET

- AC..... ASPHALT CONCRETE
- LF....LINEAR FEET
- S.....SURVEY MARKER
- SS..... MANHOLE
- TYP..... TYPICALY
- WV..... Water Valve
 - CORE AREA FOR PAVEMENT SEALING ALT-A AREA FOR PAVEMENT SEALING
- P:775.782.7134 F:775.782.7135 Nevada Town Proj SPECIFICATIONS Sealing N Street **SARDNERVILLE**, AND NOTES Annual GENERAL 2019 SHEET NO. G - 02



	AL	ID DRE T-A T-B	
ST 19	Core Project: Streets CHURCH WILLOW WILDROSE SPRUCE 1 SPRUCE 2 DOUGLAS 3 DOUGLAS 3 DOUGLAS 4 DOUGLAS 2 DOUGLAS 1 HUSSMAN 2 CENTERTOWN COTTONWOOD HUSSMAN 1 MEADOWCT Total:	Area (SqFt) 25,863 8,843 21,090 20,535 11,156 52,560 42,772 29,415 38,252 58,261 15,075 26,609 56,170 6,031 412,631 sf	Town Town Gednerville, NV BAH10 Gednerville, NV 88410 Berrar, SCALE: AS SHOWN BESICAL: AS SHOWN BESICAL: AS SHOWN DESICAL: AS SHOWN DESICA
AR 12	Alternate A: Streets NHAMPTON WILSON EASTON Total:	Area (SqFt) 58,756 36,815 4,218 99,789 sf	CORE PROJECT Proves TILLA Proves TILLA Proves TILLA Projection CORE PROJECT Projection CORE PROJECT Projection CORE PROJECT Proves TILLA CORE PROJECT Proves TILLA CORE PROJECT Proves TILLA CORE PROJECT Proves TILLA CORE PROJECT CORE PROJECT Proves TILLA CORE PROJECT Proves TILLA CORE PROJECT Proves TILLA CORE PROJECT CORE PROJECT Proves TILLA CORE PROJECT CORE PROJECT CORE PROJECT Proves TILLA CORE PROJECT CORE PRO



	ALT-A ALT-B				
Core Project:					
	Area		N		19
Streets	(SqFt)		AS SHOWN	E CAL	5/15/2019
CHURCH	25,863		SCALE: AS	DRAWN: GAL CHECKED: APPROVED:	DATE:
WILLOW	8,843				
WILDROSE	21,090				
SPRUCE 1	20,535				
SPRUCE 2	11,156		N 566	N 89410	
DOUGLAS 3	52,560		Highway	Gardnerville, NV 89410 P:775.782.7134 F:775.782.7135 Www.gardnerville-inv.gov	
DOUGLAS 4	42,772		140	80 €2 10 €2 10 10 €2 10 10 10 10 10 10 10 10 10 10 10 10 10	
DOUGLAS 2	29,415			villevad	
DOUGLAS 1	38,252			Net	
HUSSMAN 2	58,261		\langle	the state	
CENTERTOWN	15,075			U	
COTTONWOOD	26,609			.5	
HUSSMAN 1	56,170			Proj	
MEADOWCT	6,031			ling	
Total:	412,631	sf	Area	d Sealing	
Alternate A:			ALT-A Area	ual Road Se	
	Area		AL	Annual Nor	
Streets	(SqFt)	1			
NHAMPTON	58,756		COLLE O	2019	2
WILSON	36,815		8 1	<u>в</u>	(Locato
EASTON	4,218			EET NO.	
Total:	99,789	sf	Ľ-	-02	

Gardnerville Town Board AGENDA ACTION SHEET



- 1. <u>For Possible Action</u>: Discussion regarding possible elimination of convenience fees associated with the payment of the Town's Health & Sanitation bills by credit card; with public comment prior to Board action.
- 2. Recommended Motion: Based on board discussion. Funds Available: □ Yes □ N/A
- 3. Department: Administration
- 4. Prepared by: Jennifer Yturbide
- 5. Meeting Date: June 4, 2019
- 6. Agenda: Consent Z Administrative

Background Information: To be presented at meeting.

