GARDNERVILLE REGULAR MEETING Meeting Agenda



Linda Slater, Chairman Lloyd Higuera, Vice Chairman Mary Wenner, Board Member Mike Henningsen, Board Member Ken Miller, Board Member 1407 Highway 395 N. Gardnerville, Nevada 89410 www.townofgardnerville,com

Tuesday, November 5, 2019

4:30 PM

Gardnerville Town Hall

MISSION STATEMENT

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

Copies of the finalized agenda were posted on	on or before the third o	day prior to the
meeting date, by Marie Nicholson, Office Specialist, Signed:	21 21 22 22 22 23 24 24 27 27 27 27 27 27 27 27 27 27 27 27 27	and Carol
Louthan, Administrative Services Manager, Signed:		in accordance with
NRS Chapter 241 at following locations;		
Carson Valley Chamber of Commerce, 1477 Hwy 395 N Gardner	ville NV 89410 at	
Douglas County Historic Courthouse, 1616 8th Street, Minden N'	V 89423, at	
Gardnerville Post Office, 1267 US Hwy 395 #L, Gardnerville NV 8	9410 at :	
Gardnerville Town Offices, 1407 Hwy 395 N, Gardnerville NV 894		and on the
Internet at https://www.townofgardnerville.com/-		

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

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

Notice: Items on the agenda may be taken out of order; the Gardnerville Town Board may combine two or more agenda items for consideration; and the Gardnerville Town Board may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. All items shall include discussion and possible action to approve, modify, deny, or continue.

Notice: "Any invocation offered before the official start of the Board meeting shall be a voluntary offering of a private citizen. Attendance and participation in any invocation is not required. The views expressed are not necessarily views of the Board, have not been previously reviewed or approved, and shall not impact the business of the Board."

INVOCATION - Norm Milz - Shepherd of the Sierra Lutheran Church

Call to Order and Determination of a Quorum

PLEDGE OF ALLEGIANCE - Ken Miller

PUBLIC INTEREST COMMENTS (No Action)

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

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

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

FOR POSSIBLE ACTION: APPROVAL OF PREVIOUS MINUTES:

A. September 16, 2019 Special Meeting

Draft September 2019 Special Meeting Minutes

B. October 1, 2019 Regular Board Meeting

Draft October 2019 Regular Board Meeting Minutes

CONSENT CALENDAR FOR POSSIBLE ACTION

Items appearing on the Consent Calendar are items that may be adopted with one motion **after public comment**. Town Board Members or any member of the general public wishing to discuss any Consent item or items may request to have the item or items moved to the Administrative Agenda for further discussion. When items are moved for discussion, they will be placed at the beginning of the Administrative Agenda.

- 1. <u>For Possible Action:</u> Acknowledge receipt of and file correspondence. (Carol Louthan)

 Correspondence 11-5-19
- 2. <u>For Possible Action:</u> Approve, approve with modifications, or deny October 2019 claims. (Carol Louthan)

Oct 2019 Claims.

3. <u>For Possible Action</u>: Approve, approve with modifications, or deny the Health and Sanitation Department Monthly Report of activities. (Marie Nicholson)

October Health and Sanitation Report

4. For Possible Action: Recommend approval, recommend approval with modifications, or recommend denial to the Douglas County Board of County Commissioners of a Douglas County Outdoor Festival Entertainment Event Application by Carson Valley Chamber of Commerce for the 24th Annual Parade of Lights, December 7, 2019 starting at Heritage Park and ending in Minden Park, and a waiver of associated street closure fees by Town of Gardnerville. This event includes closures of the following Town maintained streets from 3:00 p.m. to 8:00 p.m.: Gilman Avenue, South Ezell Street and Eddy Street. (Erik Nilssen)

PARADEOFLIGHTS19 Outdoor Festival Application Certificate of Liability Insurance Town of Gardnerville

ADMINISTRATIVE AGENDA

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

For Possible Action: Discussion to support or oppose Main Street Gardnerville's effort to install
gateway arches on the north and south end of the Main Street District with exact locations and
style to be determined; with public comment prior to board action. (Matt Bruback - Main Street
Gardnerville Executive Director)

MSG Example Arch

- 6. <u>For Possible Action:</u> Approve, approve with modifications, or deny a request by the Lions Club to sell holiday candy from a temporary trailer at the Gardnerville Station from November 28th through December 20th; with public comment prior to board action. (Erik Nilssen)
- 7. <u>For Possible Action:</u> Discussion to recommend approval, approval with modifications, or denial of a major design review for the proposed Great Life Church located at 1361 Centerville Lane, APN 1220-04-101-031; with public comment prior to board action. (Kate Cunningham, R.O. Anderson Engineering Inc. & Nathan Tolbert, Great Life Church)

Staff Report

Written Description of Current and Future Context

Board Photos Showing Adjacent Sites

Landscape Plans

Elevations Color and Materials & Floor Plan

Civil Site Plans

Great Life Church Applicant Power Point

8. Not For Possible Action: Presentation on recent repair costs to Town Refuse Collection Truck 615. (Erik Nilssen)

Attachment One Total Costs to Repair Sanitation Trucks

Attachment Two Tec Invoice



Attachment Three Tec Invoice

Attachment Four Tech Invoice

9. <u>For Possible Action:</u> Discussion to approve, approve with modifications, or deny Town Policy 4.2, Fund Reserves, which seeks to establish minimum reserve amounts in various Town Funds to protect against unexpected temporary revenue shortfalls or unpredicted one-time expenses; with public comment prior to board action. (Erik Nilssen)

Proposed Policy 4.2 Fund Reserves

10. <u>For Possible Action:</u> Discussion to approve, approve with modifications, or deny Town Policy 24.23 Special Events, Street Closures, and Parks Reservations; with public comment prior to board action. (Erik Nilssen)

Existing Town Park Use and Reservation Policy and Street Closure Special Events

Proposed Policy 24.23 Special Events, Street Closure and Parks Reservation Policy Red Lined

Proposed Policy 24.23 Special Events, Street Closure and Parks Reservation Policy Clean Version

Draft Park Use Street Closure Application

11. For Possible Action: Discussion to approve, approve with modifications, or deny:

A) The Martin Slough Realignment Change in Scope of Services No.2 Task 4 with RO Anderson Engineering Inc which will increase the design contract by \$4,200 and over the \$10,000 Town Manager signatory approval limit and;

B) And authorize the Town Manager to pay any associated fees to the Federal Emergency Management Agency (FEMA) required for the submittal of a Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR) with public comment prior to board action. (Erik Nilssen)

Memo to Town Board from Town Manager

90% Plan Cost Estimate

Proposed Future Construction with Storm Drain and Bike Path

12. <u>For Possible Action</u>: Accept, accept with modifications, or deny an offer of dedication of two parcels APN: 1320-33-212-019 and 1320-33-230-004 in the Heybourne Meadows subdivision to provide pedestrian access within the subdivision and maintain the properties in perpetuity; with public comment prior to board action. (Erik Nilssen)

Pictures

Heybourne Ped Parcels - Map Exhibits

Heybourne Ped Parcels - Grant Bargain Sale and Deed

Heybourne Ped Parcels - Title Report

13. Not For Possible Action: Discussion on the Town Attorney's Monthly Report of activities for October 2019. (Jennifer Yturbide)

Town Counsel Report October Activities Memorandum

14. <u>Not for Possible Action</u>: Discussion on the Town Manager's Monthly Report of activities for October 2019. (Erik Nilssen)

October 2019 Town Manager Monthly Report

Trip Hazard remediation 2019 - Chichester.pdf

15. Not For Possible Action: 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.

Nevada League of Cities Report

2nd PUBLIC INTEREST COMMENTS period (No action will be taken)

Adjourn

Upcoming Meetings and Events -

December 1, 2019 - Regular meeting

December 5, 2019 - Christmas Kickoff - Heritage Park

December 7, 2019 - Parade of Lights



GARDNERVILLE TOWN BOARD

Special Meeting Minutes

Linda Slater, Chair Lloyd Higuera, Vice Chair Ken Miller, Board Member Mary Wenner, Board Member Mike Henningsen, Board Member

1407 Highway 395 N. Gardnerville, Nevada 89410 (p)775-782-7134 (f): 775-782-7135 https://www.townofgardnerville.com

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

Monday, September 16, 2019

8:00 a.m.

Gardnerville Town Hall

BOARD MEMBERS PRESENT: Linda Slater, Chairman Lloyd Higuera, Vice-Chairman Mike Henningsen **Mary Wenner** Ken Miller

STAFF PRESENT: Erik Nilssen, P.E., Town Manager Marie Nicholson, Office Specialist



8:00 A.M. Chairman Slater called the meeting to order and made the determination a quorum is present.



PLEDGE OF ALLEGIANCE – Lloyd Higuera, Vice-Chairman



PUBLIC INTEREST COMMENTS (No Action)

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No public comment.



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

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

Motion Higuera/Miller approve the agenda.

No public comment

Upon call for the vote, motion carried.



ADMINISTRATIVE AGENDA

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

1. For Possible Action: Discussion to approve, approve with modifications or deny a town special event application for Austin's House Poker Run Fundraiser scheduled for September 21, 2019 at Heritage Park from 9:00 a.m. to 5:00 p.m., considered to be a Class I Use (without requirement for payment of a fee) pursuant to the Town's Park Use and Reservation Policy Rules and Regulations (Rev. 1/2013); with public comment prior to Board action.

At 8:01 a.m. Danny Villalobos of Austin's House joined the meeting. He apologized for being late on the application-he assumed he needed to have it in 10 days prior to the event but didn't realize it had to be sooner for the board for open law meetings. He said it benefits the children of Austin's House: we give over 100% to it, every penny we get. Because we pay for everything - the ride pins, the food, everything. Most of the stuff is donated. We don't reimburse ourselves for the gas we use, chair rentals, whatever. This is the 13th annual.



GARDNERVILLE TOWN BOARD MEETING AGENDA - CONT'D

- Mr. Miller asked if they would be serving alcoholic beverages.
- Mr. Villalobos said yes.
- Mr. Miller asked if the insurance policy has an endorsement for alcoholic beverages.
- Mr. Villalobos said he believes it does.
- Mr. Miller said we have to see that.
- Mr. Nilssen said just a reminder on the alcoholic beverages on the town policy it does not allow for glass or metal.
- Mr. Villalobos thanked him for pointing that out. His dad was a bartender for many years and he will be pouring the beer to be sure that no one under age is served. Mostly older folks come to the event and it's usually kegs and they use the red plastic solo cups. Rite of Passage students help with set up, serving, and break down. They are the only minors around and they watch them really closely as do their staff.
- Mr. Miller asked Erik if we have a copy of the endorsement.
- Mr. Nilssen said the insurance certificate of liabilities is included in the board packet where the town is named as the additional insured, but he doesn't know specifically as to the question on alcohol.
- Mr. Miller said that most non-profits don't carry liquor liability but they can get a special endorsement for one time for about \$60 from their agent. We have to have that notification on there to relieve us of the liability.
- Mr Villalobos said he's pretty sure it's in there. This is separate from the non-profit organization. But his insurance is well aware that there is alcohol served at this event.
- Mr. Nilssen said that he'll call up and make sure liquor liability is covered.

Motion Miller/Higuera to approve this motion with the stipulation that there is an endorsement for liquor liability on the Austin's House insurance policy.

No public comment.

Upon call for a vote, motion carried.



For Possible Action: Discussion to approve, approve with modifications, or deny a town special event application for Main Street Gardnerville's Fall Fest scheduled for October 5, 2019 at Heritage Park from 6:00 a.m. to 6:00 p.m. considered to be a Class I Use (without requirement for payment of a fee) pursuant to the Town's Park Use and Reservation Policy Rules and Regulations (Rev. 1/2013); with public comment prior to Board action.

Matt Bruback, Main Street Gardnerville, said: that moving forward we'll have these types of events brought to the board's attention months in advance. He appreciates everything the town board does for them.

Chairman Slater noticed that the application doesn't have approval by town staff and date on the Waiver of Liablity.

Mr. Bruback said all paperwork he knew of was taken care of before he came on. He can take a look at it and if there's something he has to do he'll do it.

Chairman Slater said he'd need to coordinate with Mr. Nilssen to make sure it gets signed. It looks like it was prepared by Debbi.

No public comment.



GARDNERVILLE TOWN BOARD MEETING AGENDA - CONT'D

Motion Higuera/Wenner to approve this motion with the stipulation that the Waiver of Liability will be signed by staff.

Upon call for a vote, motion carried.



Mr. Nilssen requested some direction from the board. A lot of this is what board and the town manager has comfort with. Tom Dallaire worked with you for a number of years so maybe he had comfort and knowledge that Mr. Nilssen doesn't have. When he reads the town Street Closure and Special Event's Policy Rules and Regulations, it specifically states that the Town of Gardnerville requires regulation and control of all persons desiring to promote, encourage or sponsor special events which may include closure of certain events or alleyways within the town — "no person or entity shall conduct a special event within the town without first applying to the town office for a permit issued by the board". All I find references that the board approves it, I don't find any reference in here that the town manager approves. Previously I was told that Tom was told by a board member that they didn't need to see these, he could just take care of them. Mr. Nilssen needs to know what the board wants to see, what they don't want to see, and if he needs to revise the policy to be clear.

Chairman Slater said they will revise it to make it clear. She personally thinks that things of this nature Mr. Nilssen can handle rather than bringing it to the board.

Vice-Chairman Higuera said maybe Mr. Nilssen could agendize so the board could discuss it.

Mr. Nilssen said that in his opinion anything with live music or alcohol in a park should be brought forward. And maybe we set a certain count of people - maybe 200-250. But if it's just a neighborhood or a street closure he doesn't think it needs to come to board.

Mr. Miller said that 3-4 years ago we rewrote part of that policy so the town manager could approve street closure. But special events with live music and alcohol have to come before the board. This is for the convenience of the town manager and the applicant. If Carol was here she could probably almost recall it from the meetings.

Chairman Slater said we're finding that some of these policies need to be brought to Mr. Nilssen's attention.

Mr. Nilssen may schedule this for November, to take a closer look at that.

Mr. Miller said we won't want to duplicate what we've already done. Maybe Carol has knowledge of this somewhere.

No further public comment.

Meeting adjourned at 8:12 a.m.	
Linda Slater, Chairman	Erik Nilssen, P.E., Town Manager



GARDNERVILLE TOWN BOARD

Meeting Minutes

Linda Slater, Chairman Lloyd Higuera, Vice Chairman Mary Wenner, Board Member Ken Miller, Board Member Mike Henningsen, Board Member 1407 Highway 395 N.
Gardnerville, Nevada 89410
(p)775-782-7134 (f): 775-782-7135
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Contact: Carol Louthan, Administrative Services Manager for any questions or additional information. You may also view the board packet online at the town's website.

Tuesday, October 1, 2019

4:30 p.m.

Gardnerville Town Hall

INVOCATION - None given.



4:30 P.M. Chairman Slater called the meeting to order and made the determination a quorum is present.

BOARD MEMBERS PRESENT:

Linda Slater, Chairman Lloyd Higuera, Vice-Chairman Mary Wenner Mike Henningsen Ken Miller STAFF PRESENT
Jennifer Yturbide, Town Counsel
Erik Nilssen, P.E., Town Manager
Geoff LaCost, Public Works Superintendent
Carol Louthan, Administrative Services Mgr

PLEDGE OF ALLEGIANCE - Mary Wenner led the pledge of allegiance.



PUBLIC INTEREST COMMENTS (No Action)

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Mr. Jerry Turner gave public comment on items not on the agenda. (A copy of the recording is available upon request)

No further public comment.

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

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

Motion Henningsen/Higuera to approve the agenda.

No public comment.

Upon call for the vote, motion carried unanimously.

FOR POSSIBLE ACTION: APPROVAL OF PREVIOUS MINUTES:

A. September 3, 2019 Regular Board meeting

Motion Higuera/Wenner to approve the previous minutes.

No public comment.

Upon call for the vote, motion carried unanimously.

CONSENT CALENDAR FOR POSSIBLE ACTION

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Motion Higuera/Miller to approve items 1-6 on the consent calendar.

No public comment.

Motion carried unanimously.

- For Possible Action: Acknowledge receipt of and file correspondence. Acknowledged and filed.
- For Possible Action: Approve, approve with modifications, or deny the Health and Sanitation & Public Works Departments Monthly Report of activities.
 Approved.
- 3. <u>For Possible Action</u>: Approve, approve with modifications, or deny September 2019 claims. Approved.
- 4. <u>For Possible Action</u>: Approve, approve with modification or deny the purchase of a truck load of 95-gallon refuse totes from Otto Environmental Systems at a cost not to exceed \$24,999. Approved.
- 5. <u>For Possible Action:</u> Approve, approve with modifications, or deny an application by Trinity Lutheran Church to close Douglas Avenue from Mill Street north approximately 200-feet for Halloween Trunk or Treat on October 31, 2019 from 3:00 p.m. to 8:00 p.m. Approved.
- 6. <u>For Possible Action:</u> Approve, approve with modifications, or deny Resolution 2019R-003, a continuing Resolution by the Gardnerville Town Board adopting a policy regarding open invocations before meetings of the Gardnerville Town Board.

 Approved.

ADMINISTRATIVE AGENDA

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

7. For Possible Action: Discussion to approve, approve with modifications, or deny a proposed memorial to Dan Hickey at the Gardnerville Station on behalf of the Douglas High School Class of 1962; with public comment prior to board action.

Town Manager Nilssen was approached by Matt Bruback, Main Street Gardnerville Director, about the memorial for Dan Hickey at the Gardnerville Station. Matt and I realized the item to donate had not been before the Town Board or Main Street Board. It appears that 15 individual donations were made to Main Street Gardnerville for a memorial bench. Looks like at some point the idea of putting a bench changed to a large memorial at the station. I have asked the board to discuss the appropriateness of having a memorial at the Gardnerville Station. I don't' think the board should get into funding. If the board determines it is appropriate there are conditions for the applicant to cover the costs. The applicant would need to approach Main Street Gardnerville about what happens with the funds already collected. I referenced three potential locations where the memorial could go. This item is on the agenda at the request of Board Member Miller.

Mr. Miller went over the history of this memorial request. It's very convenient that Main Street can purchase a bench. Why can't it purchase a flagpole?

Mr. Bob Whear was anticipating something that was already approved 1 wanted a publication to go out because the Class of '62 has contributed 24 or \$2,500. Once the press release goes out, I think I can triple that,

Mr. Matt Bruback, Main Street Director, explained initially Main Street Gardnerville collected funds for a bench. At some point that concept turned into a flagpole. Linda Dibble pointed out in the letter that Main Street Gardnerville has about \$1900 for the memorial. If those funds wanted to go towards a flagpole we would be okay with that. It is up to the donor's request. At this point it was made clear in the letter we don't want to get into collecting funds for a flag pole through Main Street Gardnerville at this time. Main Street doesn't want to get into collecting funds for a lot of

different people in the community for specific items. I'm happy to work with Robert and get the funds to the appropriate place. I don't see Main Street Gardnerville collecting funds for a flagpole.

Mr. Michael Fischer commented it is extremely important we remember those who went before us. I'm here today in support of doing something to memorialize Danny Hickey. I agree with Ken we should do something. It should be a collaboration between the Class of '62 and Main Street. All that can be accomplished by just sitting down together. When this hits the paper I think there will be substantially more money than there is now. I am in firm support.

No further public comment.

Chairman Slater thought it would be a wonderful project. The location could be better. When Heritage Park was created the south end was intended to be set up as a memorial area. I am thinking the best location would be the south end of Heritage Park.

Mr.Higuera pointed out Gardnerville Station is still a work in progress. We haven't established any policies yet. We already have a designated area at Heritage Park. I tend to agree with Linda that Heritage Park would be a better location.

Mr. Henningsen knew the Hickeys. I didn't think about the Heritage concept. That also makes a lot of sense. I am all in favor of a memorial not specifically for one person. There will be a lot of people that will want to be memorialized over time. Is the Class of '62 going to be upset if the board considers moving it to Heritage Park? Any thoughts on that?

Mr. Fischer doesn't know if they are totally set on the location. Heritage Park is also a good spot. I know Tom Dallaire had some thoughts about brands that were incumbent to Gardnerville and thought that was part of tying it to the heritage of the location.

Ms. Wenner was under the impression when we did the drawings for the gas station that there was supposed to be a sign there. I agree with everyone about having more than one name. I agree with Mike, it would be a good place, but we're not done with the station.

Mr. Henningsen asked who will coordinate the additional fundraising. If Main Street Gardnerville isn't going to do it who will be the focal point and keep that money safe and track it. That's another concern is somebody has to step up.

Mr. Miller believed we are talking about two different issues. One, I disagree with Linda because we have a flagpole on Gilman. The other issue is memorials and beautification of the gas station. A flagpole would be nice at the gas station without being dedicated to one individual. It would be nice if we could have it dedicated to the Class of 1962. I have a bench down there that will go in front of the station. I don't see any reason why we can't have a flagpole that is dedicated to the Class of '62. Individual memorials would be Heritage Park. I can't see turning away the funds because the only vehicle we have is Main Street Gardnerville 501c3. To me that is why it was formed as a 501c3.

Ms. Wenner asked about a memorial around the flagpole that is already there.

Mr. Whear has a concern. I can't speak for the class. This was initiated on the concept of that corner being a site that would be memorialized. Ken suggested that we put these benches there. Hike Mike's idea of making that a contribution by the Class of `62 and we'll go after the funds. It would be a nightmare to memorialize everyone that had anything to do with the station. That doesn't make a lot of sense.

Town Manager Nilssen advised within the five-year capital improvement plan there isn't money set aside for the site improvements. I'm hoping when budget time comes around there is some way to get it done over the next summer. If the board decided this was the location of the memorial I would like to work with the architect and with a representative of the Class of `62 and bring that back to the board for final approval. I felt this was ahead of itself as we do not have a schedule for the Gardnerville station. Mr. Whear could collect the funds and hold onto the funds for when the Gardnerville station improvements occur. I would definitely work with the board and Mr. Whear as to the scope and size of the memorials if you decide this is an appropriate place for the memorial.

Mr. Higuera didn't think the board had considered how many people in the area were associated with the Gardnerville station. Maybe we should consider some kind of memorial type plaque with the various names of people who made contributions to the community and that would be one item in the station rather than having 15 or 20. That might be something to add in to the overall picture of the Gardnerville station.

Mr. Fischer thought what they are trying to do is to bring something about for a person that served the community and has deep roots in Gardnerville. Given all that, if you had a representative, Main Street Gardnerville, Class of `62 and interested citizens could sit down and bring a proposal back. I'd be happy to work out some solutions to bring back so you don't have to spend the next three weeks working on the details.

Mr. Miller hopes Main Street will include his input in their thoughts

Chairman Slater would like her thoughts included as well.

Motion Miller/Higuera to table item 7 on the proposed memorial to Dan Hickey at Gardnerville station on behalf of Douglas High Class of 1962.

No public comment.

Motion carried unanimously.

8. For Possible Action: Discussion to approve, approve with modifications, or deny an update to Town Policy 29.1 Overhead Street Banner Policy; with public comment prior to Board action.

Town Manager Nilssen brushed up on some of the policies and as employees have asked specific questions I have realized they don't address the specific concerns raised. The major revision is that we not hang banners above Eddy/Hwy 395 during the winter months from mid-November through the 2nd Monday in March. I softened the policy a little and if someone is wanting to set up a banner they would just have to make arrangements. We would still hang the banners that have commitments for this winter.

Chairman Slater questioned if someone wanted to put a banner up in that time frame the town wouldn't do it but they could use their own resources. Would that become a safety issue or liability for the town to allow someone else to do it?

Town Manager Nilssen answered In order to hang a banner a permit needs to be obtained from NDOT and they would make the determination.

Mr. Miller doesn't like the liability issue. Anyone can go out and rent a bucket truck at Ahern. I would like to wipe off Item D.

Town Manager Nilssen can strike that if it makes it easier.

No public comment.

Motion Miller/Higuera to approve with modifications the update on Town policy 29.1 Overhead Banner Policy dropping the words "eligible organization may still reserve the banner crossing during this time but would have to make arrangements other than town forces for the installation and removal of the banner. " Motion carried unanimously.

9. For Possible Action: Discussion to approve, approve with modifications or deny Resolution 2019R-002 which repeals Resolution 2001R-3 and removes Policy 24.12, Utility Cut Permit Program (Street Cuts), from the Town of Gardnerville Policy and Procedures Manual; with public comment prior to Board Action.

Town Manager Nilssen noticed there is still a policy for street cuts. Starting in 2009 and finishing with the passage of Ordinance by the County Board of 2016 1477, there have been some changes where the county, towns and general improvement districts spent time to get everyone better coordinated. Quarterly the county now reimburses the town for permit fees based on the condition of the street. The intent of the original Gardnerville Resolution 01-3 is now met. The towns still review the permit, oversee inspection if they desire, and the Town receives the funds. The Town is just not the ones issuing the actual permit.

No public comment.

Motion Higuera/Miller to approve Resolution 2019R-002, which repeals Resolution 2001R-3 and removes Policy 24.12 utility cut permit program street cuts from the Town of Gardnerville Policy and Procedures manual. Motion carried unanimously.

10. Not For Possible Action: Presentation by the Town Manager on changes to internal communications within the Town.

Town Manager Nilssen went over the communication between admin staff and field staff. We decided to look into getting field staff work phones. The phones were free. There was a one-time software fee of \$600 to get the county email server onto their phones. Also they are able to leave them and charge them at the shop. This puts us in line with HR and county policy.

Chairman Slater is glad to see this has been revised.

- Mr. Miller looks at this as house cleaning. That is a lot better communication.
- Mr. Henningsen mentioned GE gives everyone a phone. This is a wonderful idea.
- Mr. Higuera agreed it's nice being in the 21st century.
- Ms. Wenner agrees with Mike Henningsen.

Town Manager Nilssen explained they would take the phones home if they were on standby. Generally they just leave the phone in the shop.

No further comments.

11. For Possible Action: Discussion to approve, approve with modifications, or deny an update to Town Policy 26.1-12 Snow and Ice Control Operations; with public comment prior to Board action.

Town Manager Nilssen discussed how things were going to work with staff. I've included the county policy on compensation, specifically Item H, standby status. If we know there is going to be a weather emergency on the weekend we will send a couple staff members home with their cell phones. While they have their phones they get paid standby pay. Geoff or I will make the determination when there is a storm event that at least two people will be on standby. The two senior staff members will have the first option. No one will do it twice until everyone has done it once. If they agree to it they have an hour to get here and respond. If they don't respond they will get a one on their performance appraisal on accountability. They can return a call within five minutes and avoid the one on their performance appraisal. Going into the snow season everyone knows what will be expected of them for standing by.

- Mr. Higuera feels it's great Mr. Nilssen is going over all these policies. They need updating.
- Ms. Wenner asked what was going on before when it would snow.

Mr. LaCost explained if we saw a snow event coming I would see who was available and ask if they were interested in overtime. I would get two or three staff members that would be available and then I would go from senior down to junior. Our staff isn't really looking for the overtime. But if there is a serious issue they will come in. With the change in policy it gives them \$3.50/hr from whenever they are notified to be available.

No public comment.

Motion Higuera/Wenner to approve the update to Town Policy 26.1-12, snow and ice control operations. Motion carried unanimously.

12. Not For Possible Action: Discussion on the Town Attorney's Monthly Report of activities for September 2019.

Gardnerville Town Board Meeting October 1, 2019 – 4:30 p.m. Page 6

Adjourn 6:12 p.m.

Attorney Ytubide reported the past month we had a variety of things we were dealing with starting with the special meeting. We had a special meeting agenda I reviewed. I reviewed the memo for internal communications. There was an email inquiring about the painting of stop bars by town employees on private property. There was also an email exchange concerning the Chamber awards ceremony. There were email exchanges on upcoming changes to the Douglas County Code Title 18.06 regarding town services. There was an email regarding the process for dedication of pedestrian access in Heybourne Meadows. There is a review and clarification of legal services that will be discussed later. Phone calls and correspondence regarding the memorial issues. I have also had some phone calls as a result of that matter. There were a number of policy changes, including the ones that were on the agenda. In addition, the street closure and park policy was reviewed. We are trying to schedule time for the new agenda software training that is coming up. I reviewed the agenda for today and also followed up on the status of the Hildebrand contract. The homeowner has not signed the contract yet.

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

Town Manager Nilssen went over his report with board members.

Mr. Miller asked about board meetings at the Gardnerville station.

Ms. Louthan and Mr. LaCost advised the station needs better sound equipment and the site work needs to get done. The parking lot is a safety hazard. The handicapped parking isn't designated. If the board wishes to have meetings over there that should wait until after the site work is completed.

Chairman Slater thanked Mr. Nilssen for all the work he has been doing with changing and updating the policies. On behalf of the board I would like to thank you.

14. Not For Possible Action: 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.

Ms. Wenner reported the arts council did not meet in September. There is nothing to report.

Chairman Slater reported on items from the Nevada League of Cities conference. While still on the executive committee, we will be working on the job description for the executive director. I spoke with John Sheridan who will be taking my place at the executive committee.

Mr. Higuera reported Meredith Fischer donated \$3,500 to Main Street from her very successful street fair. Linda Dibble is desperate for board members. They need at least two or three new members. Matt Bruback applied for a Wells Fargo grant and will receive \$500. He is working on more fundraising activities and an incentive based membership program. Hopes to raise \$45,000 with that. One new member signed up this month, Wise Buy. Reminder Fall Fest is this Saturday.

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Mr. Jerry Turner gave public comment on items not on the agenda. (A copy of the recording is available upon request).

Linda Slater, Chairman	Erik Nilssen, P.E., Town Manager

Gardnerville Town Board AGENDA ACTION SHEET



Item No. 1.

- 1. For Possible Action: Acknowledge receipt of and file correspondence. (Carol Louthan)
- 2. Recommended Motion: Acknowledge receipt of and file correspondence.
- 3. Financial Impact: N/A
- 4. Department: Administration
- 5. Prepared by: Carol Louthan
- 6. Meeting Date: November 5, 2019
- 7. Time Required: 5 minutes.
- 8. Agenda: Consent
- 9. Other Agency Review of Action: N/A
- 10. Board Action:
- 11. Background Information: See attached

(ERIC) You Tube Silent Weapons for Quiet Wars Document full Read" (Mentions Bill Gates in the end) Please Wefel Weather Weapons // Senate Report 93-549/ Silent Weapons for Quiet Wars H Agenda 21" Shows Kennedy's fuce (= 21 minuted-Bill Getes of the End! u Ploase Walch Book: Fruitfrom A Poisonous Tree" by Melvin Stanperpages 59-60 Pres Wilson talk with Edward House STOP THE CRIME NET

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Gardnerville Town Board AGENDA ACTION SHEET



Item No. 2.

- 1. <u>For Possible Action:</u> Approve, approve with modifications, or deny October 2019 claims. (Carol Louthan)
- 2. Recommended Motion: Approve October 2019 claims
- 3. Financial Impact:
- 4. Department: Administration
- 5. Prepared by: Carol Louthan
- 6. Meeting Date: November 5, 2019
- 7. Time Required: 5 minutes.
- 8. Agenda: Consent
- 9. Other Agency Review of Action: N/A
- 10. Board Action:
- 11. Background Information: See attached.



BOARD 10/19/2019 10/04/20	Vendor	Invoice No.	Invoice Description	Status Held Reason	Invoice Date	Due Date	G/L Date Recei	Received Date Payment Date	Invoice Amount
STATUS S	Fund 510 - Gardnerville Town								
10/19 BOARD 10/11 BOARD 10/19 BOARD	Department 921 - GardnerVille Admin Account 510.150 - Board (Compensation							
Paid by Check Dig 19 BOARD Cytlie Faid by Check Dig 19 C	33424 - Michael C Henningsen	10/19 BOARD	GVILLE	Paid by Check # 696717	09/26/2019	10/04/2019	10/04/2019	10/04/2019	250,00
Fig. 10, 19 BOARD CVILLE Fig. 45 Graph Egg. 748	4288 - Lloyd W Higuera	10/19 BOARD	GVILLE	Paid by Check # 696720	09/26/2019	10/04/2019	10/04/2019	10/04/2019	250.00
10-19 TOWN OF Paid by Check 10-10-10-10-10-10-10-10-10-10-10-10-10-1	3960 - Kenneth W Miller	10/19 BOARD	GVILLE	Paid by Check	09/26/2019	10/04/2019	10/04/2019	10/04/2019	250.00
Composes	i69 - Linda Slater	10-19 ROADD	TOWN OF	# b96/48 Paid by Check # 696801	09/26/2019	10/04/2019	10/04/2019	10/04/2019	275.00
State Perses Ret Medical Person	64 - Mary A Wenner	10/19 BOARD	TOWN OF	# 53683£ # 696836	09/26/2019	10/04/2019	10/04/2019	10/04/2019	250,00
Public Employees Benefits 10-19 31 Paid by Check Benefits 10-19 10/01/2019 10/18/2019 10/1				Account 510,150 -	Board Compen	sation Totals	Invoice Tra	ansactions 5	\$1,275.00
## 697411 ## PREMIUMS ## 697411 ## Account \$11,201 - PEBS-Ret_Medical Totals Invoice Transactions 1 ## 697411 ## Account \$511,201 - PEBS-Ret_Medical Totals Invoice Transactions 1 ## 696562	Account 511,201 - PEBS-R 219 - NV State Public Employees Benefit	Ret.Medical ts 10-19	731	Paid by Check	10/01/2019	10/18/2019	10/18/2019	10/18/2019	10.49
Unit 520.035 - Tellephone Expense Paid by Check Designess 09/11/2019 09/11/2019 09/27/2019 <th< td=""><td>ogram</td><td>PREMIUMS</td><td></td><td></td><td>1 - PERS-RAT M</td><td>Polical Totals</td><td>Tryolce Tr</td><td></td><td>\$10.49</td></th<>	ogram	PREMIUMS			1 - PERS-RAT M	Polical Totals	Tryolce Tr		\$10.49
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Business 0652088101119 8354110060653088 # 696699 Paid by Check	1103 - Frontier	782-7134 9/19		# 696562 Paid by Check	09/16/2019	10/04/2019	10/04/2019	10/04/2019	166.60
Business 0653088101119 8354110060653088	1103 - Frontier	782-3856 9/19			09/16/2019	10/04/2019	10/04/2019	10/04/2019	59.32
ireless 9839230925 842011146-00001 Paid by Check	2036 - Spectrum Business	0653088101119	5 9 8354110060653088	# 696699 Paid by Check	10/11/2019	10/24/2019	10/24/2019	10/24/2019	14.99
vunt 520.060 - Postage/Po Box Rent Rio4196642 60003046 Paid by Check Postage/Po Box Rent Fotals 09/16/2019 10/04/2019 10/04/2019 10/04/2019 Solutions Solutions All Solutions Solutions Solutions All Solutions and Solutions Solutions All All All All All All All All All Al	13097 - Verizon Wireless	9839230925	842011146-00001	# 697735 Paid by Check # 607765	10/01/2019	10/24/2019	10/24/2019	10/24/2019	253.25
Lount 520.060 - Postage/Po Box Rent Religions RI104196642 Paid by Check 600003046 Paid by Check 7000000000000000000000000000000000000					- Telephone Ex	pense Totals	Invoice Tra		\$509.16
Account 520.064 - Travel 9/24/19- TRAVEL Paid by Check 9/27/190	₽ M	e/Po Box Rent RI104196642	600003046	Paid by Check # 696697	09/16/2019	10/04/2019	10/04/2019	10/04/2019	45.00
9/24/19- TRAVEL EXPENSES/MILEAGE & # 697104 MEALS-HENDERSON, NV PER 2019 GSA RATES Account 520.072 - Advertising Num 520.072 - Advertising Sws Group 196496- 1063912 Paid by Check 08/31/2019 09/27/2019 09/27/2019 09/27/2019 09/27/2019	Account 520,064 - Travel			Account 520,060 -	Postage/Po Box	Kent Totals	Invoice Tr	ansactions 1	\$45.00
72 - Advertising 196496- 1063912 Paid by Check 08/31/2019 09/27/2019 09/27/2019 09/27/2019 # 696504	69 - Linda Slater	9/24/19-	TRAVEL EXPENSES/MILEAGE & MEALS-HENDERSON, NV PER 2019 GSA RATES	Paid by Check # 697104	09/27/2019	10/11/2019	10/11/2019	10/11/2019	593.10
7.2 - Adverdising 196496- 1063912 Paid by Check 08/31/2019 09/27/2019 09/27/2019 09/27/2019 09/27/2019 # 696504	Section And Appendix And Appendix Appen)	Acc	ount 520,064 -	Travel Totals	Invoice TR	ansactions 1	\$593.10
	Account Szo. 0.2 - Adverd 976 - Nevada News Group	196496- 08312019	1063912	Paid by Check # 696504	08/31/2019	09/27/2019	09/27/2019	09/27/2019	105.1



Department 921 - Gardnerville Admin Account 520.072 - Advertising 33976 - Nevada News Group								
3976 - Nevada News Group	ı ising							
	196436- 08312019	1057644	Paid by Check # 696503	08/31/2019	09/27/2019	09/27/2019	09/27/2019	213.00
Account 520.084 - Renfacement & Renair	Finent & Renair		Ac	Account 520.072 - Advertising Totals	rtising Totals	Invoice Transactions 2		\$318.88
13807 - Amazon	1L4R-PTQ4- 1RMW	A1QBL4077P7D5U	Paid by Check # 696625	09/12/2019	10/04/2019	10/04/2019	10/04/2019	62.35
Account 520,089 - Power		•	Account 520.0	Account 520.084 - Replacement & Repair Totals	Repair Totals	Invoice Transactions 1	13 1	\$62.35
2924 - NV Energy		2856009 9-19 1 1000285600907757795 SUMMARY ACCT. NO.	Paid by Check # 697032	09/25/2019 10/11/2019	10/11/2019	10/11/2019	10/11/2019	283.18
Account 520.092 - Heating	ō				Lower Lordin	AINOICE HEIISECHOI		\$403.10
3021 - Southwest Gas Corporation	0015779022 9- 19	2410015779022	Paid by Check # 696558	09/16/2019	09/27/2019	09/27/2019	09/27/2019	14.40
3021 - Southwest Gas Corporation	1072224004 9- 19	2411072224004	Paid by Check # 696558	09/16/2019	09/27/2019	09/27/2019	09/27/2019	19.85
3021 - Southwest Gas Corporation	1188600002 9- 19	2411188600002	Paid by Check # 696558	09/16/2019	09/27/2019	09/27/2019	09/27/2019	15.05
A CONTRACTOR OF THE PROPERTY O				Account 520.092 - Heating Totals	eating Totals	Invoice Transactions	I 8 3	\$49.30
2030 - Minden-Gardnerville Sanitation District	19-100573	0594	Paid by Check	10/01/2019	10/18/2019	10/18/2019	10/18/2019	21.16
2030 - Minden-Gardnerville Sanitation District	19-100284	0296	Paid by Check # 697385	10/01/2019	10/18/2019	10/18/2019	10/18/2019	67.71
2030 - Minden-Gardnerville Sanitation District	19-103300	0215	Paid by Check # 697385	10/01/2019	10/18/2019	10/18/2019	10/18/2019	29.63
Account 520.097 - Maint B&G	B&G		Accou	Account 520.093 - Utilities-Sewer Totals	Sewer Totals	Invoice Transactions	I 8 3	\$118.50
29647 - Belfor Property Restoration Inc	1295410	1172121	Paid by Check	09/06/2019	10/04/2019	10/04/2019	10/04/2019	250.00
11985 - Ace Hardware	135543	1236	# 090039 Paid by Check # 606060	09/05/2019	10/11/2019	10/11/2019	10/11/2019	25.98
13807 - Amazon	16LK-467N- GGLR	A1QBL4077P7D5U	# 090000 Paid by Check # 697558	10/04/2019	10/24/2019	10/24/2019	10/24/2019	20.34
Account 520.098 - Janitorial Services	rial Services		A	Account 520,097 - Maint B&G Totals	it B&G Totals	Invoice Transactions	ls 3	\$296.32
27347 - A+ Janitorial Service	T0G0719	GVILLE	Paid by Check # 696343	09/18/2019	09/27/2019	09/27/2019	09/27/2019	100.00
27347 - A+ Janitorial Service	TOG0819	GVILLE	Paid by Check # 696343	09/18/2019	09/27/2019	09/27/2019	09/27/2019	100.00



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Fund 610 - Gardnerville Town									
Department 921 - Gardnerville Admin	in								
Account 520.098 - Janitorial Services	orial Services								
27347 - A+ Janitorial Service	TOG0919	GVILLE	Paid by Check # 696864	1	10/02/2019	10/11/2019	10/11/2019	10/11/2019	150,00
				Account 520,098 - Janitorial Services Totals	nitorial Ser	vices Totals	Invoice Transactions	tions 3	\$350,00
Account 520,107 - Maint Equip	t Equip								
101 - United Electrical Services Inc	9302	GTOW	Paid by Check # 696590	Ō	09/12/2019	09/27/2019	09/27/2019	09/27/2019	45.00
Arrount 520 126 - Rende & Leases Familyment	S leases Famina			Account 520,107 - Maint Equip Totals	07 - Maint i	Equip Totals	Invoice Transactions 1	tions 1	\$42.00
4753 - Ricoh USA Inc	102661327	1481234-3433221	Paid by Check # 696538	Ō	09/12/2019	09/27/2019	09/27/2019	09/27/2019	165.41
4753 - Ricoh USA Inc	5057680498	16769392	Paid by Check # 697435	1	10/01/2019	10/18/2019	09/30/2019	10/18/2019	153.63
21326 - Dell Financial Services	80129914	001-6707612-004	Paid by Check	Ō	09/14/2019	10/04/2019	10/04/2019	10/04/2019	29.95
			Account 520.	Account 520,136 - Rents & Leases Equipment Totals	sases Equip	ment Totals	Invoice Transactions	Tions 3	\$348.99
Account 520,187 - Internet Expense	net Expense								
32036 - Spectrum Business	0012509090819	0012509090819 8354110060012509	Paid by Check # 696560	Ō	09/08/2019	09/27/2019	09/27/2019	09/27/2019	74.66
32036 - Spectrum Business	0653088091119	0653088091119 8354110060653088	Paid by Check	Ō	09/11/2019	09/27/2019	09/27/2019	09/27/2019	24.99
32036 - Spectrum Business	0598044090819	0598044090819 8354110060598044	Paid by Check	Ō	09/08/2019	09/27/2019	09/27/2019	09/27/2019	54.06
12997 - Douglas County Procurement	9-19 LOUTHAN	GVILLE	Paid by Check	Ō	09/27/2019	10/18/2019	10/18/2019	10/18/2019	200.00
32036 - Spectrum Business	0012509100819	0012509100819 8354110060012509	# 697.280 Paid by Check		10/08/2019	10/24/2019	10/24/2019	10/24/2019	70.27
32036 - Spectrum Business	0653088101119	0653088101119 8354110060653088	# 697735 Paid by Check # 697735	Ŧ	10/11/2019	10/24/2019	10/24/2019	10/24/2019	24.99
32036 - Spectrum Business	0598044100819	0598044100819 8354110060598044	Paid by Check # 697734	a	10/08/2019	10/24/2019	10/24/2019	10/24/2019	50.92
				Account 520,187 - Internet Expense Totals	nternet Exp	ense Totals	Invoice Transactions	tions 7	\$499.89
Account 520,200 - Training & Education 12997 - Douglas County Procurement 9-19 NILSSEN Program	ing & Education 9-19 NILSSEN, E	TOWN OF GARDNERVILLE	Paid by Check # 697280	Õ	09/27/2019	10/18/2019	09/30/2019	10/18/2019	455.00
			Accoun	Account 520,200 - Training & Education Totals	ing & Educ	ation Totals	Invoice Transactions 1	tions 1	\$455.00
Account 532.056 - Subscriptions 12997 - Douglas County Procurement 9-19 Procesam	criptions 9-19 DALLAIRE	COMMUNITY	Paid by Check	ō	09/27/2019	10/18/2019	10/18/2019	10/18/2019	1,333.80
			200	Account 532,056 - Subscriptions Totals	5 - Subscrip	tions Totals	Invoice Transactions 1	tions 1	\$1,333.80

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Accounts Payable by G/L Distribution Report G/L Date Range 09/27/19 - 10/29/19

BOUGLAS COUNTY										
Vendor	Invoice No.	Invoice Description	Status	Held Reason Tryoice Date Due Date	Invoice Date	Dire Date	G/I Date	Received Date	Payment Date	Received Date Dayment Date Toyolce Amount
Fund 610 - Gardnerville Town	ı									THOUSE CHICAGO
Department 921 - Gardnerville Admin	-									
Account 533.800 - Office Supplies	Supplies									
8479 - Tahoe Supply Company	1019639	0002596	Paid by Check		09/26/2019	10/18/2019	09/30/2019		10/18/2019	107.52
13807 - Amazon	14QT-NYY1- MM9C	A1QBL4077P7D5U	# 03/1// Paid by Check # 696625		09/10/2019	10/04/2019	10/04/2019		10/04/2019	(00.6)
26819 - Jody L Martin	9-19 WALMART	9-19 WALMART REIMBURSEMENT	Paid by Check # 696742		09/22/2019	10/04/2019	10/04/2019		10/04/2019	06'9
11985 - Ace Hardware	135543	1236	Paid by Check # 696868		09/05/2019	10/11/2019	10/11/2019		10/11/2019	5.59
12997 - Douglas County Procurement Program	9-19 LOUTHAN GVILLE	GVILLE	Paid by Check # 697280		09/27/2019	10/18/2019	10/18/2019		10/18/2019	53.81
8479 - Tahoe Supply Company	1019774	0002596	Paid by Check # 697477		10/03/2019	10/18/2019	10/18/2019		10/18/2019	8.95
13807 - Amazon	1R6D-GM99- TFT7	A1QBL4077P7D5U	Paid by Check # 697558		10/03/2019	10/24/2019	10/24/2019		10/24/2019	2.50
Account 550,001 - Miscellaneous Expenses	laneous Expense	10	A	Account 533.800 - Office Supplies Totals	0 - Office Su	pplies Totals	Invoi	Invoice Transactions		\$179.27
4337 - NV State Department of Public Safety	51545	880005	Paid by Check # 697038		10/01/2019	10/01/2019 10/11/2019	10/11/2019		10/11/2019	40.25
			Account 55	Account 550.001 - Miscellaneous Expenses Totals Department 921 - Gardnerville Admin Totals	illaneous Exp	enses Totals Admin Totals	Invo	Invoice Transactions 1 Invoice Transactions 50	1 50	\$40.25