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

Gardnerville Town Board AGENDA ACTION SHEET



- 1. Not For Possible Action: Discussion on the Town Attorney's Monthly Report of activities for May 2019.
- 2. Recommended Motion: N/A Funds Available: Ves **⊠**N/A
- 3. Department: Administration
- 4. Prepared by: **Carol Louthan**
- 5. Meeting Date: June 4, 2019
- 6. Agenda: Consent **☑** Administrative

Background Information: To be presented at meeting.

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

Gardnerville Town Board

AGENDA ACTION SHEET



- 1. <u>Not For Possible Action:</u> Discussion on the Acting Town Manager/Superintendent Monthly Report of activities for May 2019.
- 2. Recommended Motion: No action required. Funds Available: □ Yes □ N/A
- 3. Department: Administration
- 4. Prepared by: Erik, Nilssen, P.E., Carol Louthan & Geoff LaCost
- 5. Meeting Date: June 4, 2019
- 6. Agenda: Consent Z Administrative

Background Information: Because Erik has only been here two weeks, Geoff, Carol & Erik prepared the report. See attached.

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



Town Manager/Superintendent Monthly Report

Public Works & Parks – 5/2019

- **1.** Hanging flower basket plants along 395
 - a. Picked up from Douglas High School and China Springs Nurseries.
 - b. Installed along US 395 and on side streets May 31.
- 2. Seasonal Town Maintenance Assistant positions interviewed.
 - a. Interviews were carried out and 2 candidates were selected for hire.
 - b. First day is scheduled for June 24th.
- 3. The delay means our PW staff will have to cover watering flowers for the first few weeks
- 4. Catching up around town with spraying and manual pulling of weeds as time allows.
- 5. Town Maintenance Facility landscaping is moving forward as staff has time.
- 6. Painting of regulatory signage has started including stop bars and cross walks.
- 7. Hit street light on Hatband Court. Working with the contractor to resolve.

Health and Sanitation (H&S) - 5/2019

- 1. Town Sanitation Specialist open positions.
 - 1. Interviews were carried out and 2 candidates were selected for hire.
 - 2. First days are scheduled for June 10th and June 24th.

Office, Engineering, and Contracted Work – 5/2019

- A. 2 Bocce Ball Courts were installed at Heritage Park on the small side
 - a. A big thank you to Boy Scout Nathan Caires in building this for the community.
- B. Town tour with the new Town Manager, Erik Nilssen.
- C. Major Design Review for the board packet "Maverik".
- D. Special Use Permit/ Variance/Design for the board packet "Parking lot near JT's"
- E. Scheduled Pre-app meeting with County to discuss Carrick Dog Park requirements.
- F. Leak formed in/under the town office.
 - a. Called plumbers and American Leak Detector to resolve the issue.
 - b. Leak was reported to the insurance company. They will be sending out a plumber.
- G. Carrick Fence project plans completed and Request for Proposal out to bid.

- H. Slurry Seal project plans completed and Request for Proposal out to bid.
- I. Request for multiple bids for vehicle gate near Carrick Detention Pond access.
- J. Dube` Group is finishing up the plans for the barns. Should be finished before the end of the fiscal year so the Purchase Order does not have to roll over again.
- K. Talked with Simerson on the electric vehicle charging station. Requested a project number and getting a contract together. Contract will start July 1 and be substantially complete by the end of October.
- L. Issues in Carson Valley Estates area were Indexed and reported to Code Enforcement
- M. Crosswalks project Lumos
 - a. NDOT is continuing to work on acquiring the Right of Way.
 - b. Scheduled for Completion Summer 2020 when the kids are out of school.
- N. Kings Lane Sidewalk Lumos
 - a. Scheduled for Completion Winter 2020 when the irrigation is not flowing.
- O. Entered into professional services contract with RO Anderson Engineering Inc for the design of the Maple Street Storm Drain Project.
- P. Budget Transfers and Budget Augment prepared for town board and county commission.