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Vendor	Invoice No.	Invoice Description	Status	Held Reason Invoice Date	ate Due Date	G/L Date Rec	Received Date Payment Date	Invoice Amount
Fund 610 - Gardnerville Town								
Department 923 - Fains & Nedradon Account 520,084 - Replacement & Repair	ment & Repair							
1268 - Ewing Irrigation Products	8412688	30447	Paid by Check # 697290	09/28/2019	10/18/2019	09/30/2019	10/18/2019	104.00
18821 - Fastenal Industrial	NVMIN80816	NVMIN0011	Paid by Check # 697294	09/25/2019	10/18/2019	09/30/2019	10/18/2019	3.01
18821 - Fastenal Industrial	NVMIN80818	NVMIN0011	Paid by Check	09/25/2019	10/18/2019	09/30/2019	10/18/2019	1.51
13807 - Amazon	1L4R-PTQ4- 1RMW	A1QBL4O77P7D5U	Paid by Check # 696625	09/12/2019	10/04/2019	10/04/2019	10/04/2019	209.62
13807 - Amazon	1T9C-CTT6- 4461	A1QBL4077P7D5U	Paid by Check # 696625	09/19/2019	10/04/2019	10/04/2019	10/04/2019	41.28
11985 - Ace Hardware	135814	1236	Paid by Check # 696868	09/17/2019	10/11/2019	10/11/2019	10/11/2019	14,99
11985 - Ace Hardware	135919	1236	Paid by Check # 696868	09/20/2019	10/11/2019	10/11/2019	10/11/2019	23.94
14747 - Home Depot (Gville)	2180610	6035 3225 0269 7513	Paid by Check # 697640	09/18/2019	10/24/2019	10/24/2	10/24/2019	3.84
Account 520,089 - Power			Account 5	Account 520.084 - Replacement & Repair Totals	& Repair Totals		Invoice Transactions 8	\$402.19
2924 - NV Energy	791804 9-19 1	1000079180404757010 SUMMARY ACCT. NO.	Paid by Check# 697030	09/25/2019	10/11/2019	10/11/2019	10/11/2019	482.89
Account 520,090 - Water				Account 520.08	Account 520,089 - Power Totals		Invoice Transactions 1	\$482.89
2153 - Minden Town of	1862.01 9/19	1862.01	Paid by Check # 697384	09/24/2019	10/18/2019	09/30/2019	10/18/2019	27.05
Account 520 003 - 18418-5-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-	-Source			Account 520,09	Account 520,090 - Water Totals	Invoice T	Invoice Transactions 1	\$27.05
2030 - Minden-Gardnerville Sanitation District	19-100755	8220	Paid by Check # 697385	10/01/2019	10/18/2019	10/18/2019	10/18/2019	126.96
Account 532,003 - Gas & Oil				Account 520.093 - Utilities-Sewer Totals	es-Sewer Totals	Invoice T	Invoice Transactions 1	\$126.96
3814 - Hyers Energy LLC	CFS-2063177	8308	Paid by Check # 697299	09/30/2019	10/18/2019	09/30/2019	10/18/2019	82.60
3814 - Flyers Energy LLC	CFS-2052516	8308	Paid by Check # 696694	09/15/2019	19 10/04/2019	10/04/2019	10/04/2019	37.17
Account 532,118 - Major Repair and Maintenance	epair and Maint	enance		Account 352,003 - Gas & Oil Toldis	Gas & Oil loals	TUVOICE	INVOICE TRANSACUORS 2	\/.6TT\$
3192 - Tholl Fence Inc	80284	GARDTOW		09/13/2019	19 10/11/2019	* 10/11/2		33,710.00
Account 533.817 - Small Projects	ojects	4		ccount 532,118 - Major Repair and Maintenance lotals	ntenance lotals		Invoice Transactions 1	\$33,710.00
13373 - Borges Sleigh and Carriage Rides	12/5/19 DEPOSET	GARDNERVILLE	Paid by Check	09/09/2019	19 09/27/2019	09/27/2019	09/27/2019	70.7

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SASAT PLOPLE & GREAT PLACES									
Vendor	Invoice No.	Invoice No. Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Status Held Reason Invoice Date Due Date G/L Date Received Date Payment Date Invoice Amount	Invoice Amount
Fund 610 - Gardnerville Town									
Department 923 - Parks & Recreation	on								
Account 533,817 - Small Projects	II Projects								
13807 - Amazon	1L4R-PTQ4-	IL4R-PTQ4- A1QBL4077P7D5U	Paid by Check		09/12/2019 10/04/2019 10/04/2019	10/04/2019	10/04/2019	10/04/2019	109.99
	1RMW		# 696625						
				Account 533.8	Account 533,817 - Small Projects Totals	jects Totals	Invo	Invoice Transactions 2	\$179,99
			Del	Department 923 - Parks & Recreation Totals	Parks & Recre	ation Totals	Invo	Invoice Transactions 16	\$35,048.85



17,002.2851 12.56	Vendor	Invoice No.	Invoice Description	Status Helc	Held Reason Invoice Date Due Date	Due Date	G/L Date Received	Received Date Payment Date	Invoice Amount
## 520,093 - Replacement & Repair re Center Inc. 13570, 2025 1 177002255 1 1714675 Paid by Obert re Center Inc. 13570, 2025 1 1214675 Paid by Obert re Center Inc. 13570, 2025 1 1225 Paid by Obert re Center Inc. 13570, 2025 1 1225 Paid by Obert re Center Inc. 13570, 2025 1 1225 Paid by Obert re Center Inc. 13570, 2025 1 1225 Paid by Obert re Center Inc. 13581 1 1225 Paid by Obert re Paid by Obert re Paid by Obert re Center Inc. 13570, 1025 1 1200 1 1011 1 2019 1011 1 2019 1011 1 2019 1011 1 2019 1011 1 2019 1011 1 2019 1011 2019 2019 1011 2019	Fund 610 - Gardnerville Town Department 926 - Other Public Work								
Fig. Center Thr. 71700233831	Account 520,084 - Replan	cement & Repair							
re 135776 1236 Paid Month Check 09/15/2019 10/11/2019	343 - Mark Smith Tire Center Inc	71700292851	A17-14675	Paid by Check	09/26/2019	10/18/2019	09/30/2019	10/18/2019	156.49
13581.1 1358 Paid by Check 09/17/2019 10/11/201	1985 - Ace Hardware	135776	1236	# b97373 Paid by Check # 696868	09/16/2019	10/11/2019	10/11/2019	10/11/2019	5.99
The back by Check 2539-280982 1075650 Fadd by Check 09/09/2019 10/11/20	1985 - Ace Hardware	135811	1236	Paid by Check # 696868	09/17/2019	10/11/2019	10/11/2019	10/11/2019	19.99
The S81359 41.70 Paid by Check 69/30/2019 10/11/2019 10/11/2019 10/11/2019 4597033	198 - O'Reilly Automotive Inc	3530-280982	1075650	Paid by Check # 697045	09/09/2019	10/11/2019	10/11/2019	10/11/2019	153.71
Testo 0.095 - Street Lights Strong 1 Account 520.084 - Replacement & Repair Totals Invoice Transactions 5 \$53	10 - Parts House (The)	881359	4170	Paid by Check # 697053	08/30/2019	10/11/2019	10/11/2019	10/11/2019	40.99
## S20.103 - Waint Road ## S20.103 - Waint Ro	Account 520,095 - Street	t Lights		Account 520,	084 - Replacement &	Repair Totals	Invoice Transa		\$377.17
Table Tabl	124 - NV Energy	2856036 9-19 1	1000285603607757800 SUMMARY ACCT, NO.		09/25/2019	10/11/2019	10/11/2019	10/11/2019	6,314,16
THY-020296 128929 Paid by Check 09/09/2019 09/27/2019 09/2	Acces to the contract of the c				count 520.095 - Street	Lights Totals	Invoice Transa	ctions 1	\$6,314.16
114R-PTQ4+	.61 - Display Sales	INV-020296	128929	Paid by Check	09/09/2019	09/27/2019	09/27/2019	09/27/2019	4,500.00
135847 1236	807 - Amazon	1L4R-PTQ4-	A1QBL4077P7D5U	# 696403 Paid by Check	09/12/2019	10/04/2019	10/04/2019	10/04/2019	14.36
135882 1236	985 - Ace Hardware	135847	1236	# 696625 Paid by Check # 60666	09/18/2019	10/11/2019	10/11/2019	10/11/2019	65.98
151909030 2240	.985 - Ace Hardware	135882	1236	# 090000 Paid by Check # 606868	09/19/2019	10/11/2019	10/11/2019	10/11/2019	(32.99)
ining & Education Account 520.103 - Maint Road Totals Invoice Transactions 5 \$5,77 9-19 LOUTHAN GVILLE Paid by Check # 697280 09/27/2019 10/18/2019 10/18/2019 10/18/2019 22 \$& Oil Account 520.200 - Training & Education Totals Invoice Transactions 1 \$5.73 CFS-2063177 8308 Paid by Check # 696694 09/30/2019 10/18/2019 10/04/2019 10/04/2019 44/2019 CFS-2052516 8308 Paid by Check # 696694 Account 532.003 - Gas & Oil Totals Invoice Transactions 2 \$7 \$2019091001469 14692 Paid by Check # 696633 09/10/2019 09/27/2019 09/27/2019 10/04/2019 10/04/2019 \$2019091001469 Head by Check # 696633 Paid by Check # 696633 09/03/2019 10/04/2019 10/04/2019 10/04/2019	711 - Par Electrical Contractors Inc	151909030	2240	# Occord Paid by Check # 697051	09/30/2019	10/11/2019	10/11/2019	10/11/2019	1,250.30
# 697280 # 697280 # 697280 # CFS-2063177 8308 # 696694 # Account 520.200 - Training & Education Totals Paid by Check	Account 520,200 - Traini	na & Education			occount 520,103 - Main	t Road Totals	Invoice Transa	ctions 5	\$5,797.65
Account 520.200 - Training & Education Totals Invoice Transactions 1 \$22.001 CFS-2063177 8308 Paid by Check 09/30/2019 10/18/2019 09/30/2019 10/18/2019 10/18/2019 10/04/2019	997 - Douglas County Procurement	9-19 LOUTHAN		Paid by Check # 697280	09/27/2019	10/18/2019	10/18/2019	10/18/2019	250.00
CFS-2063177 8308 Paid by Check 09/30/2019 10/18/2019 09/30/2019 10/18/2019 45 CFS-2052516 8308 Paid by Check 09/15/2019 10/04/2019 10/04/2019 10/04/2019 34 Fforms 2019091001469 14692 Paid by Check 09/10/2019 09/27/2019 09/27/2019 09/27/2019 09/27/2019 877 LREN1511358 000330 Paid by Check 809(03/2019 10/04/2019 10/04/2019 10/04/2019 10/04/2019 10/04/2019 10/04/2019 10/04/2019 10/04/2019 10/04/2019		ī		Account 52	0,200 - Training & Edu	ication Totals	Invoice Transa	ctions 1	\$250.00
CFS-2052516 8308 Paid by Check # 696694 09/15/2019 10/04/2019 10/04/2019 10/04/2019 3 forms Account 532.003 - Gas & Oil Totals Invoice Transactions 2 \$77 2019091001469 14692 Paid by Check # 696533 09/10/2019 09/27/2019 09/27/2019 09/27/2019 8 LREN1511358 000330 Paid by Check # 696623 09/03/2019 10/04/2019 10/04/2019 10/04/2019 10/04/2019	14 - Flyers Energy LLC		8308	Paid by Check # 697299	09/30/2019	10/18/2019	09/30/2019	10/18/2019	421.22
forms Account 532,003 - Gas & Oil Totals Invoice Transactions 2 \$77 2019091001469 14692	114 - Flyers Energy LLC	CFS-2052516	8308	Paid by Check # 696694	09/15/2019	10/04/2019	10/04/2019	10/04/2019	349.89
2019091001469 14692 Paid by Check 09/10/2019 09/27/2019 09/27/2019 09/27/2019 8 # 696533 Paid by Check 09/03/2019 10/04/2019 10/04/2019 10/04/2019 # 696623	Account 532,028 - Unifor	rms			Account 532,003 - Ga	s & Oil Totals	Invoice Transa	ctions 2	\$771.11
LRENI511358 000330 Paid by Check 09/03/2019 10/04/2019 10/04/2019 10/04/2019 # 696623	.87 - Red Wing Business Advantage	2019091001469	14692	Paid by Check	09/10/2019	09/27/2019	09/27/2019	09/27/2019	85.50
	85 - Alsco Inc	LREN1511358	000330	# COCCA Paid by Check # 696623	09/03/2019	10/04/2019	10/04/2019	10/04/2019	4,23



Fund 610 - Gardnerville Town	The state of the s	TIMORE DESCRIPTION	control of the contro	יונים אכפפים דוואסובר בפוב	200	a) r Date Neceived Do	Received Date Payment Date	THYOICE AITIONIT
Department 926 - Other Public Works Account 532,028 - Uniforms	SI							
5785 - Alsco Inc	LREN1513673	000330	Paid by Check # 696623	09/10/2019	10/04/2019	10/04/2019	10/04/2019	10.61
5785 - Alsco Inc	LREN1515862	000330	Paid by Check # 696623	09/17/2019	10/04/2019	10/04/2019	10/04/2019	4.55
5785 - Alsco Inc	LREN1518045	000330	Paid by Check	09/24/2019	10/04/2019	10/04/2019	10/04/2019	10.61
10314 - Work World Inc	70214	109-103	Paid by Check	09/12/2019	10/04/2019	10/04/2019	10/04/2019	94.99
13485 - Ahern Rentals	21100822-001	205304	Paid by Check	09/19/2019	10/11/2019	10/11/2019	10/11/2019	62.80
13485 - Ahern Rentals	21100844-001	205304	Paid by Check # 696871	09/19/2019	10/11/2019	10/11/2019	10/11/2019	32.25
13485 - Ahern Rentals	21114555-001	205304	Paid by Check	09/23/2019	10/11/2019	10/11/2019	10/11/2019	115.14
13485 - Ahern Rentals	21114706-001	205304	# 696871	09/23/2019	10/11/2019	10/11/2019	10/11/2019	85.71
10314 - Work World Inc	70261-109	109-103	Paid by Check # 697157	09/20/2019	10/11/2019	10/11/2019	10/11/2019	100.00
10314 - Work World Inc	70262-102	109-103	Paid by Check # 697152	09/20/2019	10/11/2019	10/11/2019	10/11/2019	79.99
13807 - Amazon	16LK-467N- GGLR	A1QBL4O77P7D5U	Paid by Check # 697558	10/04/2019	10/24/2019	10/24/2019	10/24/2019	66.66
Account 532,056 - Subscriptions	phions			Account 532,028 - Uniforms Totals	forms Totals	Invoice Transactions 13	ons 13	\$786.69
33994 - Invarion Inc.	3021-6	TOWN OF	Paid by Check # 696453	09/12/2019	09/27/2019	09/27/2019	09/27/2019	375.00
Account 532,118 - Major Renair and Maintenance	enair and Main	000		Account 532.056 - Subscriptions Totals	otions Totals	Invoice Transactions	ins 1	\$375,00
5833 - Sierra Nevada Construction Inc	APPLICATION #1	TOWN OF GARDNERVILLE/TOWG	Paid by Check # 696552	08/31/2019	09/27/2019	09/27/2019 * 09/27/2019	09/27/2019	142,007.00
5833 - Sierra Nevada Construction Inc	APPLICATION #2	FENTION MENT/TOWN OF RDNERVILLE	Paid by Check # 697726	10/15/2019	10/24/2019	10/24/2019	10/24/2019	14,200.70
Account 562.000 - Capital Projects	Projects	AC	ccount 532,118 -	count 532.118 - Major Repair and Maintenance Totals	nance Totals	Invoice Transactions 2	ons 2	\$156,207.70
5189 - RO Anderson Engineering Inc	43008	TOWN OF GARDNERVILLE	Paid by Check # 696541	07/15/2019	09/27/2019	09/27/2019	09/27/2019	3,780.00
5189 - RO Anderson Engineering Inc	43078	TOWN OF GARDNERVILLE	Paid by Check # 696541	08/12/2019	09/27/2019	09/27/2019	09/27/2019	2,250.00
12997 - Douglas County Procurement	9-19 NILSSEN,	TOWN OF	Paid by Check	09/27/2019	10/18/2019	09/30/2019	10/18/2019	2,440.24

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Vendor	Invoice No.	Invoice No. Invoice Description	Status	Held Reason	Held Reason Invoice Date Due Date	Due Date	G/L Date	Received Date Payment Date Invoice Amount	Date Invoice Amoi
Fund 610 - Gardnerville Town									
Department 926 - Other Public Works	S								
Account 562,000 - Capital Projects	al Projects								
5189 - RO Anderson Engineering Inc	43216	TOWN OF	Paid by Check		09/09/2019	10/18/2019	09/30/2019	10/18/2019	19 420.00
		GARDNERVILLE (PROJECT 1393-028- 19)	# 697436						
5189 - RO Anderson Engineering Inc	43236	TOWN OF	Paid by Check		09/09/2019	10/18/2019	09/30/2019	10/18/2019	2,737.50
		GARDNERVILLE (PROJECT 1393-023- 17)	# 697436						
2012 - Lumos and Associates Inc	102127	8939.000	Paid by Check # 696739		09/20/2019	10/04/2019	10/04/2019	10/04/2019	19 4,606.00
			A	Account 562,000 - Capital Projects Totals	0 - Capital Pri	ojects Totals	Invo	Invoice Transactions 6	\$16,233.84
			Depe	Department 926 - Other Public Works Totals	Other Public \	Works Totals	Invo	Invoice Transactions 36	\$187,113.32
				Fund 610 -	Fund 610 - Gardnerville Town Totals	Town Totals	Invo	Invoice Transactions 102	\$228,972,65



Vendor	Invoice No.	Invoice Description	Status Held Reason	Invoice Date Due Date	Due Date	G/L Date	Received Date Payment Date	Trivoice Amount
Fund 611 - Gardnerville Health & San				П				1
Department 925 - Health & Sanitation	Hon							
Account 510,150 - Board Compensation	rd Compensation							
33474 - Michael C Henningsen	10/19 ROARD	GVIIIE	Paid by Chark	01/02/30/00	0100/10/01	0100/100/01	0,000,000	00 030
	מאטים בד (הד	OVALLE.	# 696717	09/20/2019	10/04/2013	10/04/2013	10/04/2019	720,00
4288 - Lloyd W Higuera	10/19 BOARD	GVILLE	Paid by Check	09/26/2019	10/04/2019	10/04/2019	10/04/2019	250,00
28960 - Kenneth W Miller	10/19 BOARD	GVILLE	# 6967.20 Paid by Check	09/26/2019	10/04/2019	10/04/2019	10/04/2019	250.00
			# 696748					
2969 - Linda Slater	10-19 ROARD	GARDNERVILLE	Paid by Check # 696801	09/26/2019	10/04/2019	10/04/2019	10/04/2019	275.00
8364 - Mary A Wenner	10/19 BOARD	TOWN OF GARDNERVILLE	# 696826 # 696826	09/26/2019	10/04/2019	10/04/2019	10/04/2019	250.00
			scount 510,150	- Board Compensation Totals	sation Totals	Invoi	Invoice Transactions 5	\$1,275.00
Account 520,055 - Telephone Expense	phone Expense							
32036 - Spectrum Business	065308809111	0653088091119 8354110060653088	Paid by Check # 696562	09/11/2019	09/27/2019	09/27/2019	09/27/2019	14.99
29103 - Frontier	782-7134 9/19	775-782-7134-050279-	Paid by Check	09/16/2019	10/04/2019	10/04/2019	10/04/2019	166,59
29103 - Frontier	782-3856 9/19	775-782-3856-080802-	# 696/00 Paid by Check	09/16/2019	10/04/2019	10/04/2019	10/04/2019	59.33
32036 - Sportnim Birginger	065208840111	5	# 696699	0+00/ +1/0+	0,000			1
ozooo - obeca ani basiness	0022000101111	8224IIUUQUQ33U88	# 697735	10/11/2019	10/24/2019	10/24/2019	10/24/2019	15.00
13097 - Verizon Wireless	9839230925	842011146-00001	Paid by Check # 697765	10/01/2019	10/24/2019	10/24/2019	10/24/2019	253,25
			Account 520,055 - Telephone Expense Totals	- Telephone Ex	cpense Totals	Invoi	Invoice Transactions 5	\$509.16
Account 520,060 - Postage/Po Box Rent	tage/Po Box Rent							
25294 - FP Mailing Solutions	RI104196642	600003046	Paid by Check # 696697	09/16/2019	10/04/2019	10/04/2019	10/04/2019	45.00
			Account 520.060 - Postage/Po Box Rent Totals	Postage/Po Bo	x Rent Totals	Invoi	Invoice Transactions 1	\$45.00
Account 5.20,084 - Replacement & Repair	lacement & Repair							
2121 - Meeks Lumber	1188538	06G1570	Paid by Check # 697382	09/26/2019	10/18/2019	09/30/2019	10/18/2019	163.39
25251 - TEC Equipment Inc	5006423RS	62348	Paid by Check # 697481	09/17/2019	10/18/2019	09/30/2019	10/18/2019	11,196.84
13807 - Amazon	1L4R-PTQ4- 1RMW	A1QBL4077P7D5U	Paid by Check # 696625	09/12/2019	10/04/2019	10/04/2019	10/04/2019	62.36
11985 - Ace Hardware	136015	1236	Paid by Check # 696868	09/26/2019	10/11/2019	10/11/2019	10/11/2019	35.97
7100 - Amrep Inc	341122	GAR050	Paid by Check # 696879	09/10/2019	10/11/2019	10/11/2019	10/11/2019	2,000.76
8491 - CMC Tire Inc	50017514	5512	Paid by Check - # 696912	09/11/2019	10/11/2019	10/11/2019	10/11/2019	441.65
8491 - CMC Tire Inc	50017896	5512	Paid by Check # 696912	09/24/2019	10/11/2019	10/11/2019	10/11/2019	206.26



### S230-282356 1075650 Fadd by Check 09/16/2019 10/11/2019	Vendor	Invoice No.	Invoice Description	Status	Held Reason Invoice Date	 Due Date 	G/L Date Receive	Received Date Payment Date	Invoice Amount
1064 - Robinschment & Repair Pand by Check 109/19/2019 10/11/2019 <td>Fund 611 - Gardnerville Health & San</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>	Fund 611 - Gardnerville Health & San								
Discrimentary	Department 925 - neartn & Santration Account 520,084 - Replac	n cement & Repair							
Diagon	12198 - O'Reilly Automotive Inc	3530-280236	1075650	Paid by Check	09/05/2019			10/11/2019	6,49
Inc 3530-282-460 1075650 Fabrid by Check 09/16/2019 10/11/2019	12198 - O'Reilly Automotive Inc	3530-282356	1075650	Paid by Check # 697045	09/16/2019		10/11/2019	10/11/2019	27.33
Inc. 3530-283854 1075650 Padd by Check 09/24/2019 10/11/20	12198 - O'Reilly Automotive Inc	3530-282460	1075650	Paid by Check # 697045	09/16/2019		10/11/2019	10/11/2019	54.66
Inc 3530-283854 1075650 Paid by Check Feb (2014) 09/14/2019 10/11/2019 10	12198 - O'Reilly Automotive Inc	3530-283850	1075650	Paid by Check # 697045	09/24/2019		10/11/2019	10/11/2019	(7.30)
889948 4170 Pad by Check 09/16/2019 10/11/20	2198 - O'Reilly Automotive Inc	3530-283854	1075650	Paid by Check	09/24/2019		10/11/2019	10/11/2019	5.16
ale 2831 TOWN OF Paid by Check Point Paid by Check 09/17/2019 10/11/2019	:510 - Parts House (The)	883948	4170	Paid by Check	09/16/2019		10/11/2019	10/11/2019	62.09
sie 2831 TOWN OF GARDNER/ILLE Paid by Check Flat by Ch	:510 - Parts House (The)	884150	4170	Paid by Check	09/17/2019		10/11/2019	10/11/2019	17,98
9307064783 10228446 Paid by Check 10/02/2019 10/18/2019 10/18/2019 10/18/2019 10/18/2019 10/18/2019 10/18/2019 10/18/2019 10/18/2019 10/18/2019 10/18/2019 10/18/2019 10/18/2019 10/18/2019 10/18/2019 10/18/2019 10/18/2019 10/11/2019	6156 - Howell's Lock and Safe	2831	TOWN OF GARDNERVILLE	# 697055 Paid by Check # 697332	10/07/2019		10/18/2019	10/18/2019	20.00
F14 2856009 9-19 1 1000288600907757795 Paid by Check 10015779022 9- 2410015779022 9- 2410015779022 Paid by Check 10015779022 9- 2410015779022 9- 241188600002 Paid by Check 10015724004 9- 2411188600002 Paid by Check 10015724004 9- 2411188600002 Paid by Check 1001572019 Paid by Check 1001012019 Pa	957 - Lawson Products Inc	9307064783	10228446	Paid by Check	10/02/2019		10/18/2019	10/18/2019	60,30
2855009 9-19 1 1000285600907757795 Paid by Check SUMMARY ACCT. NO. # 697032 SUMMARY ACCT. NO. # 697032 Account 520.089 - Power Totals OU15779022 9 241001577902	Account 520,089 - Power			Account 5	20.084 - Replacement 8	Repair Totals	Invoice Tran	sactions 16	\$14,357.63
ing Account 520.089 - Power Totals Invoice Transactions 1 3 0015779022 9- 2411072224004 9- 2411072224004 9- 2411188600002 9- 24111886000002 9- 241118860000002 9- 2411188600002 9- 2411188600002 9- 24111886000002 9- 24111	924 - NV Energy	2856009 9-19 1	1000285600907757795 SUMMARY ACCT, NO.		09/25/2019	10/11/2019	10/11/2019	10/11/2019	353.82
19 19 19 19 19 19 19 19					Account 520,089	- Power Totals	Invoice Trans	sactions 1	\$353.82
0015779022 9- 2410015779022	Account 520,092 - Heatin								
1072224004 9- 2411072224004 Paid by Check # 696558 09/16/2019 09/27/2019 0	021 - Southwest Gas Corporation	0015779022 9- 19		Paid by Check # 696558	09/16/2019		09/27/2019	09/27/2019	14.40
138600002 9- 2411188600002 Faid by Check Paid by Check Paid by Check Paid by Check 10/01/2019 10/18/2019 10/04/2019 1	021 - Southwest Gas Corporation	1072224004 9-		Paid by Check	09/16/2019		09/27/2019	09/27/2019	19.85
Account 520.092 - Heating Totals Invoice Transactions 3 19-100573 0594 Paid by Check # 697385 10/01/2019 10/18/2019 10/18/2019 10/18/2019 10/18/2019 19-100284 0296 Paid by Check # 697385 10/01/2019 10/18/2019 10/18/2019 10/18/2019 19-103300 0215 Paid by Check # 697385 Account 520.093 - Utilities-Sewer Totals Invoice Transactions 3 10/18/2019 R B&G 1172121 Paid by Check # 696639 09/06/2019 10/04/2019 10/04/2019 10/04/2019	021 - Southwest Gas Corporation	1188600002 9- 19		# 696558	09/16/2019		09/27/2019	09/27/2019	15,05
19-100573 0594 Paid by Check 10/01/2019 10/18/2019 10/04/2019 10/04/2019 10/04/2019 10/04/2019 10/04/2019 10/04/2019 10/04/2019 10/04/2019 10/04/2019 10/04/2019 10/04/2019 10/04/2019 10/04/2019 10/04/2019 10/04/2019 10/04/2019 10/04/2019	COO GCT truitono	i de la companya de l			Account 520.092 -	Heating Totals	Invoice Tran	sactions 3	\$49,30
# 697385 19-100284 0296 Paid by Check 10/01/2019 10/18/2019 10/18/2019 10/18/2019 10/18/2019 10/18/2019 10/18/2019 10/18/2019 10/18/2019 10/18/2019 10/18/2019 10/18/2019 10/18/2019 10/18/2019 10/18/2019 10/18/2019 10/18/2019 10/18/2019 10/18/2019 10/04/2019	030 - Minden-Gardnerville Sanitation	19-100573	0594	Paid by Check	10/01/2019		10/18/2019	10/18/2019	21.16
# 697385 19-103300 0215 # 697385 ** 697385	istrict 030 - Minden-Gardnerville Sanitation	19-100284	0296	# 697385 Paid by Check	10/01/2019		10/18/2019	10/18/2019	17.79
19-103300 0215 Paid by Check 10/01/2019 10/18/2019 10/18/2019 10/18/2019	listrict			# 697385	100 100		0+01/0+/0+	area for for	÷
Account 520,093 - Utilities-Sewer Totals Invoice Transactions 3 : 188 .G 1295410 1172121 Paid by Check 09/06/2019 10/04/2019 10/04/2019 # 696839	i030 - Minden-Gardnerville Sanitationistrict	19-103300	0215	Paid by Check # 697385	10/01/2019		10/18/2019	10/18/2019	29.62
1295410 1172121 Paid by Check 09/06/2019 10/04/2019 10/04/2019 10/04/2019 10/04/2019 10/04/2019	Account 520 097 - Maint	C of		A	ccount 520,093 - Utilitie	Sewer Totals	Invoice Tran		\$118,49
	9647 - Belfor Property Restoration Inc	1295410	1172121	Paid by Check	09/06/2019			10/04/2019	250.27



1236	Vendor	Invoice No.	Invoice Description	Status Held Reason	son Invoice Date	Due Date	G/L Date Received Dat	Received Date Payment Date	Invoice Amount
135543 1236 200	Fund 611 - Gardnerville Health & San								
135543 1256 Pald by Check 09/05/2019 10/11/2019	Department 925 - Health & Sanitatio Account 520.097 - Maint	on t B&G							
10,144,2019 10,144,2019	11985 - Ace Hardware	135543	1236	Paid by Check # 696868	09/05/2019	10/11/2019	10/11/2019	10/11/2019	25.98
## Paid by Check 09/18/2019 09/27/2019	13807 - Amazon	16LK-467N- GGLR	A1QBL4O77P7D5U	Paid by Check # 697558	10/04/2019	10/24/2019	10/24/2019	10/24/2019	20.35
## TOGGN19 GVILLE Paid by Check 09/18/2019 09/27/20	Across 420 008 - Janier	000		Accol	int 520.097 - Mair	It B&G Totals	Invoice Transaction		\$296,33
TOCO0819 GVILLE Paid by Check Coly18/2019 G9/27/2019 G9/27	27347 - A+ Janitorial Service	TOG0719	GVILLE	Paid by Check	09/18/2019	09/27/2019	09/27/2019	09/27/2019	100.00
## TOG0919 GVILLE	27347 - A+ Janitorial Service	TOG0819	GVILLE	# 696343	09/18/2019	09/27/2019	09/27/2019	09/27/2019	100.00
136 - Rents & Leases Equipment Paid by Check Paid by Che	27347 - A+ Janitorial Service	TOG0919	GVILLE	# 050545 Paid by Check # 696864	10/02/2019	10/11/2019	10/11/2019	10/11/2019	150.00
Cocont 500 CTOW Paid by Check Coont 520.107 - Maint Equip Totals Copyright Cop	Account 520.107 - Maint	† Equip		Account 520.	198 - Janitorial Se	irvices Totals	Invoice Transaction	I s 3	\$350.00
136 - Rentis & Leases Equipment Paid by Check Paid by Ch	101 - United Electrical Services Inc	9302	GTOW	Paid by Check # 696590	09/12/2019	09/27/2019	09/27/2019	09/27/2019	45.00
136 - Rents & Leases Equipment 102661327					t 520,107 - Maint	Equip Totals	Invoice Transaction		\$42.00
102661327 1481234-3433221 Paid by Check 09/12/2019 09/127/2019 09/127/2019 1481234-3433221 Paid by Check 09/12/2019 09/127/2019 1/10/2019 1/10/2019 09/127/2019 1/10/2019 09/127/2019	Account 520.136 - Rents	s & Leases Equipm	ient						
Account 520.186 - Rents & Leases Equipment Totals Invoice Transactions 1 51	4753 - Ricoh USA Inc	102661327	1481234-3433221	Paid by Check # 696538	09/12/2019	09/27/2019	09/27/2019		165.41
0012509090819 8354110060012509 Paid by Check Paid by Che	Account 520.187 - Intern	net Expense		ACCOUNT SZULZOU - NE	ILS & Leases Equi	pinent lotals	Invoice Fransaction	us T	\$105.41
0653088091119 8354110060653088 Paid by Check points b	32036 - Spectrum Business	001250909081	9 8354110060012509	Paid by Check	09/08/2019	09/27/2019	09/27/2019	09/27/2019	72.49
0598044090819 8354110060598044 Paid by Check # 696561 09/08/2019 09/27/2019 00/24/2019 <td>32036 - Spectrum Business</td> <td>0653088091119</td> <td>9 8354110060653088</td> <td>Paid by Check # 696562</td> <td>09/11/2019</td> <td>09/27/2019</td> <td>09/27/2019</td> <td>09/27/2019</td> <td>24.99</td>	32036 - Spectrum Business	0653088091119	9 8354110060653088	Paid by Check # 696562	09/11/2019	09/27/2019	09/27/2019	09/27/2019	24.99
Paid by Check Paid by Chec	32036 - Spectrum Business	0598044090819	9 8354110060598044	Paid by Check # 696561	09/08/2019	09/27/2019	09/27/2019	09/27/2019	52.49
0012509100819 8354110060012509 Paid by Check # 697733	12997 - Douglas County Procurement Program	9-19 LOUTHAN		Paid by Check # 697280	09/27/2019	10/18/2019	10/18/2019	10/18/2019	200.00
0653088101119 8354110060653088 Paid by Check 10/11/2019 10/24/2019 10/24/2019 10/24/2019 10/24/2019	32036 - Spectrum Business	0012509100819	9 8354110060012509	Paid by Check # 697733	10/08/2019	10/24/2019	10/24/2019	10/24/2019	72,43
0598044100819 8354110060598044 Paid by Check 10/08/2019 10/24/2019 10/24/2019 10/24/2019	32036 - Spectrum Business	0653088101119	9 8354110060653088	Paid by Check # 697735	10/11/2019	10/24/2019	10/24/2019	10/24/2019	24.99
Account 520.187 - Internet Expense Totals Invoice Transactions 7 197 - Landfill Expense 19904417 10228079 Paid by Check 10/02/2019 10/18/2019 09/30/2019 10/18/2019 # 697241	32036 - Spectrum Business	0598044100819	9 8354110060598044	Paid by Check # 697734	10/08/2019	10/24/2019	10/24/2019	10/24/2019	52.49
19904417 10228079 Paid by Check 10/02/2019 10/18/2019 09/30/2019 10/18/2019 # 697241	Account 520.197 - Landfi	fill Expense		Account 520	.187 - Internet Ex	pense Totals	Invoice Transaction	ns 7	\$499.88
	15853 - Carson City Landfill	19904417	10228079	Paid by Check # 697241	10/02/2019	10/18/2019	09/30/2019	10/18/2019	19,000.22



Veligor	Invoice No.	Invoice Description	Status Held Reason	Invoice Date Due Date	Due Date	G/L Date Received	Received Date Payment Date	Invoice Amount
Fund 611 - Gardnerville Health & San	5							
Department 929 - Health & Samuation Account 520,197 - Landfill Expense	LU							
1132 - Douglas Disposal Inc	40990612 9/19 40990612	40990612	Paid by Check # 697285	10/01/2019	10/01/2019 10/18/2019	09/30/2019	10/18/2019	2,790.68
			Account 520.197 - Landfill Expense Totals	7 - Landfill Ex	pense Totals	Invoice Transactions 2	ctions 2	\$21,790.90
Account 520,198 - Recycling Expense	ing Expense							
13443 - Bently Ranch	181881	GVILLE	Paid by Check # 697227	10/09/2019	10/18/2019	10/18/2019	10/18/2019	1,347.00
			Account 520,198 - Recycling Expense Totals	Recycling Ex	pense Totals	Invoice Transactions 1	ctions 1	\$1,347.00
Account 521,100 - Professional Services	sional Services							
18470 - NCSI	143678	3100	Paid by Check	06/01/2019	10/24/2019	09/30/2019	10/24/2019	130.00
18470 - NCSI	146642	3100	Paid by Check # 697677	10/01/2019	10/24/2019	10/24/2019	10/24/2019	32.50
			Account 521,100 - Professional Services Totals	ofessional Se	rvices Totals	Invoice Transactions 2	ctions 2	\$162.50
Account 532,003 - Gas & Oil	Oil							
3814 - Flyers Energy LLC	CFS-2063177	8308	Paid by Check # 697299	09/30/2019	10/18/2019	09/30/2019	10/18/2019	1,543.75
3814 - Flyers Energy LLC	CFS-2052516	8308	Paid by Check # 696694	09/15/2019	10/04/2019	10/04/2019	10/04/2019	1,048.09
				Account 532,003 - Gas & Oil Totals	s & Oil Totals	Invoice Transactions 2	ctions 2	\$2,591.84
Account 532,028 - Uniforms	rms							
4287 - Red Wing Business Advantage	2019091001469 14692	14692	Paid by Check	09/10/2019	09/27/2019	09/27/2019	09/27/2019	85.49
Account	2		# 696533					
5785 - Alsco Inc	LREN1511358	000330	Paid by Check # 696623	09/03/2019	10/04/2019	10/04/2019	10/04/2019	4.56
5785 - Alsco Inc	LREN1513673	000330	Paid by Check # 696623	09/10/2019	10/04/2019	10/04/2019	10/04/2019	4.56
5785 - Alsco Inc	LREN1515862	000330	Paid by Check # 696623	09/17/2019	10/04/2019	10/04/2019	10/04/2019	4.56
5785 - Alsco Inc	LREN1518045	000330	Paid by Check # 696623	09/24/2019	10/04/2019	10/04/2019	10/04/2019	4.56
10314 - Work World Inc	70214	109-103	Paid by Check # 696831	09/12/2019	10/04/2019	10/04/2019	10/04/2019	94.99
13485 - Ahern Rentals	21100822-001	205304	Paid by Check # 696871	09/19/2019	10/11/2019	10/11/2019	10/11/2019	62.80
13485 - Ahern Rentals	21100844-001	205304	Paid by Check # 696871	09/19/2019	10/11/2019	10/11/2019	10/11/2019	32.25
13485 - Ahern Rentals	21114555-001	205304	Paid by Check # 696871	09/23/2019	10/11/2019	10/11/2019	10/11/2019	115.15
13485 - Ahern Rentals	21114706-001	205304	Paid by Check	09/23/2019	10/11/2019	10/11/2019	10/11/2019	85.70
			# 0200/I					D

30

Accounts Payable by G/L Distribution Report G/L Date Range 09/27/19 - 10/29/19

SALAT *10PLE & GAETT PLACES										
Vendor	Invoice No.	Invoice Description	Status	Held Reason Invoice Date Due Date	Invoice Date	Due Date	G/I Date	Received Date	Dayment Date	Received Date Dayment Date Tovoice Amount
Fund 611 - Gardnerville Health & San Department 925 - Health & Sanitation										
10314 - Work World Inc	70261-109	109-103	Paid by Check		09/20/2019	10/11/2019	10/11/2019		10/11/2019	100.00
10314 - Work World Inc	70262-102	109-103	# 69/152 Paid by Check # 507153		09/20/2019	10/11/2019	10/11/2019		10/11/2019	79.99
13807 - Amazon	16LK-467N- GGLR	A1QBL4077P7D5U	# 697152 Paid by Check # 697558		10/04/2019	10/24/2019	10/24/2019		10/24/2019	66.66
				Account	Account 532.028 - Uniforms Totals	forms Totals	Invoi	Invoice Transactions	13	\$774.60
Account 532,056 - Subscriptions 12997 - Douglas County Procurement 9-19 Program	iptions 9-19 DALLAIRE COMMUNITY DEVELOPMEI	COMMUNITY DEVELOPMENT	Paid by Check # 697280		09/27/2019	09/27/2019 10/18/2019	10/18/2019		10/18/2019	1,333.80
Account 533,800 - Office Supplies	Supplies			Account 532.0	Account 532,056 - Subscriptions Totals	otions Totals	Invoi	Invoice Transactions	ਜ	\$1,333.80
8479 - Tahoe Supply Company	1019639	0002596	Paid by Check		09/26/2019	10/18/2019	09/30/2019		10/18/2019	107.53
13807 - Amazon	14QT-NYY1- MM9C	A1QBL4077P7D5U	Paid by Check # 696625		09/10/2019	10/04/2019	10/04/2019		10/04/2019	(8.99)
26819 - Jody L Martin	9-19 WALMART	REIMBURSEMENT	Paid by Check		09/22/2019	10/04/2019	10/04/2019		10/04/2019	68.9
12997 - Douglas County Procurement Program	9-19 LOUTHAN GVILLE	GVILLE	Paid by Check		09/27/2019	10/18/2019	10/18/2019		10/18/2019	11.10
8479 - Tahoe Supply Company	1019774	0002596	Paid by Check		10/03/2019	10/18/2019	10/18/2019		10/18/2019	8.95
13807 - Amazon	1R6D-GM99- TFT7	A1QBL4077P7D5U	Paid by Check # 697558		10/03/2019 10/24/2019	10/24/2019	10/24/2019		10/24/2019	5.49
				Account 533,800 - Office Supplies Totals	00 - Office Su	pplies Totals	Invoic	Invoice Transactions	9	\$130.97
			Det	Department 925 - Health & Sanitation Totals	lealth & Sanit	tation Totals	Invoic	Invoice Transactions	. 92	\$46,193.63
: :			Fun	Fund 611 - Gardnerville Health & San Totals	rville Health	& San Totals	Invoic	Invoice Transactions 76	. 92	\$46,193.63
* = Prior Fiscal Year Activity						Grand Totals	Invoic	Invoice Transactions 178	178	\$275,166.28

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Gardnerville Town Board AGENDA ACTION SHEET



Item No. 3.

- 1. <u>For Possible Action</u>: Approve, approve with modifications, or deny the Health and Sanitation Department Monthly Report of activities. (Marie Nicholson)
- 2. Recommended Motion: Approve September Health and Sanitation Department Monthly Report
- 3. Financial Impact:
- 4. Department: Health and Sanitation
- 5. Prepared by: Marie Nicholson
- 6. Meeting Date: November 5, 2019
- 7. Time Required: 5 minutes
- 8. Agenda: Consent
- 9. Other Agency Review of Action: N/A
- 10. Board Action:
- 11. Background Information: See attached.



Gardnerville Town Board HEALTH & SANITATION REPORT

Prepared by: Marie Nicholson, Office Specialist

Trash (September landfill)

Residential Accounts	1846 - total
Single Family	1788
Duplex	16
Triplex	3
Fourplex	9
Sixplex	1
Office Residential	29
Commercial accts	236
Greenwaste accts	1429
Cleanup dumpsters	12
X cans	328
# new residential accts	2 new, 24 transferred
# new commercial accts	0 new, 0 transferred
Minimum User	23
Total tons - trash	343.68
Total tons - greenwaste	44.90

Credit Cards & E-Checks (September)

Total Amount	\$1	.1,109.58
Total Transactions		77
Visa	47	\$ 5402.39
MasterCard	6	\$ 1242.60
AMEX/Discover	1	\$ 98.44
E-Checks	23	\$ 4366.15

Gardnerville Town Board

AGENDA ACTION SHEET

Item No. 4.



- 1. For Possible Action: Recommend approval, recommend approval with modifications, or recommend denial to the Douglas County Board of County Commissioners of a Douglas County Outdoor Festival Entertainment Event Application by Carson Valley Chamber of Commerce for the 24th Annual Parade of Lights, December 7, 2019 starting at Heritage Park and ending in Minden Park, and a waiver of associated street closure fees by Town of Gardnerville. This event includes closures of the following Town maintained streets from 3:00 p.m. to 8:00 p.m.: Gilman Avenue, South Ezell Street and Eddy Street. (Erik Nilssen)
- Recommended Motion: Recommend approval to the Douglas County Board of County Commissioners of a Douglas County Outdoor Festival Entertainment Event Application by Carson Valley Chamber of Commerce for the 24th Annual Parade of Lights, December 7, 2019 from 3:00 p.m. to 8:00 p.m.
- 3. Financial Impact: N/A
- 4. Department: Administration
- 5. Prepared by: Carol Louthan
- 6. Meeting Date: November 5, 2019
- 7. Time Required: 5 minutes
- 8. Agenda: Consent
- 9. Other Agency Review of Action: Douglas County, Town of Minden, NDOT
- 10. Board Action:
- 11. Background Information: All the necessary paperwork has been submitted by the applicant for the Town to recommend approval subject to approval of the NDOT Temporary Occupancy Permit. The NDOT permit has been applied for. The appropriate certificates of liability insurance have been provided. The traffic control plan is sufficient and should allow for the safe control of vehicles.

KATHY LEWIS, CLERK-TREASURER OUTDOOR FESTIVAL ENTERTAINMENT EVENT APPROVAL FORM 775 782-9014 FAX 775-782-9016

DATE: OCTOBER 9, 2019

FROM: KATHY LEWIS, CLERK-TREASURER

SUBJ: OUTDOOR FESTIVAL ENTERTAINMENT EVENT APPLICATION

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

The event is an application for the 24th ANNUAL CHAMBER OF COMMERCE PARADE OF LIGHTS, to be held on, Saturday, December 7, 2019, from 3:00 p.m. to 8:00 p.m., starting from Eddy Street in Gardnerville, running North on Highway 395, turning left onto Esmeralda Avenue and finishing at the Minden Park in Minden, Nevada.

Please review the application(s), print this page, and return your signed response to Carol A. McCulloch, in the Clerk-Treasurer's Office, no later than Wednesday, October 16, 2019.

PLEASE RUSH!!! THIS ITEM IS SCHEDULED for the Thursday,

November 7, 2019 Commissioners Meeting.

	(plea	ase do not c	letach)	
ATE:				
PPROVE: YESNO_				
EPOSIT RECOMMENDED:	YES	NO	; if yes, amount \$	
OMMENTS/CONDITIONS:_				
				·•
			•	
IGNED:				

OUTDRFST.LTR/REV/10-9-19

RECEIVED

OCT ~ 9 2019

OUTDOOR FESTIVAL LICENSE APPLICATION

Douglas County Clerk

Application Date	October 3, 2019	Date(s) of Event: D	ecember 7	, 2019
Name of Event:	Carson Valley Chamber of Comm	nerce Parade of Lights		
Location of Ever	t; From Eddy Street running North on (Address or Legal Descrip	n Highway 395 lurning left on Esmeralda tion)	and finishing	g at Minden Park
Applicant's name	e: Carson Valley Chamber of Cor	mmerce		
Contact's name:	Alcia Main and Bill Chernock (If different than applicant	t)		
Mailing address:	1477 Hwy 395 N., Suite A	Gardnerville	NV	89410
Physical address (If different):	Street or P.O. Box	City	State	Zip Code
(2) differences	Street	City	State	Zip Code
Phone #(s): <u>78</u>	2-8144 (Business)	(Home) 7	75-450-496	69 (Cell)
Is the applicant a	a(n): 🗹 Corporation 🔲	Partnership 🗆 Individual	Otl	her
If corporation or	partnership, please list co	rporate officers or partners	:	
Name	Addres	S	Title	
David Brady			-Preside	ent
Jack Jacobs			Preside	ent Elect
Bill Chernock			Execut	ive Director
Alicia Main			Chamb	oer Manager
24th Annual Cha		ade of Lights, starting fron Esmeralda and finishing a		
Hours of operatio	n: 3:00PM to 8:00PM		·	
	of the designated event roority to bind the applicant	epresentative that will be o	n-site d	luring the event
Vill an admission	fee be charged for your e	event? Yes 🗹 No If yes,	\$ amou	ınt:
Vhen will fee be o	collected? Pre-sales	At entrance		

List approximate number of participants:	200-300		
List approximate number of spectators:	2000-3000		
List expected peak number of spectators	2000-3000 .		_
Will alcoholic beverages be served? Ye (all liquor vendors must be individually lie	es No censed with Do	ouglas Co	unty Sheriff's Office)
Will food and/or beverages be served? (all concessionaires must be licensed and to NRS chapter 446.)		r a valid I	nealth department permit pursuant
Will there be live music? ☐ Yes ☑ No			
- If Yes, Name of Performer(s)		, Tyr	pe of Music
Name of Insurer: Warren Reed Insurance			
Limits of liability: See attached Certificate of Liab	oility Insurance		
Address of Insurer: 1521 Hwy 395 N.	Gardnerville	NV 894	10
Street	City	State Z	ip code
Policy number: 53SBAAJ9976		4	
I, the undersigned, have answered all que knowledge all answers are true and correct misleading or incorrect answers could rest does not authorize the conducting of any l on of such business before a permit is issu	ct. I further un ult in the denia business for w	derstand al of the p hich a per	that disclosure of any false, ermit. The filing of the application mit is required, and any carrying
Circo - h			11-3-15
Signature of Applicant			
Alicia Main	A	icia@carson	valleynv.org
Name of Applicant			tact Email Address

FESTIVAL PLANS:

(MUST BE COMPLETED - ATTACH ADDITIONAL PAGES IF NECESSARY)

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

Describe law enforcement protection plan (§ 5.12.120(A))		
DCSO will-provide-security along Parade route with volunteers (Search and Rescue		
providing Traffic Control.		
Describe plan for location and supply of water facilities (§ 5.12.120(B))		
Water is available from businesses along Parade route.		
Describe food concessions plan (§ 5.12.120(C))		
None		
Describe toilet facilities plan (§ 5.12.120(D))		
N/A but businesses along Parade route may provide toilet facilities.		
Describe trash cans and litter plan (§ 5.12.120(E))		
Each of the towns street cleaners will clean streets after parade.		
Describe medical facilities plan (§ 5.12.120(F))		
Gardnerville and Minden Fire Departments are located at both ends of the Parade route and would be able to provide Medical aid.		
Describe fire protection plan (§ 5.12.120(G))		
Gardnerville and Minden Fire Departments are located at both ends of the Parade oute and would be able to provide Fire coverage.		