Gardnerville Town Board



- 1. <u>Not For Possible Action</u>: Discussion on the Board members activities and liaison committee reports including but not limited to; Carson Valley Arts Council, Nevada League of Cities, and Main Street Gardnerville.
- 2. Recommended Motion: N/A

Funds Available: 🗌 Yes 🛛 🖾 N/A

- 3. Department: Administration
- 4. Prepared by: Carol Louthan
- 5. Meeting Date: June 4, 2019
- 6. Agenda: Consent Z Administrative

Background Information: To be presented at meeting.

7. Other Agency Review of Action: Douglas County

MN/A

- 8. Board Action:
- Approved
 Denied
- Approved with ModificationsContinued

Louthan, Carol

From: Sent: To: Subject: Nevada League of Cities & Municipalities <jwalker@nvleague.org> Tuesday, May 28, 2019 2:14 PM Louthan, Carol Legislative Update - May 28, 2019

CAUTION: This email is from an external source. Use caution when clicking links or opening attachments.







Legislative Update 05.28.19

League Bills

AB18

The League's bill to allow cities to construct, install and maintain ADA compliant ramps was signed by the Governor on May 23rd. This bill became effective when signed.

SB10

The League's bill to increase the amount of compensation a member of a Board of Trustees of a General Improvement District, SB 10, was amended and passed out of the Assembly on May 24th. The amendment removes the increases in the amount of compensation that a member of a Board of Trustees of a General Improvement District. The bill now excludes any contributions made to the Public Employees Retirement System on behalf of a member of a board of trustees from the cap on compensation. The bill has been returned to the Senate for their concurrence on the amendment adopted by the Assembly.

Updates on Other Legislation

AB50

The Secretary of State sponsored AB50 which will require all municipalities to hold their elections on the state election cycle. The bill was amended to allow Boulder City to continue to transition to the State cycle under an ordinance adopted by the city in 2018. The bill was also amended to provide that judicial candidates for municipal courts in all cities would file declarations of candidacy in even-numbered years at the same time as candidates for other judicial offices. The bill was further amended so that the terms of affected elected officials would be the same for general law and charter cities. The bill passed out of the Senate May 24th. The bill has been returned to the Assembly for concurrence on the amendments.

AB86

This bill was sponsored by the Purchasing Division of the Department of Administration would make various positive changes to the statute governing purchasing by local governments. The bill is a result of a series of collaborative meetings over the interim by state and local government purchasing officials. This bill has passed both houses of the Legislature and has been signed by the Governor. The bill becomes effective on July 1st.

AB104

This bill was submitted by Assemblywoman Swank. This measure makes an appropriation of \$385,000 to continue the Nevada Main Street Program. The bill was passed out of Assembly Ways and Means on May 25th. The League supports this measure.

AB136

AB136 was sponsored by Speaker Frierson and the rest of the Assembly Democratic Caucus. The measure reduces the trigger for the payment of prevailing wages on a public works project from the current trigger of \$250,000 to the pre-2015 level of \$100,000 (set in 1985). The bill has been passed by both houses of the Legislature and been sent to the Governor's office for signature.

AB230

This legislation was sponsored by Assemblywomen Swank and Bilbray-Axelrod and Assemblymen Carillo and Leavitt. The bill will allow an incorporated city to designate historic neighborhoods. The bill requires a public hearing be held prior to the designation. An ordinance adopted to create the historic neighborhood must contain a provision creating a designated review board with the power to review proposed alterations to buildings and structures within the historic neighborhood. This bill has been passed by both houses of the Legislature and been sent to the Governor's office for signature.

AB282

This bill was introduced by Assemblywoman Spiegel. The bill, as amended, would require the City of Henderson to place a question on the 2020 general election ballot that, if passed, would require the city to enact ward-only voting for the city council. As introduced the bill would have required all cities to adopt ward-only voting. The bill was passed out of the Senate on May 24^{th} . The bill has been returned to the Assembly for concurrence on the amendment.