Parking is available on back streets and side	streets along Parade route.
Describe location of on-site headquarters o	or contact information (§ 5.12.120(J))
Chamber of Commerce and Bill Chernock/Alic Bill Chernock 775-720-9490 Alicia Main 775	
Describe illumination plan (§ 5.12.120(K))	
A STATE OF THE PROPERTY OF THE	
N/A	
Describe overnight camping facilities plan (§ 5.12.120(L))
N/A	
Describe communication system plan (§ 5.12.	.120(Q))
Chamber of Commerce and Bill Chernock/Alic Bill Chernock 775-720-9490 Alicia Main 775	
What provisions will be made for numbers of 5.12.040)	of spectators in excess of the estimate
\/A	

CONTRIBUTORS & INVESTORS LIST

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

Use additional sheets if necessary.

ivame	Address
Carson Valley Chamber of Commerce	1477 Highway 395, Gardnerville, NV-89410
•	
	######################################
	•
	,
A 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	

PROPERTY OWNER AFFIDAVIT

STATE OF NEVADA)) ss: COUNTY OF DOUGLAS)	
I,	
Location of Event:Address or Legal Description	
Signed	
Subscribed and sworn to before me this day of, 20,	
*Owner refers to the following. Please mark the appropriate box.	
□ OWNER/JOINT OWNER	
☐ CORPORATE OFFICER/PARTNER	
POWER OF ATTORNEY (Provide copy of Power of Attorney)	
AGENT (Notarized letter from property owner giving legal authority to agent)	
LETTER FROM GOVERNMENT AGENCY WITH STEWARDSHIP	
Douglas County Clerk's Office	
∨OR~	
Notary Public in and for said county and state	
ly commission expires:	

TEMPORARY

Milepost:	NDOT District II
District Permit No.:	
Applicant:	
Type of Activity:	
FOR DEPART	MENT USE ONLY

APPLICATION AND PERMIT FOR TEMPORARY OCCUPANCY OF NEVADA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY (Under the Provisions of NRS 408.423 and 408.210)

1.	Location where the event and/or	occupancy is proposed:
	US Highway 395,	from Eddy Street (Gardnerville north to Esmeralda Ave (Minden)
	Local name of highway	Street address or nearest cross street
	between Milepost	and Milepost
2.	Describe the event in detail, includate and time of the event. Pleas	iding the number of participants, the proposed route, the proposed se attach plans and/or drawings of the proposed route.
24th A	Annual Parade of Lights presented t	by the Carson Valley Chamber of Commerce.
Аррго	ximately 200 participants, 2000-300	00 Spectators
Route	: US Highway 395 fro Eddy Street i	n Gardnerville north to Esmeralda Ave in Minden,
State	of Nevada	
Мар о	of Route and Route Signs attached.	
EVE	NT DATE(s):	
	nber 7th, 2019 Saturday 4pm (1600) to 8pm (2000)
3.	SPECIFIC TERMS AND CONDIT	IONS FOR THIS PERMIT ARE LISTED ON PAGES 2 & 3.
4.	THE PERMIT SHALL BE SIGNED	AND RETURNED TO THE DISTRICT OFFICE.
Alicia	Main	Alicia Main, Chamber Manager
Name	of PERMITTEE	Name and Title (Please print)
	US Highway 395, Suite A	alla ma
Addres		Signature
	nerville, Nevada 89410	Office (775)-782-8144 / Cell (775)-450-4969
• •	State, Zip	Telephone/Fax
	r 3, 2019	
Date of	f Application	

t Permit No.: ADDITIONA	L TERMS AND CONDITIONS
The permit shall be signed by PERMITTEE on Pag be valid until the SIGNED original permit has been	e 1 and returned to the district office. The permit shall not n received by the district office.
This temporary permit expires upon completion of	the event.
and must be shown to any representative of the Dep	r a conformed copy, shall be kept at the site of the event partment of Transportation or any law enforcement officer DIF THE PERMIT IS NOT AT THE SITE AS PROVIDED.
The PERMITTEE , in addition to obtaining the temperany and all other permits required by State law or leaves	orary Right-of-Way Occupancy Permit must also obtain ocal ordinances.
employees against any and all liability, loss, damage be required to pay by reason of death, disease, of destruction of, or loss of use of any property, including of or incident to activities contemplated by this perm or omission of the PERMITTEE, or its contractors, BY THE OFFICERS, AGENTS, OR EMPLOYEES	rmless the State of Nevada and its officers, agents, and e, cost and expense which it or they may incur, suffer, or or bodily injury to any person or persons, or injury to, ng property belonging to the State of Nevada, arising out lit, and proximately caused, in whole or in part, by any act agents, or the employees of any one or all of them OR OF THE STATE OF NEVADA, unless it is established by a willful misconduct or gross negligence of the officers,
This application must have the following signatures	of approval before being processed by the district office:
Nevada Highway Patrol By: Span 19	By: 10-84-19
Special conditions / requirements or other comments (i.e. escorts, traffic control, contact area supervisor, or N/A):	Special conditions / requirements or other comments (i.e. escorts, traffic control, contact area supervisor, or N/A):
DCXC HANDLENG ALL TEAFFE	
CONTROL PER MIELEA MINEN.	
ADDITIONAL TERMS AND CONDITIONS ON PAG	GE 3. ***
	<u></u>
District II Permit Office Date	
porary Right-of-Way Occupancy permit is granted to 408 NRS, and subject to the terms and conditions s	the PERMITTEE in accordance with the provisions of stipulated to perform the activity described.
Dated thisday of	, 20
STATE OF NEVADA, DEPARTMEN	NT OF TRANSPORTATION
Director or	District Engineer
	The permit shall be signed by PERMITTEE on Pag be valid until the SIGNED original permit has been This temporary permit expires upon completion of The temporary Right-of-Way Occupancy Permit, o and must be shown to any representative of the Degon demand. THE EVENT SHALL BE SUSPENDED THE PERMITTEE, in addition to obtaining the temp any and all other permits required by State law or I The PERMITTEE agrees to indemnify and save ha employees against any and all liability, loss, damag be required to pay by reason of death, disease, destruction of, or loss of use of any property, included of or incident to activities contemplated by this perm or omission of the PERMITTEE, or its contractors, BY THE OFFICERS, AGENTS, OR EMPLOYEES the PERMITTEE that the proximate cause was the agents, or employees of the State of Nevada. This application must have the following signatures Nevada Highway Patrol By: Special conditions / requirements or other comments (i.e. escorts, traffic control, contact area supervisor, or N/A): ADDITIONAL TERMS AND CONDITIONS ON PAGE of the permit of the permit of the permit of the permit is granted to the terms and conditions is granted to the permit of

NDOT District II 310 Galletti Way Sparks, NV 89431

OVERALL VIEW PARADE OF LIGHTS PATH AND NDOT DETOURS



LEGEND

BYPASS

: PARADE ROUTE

LOADING ZONE FLOAT RETURN ROUTE

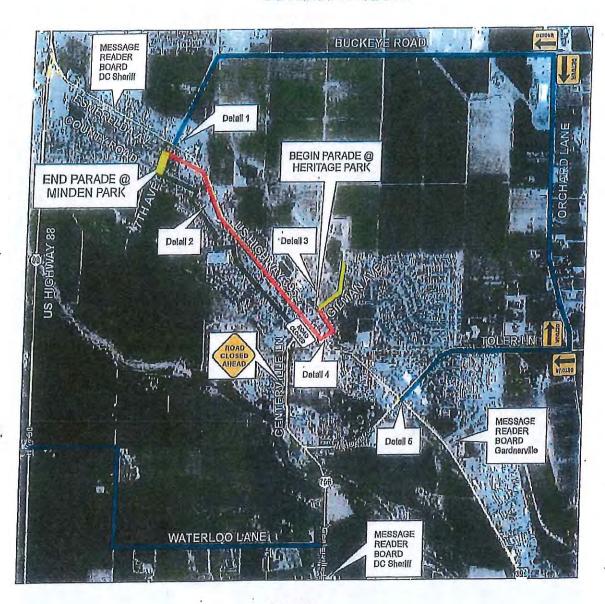
Gardnerville Neyada

Date: 12/01/2015 Author: GAL Project: PARADE OF LIGHTS

Comments:

OVERALL VIEW OF DETOUR AND PARADE PATH

OVERALL VIEW OUTLIER SIGNAGE



Manifest

2 x detour (L) M4-9

2 x detour (R) M4-9

1 or road closed ahead W20-3

1 or road closed R11-2 R11-2

LEGEND

BYPASS

PARADE ROUTE

LOADING AND UNLOADING ZONE

FLOAT RETURN ROUTE

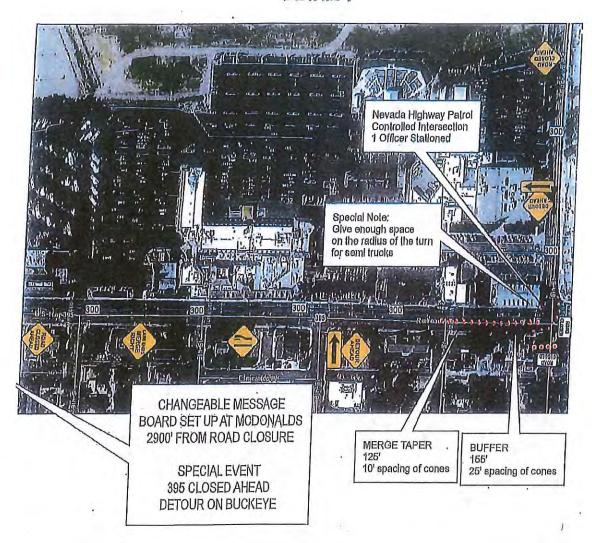


Date: 10/21/2016 Author: GAL Project: PARADE OF LIGHTS

Comments:

OVERALL YIEW OF DETOUR AND PARADE PATH

US HIGHWAY 395 and BUCKEYE ROAD PARADE OF LIGHTS DETAIL 1

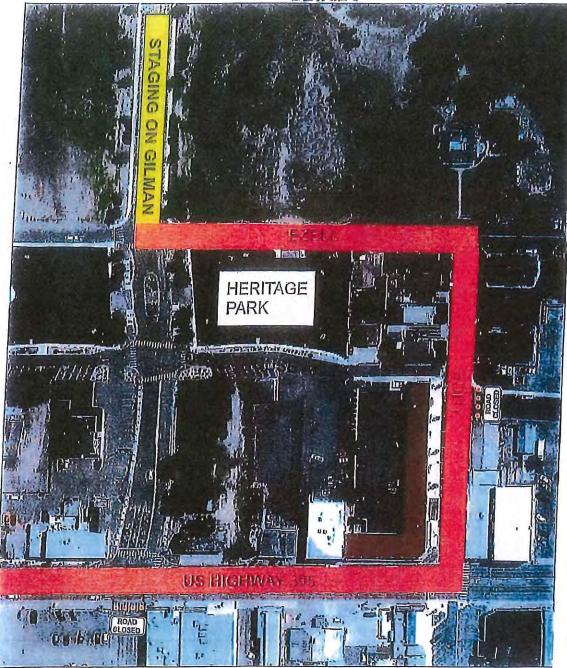


Manifest 26 x Barrel 2 x road closed ahead W20-3	Legend Barrel			
1 x Jane ends merge right W9-2R 1 x road narrows W4-2		Date: 10/21/2016 Author: GAL Project: PARADE (OF LIGHTS	
1 x large arrow WI-6 2 x detour ahead W20-2	Gardnerville	Comments: US HIGHWAY 395 and BUCKEYE ROAD		A
2 x R11-2 road closed R11-2 1 x large arrow (R) W1-6	Nevada	HWY PATROL CONTROLLED INTERSECTION		,

MINDEN DOWNTOWN PARADE OF LIGHTS DETAIL 2



HERITAGE PARK PARADE OF LIGHTS DETAIL 3



Legend

Barrel

Manifest

8 x Barrel

2 x R11-2 road closed R11-2

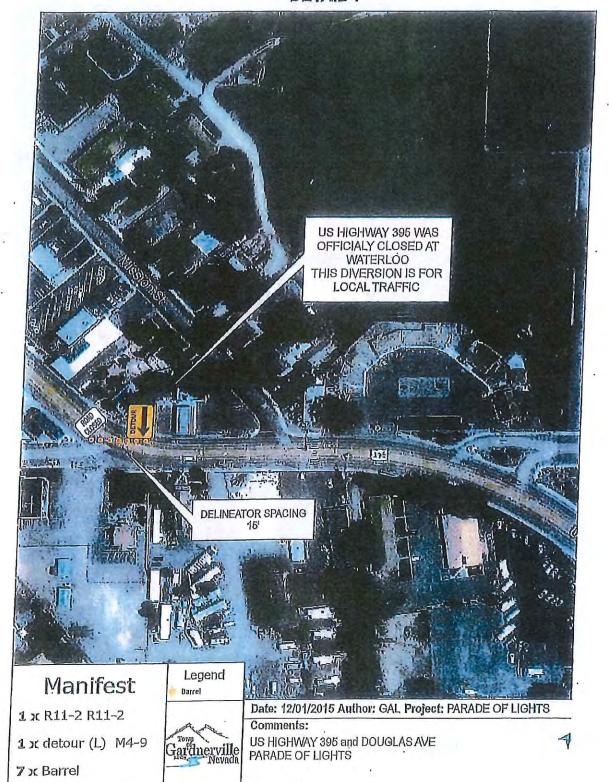


Date: 12/01/2015 Author: GAL Project: PARADE OF LIGHTS

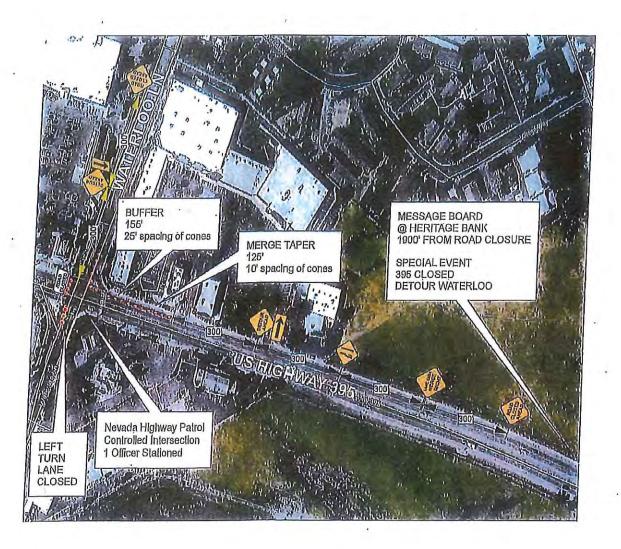
Comments:

HERITAGE PARK PARADE OF LIGHTS

US HIGHWAY 395 and DOUGLAS AVENUE PARADE OF LIGHTS DETAIL 4



US HIGHWAY 395 and WATERLOO DETOUR PARADE OF LIGHTS DETAIL 5



Manifest

2 x road closed ahead W20-3

2 x Jane ends merge right W9-2R

1 x road narrows W4-2

2 x detour alread W20-2

1 x large arrow W1-6

1 x large arrow (R) W1-6

25 x-Barrel

1 x R11-2 road closed R11-2

Legend





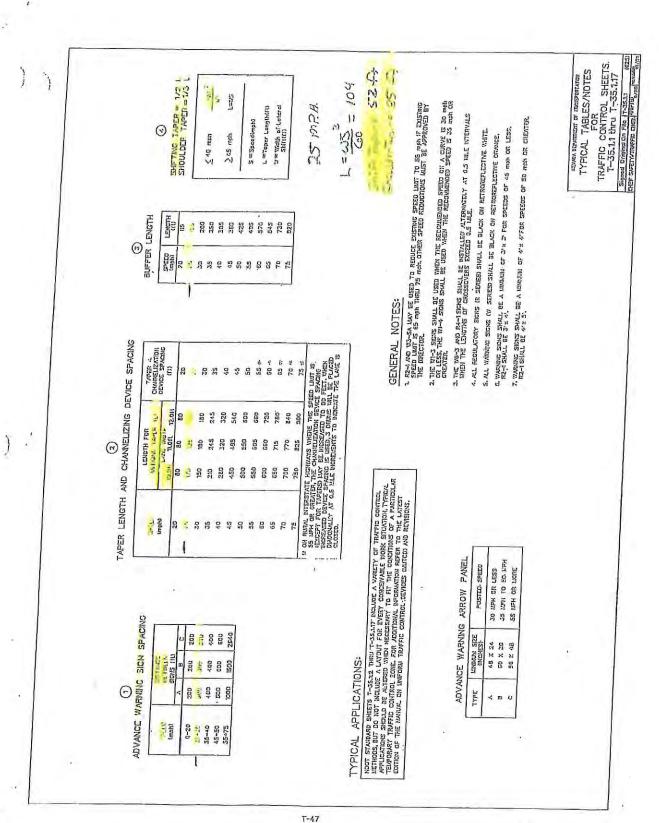
Date: 10/21/2016 Author: GAL Project: PARADE OF LIGHTS

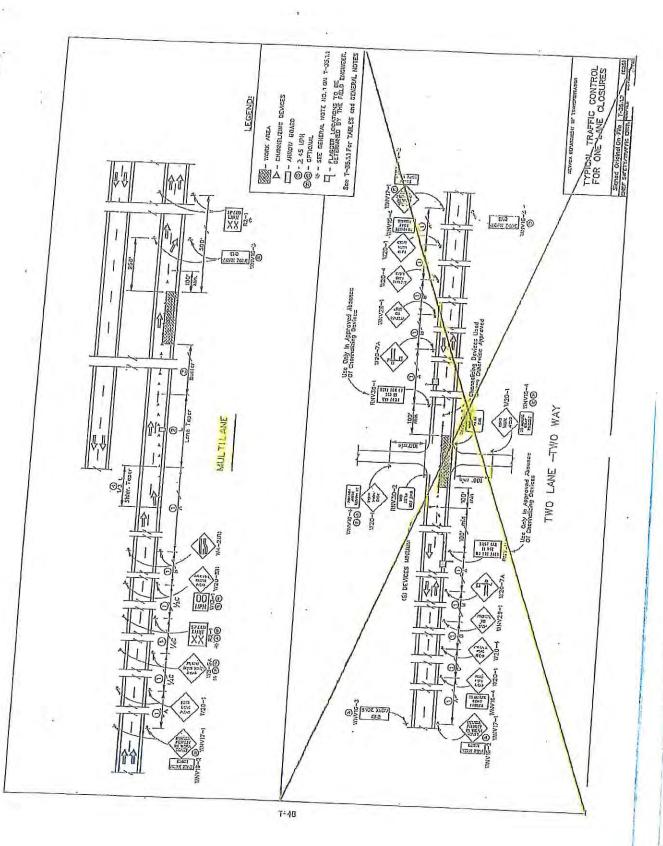
Comments:

US HIGHWAY 395 and WATERLOO LANE



HIGHWAY PATROL CONTROLLED INTERSECTION





Parade Of Lights - 2019

Overall View Sheet:

2	DETOUR (L)	M4-9	
2	DETOUR ®	M4-9	
1	ROAD CLOSED AHEAD	W20-3	
1	ROAD CLOSED	R11-2	

Contacts:

Chamber of Commerce:

Alicia Main

Chamber Manager Office: (775) 782-8144 Cell (775) 450-4969

Detail 1 - Buckeye & 395 Sheet:

28	BARRELS OR CONES	
2	ROAD CLOSED AHEAD	W20-3
1	LANE ENDS MERGE RIGHT	W9-2R
1	RAOD NARROWS (SYMBOL)	W4-2
2	LARGE ARROW	W1-6
2	DETOUR AHEAD	W20-2
1	ROAD CLOSED	R11-2

|--|

4	BARRELS OR CONES		
1	ROAD CLOSED	R11-2	

7	BARRELS OR CONES	C
1	ROAD CLOSED	R11-2
1	DETOUR (L)	M4-9

Detail 2 - Minden Sheet:

32	BARRELS OR CONES	
1	ROAD CLOSED AHEAD	W20-3
1	LANE ENDS MERGE RIGHT	W9-2R
1	ROAD NARROWS (SYMBOL)	W4-2
2	LARGE ARROW	W1-6
2	DETOUR AHEAD	W20-2
1	ROAD CLOSED	R11-2

Emergency:

DC Sheriffs Office

911

NDOT:

Jean Allen

Permits Office

Tara Smaltz

Traffic Permit Contact

(775) 834-8320

SIGNS:

Town of Minden

JD Frisby

(775) 782-5976

Town of Gardnerville

Erik Nilssen (775) 782-7134

Gardnerville Message Board Ahern Rentals

(775)-782-6100

Sheriff Message Board

Captain Duffy

Message Boards Will Read

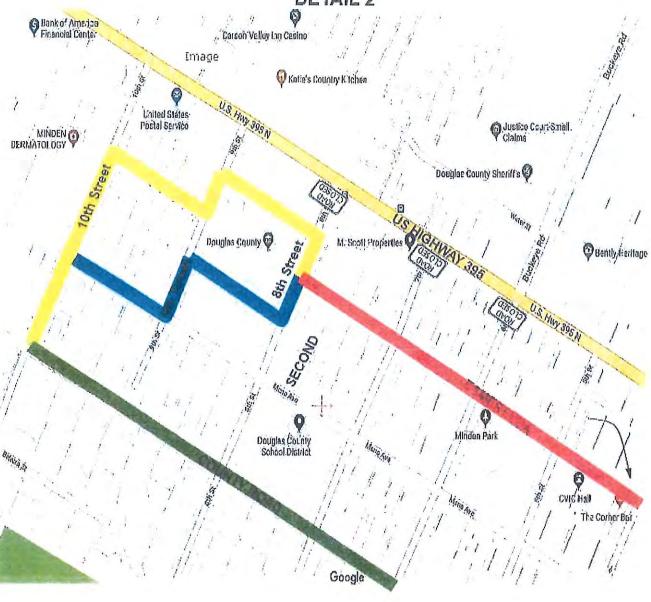
SPECAIL EVENT AHEAD

HWY 395 CLOSED **USE BUCKEYE**

SPECAIL EVENT AHEAD HWY 395 CLOSED

USE WATERLOO

MINDEN DOWNTOWN PARADE OF LIGHTS DETAIL 2



LEGEND

PARADE ROUTE

EVEN NUMBERED FLOAT RIDER DROPOFF

ODD NUMBERED FLOAT RIDER DROPOFF

FLOAT RETURN ROUTE



Date: 11/20/2018 Author: LACOST Project: PARADE OF LIGHTS

Comments:

MINDEN DOWNTOWN ROUTE AND TRAFFIC PLAN

INSURANCE, HOLD HARMLESS & INDEMNIFICATION REQUIREMENTS FOR AN OUTDOOR FESTIVAL LICENSE APPLICATION

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

INDEMNIFICATION & HOLD HARMLESS

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

INSURANCE REQUIREMENTS

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

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

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

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

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

Carson Valley Chamber of Commerce Parade of Lights	December 7, 2019		
Name of Event	Date of Event		
Alicia Main			
Applicant's name (printed)			
11, 22 22	10 3-19		
Applicant's signature	Date		

CARSO47

OP ID: DR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/04/2019

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

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s) CONTACT Alan G. Reed 775-782-2277 PRODUCER Warren Reed Insurance, Inc. FAX (A/C, No): 775-782-7387 PHONE (AJC, No, Ext): 775-782-2277 1521 Highway 395 North Gardnerville, NV 89410 Alan G. Reed ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # 29424 INSURER A: The Hartford INSURED Carson Valley Chamber 1477 Hwy 395 N. STE A Gardnerville, NV 89410 INSURER B: INSURER C: INSURER D: INSURER E INSURER F : **COVERAGES** CERTIFICATE NUMBER: REVISION NUMBER THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER LIMITS 1,000,000 X COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE CLAIMS-MADE X OCCUR DAMAGE TO RENTED PREMISES (Ea occurrence) 50,000 09/10/2019 09/10/2020 53SBAAJ9976 Х 5,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 2,000,000 POLICY PRO-PRODUCTS - COMP/OP AGG OTHER COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED AUTOS BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) HIRED ONLY NON-OWNED ADTOS ONEY UMBRELLA LIAB occur EACH OCCURRENCE EXCESS LIAB CLAIMS-MADE AGGREGATE DED RETENTIONS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY STATUTE | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space is required) The below mentioned certificate holder is added as an additional insured with respects to the Parade of Lights CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **Douglas County** P.O. Box 218

A CORD 25 (2016/03)

Minden, NV 89423

ACORD

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AUTHORIZED REPRESENTATIVE

Alan G. Reed

CARSO47

OP ID: DR



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/04/2019

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

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internal Revenue Service

Distilet Distilet Department of the Treesury

300 N. Los Angalos Stract, MB 7043 Los Angoles, CA 80012

CARROS VALLEY CHAMBER OF CORMERCE AND PERIODS ADTROUTE, FEC. 1512 157 395, SDITE 1 CAEDS VILLE, NY 89410 Parkon to Contact: L HAMPACIAN Telephone Number: (211) 894-2336

Refer Reply to: BO(0507)97 Date: AUCUSE 11, 1997

Deer Tempeyer:

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

Our records indicate that this organization was recognized to the exampl from Federal income tex indernate 1975es described in sphermal Revenue code Section SUL(o)(08).

the exempt status for the determination letter issued in surreplant 1873 continues to be in offset.

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

Sinceraly,

Spanne

Disclosure Assistant

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ATHEOPICE OF THE STATE OF NEVADA

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ARTICLES T

The same of the corporation shall remain as the CARSON VALLERY CHANGES OF CONNENCE AND VIRINORS AUTHORITY, INCORPORATED.

MITTER V

The period of existence of this corporation chall be parpatual, unique there is a serger or dissolution pursuant to les. WESSELLING AT

Amopt so otherwise provided by law and Chapter 35 of and, no action may be brought against any officer or director of this corporation based upon any act or calculon origing from feilure in his or her official capacity to emercise due care regarding the management of operation of this corporation unless the est or calculos involves incorticant electrons. Frend or incring violetion of the law.

ANTIQUE IX

The Restated and Receded Artifles of Incorporation were approved by resolution of the sembars.

Carean Valley Chambes of Commerce & Visitines	Authority	C339-1945
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ARTHUDE Y

Except as otherwise provided by law and Chapter 35 of

Except as otherwise provided by law and Chapter 32 of MLS, no action way be brought equinat any officer or director of this corporation based upon any act or oscientam arising from failure in his or has official capacity to exercise the care regarding the management or operation of this corporation unless the not or omission involves intentional misconduct, fraud or loosing violation of the law.

HELDONE IN

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

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

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ARTICLE IV

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

ARTICLE V

The period of existence of this corporation shall be perpetual, unless there is a merger or dissolution pursuant to Chapter 62 of the Mayada Revised Statutes.

ARTICLE VI

Except as otherwise provided in NRS 02.136 and 82,536 and Chapter 35 of MRS, as astim may be brought against any officer or director of this corporation based upon any act or caission arising from failure in his or her official capacity to exercise due care regarding the management or operation of this corporation unless the act or caissics involves intentional misconinct, fraud or knowing violation of the law.

ARTICLE VII

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

Jim McFarland

1520 Church Street, Gardnerville, MV 09410

Miles Terzich

1470 Highway 395 Gardnarville, MV 89410

Bill Henderson

1627 U.S. Highway 395 N., Hinden, NV 89423

Roxanne Stangle

P.O. Box 217, Minden, NV

June Wicheli

P.O. Box 2048, Minden, NV 89423

Sandy Cable

P.O. Box 927, Minden, NV

Diane Pettitt

P.O. Box 43, Gardnerville, NV 89410

Jim EnEarl

1679 Toni Court, Minden, NV 89423

Fran Houle
Ray Lumens
Rance Mack
Sheila Plimpton
David Fumphray
Bon Squires
Suzy Stockdale

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P.O. Box 1616, Gardnerville, NV 89410
P.O. Box 667, Gardnerville, NV 89410
P.O. Box 154, Minden, NV 89423
1795 Ironwood Drive, Minden, NV 89423
P.O. Box 623, Minden, NV 85423
1970 Cometock, Gardnerville, NV 89410
1650 Lucerne, Minden, NV 89423

ARTICLE VIII

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

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the liability of any officer or director for acts or omissions which involve intentional misconduct, fraud or a knowing violation of the law, or for payment of dividends in violation of NRS 78,306.

STATE OF NEVADA

AA.

COUNTY OF DOUGLAS

The undersigned, JIH MCFARLAND, President of the Carson Valley Chamber of Commerce and Visitor's Authority, Inc., after first being duly exorm, deposes and says that he have read the foregoing Certificate of Restated and Amended Articles of Incorporation of the Carson Velley Chamber of Commerce and Visitor's Authority, Inc. and that by a vote of 14 Board of Directors, being all of the Board of Directors present, the undersigned President has been authorized to execute the foregoing Certificate by a Resolution of the Board of Directors adopted on the 4th day of October, 1995, and that this Certificate correctly sets forth the text of the Articles as restated and amended as of this date.

Jim MCFARLAND, President

SUBSCRIBED AND SWORN before me

this M day of Milah , 1995.

ROTARY FUBLIC

MILCS TERZICH

Notary Publis - Chair of Navardo

Applicated Research in Depts Company

In Application Teacher at 12 (12)

STATE OF NEVADA

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COUNTY OF DOUGLAS

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

ACTANNE STATULE, Asking Socretary

SUBSCRIBED AND SWORE before no

this 3rd day of November, 1995.

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ECTABY PUBLIC

RESOLUTION OF THE SCARD OF DIRECTORS OF THE CARSON VALLEY CHANGER OF COMERCE AND VISITOR'S AUTEDRITY. INC.

A Wavada Corporation

On the 6th day of Ostobar, 1995, at a regularly scheduled meeting of the Board of Directors of the Carson Valley Chamber of Commerce and Visitor's Authority, Inc., it having been brought to the attention of the Board that the original Articles of Incorporation expire on or about Movember 26, 1995, and after motion being made and duly seconded, a quorum of the Board of Directors being present, the following resolution was unanimously passed:

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

APPICES T

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

ARTICLE II

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

article III

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

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

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

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

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

ARTICLE IV

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

ARTICLE Y

The period of existence of this corporation shall be perpetual, unless there is a warger or dissolution pursuant to Chapter 92 of the Nevada Revised Statutes.

ARTICLE VI

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

ARTICLE VII

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

proceeding which they, or any of them, are made parties, or a party, by reason of having been or being directors or officers or a director or an officer of this corporation, except in relation to matters as to which any such director or officer or former director or officer shall be adjudged in such action, suit or proceeding to be liable for intentional misconduct, fraud or knowing violation of Such indemnification shall not be deemed exclusive of any other rights to which those indemnified may be entitled, under any Notwithstanding any other By-Law, agreement or otherwise. provision of these Articles, no director or officer of this corporation shall be personally liable to the corporation or its stockholders for damages for breach of flicholary duty as a director or officer. This limitation of personal liability does not limit the liability of any officer or director for acts or calesions which involve intentional misconduct, fraud or a knowing violation of the law, or for payment of dividende in violation of MRS 78.300.

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

JOHN HIPAHLAND, President

,J. .

ATTEST:

Moderne Grandle Acting Secretary

STATE OF DEVAMA) 38 COUNTY OF DOUBLAG)

on thic AL day of CLTSLA., 1995, personally appeared before me, a Notary Public, JTM MCFARLAND and ROXAMME STANGLE, known to me to be the President and Acting specretary, respectively, of the Carson Valley Chamber of Commerce and Visitor's Authority, Inc., who acknowledge that they executed the above Resolution.

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CERTIFICATE OF LIABILITY INSURANCE

OP ID: DR

DATE (MM/DD/YYYY) 10/09/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Alan G. Reed 775-782-2277 PRODUCER Warren Reed Insurance, Inc. 1521 Highway 395 North Gardnerville, NV 89410 Alan G. Reed FAX (A/C, No): 775-782-7387 PHONE (A/C, No, Ext): 775-782-2277 INSURER(S) AFFORDING COVERAGE 29424 INSURER A: The Hartford INSURED Carson Valley Chamber 1477 Hwy 395 N, STE A Gardnerville, NV 89410 INSURER B INSURER C: INSURER D : INSURER E INSURER F: **REVISION NUMBER** COVERAGES CERTIFICATE NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP POLICY NUMBER LIMITS TYPE OF INSURANCE 1,000,000 A X COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE 50.000 DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR 09/10/2019 09/10/2020 53SBAAJ9976 Х 5,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 2,000,000 POLICY PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY ANY AUTO BODILY INJURY (Per person) SCHEDULED AUTOS OWNED AUTOS ONLY BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) NON-OWNED AUTOS ONEY HIRED AUTOS ONLY UMBRELLA LIAB OCCUR EACH OCCURRENCE **EXCESS LIAB** CLAIMS-MADE AGGREGATE RETENTION \$ DED WORKERS COMPENSATION AND EMPLOYERS' LIABILITY STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE \$ f yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The below mentioned certificate holder is added as an additional insured with respects to the Parade of Lights on 12/7/19.

CERTIFICATE HOLDER	CANCELLATION
Town of Gardnerville	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1407 US Hwy 395 N Gardnerville, NV 89410	AUTHORIZED REPRESENTATIVE Alan G. Reed

Gardnerville Town Board AGENDA ACTION SHEET



Item No. 5.

- For Possible Action: Discussion to support or oppose Main Street Gardnerville's effort to install
 gateway arches on the north and south end of the Main Street District with exact locations and
 style to be determined; with public comment prior to board action. (Matt Bruback Main Street
 Gardnerville Executive Director)
- 2. Recommended Motion: Support Main Street Gardnerville's effort to install gateway arches on the north and south end of the Main Street District with exact locations and style to be determined.
- 3. Financial Impact: Approximately \$100,000 per arch. Funds are proposed to be collected by a mix of grants, donations, and fund raising.
- 4. Department: Administration
- 5. Prepared by: Erik Nilssen
- 6. Meeting Date: November 5, 2019
- 7. Time Required: 10 Minutes
- 8. Agenda: Administrative
- Other Agency Review of Action: Main Street Gardnerville Board approved at regular Board Meeting 10-15-19.
- 10. Board Action:
- 11. Background Information: Main Street Gardnerville (MSG) is starting the process of installing two entry arches on US 395 to better delineate the Main Street Gardnerville District. MSD staff has a preliminary mock up of the proposed arch which is provided as an attachment to this agenda item. The final locations and form of the arch is to be determined, however MSG seeks the Town Board support to pursue the installation of the proposed artwork. The artwork will be paid for with a combination of donations, grants, and MSG funds. The arches would be subject to a Nevada Department of Transportation Encroachment Permit and would be installed by a licensed contractor. As the Town of Gardnerville has the necessary equipment it is assumed the Town would take care of the routine maintenance.



Gardnerville Town Board

AGENDA ACTION SHEET

Item No. 6.



- 1. <u>For Possible Action:</u> Approve, approve with modifications, or deny a request by the Lions Club to sell holiday candy from a temporary trailer at the Gardnerville Station from November 28th through December 20th; with public comment prior to board action. (Erik Nilssen)
- 2. Recommended Motion: Approve a request by the Lions Club to sell holiday candy from a temporary trailer at the Gardnerville Station from November 28th through December 20th subject to club providing the necessary liability insurance to the Town and with the understanding power may not be available to the temporary trailer during the entirety of the requested dates.
- 3. Financial Impact: None to the Town
- 4. Department: Administration
- 5. Prepared by: Erik Nilssen
- 6. Meeting Date: November 5, 2019
- 7. Time Required: 10 minutes
- 8. Agenda: Administrative
- 9. Other Agency Review of Action: NA
- 10. Board Action:

11. Background Information:

The Lion's Club sells holiday candy every year along US HWY 395. The location of the temporary trailer varies from year to year. The profits from the candy sales equals about 25% of the clubs annual \$50,000 dollar budget. The Clubs uses the money generated from the candy sales to support numerous events within the community including; flags to all the 4th graders, safe graduation night party, the music, culinary, and graphics departments at the high school and a wrestling tournament. Last year the Lions Club gave out \$5000.00 in scholarships. Support was also provided to the fishing derby and both the girl scouts and boy scouts of Carson Valley.

Town Staff believes, in the current condition of the property, there is enough room for the Lions Club's temporary trailer to be set up and maintain enough room for public parking. In the future when the site improvements are completed there will not be excess space to support a trailer occupying the parking lot for a month. Due to the proposed installation of the NV Energy Rapid Charging Station there may not be power available at the site for the complete dates that have been requested. NV Energy is completing design work for the charging station's installation and power will be off at the station for a week or two when construction commences.

Gardnerville Town Board AGENDA ACTION SHEET



Item No. 7.

- For Possible Action: Discussion to recommend approval, approval with modifications, or denial of a major design review for the proposed Great Life Church located at 1361 Centerville Lane, APN 1220-04-101-031; with public comment prior to board action. (Kate Cunningham, R.O. Anderson Engineering Inc. & Nathan Tolbert, Great Life Church)
- Recommended Motion: Approve the proposed design review for the Great Life Church at 1361 Centerville Lane subject to the five conditions listed in the staff report based on the background information and board discussion.

3. Financial Impact: NA

4. Department: Administration

5. Prepared by: Erik Nilssen

6. Meeting Date: November 5, 2019

7. Time Required: 20 Minutes

8. Agenda: Administrative

9. Other Agency Review of Action: Douglas County

10. Board Action:

11. Background Information: Parcel 1220-04-101-031 is located east of Centerville Lane (State Route 756) along "church row." The parcel is zoned for Office Commercial (OC). The applicant is proposing to construct a church which is allowed in OC zoning if approved through design review. The Town Board is being asked to evaluate the proposed request regarding the proposed design and provide any comments or conditions of approval to the Douglas County Planning Commission. The Town Board is not asked to evaluate if a church is an appropriate use of the parcel as that has been determined through the Master Plan. Staff has outlined their reasoning and recommendations and is recommending approval based on the background and conformance to the Plan for Prosperity. Please see the full analysis in the staff report from the Town Manager dated November 5, 2019. Please find the attachments provided by the applicant to support their request.



MEMORANDUM

TO: Garnerville Town Board

FROM: Erik Nilssen, P.E., Town Manager 11-5-19 EN

DATE: November 5, 2019

SUBJECT: Proposed Great Life Church 1361 Centerville Lane

I. Request

The Great Life Church is seeking to construct a new worship sanctuary east of Centerville Lane (State Route 756) (APN 1220-04-101-031). The parcel is currently zoned office commercial (OC) (See Figure One). Churches are an allowed use in the OC zoning district subject to a design review. This section of Centerville Lane is often informally referred to as "church row" due to the number of congregations which have constructed houses of worship along this section of roadway. Design Reviews are handled administratively by Douglas County meaning there will be no additional public hearings beyond the Town Board.

II. Background

The Great Life Church is proposing to develop a 1.88 acre parcel located on the east side of Centerville Lane between Waterloo Lane and Gilman Avenue. The proposed parcel is surrounded by similar land uses including: The Methodist Church is to the north, a veterinary clinic to the west, a vacant parcel to the south (also zoned OC) and Saint Galls property to the east. The parcel is a "flag" parcel and the actual sanctuary building would be located partially behind the veterinary clinic approximately 350 feet east of Centerville Lane.

The parcel is being developed in phases. The current phase consists of a 4,744 square foot worship sanctuary and fellowship hall. This building will sit in the southeast corner of the parcel including all hardscape (asphalt and concrete), lighting, and drainage. The second phase would be located to the west of the phase one sanctuary, and connected by a breezeway. This building when constructed would also serve as a worship center. The third phase would be located at the northeast corner of the parcel and serve as a gym and event wall. The location of the future phases is shown on the attached landscape plan. Only phase one is under consideration at this time. The additional phases would return to the Town Board for consideration at the time of their development.

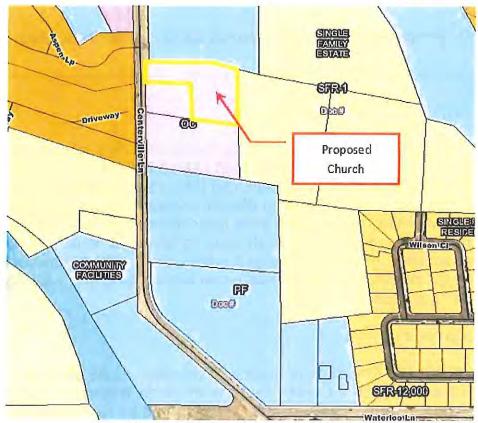


Figure One - Existing Zoning

III. Impacts to Public Facilities

The proposed project will have minimal impacts to public facilities. Centerville Lane is owned and maintained by NDOT. The proposed project will share the existing driveway with the Veterinary Clinic. Churches usually

generate peak traffic on the Sabbath Day with minor traffic generation on weekdays for any special events. The provided traffic report estimates 126 average daily vehicle trips will be generated due to this project on Sunday and 45 generated on weekdays. With no proposed new driveways, peak traffic generation not occurring during rush hour and traffic directly accessing NDOT roadways there does not appear to be a concern for the Town Board to consider regarding traffic.

Utilities such as water, sewer, electric, gas, phone and cable exist along the Centerville Lane frontage of this parcel. The preliminary civil engineering plans show connection to municipal water and sewer and extension of NV Energy facilities to serve this parcel. The Town of Gardnerville will provide solid waste collection with a single trash dumpster being placed adjacent to the building.

As vacant land is developed the additional impervious areas added by pavement and rooftop reduces the bare grounds ability to absorb rainfall. The storm water generated due to this additional impervious area is being detained in a basin at the northwest corner of the project. When full the basin will overflow into an existing irrigation ditch at the north side of the property. The provided drainage report mentions a Zone AO1/AO2 flood zone which is outdated as an updated 2-dimensional flood model is currently being used for regulation in this location. It is recommended this project will be conditioned to show conformance to the floodplain ordinance by using the HDR Carson River 2D Flood Model with the submittal of a Site Improvement Permit.

IV. Conformance to the Plan For Prosperity

The Plan for Prosperity is very focused on new residential neighborhoods and retail commercial centers. It does not give many requirements for standalone institutional type developments such as churches. With an emphasis on trails, connectivity, lighting, and parking there is not much to require of this project.

Per the Town Design Guidelines this project is required to show how this project conforms to adjacent properties both today and in the future. This has been provided with the applicants "project context" document which is attached. Since the initial submittal the applicant has added numerous columns and some stone veneer to add massing and form to the project as

well as varied materials. The stucco will be painted in an earth tone which is in conformance with the Design Guidelines.

V. Recommendation

Staff recommends approval of the proposed project. The recommendation is based on conformance with the existing zoning (OC), the compatibility of the proposed use with the adjacent properties, the overall conformance to the Plan for Prosperity and Design Guidelines and the limited impact on Town owned infrastructure. Staff recommends the following conditions be placed on the project:

- 1. All administrative, engineering, or legal fees incurred by the Town in connection with reviewing the project shall be reimbursed and paid to the Town.
- 2. Improvement plans shall be reviewed and approved by the Town Manager.
- 3. Trash enclosures shall be constructed to Town standards and access for service vehicles shall be approved by Town staff.
- 4. Any damage to the Town's existing infrastructure, including, but not limited to, streets, curb and gutter, sidewalks, or drainage systems caused by the development of the project shall be repaired or replaced by the developer.
- 5. The impacts of this project to the floodplain shall be evaluated at the time of Site Improvement Permit to the HDR 2-dimensional floodplain model and conform to the requirements of Douglas County Code 20.50.

THE PENTECOSTAL CHURCH OF GOD

Great Life Church - Project Context

Background

The Great Life Church (GLC) is a small but growing ministry of The Pentecostal Church of God. Pentecostalism is a Protestant Christian movement that emphasizes direct personal experience of God through baptism with the Holy Spirit. The GLC currently holds services at the Douglas County Community Center in a room rented from the Douglas County Parks & Recreation Department. The pastor has actively pursued a permanent home for the congregation and was able to secure the property at 1361 Centerville Lane in June of 2018.

Master Plan and Phasing

The complete development is projected to include three phases. The initial phase is the construction of the proposed Sanctuary and Fellowship Hall designed to accommodate the immediate and near future needs of the congregation and much of the grading and parking improvements required for the entire project. There is no timeline for further improvements as there are many factors that contribute to future expansion. These factors include, but are not limited to growth of the congregation, interest of stakeholders, partnerships, acquisition of financing, etc.

The second phase is the construction of a permanent sanctuary that will attach to the West Side of the initial structure's covered entry creating an exterior breezeway between them. The existing sanctuary will become the dedicated space for the youth ministry and double as an expanded fellowship hall as required until the third phase is completed.

The third phase is the construction of an independent structure that will serve as a gym and event hall. This structure will be constructed in the narrow area of the property nearest Centerville Lane. This structure will be accessed from the East side and served by the existing parking area (expanded as required) with the access remaining as designed in the initial phase of development.

Design Considerations

The proposed design for the structure is multi-faceted. First, the neighboring structures were considered as they vary in style, function, and exterior finish. The proposed structure draws from all its neighbors to maintain harmony because it incorporates earth tones that complement the existing structures at 1355 and 1375. Centerville Lane, includes a stucco exterior that complement the structures at 1375 and 1343 Centerville, yet maintains simple lines and a matching roof pitch to the structures at 1355 and 1353. The proposed location of the structure will also complement the neighborhood aesthetic as it will block from view some of the structure at 1353 which is itself is very square and has an exterior finish that is unique when compared to other neighboring buildings.

Second, a balance was sought when considering the building's function as both a stand-alone structure accommodating the current size of the ministry and as part of the future expanded structure designed to house the maximum congregation size appropriate for the property. The proposed structure features an efficient constructible design as well as massing that is both attractive upon completion as a single building yet provides opportunity for seamless expansion when phase two is complete in the future.

The third facet of the design is the preference of the GLC stakeholders. The exterior is simple, yet elegant with a hip roof that reduces the visual mass of the building. The exterior finish incorporates stone, wood and stucco elements tied together with a complementing roof color which presents well in conjunction with the neighboring environment. The rear of the building is simplified as it is not visible from the street and is located such that the rear is not greatly visible from neighboring properties. Additionally, it backs the rear of the structure located at 1353 Centerville which is also of a simple design.