AB533

This bill was introduced on behalf of the Governor and is the comprehensive marijuana bill we have been anticipating. The bill creates Cannabis Compliance Board and Cannabis the Advisory Commission. The bill also transfers oversight of the cannabis industry to the Board from the Department of Taxation. The bill was amended to include representatives from local governments on a subcommittee of the Cannabis Advisory Commission. The League and NACO will each nominate a person to serve on the subcommittee. The amendment also removed provisions regarding the establishment of marijuana consumption lounges and prohibits a local government from adopting ordinances allowing for consumption lounges. The bill passed out of Assembly Judiciary on May 24th.

SB243

This measure was sponsored by Senator Hardy. The bill, as amended, would change the way prevailing wage is established. Currently the Labor Commissioner sets a prevailing wage for each county annually. This bill would require the Labor Commissioner to establish a prevailing wage for four regions (Clark County Region, Washoe County Region, Northern Rural Region and Southern Rural Region) every two years. The League testified in support of the bill. The amended bill

passed out of the Assembly on May24th and has been returned to the Senate for consideration of the amendments.

SB245

This measure would increase the limits on the amount of damages that may be awarded in tort actions against a governmental entity or its officers and employees. The current limit is \$100K. As amended, SB245 would increase the limit to \$150K effective July 1, 2020 and to \$200K on July 1, 2022. The bill was sponsored by Senator Ohrenschall and others. The bill was heard in Senate Finance on May 27th. This bill is expected to move forward.

Session Notes

As of Tuesday, May 28th, there are 6 days left in the 80th session of the Nevada Legislature. The next deadline is sine die which can occur no later than 12 midnight on June 3rd. As of May 28th, 148 bills have been passed by the Legislature and signed by Governor Sisolak. There were over 1,100 measures submitted for consideration by the Legislature this session. Bills of interest that failed to meet the May 24th deadline are detailed below.

SB25

This bill would ensure that the payment of costs of personnel and training associated with maintaining, updating and operating the equipment, hardware and software for body and vehicle cameras are an authorized use of revenue derived from the surcharge levied on telephones to enhance the telephone system for reporting and emergency. The bill further authorized the use of revenue to pay the costs for personnel and training associated with the maintenance, retention and redaction of audio and video recordings. It was thought that these were authorized uses of this revenue based on comments made during the 2017 legislative session by then Senate Majority Leader Aaron Ford during the processing of the bill that authorized revenue from this fund to be used to purchase body and vehicle cameras and associated software. This bill failed to survive the May 24th deadline and is dead.

SB398

This measure was sponsored by Senator Ratti. The bill would have added "The development or redevelopment of affordable housing in the city or any action taken by the city to ensure the availability or affordability of housing in the city" as a matter of local concern in NRS 268.003. This would have given the governing body of an incorporated city added authority to deal with affordable housing issues. The bill was heard in the Assembly Government Affairs Committee and passed out of committee on May 17th. The bill was placed on the Chief Clerk's desk where it died due to a lack of action.

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Gardnerville Town Board AGENDA ACTION SHEET



- 1. <u>For Possible Action</u>: Discussion to change the date of the July board meeting from the 2nd to the 9th; with public comment prior to Board action.
- 2. Recommended Motion: Based on board discussion. Funds Available: □ Yes □ N/A
- 3. Department: Administration
- 4. Prepared by: Erik Nilssen, P.E., Town Manager
- 5. Meeting Date: June 4, 2019
- 6. Agenda: Consent Z Administrative

Background Information: July 2nd is the date for the Town of Gardnerville's regularly scheduled board meeting. Due to the July 4th holiday being on a Thursday the Douglas County Board of County Commissioners has moved their regularly scheduled board meeting to Tuesday, July 2nd conflicting with the Town's meeting. Due to the conflicting meeting dates, and the holiday week, staff wishes to seek Board direction on changing the date of the July Town Board Meeting. There is no statute against having both the Town and County Board Meeting on the same date; however members of the public may wish to attend both meetings.

- 7. Other Agency Review of Action: Douglas County V/A
- 8. Board Action:
- **Approved**
- **Continued**
- Denied