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REVISIONS



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1375 CENTERVILLE LN





ADJACENT COMMERCIAL PROPERTIES

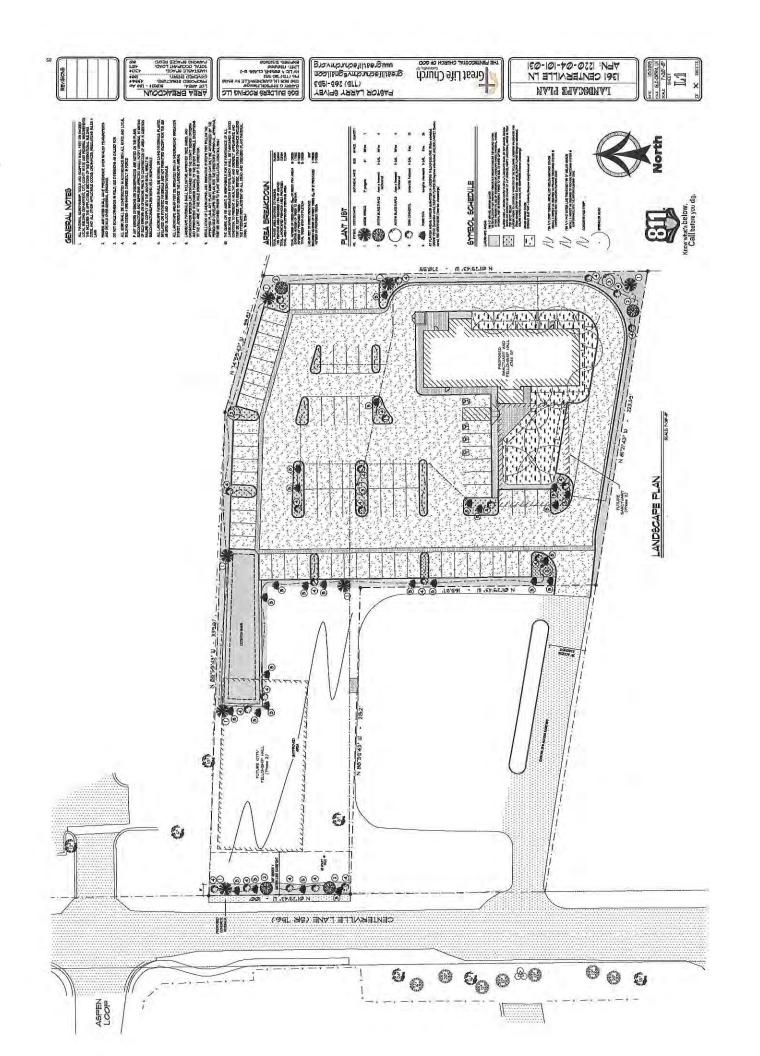




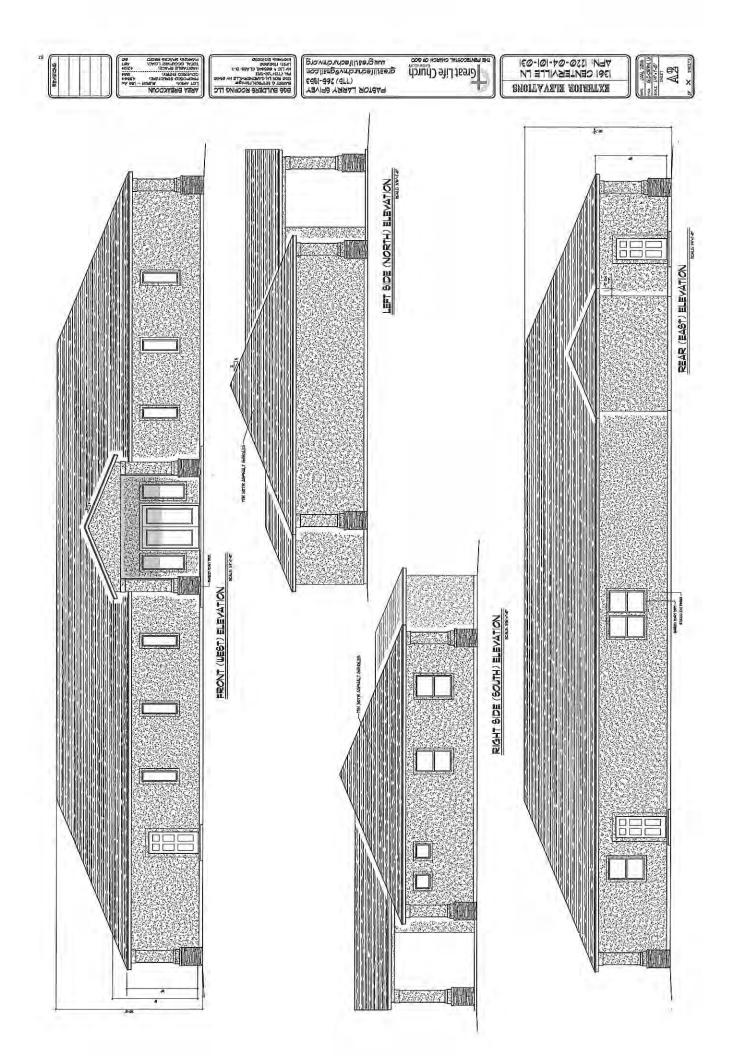


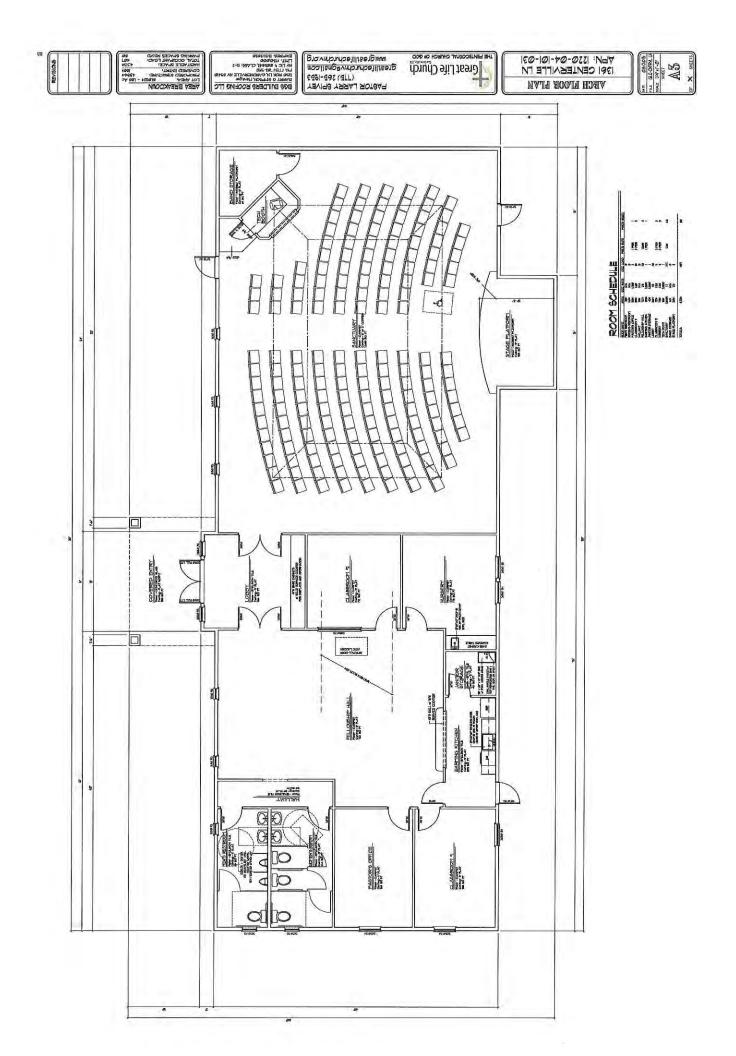


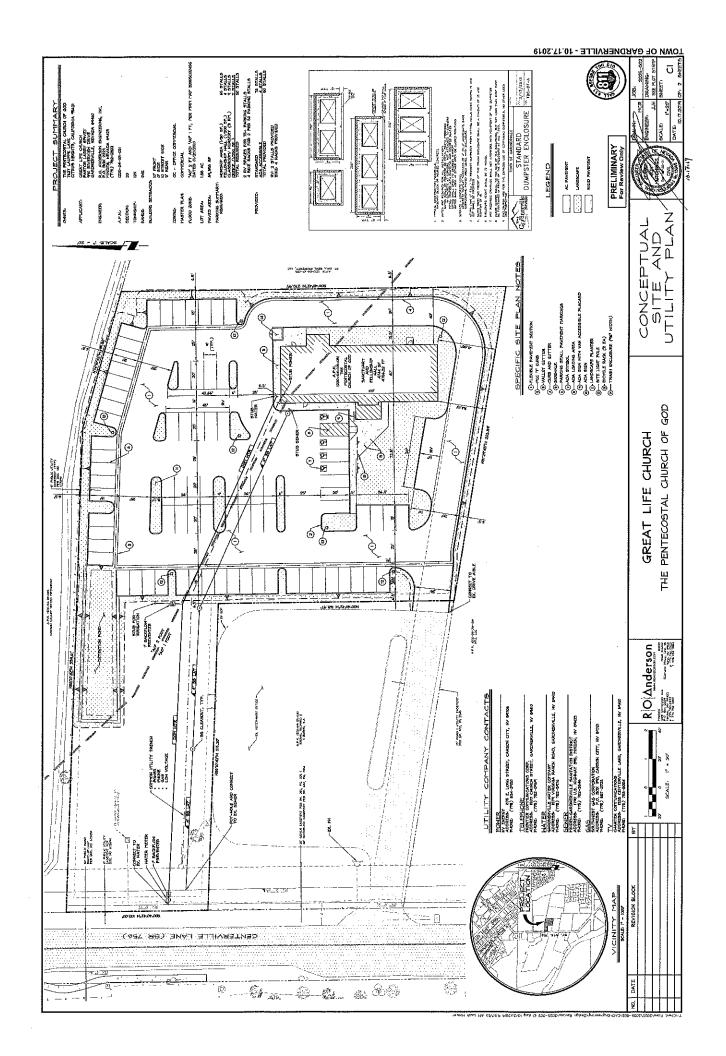
1355 CENTERVILLE LANE DROM STREET ACCESS

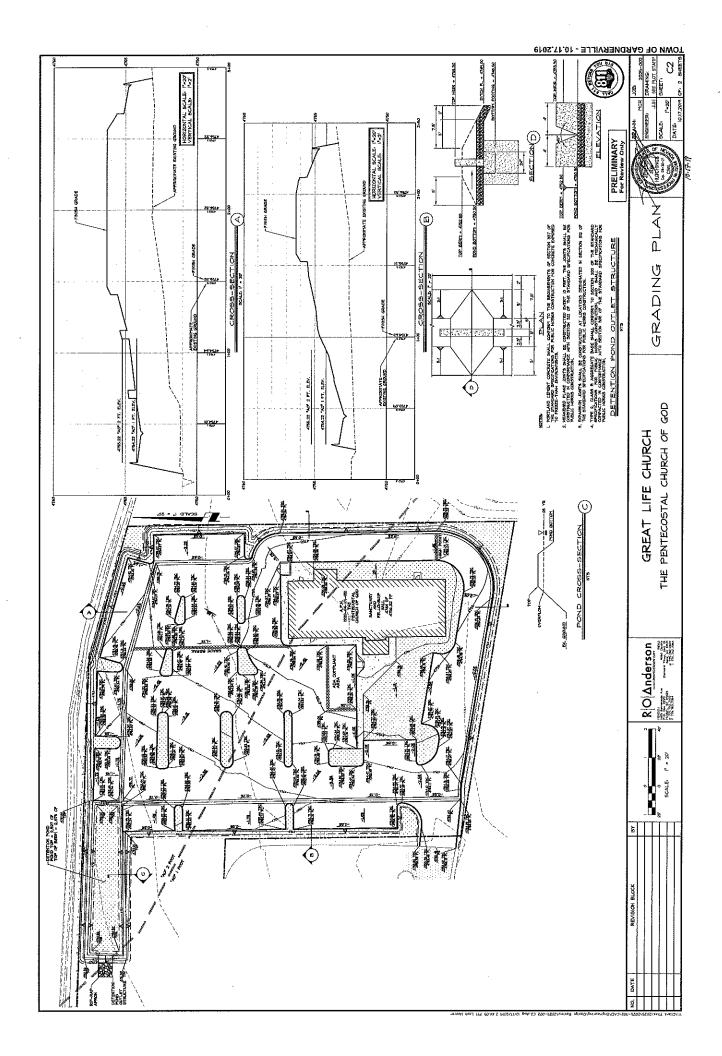








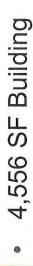






Great Life Church

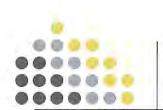
Design Review - 1361 Centerville Lane



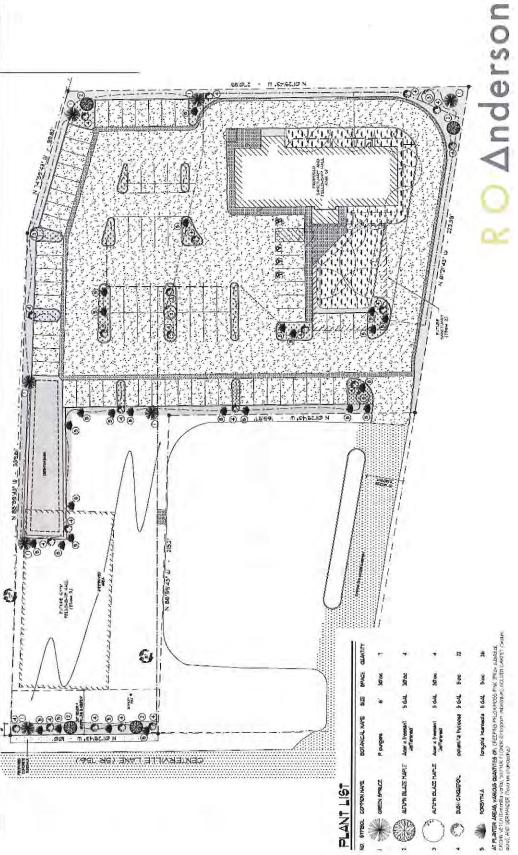
1.88-acre site

80 parking spaces

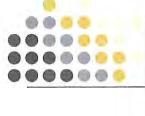




Great Life Church Site and Landscape Plan

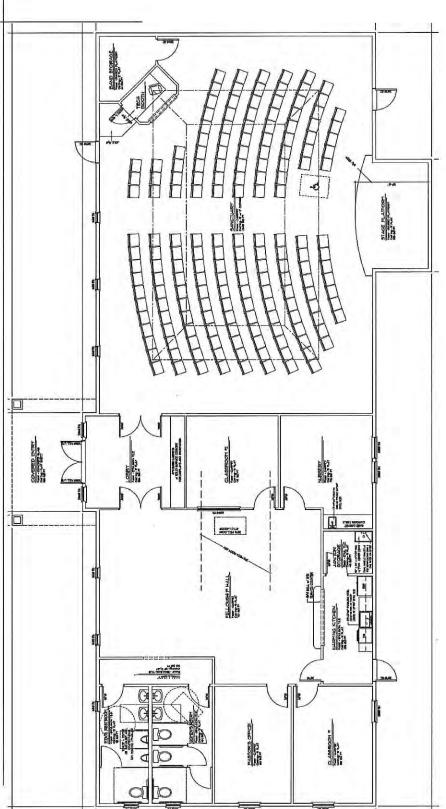


R O Anderson



Life Church Great

Floor Plan

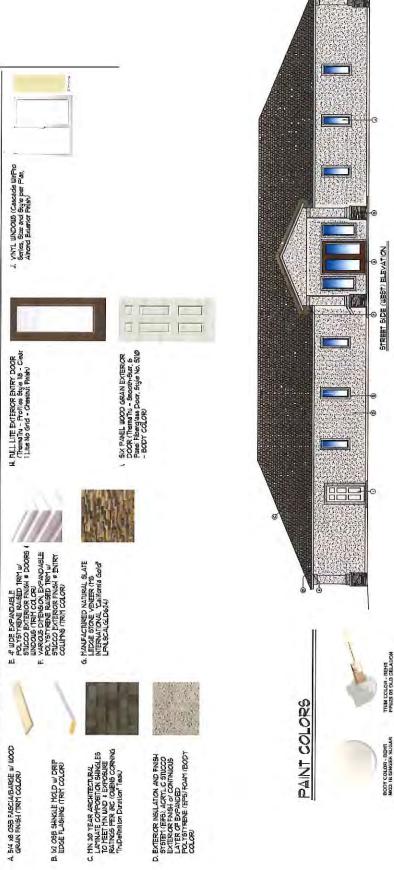




Great Life Church

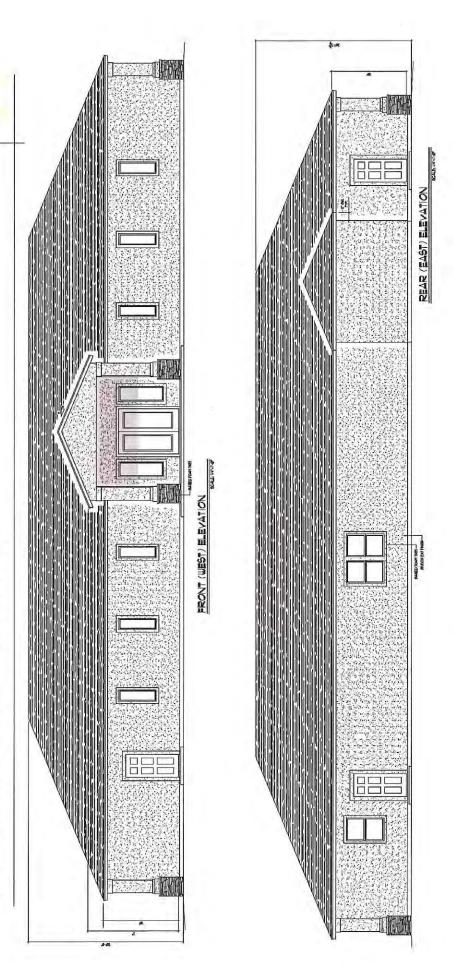
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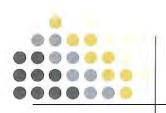


R O Anderson

Great Life Church Front and Rear Elevations

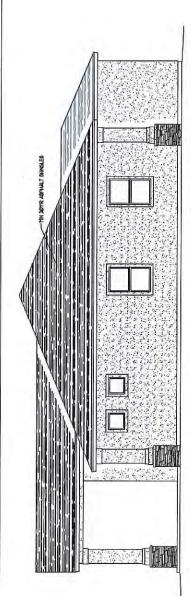


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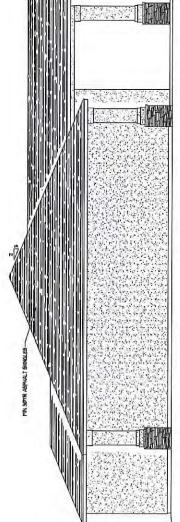


Great Life Church

Side Elevations

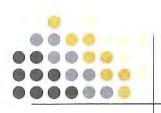






LEFT SIDE (NORTH) ELEVATION

R O Anderson



Great Life Church **Current and Future Context**

- Current
- Religious buildings and residential
- Future

 Religious buildings and residential
 - Proposed
- Church facility

Gardnerville Town Board AGENDA ACTION SHEET



Item No. 8.

- Not For Possible Action: Presentation on recent repair costs to Town Refuse Collection Truck 615. (Erik Nilssen)
- 2. Recommended Motion: Presentation Only.
- 3. Financial Impact: \$16,492.78 to Fund 611-925-520-084, Replacement and Repair.
- 4. Department: Health and Sanitation
- 5. Prepared by: Erik Nilssen
- 6. Meeting Date: November 5, 2019
- 7. Time Required: 5 Minutes
- 8. Agenda: Administrative
- 9. Other Agency Review of Action: N/A
- 10. Board Action:

11. Background Information: In accordance with recently adopted Town Policy 4.1, Purchasing and Approval Limits, the Town Manager may approve repairs to Town Vehicles without prior Town Board approval. If the costs to repair a vehicle exceed \$10,000 the Town Manager is to make the board aware of the repair at the following Town Board Meeting. Refuse Collection Truck 615 has spent the majority of the last month under repair. All of the Town Refuse Collection Trucks are Peterbuilt Make except Truck 615, which is a Mack. The truck began expelling darker exhaust than normal and was losing power. It was taken to Guided Truck Service who could not diagnose the problem. The truck was then taken to the Douglas County Maintenance Yard where the problem was undiagnosable as well. Neither Guided nor Douglas County are trained specifically to work on Mack Trucks, so it was taken to Tec Equipment in Sparks as the authorized repair center. The truck was diagnosed as needing a new diesel particulate filter (DPF) which explained the additional black smoke as well as a new turbo kit to maintain power. The cost of the repairs was \$11,196.84 (see attachment two).

After the repairs were completed the truck was used for a few days before it began losing power again, however in a different fashion. The truck was again taken to Tec Equipment as the Town felt the loss of power may have been associated with an inadequate repair. It was determined that the exhaust re-circulation gas (ERG) cooler was not operational which was unrelated to the previous completed repair. This repair cost the Town an additional \$4,485.41 (see attachment three).

While driving the truck back from Sparks it lost power again with another code appearing with the check engine light. This time the oil pressure sensor was not working. The truck had to be towed back to Tec Equipment. The cost of this repair was \$810.53 (see attachment four). The total spent on Truck 615 over the last month was \$16,492.78.

The Town has \$96,200 dollars budgeted for replacement and repair of refuse collection trucks for this year. Prior to this month the town has spent a total of \$8,562.28 on repairs this fiscal year so there is a good chance that even these excessive repairs will fit within the budget. Credit to the Town Superintendent of Public Works who significantly increased the budget for repairs in this fiscal year. In addition the Town maintains \$50,000 in operations reserves which could be used if the replacement and repair budget is exhausted. I have attached a spreadsheet (see attachment one) which shows how much the Town has spent in the previous three fiscal years (this year not included) on the repair of each sanitation truck in our fleet. Although 615 is one of our newer trucks, after the proposed purchase of a new truck this year, it will be my recommendation that Truck 615 be sold as the costs to maintain it are excessive.

			Annual	Annual Maintenance Cost	nce Cost	Total Cost
Truck	Year	Style	FY16/17	FY17/18	FY18/19	
601	1998	Rear - Commerical	\$984.01	\$1,990.27	\$58.53	\$3,032.81
809	2002	Automated - Residential \$10,426.91 \$10,175.98	\$10,426.91	\$10,175.98	\$6,912.75	\$27,515.64
609	2003	Rear - Commerical	\$50,368.20	\$50,368.20 \$7,152.62	\$8,228.76	\$65,749.58
612	2006	Automated - Residential	\$4,456.28	\$4,456.28 \$14,734.40	\$4,508.31	\$23,698.99
615	2012	Rear - Commerical	\$6,656.02	\$6,656.02 \$16,731.48	\$24,559.50	\$47,947.00
617	2014	Automated - Residential	\$727.12	\$5,788.23	\$5,155.46	\$11,670.81
621	2016	Rear - Commerical	\$292.28	\$292.28 \$22,734.76 \$17,320.85	\$17,320.85	\$40,347.89

Attachment One - Maintenance Cost Per Refuse Truck Last Three FY



750 N.E. COLUMBIA BLVD. PORTLAND, OR 97211 (503) 285-7667

ACCOUNTS DUE AND PAYABLE BY THE 15th OF THE MONTH

DATE CUSTOMER P9 30SEP19 62348 1

REMIT TO: Equipment, Inc.

P.O. Box 11272 PORTLAND, OR 97211 (503) 285-7667

62348

KALI HELL

OCT 07 2019

TOWN OF GARDNERVILLE

TOWN OF GARDNERVILLE

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TEC Equipment, Inc. 5006423RS

CUSTOMER #: 62348

UNIT# 615

INVOICE

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CUSTOMER #: 62348 UNIT# 615



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1955 E. Greg Street, Sparks, NV 89431 775-356-7200 1-800-456-4116 Fax 775-356-7133

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The undersigned hereby authorized to the serior Ocean and Co	orizes TEC EQUIP	MENT, ING., TEC of Cal	ifornia, inc., Northwest	Volvo Trucks, In	c. and Transco Leasing Co., Inc. c valing rates, and agrees TEC is a reause beyond TEC's control, or or its employees are hereby grant	ba DESC	RIPTION	TOTA	ALS
responsible for loss or damag	e to the vehicle of	or articles left in the val	icle in case of fire or th	eft, or any other	couse beyond TEC's control, or	LABOR AM			
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CUSTOMER SIGNATURE				DAT	É	PLEASE F			
				Andrea		THIS AMO			

CUSTOMER #: 62348 UNIT# 615

TEC Equipment, Inc. 5006423RS

INVOICE

1955 E. Greg Street, Sparks, NV 89431 775-356-7200 1-800-456-4116 Fax 775-356-7133

TOWN OF GARDNERVILLE 1407 US HIGHWAY 395 N GARDNERVILLE, NV 89410-5212

DUPLICATE 1 PAGE 3

VOLVO



CONT: 775-782-7134 HOME: SERVICE ADVISOR: BUS: 775-782-7134 3516 MARK MORELAND CELL: MAKE/MODEL LICENSE MILEAGE IN / OUT COLOR YEAR TAG 1M2AV04C9CM009427 92058/92058 WHITE MACK MRU613 T615 PROMISED RATE PROD. DATE WARR. EXP. PO NO. PAYMENT INV. DATE DEL. DATE 05JAN12 DD 23:48 03SEP19 NEED 0.00 CASH 17SEP19 READY SOLD-STK:MR1004 DLR:P732 ENG:MP7 R.O. OPENED OPTIONS: TRN: AUTO TRANS AXL: 4.89 11:57 03SEP19 15:02 17SEP19 LINE OPCODE TECH TYPE HOURS TOTAL NET 92058 3205 9-17-19 removed and replaced coolant valve, repair complete ... ****************

ENVIRONMENTAL/SHOP FEE

250.00

TEC EQUIPMENT APPRECIATES YOUR BUSINESS. IF YOU ARE NOT 100% SATISFIED PLEASE CONTACT DAVE LUNDY, BRANCH MANAGER OF TEC RENO AT (775) 356-7200

Crass Took Truck to TE Chart turbo City liak Scennice over the two but order thus REPAIRS So CASIT or Crain he didn't order thus REPAIRS So CASIT authorize pymt. Will rule Ck from groff or Erik.

Era Approval

The undersigned hereby authorizes TEC EQUIPMENT, INC., TEC of California, Inc., Northwest Volvo Trucks, Inc. and Transco Leasing Co., Inc. diba TEC Leasing, Oregon and California corporations hereinafter called "TEC", to perform service work at its prevailing rates, and agrees TEC is not responsible for loss or damage to the vehicle or atticles left in the vehicle in case of fire or theft, or any other cause beyond TEC's control, or delays caused by unaveilability of parts, or delays in parts shipments by suppliers or transporters. TEC and/or its employees are hereby granted permission to operate the vehicle on streets, highways, or elsewhere for the purpose of being lested and/or inspected. An express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of sarvice thereto. The liability of TEC arising out of any defect shall be limited to the cost of correcting such defects as determined by TEC and shall not include any transportation charges; tow charges; travel expenses including or indirect consequential damages incurred by the Ownerdriver. TEC shall not be liable for any downlime; any other expenses or incurred costs; or any direat or indirect consequential damages incurred by the Ownerdriver. TEC shall not be liable for any downlime and/or loss of revenue, profits, etc., to the ownerdriver while the truckfurateof/trailed or equipment is inoperable during a servidiver shall be liable for all expenses incurred by TEC including but not limited to outside vendors transportation charges, tow charges and travel expenses including room and board and other similar costs incurred by TEC outside of the authorized TEC repair locations. If any parts event, Ownerdriver shall be liable for all expenses including town and the warranty period on the new or repaired above are replaced to extand only to the ord of the original warranty period. This limitation will apply to the repeated failures of the same liems or other items and the warranty period applicable to the original purchases of the s

	DESCRIPTION	TOTALS
П	LABOR AMOUNT	2881.50
	PARTS AMOUNT	8065.34
	GAS, OIL, LUBE	0.00
	SUBLET AMOUNT	0.00
	MISC, CHARGES	250.00
	TOTAL CHARGES	11196.84
	LESS INSURANCE	0.00
B	SALES TAX	0.00
	PLEASE PAY THIS AMOUNT	11106 04

CUSTOMER SIGNATURE

TEC Equipment, Inc. 5006595RS Your Best Business Partner

CUSTOMER #: 62348 UNIT# 615

INVOICE

1955 E. Greg Street, Sparks, NV 89431 775-356-7200 1-800-456-4116 Fax 775-356-7133

TOWN OF GARDNERVILLE 1407 US HIGHWAY 395 N GARDNERVILLE, NV 89410-5212

DUPLICATE 1 PAGE 1



US: 175-782-7114 CELL:	GARDNERVI HOME:	LLE, I		9410-5212 CONT:775-7			PAGE 1		IVO	Mack	
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Delicate Proportion Proposition Prop		10-24							3.00	/	7.70
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TEC Equipment, Inc. 5006595RS Your Best Business Partner

CUSTOMER #: 62348 UNIT# 615

INVOICE

1955 E. Greg Street, Sparks, NV 89431 775-356-7200 1-800-456-4116 Fax 775-356-7133

TOWN OF GARDNERVILLE 1407 US HIGHWAY 395 N GARDNERVILLE, NV 89410-5212

DUPLICATE 1 PAGE 2

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25SEP19 14:23 SA: 4287

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The undersigned hereby authorizes TEC EQUIPMENT, INC., TEC of California, Inc., Northwest Volvo	Frucks, Inc. and Transco Leasing Co., Inc. dba	DESCRIPTION	TOTALS
TEC Leasing, Oregon and California corporations hereinafter called "TEC", to perform service work responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire or theft, or	LABOR AMOUNT		
delays caused by unavaliability of parts, or delays in parts shipments by suppliers or transporters, permission to operate the vehicle on streets, highways, or elsewhere for the purpose of being tested	and/or inspected. An express mechanic's tien	PARTS AMOUNT	VVVV
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parts. I have read and understand the additional terms on the reverse side of this invoice.		SALES TAX	772-77
CUSTOMER SIGNATURE	DATE	PLEASE PAY THIS AMOUNT	
			····

CUSTOMER #: 62348 UNIT# 615

TOWN OF GARDNERVILLE 1407 US HIGHWAY 395 N

TEC Equipment, Inc. 5006595RS

INVOICE

1955 E, Greg Street, Sparks, NV 89431 775-356-7200 1-800-456-4116 Fax 775-356-7133

DUPLICATE 1 PAGE 3



GARDNERVILLE, NV 89410-5212 VOLVO CONT: 775-782-7134 HOME: SERVICE ADVISOR: 775-782-7134 4287 KEVIN RASTELLINI BUS: CELL: LICENSE MILEAGE IN / OUT COLOR YEAR MAKE/MODEL TAG WHITE MACK MRU613 1M2AV04C9CM009427 92274/92274 12 T615 DEL. DATE PROD. DATE WARR. EXP. PROMISED PO NO. RATE PAYMENT INV. DATE 23:48 25SEP19 CASH 0.00 05JAN12 DD CASH 070CT19 R.O. OPENED READY OPTIONS: SOLD-STK:MR1004 DLR:P732 ENG:MP7 TRN:AUTO TRANS AXL:4.89 14:23 25SEP19 09:52 070CT19 LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

TEC EQUIPMENT APPRECIATES YOUR BUSINESS. YOU ARE NOT 100% SATISFIED PLEASE CONTACT DAVE LUNDY, BRANCH MANAGER OF TEC RENO AT (775)356-7200

REMIT TO PO BOX 11272 PORTLAND OR 97211

The undersigned hereby authorizes TEC EQUIPMENT, INC., TEC of California, Inc., Northwest Volvo Trucks, Inc. and Transco Leasing Co., Inc. dba TEC Leasing, Oregon and California corporations hereinafter called "TEC", to perform service work at its prevailing rates, and agrees TEC is not responsible for loss or damage to the vabicle or articles left in the vabicle in case of life or theft, or any other cause beyond TEC's control, or for clays caused by unavailability of parts, or clays in parts shipments by suppliers or transporters. TEC and/or its employees are hereby granted permission to operate the vehicle on streets, highways, or elsewhere for the purpose of being tested and/or inspected. An express mechanicis lien is hereby acknowledged on the above vehicle to severate the amount of service (hereto. The islay of TEC and a fail not include any transportation charges; tow charges; travel expenses including noom and board and substitute vehicles, consumable lisms, loss of revenue; downtime; any other expenses or incurred costs; or any direct or indirect consequential damages incurred by the Owner/driver. TEC shall not be liable for any downtime and/or loss of revenue, profile, to, to the owner/driver while the truckfurscotritation or equipment is inoperable during a service event. Owner/driver shall be liable for all expenses including noom and board and outside vendors transportation charges; low charges and travel expenses including noom and board and other similar costs incurred by TEC including but not limited to outside vendors transportation charges; tow charges and travel expenses including noom and board and other similar costs incurred by TEC outside of the authorized TEC repair locations. If any parts covered by warranty as described above are replaced to extend only to the end of the original warranty period, the sald lem or part cannot be enlarged by repeated feitures of the same items or other items and the warranty period applicable to the original warranty period. This limitation will apply to TOTALS DESCRIPTION LABOR AMOUNT 1637.00 PARTS AMOUNT 2628.33 GAS, OIL, LUBE 0.00 SUBLET AMOUNT 0.00 MISC. CHARGES 220.08 TOTAL CHARGES 4485.41 LESS INSURANCE 0.00 SALES TAX 0.00 DATE CUSTOMER SIGNATURE **PLEASE PAY** THIS AMOUNT 4485.41

Nicholson, Marie

From:

LaCost, Geoffrey

Sent:

Monday, October 7, 2019 4:52 PM

To:

Nicholson, Marie

Cc:

Nilssen, Erik H; Louthan, Carol

Subject:

RE: Unit #615

Unfortunately, this is correct.

Thanks, Geoffrey

Geoffrey LaCost Superintendent Town Public Works Town of Gardnerville P: 775-782-7134 C: 775-691-6148 F: 775-782-7135

From: Nicholson, Marie < MNicholson@douglasnv.us>

Sent: Monday, October 7, 2019 10:44 AM
To: LaCost, Geoffrey <GLaCost@douglasnv.us>

Subject: FW: Unit #615

Another \$4500 for #615? Does this look right?

From: Mark Moreland < MMoreland@tecequipment.com>

Sent: Monday, October 7, 2019 10:03 AM

To: Nicholson, Marie < MNicholson@douglasnv.us <a href="mailto:Cc: *Reno Service RNOService@tecequipment.com RNOService@tecequipment.com RNOService@tecequipment.com Cc: *Reno Service RNOService@tecequipment.com Cc: *Reno Service Mailto:com Mailto:com Cc: *Reno Service Cc:

Subject: RE: Unit #615

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

Hello,

Attached is a service invoice for repairs on unit #615 – can we use this truck number for a PO?

Thank you,

Mark Moreland
Service Advisor, Reno
TEC Equipment
Office: 775.336.3223

mmoreland@tecequipment.com

Attachment Four

CUSTOMER #: 62348 UNIT# 615

5006709Rs



INVOICE

1955 E. Greg Street, Sparks, NV 89431 775-356-7200 1-800-456-4116 Fax 775-356-7133

TOWN OF GARDNERVILLE 1407 US HIGHWAY 395 N GARDNERVILLE, NV 89410-5212

PAGE 1

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CUSTOMER #: 62348 UNIT# 615

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5006709RS TEC Equipment, Inc.

Your Best Business Partner

INVOICE

1955 E. Greg Street, Sparks, NV 89431 775-356-7200 1-800-456-4116 Fax 775-356-7133

TOWN OF GARDNERVILLE 1407 US HIGHWAY 395 N

GARDNERVILLE, NV 89410-5212 HOME: CONT:775-

CONT: 775-782-7134

PAGE 2

VOLVO



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EST: 131,00

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ENVIRONMENTAL/SHOP FEE

64.19

TEC EQUIPMENT APPRECIATES YOUR BUSINESS. IF YOU ARE NOT 100% SATISFIED PLEASE CONTACT DAVE LUNDY, BRANCH MANAGER OF TEC RENO AT (775)356-7200

REMIT TO PO BOX 11272 PORTLAND OR 97211

The undersigned hereby authorizes TEC EQUIPMENT, INC., TEC of California, Inc., Northwest Volvo Trucks, Inc., and Transoo Leasing Co., Inc. dob TEC Leasing, Oregon and California corporations hereinalter called "TEC", to perform service work at its prevailing rates, and agrees TEC is not responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire or theit, or any other cause beyond TEC's control, or for delays caused by unavailability of parts, or delays in parts shipments by suppliers or transporters. TEC and/or its employees are hereby granted permission to operate the vehicle on streats, highways, or elsewhere for the purpose of being tested and/or inspected. An expriss mechanic's liep is hereby exhnowledged on the above vehicle to secure the amount of service thereto. The liability of TEC arising out of any defect shall be limited to the cost of correcting such differst as determined by TEC and shall not include any transportation charges; tow charges; travel expenses including room and board and substitute vehicles, consumable items, loss of revenue; downstline; any other expenses or incurred costs; or any direct or including but not limited to outside vandors transportation charges, tow charges, standard to response to the cost of correcting the text. The substitution of the cost of the same substitution of the cost of the same substitution of the same substitution of the cost of correcting and travel expenses or incurred by TEC including but not limited to outside vandors transportation charges, tow charges, sand travel expenses including room and board and other similar costs incurred by TEC outside of the authorized TEC repair locations, if any parts covered by warranty as described above are replaced or repaired under warranty, then the original warranty period remeins intect and the warranty period on the new or repaired terms will be shortened to extend only to the end of the original warranty period. This limitation will apply to the repeated failures of the stem t

oa ot	DESCRIPTION	TOTALS
or end	LABOR AMOUNT	523.50
	PARTS AMOUNT	222.84
	GAS, OIL, LUBE	0.00
	SUBLET AMOUNT	0.00
	MISC. CHARGES	64.19
	TOTAL CHARGES	810.53
	LESS INSURANCE	0.00 110
_	SALES TAX	0.00
	PLEASE PAY THIS AMOUNT	010 52
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Gardnerville Town Board

AGENDA ACTION SHEET

Item No. 9.



- 1. <u>For Possible Action:</u> Discussion to approve, approve with modifications, or deny Town Policy 4.2, Fund Reserves, which seeks to establish minimum reserve amounts in various Town Funds to protect against unexpected temporary revenue shortfalls or unpredicted one-time expenses; with public comment prior to board action. (Erik Nilssen)
- 2. Recommended Motion: Approve Town Policy 4.2, Fund Reserves, based on the background information and discussion by the Gardnerville Town Board.
- 3. Financial Impact: To be determined through the budget cycle, but will involve incrementally increasing various Town Reserve Funds.
- 4. Department: Administration
- 5. Prepared by: Erik Nilssen
- 6. Meeting Date: November 5, 2019
- 7. Time Required: 10 Minutes
- 8. Agenda: Administrative
- 9. Other Agency Review of Action: Douglas County Finance
- 10. Board Action:

11. Background Information: The Town of Gardnerville operates three funds (610 - Town of Gardnerville, 611 - Gardnerville Health and Sanitation, and 613 - Gardnerville Debt). Of these funds 610 is a general government fund and 611 is an enterprise fund, meaning it is funded by fees collected for service. There are currently reserves of \$117,119 in the 610 Fund and \$50,000 in Operating Reserves and \$104,000 in Capital Improvement Reserves in the 611 Fund. As Town Manager I have searched for a fiscal policy which outlines the desired reserve balances, but did not find one. Government funds generally have the goal of maintaining funding reserves worth 30 days of operating expenses. Enterprise funds generally have the goal to have more than 30 days of operating expenses. An acceptable reserve for an enterprise fund such as solid waste would be 60 days with other more capital intensive enterprise funds (water or waste water) even seeking to maintain 90 days of operating funds in reserve. The amount of operating reserves held by the government agency is a major component of the agency's credit worthiness.

In proposed policy 4.2, Fund Reserves, Town Management is seeking to have the Town Board approve a policy outlining the goals for fund reserves. The 610 Fund reserve balance of \$117,119 represents an operating budget of 28 days meaning the reserve is at the lower end of the healthy range. The 611 Operations and Maintenance Reserve of \$50,000 represents an operating budget of 13.5 days which means it is very low and should be increased incrementally until at a minimum 30 days of operating budget is held in reserves. These funds are critical in case of an interruption of fee collections or unanticipated expenses. It is not unreasonable to assume geopolitical turmoil could spike gas prices (sanitation trucks get under five miles to the gallon), a recession could decrease the number of businesses requesting solid waste collection, or landfill fees could increase substantially. The operating reserves would cover these costs until adjustments could be made during the subsequent budget cycle.

At the July 2019 Town Board Meeting the Town Manager presented his annual goals. One of the minor goals was to establish a "road reserve fund." This fund could be used to hold in reserve larger than anticipated opening fund balances or any savings each fiscal year to be used on future road construction projects. It turns out the Town of Gardnerville has an existing road reserve fund (610-926-625-140). This fund generally does not show up on reports because it has a zero balance and has not been used in over a decade. It is not critical that this fund have a minimum balance goal as it is a savings account for money to be used for future road construction. In times of recession or fiscal emergency road maintenance can be generally be postponed as it is not critical to public health and safety. The Town Manager has not recommended a minimum balance for this fund.

Likewise the Gardnerville Health and Sanitation Capital Improvement and Building Reserve Funds do not need to have a minimum to cover the operations of the Town. This fund is used to save for capital improvements which is generally any purchase over \$10,000. Most likely this fund should be used to save for new refuse collection trucks, improvements to the existing building and grounds, and the future Town Sanitation Facility. The fund balance of \$104,000 is sufficient as a minimum savings.



TOWN OF GARDNERVILLE

TOWN OPERATIONS MANUAL DIRECTIVES AND PROCEDURES

Number 4.2

SUBJECT: Fund Reserves

Issue Date 11/5/19

<u>Purpose:</u> To maintain a prudent level of financial resources to guard the Town residents against service disruption in the event of unexpected temporary revenue shortfalls or unpredicted one-time expenditures.

<u>Directive:</u> The Town operates two major funds; the General Fund (610) and the Health and Sanitation Fund (611). The appropriate level of reserves per fund shall be as follows:

Gardnerville General Fund Reserve (610-926-699-000):

The Town shall target an ending fund balance of a minimum of 30 days of estimated annual operating expenditures for the Town General Fund. This includes all accounts except capital projects and transfers out. The Town shall have a goal to achieve 60 days of annual operating expenditures for the Town General Fund.

Gardnerville Road Reserve (610-926-625-140):

The Road Reserve account is not required to maintain a minimum level of funding. This fund shall be used to save for future capital road construction as funds are available based on the capital improvement plan.

Gardnerville Building Reserve Fund (610-926-625-500):

The Building Reserve account is not required to maintain a minimum level of funding. This fund shall be used to save for future capital construction related to building or facility improvements as funds are available based on the capital improvement plan.

Gardnerville Health and Sanitation Operating Reserves (611-925-625-200):

The Town shall target an ending fund balance of a minimum of 30 days of estimated annual operating expenditures for the Health and Sanitation Fund. This includes all accounts except capital projects and motor vehicles. The Town shall have a goal to achieve 60 days of annual operating expenditures for the Gardnerville Health and Sanitation Fund.

Gardnerville Health and Sanitation Capital Improvement Reserves (611-925-625-250):

The appropriate Capital Improvement Reserves should be determined through a rate study analysis and based on the proposed future capital improvements. Generally this fund will be used for vehicle and equipment capital purchases. It shall be the goal of the Town to maintain a minimum of \$100,000 in the Sanitation Capital Improvement Reserve to safeguard against major equipment failure or facility damage.

Gardnerville Health and Sanitation Buildings Reserves (611-925-625-500);

The Building Reserve account is not required to maintain a minimum level of funding. This fund shall be used to save for future capital building construction with programing funded by a rate study. Funds for capital construction could also be saved in the Capital Improvement Reserves Fund.

Gardnerville Town Board

AGENDA ACTION SHEET

Item No. 10.



- For Possible Action: Discussion to approve, approve with modifications, or deny Town Policy 24.23 Special Events, Street Closures, and Parks Reservations; with public comment prior to board action. (Erik Nilssen)
- 2. Recommended Motion: Approve Town Policy 24.23 Special Events, Street Closures, and Parks Reservations based on the background information and discussion by the board.
- 3. Financial Impact: Minor revenue increases as explained in the background section.
- 4. Department: Administration
- 5. Prepared by: Erik Nilssen
- 6. Meeting Date: November 5, 2019
- 7. Time Required: 10 Minutes
- 8. Agenda: Administrative
- 9. Other Agency Review of Action: N/A
- 10. Board Action:

11. Background Information: The Town currently has two policies; the "Park Use and Reservation Policy" and the "Street Closure/Special Events Policy" (which is provided as Attachment One). The policy was last updated in January 2013. As applications have come in for special events or road closures the new Town Manager raised concerns that the existing policy did not provide the discretion for Town Staff to administratively approve any special events, road closures, or parks reservation requests. Seemly all requests had to come before the Town Board for approval. The Town Board provided direction at the September 16, 2019 Board Meeting to revise the policy to allow Town Staff to administratively approve certain special events, road closures, and parks reservation requests which are submitted for consideration.

The proposed policy 24.23 combines the special events, road closures, and parks reservations into one policy. When originally revising the policy the goal was to keep the policies separate, however after internal staff discussions it was not possible to think of an instance when a park reservation would also not be a special event. Therefore the application is now a special event application and asks if the special event will include either a road closure or a parks reservation.

The major changes to the proposed policy allow the Town Manager to approve any special event application with under 250 spectators where no live music will be performed and no alcohol will be served. Changes have been made to the fee structure; Town is able to complete basic traffic control plans and provide traffic control devices (signs and cones) for \$250, increase of the cleaning fee from \$25 per hour to \$50 per hour if Town Staff must clean up after the event, increase from \$25 to \$50 if a dumpster must be provided, increase from \$25 to \$50 for every hour the park is reserved (however cap remains at \$300), and one \$150 non refundable application fee (previously two refundable applications; \$25 for park reservation, \$100 for special event). Several minor changes were made to the policy as well. The proposed changes to the policy have been provided in both "track changes" form and "clean" form for your review.

Attachment One - Existing Parks Use and Reservation Policy and Street Closure/Special Events Policy

TOWN OF GARDNERVILLE PARK USE AND RESERVATION POLICY RULES AND REGULATIONS

(Revised in January 2013)

1. Park Use and Reservation Policy:

The Gardnerville Town Board ("Board") defines and declares that, with the completion of the improvements to Heritage Park, including the pavilion and related public facilities, and the requests for public and private exclusive use of Heritage Park and/or other parks within the Town, Town park use requires a reservation policy for all persons desiring to use, promote, encourage or sponsor activities within Town parks regarding reservation of Town parks.

The Board will for events within Town parks allow for a public or private group or person to reserve parks for such use, for limited amounts of time, pursuant to this policy and the following rules and regulations.

No person or entity shall use Town parks without compliance with this Park Use and Reservation Policy ("Policy"). Any person desiring to use a Town park for an event must first apply to the Town office for a permit issued by the Board for the conduct of the event within the park. Any completed application will be placed on the next available Board agenda for consideration and possible approval by the Board after its review and approval by the Gardnerville Town Manager ("Manager").

2. Board Findings:

The Board has found that certain activities to be conducted within Town parks should be subject to a park reservation fee based upon the following findings:

- a. Youth activities are to be supported and subsidized to ensure an open and inviting park-use environment. The Town will not charge a fee for youth activities except for minimum fees necessary for security and/or cleaning of Town park facilities.
- Adult activities are also to be supported, but are subject to fees based on a greater ability to support and pay for use of Town parks.
- c. Youth-oriented community organizations should be allowed to maximize fundraising efforts in support of a non-profit youth activity organization.
- All requests are subject to the Manager's priority ranking to ensure reservation of Town parks.

- e. Deposits and insurance requirements will be required according to the schedule set forth in this Policy to ensure continuing availability and security of Town parks.
- f. Additional fees may be charged beyond the minimum fees, at the discretion of Town staff, when the impact on the Town in accommodating the park use is beyond normal operations, such as Town staff overtime and cleanup costs.
- g. Uses of Town parks which are for commercial purposes, or other uses creating major impacts on the park facilities, will be reviewed by the Manager on a case-by-case basis. The Manager's recommendation shall be provided to the Board prior to approval of such park use.

3. Definitions:

An application for Town park use, which may or may not involve the entire Town park facility, shall be construed as a use of that portion of the Town park to the exclusion of all other public and private users for the reserved period of time ("use" or "park use"). Park use shall be arranged by the Manager according to this policy. A park use includes any event conducted within a Town park, whether organized or promoted for commercial purposes or non-commercial purposes, whether or not an admission fee or donation is requested or required, and shall include any exclusive use of a Town park.

A use of the park includes the park and all of its facilities. Where applicable, the Town's template for location of temporary facilities, such as booths, shall be utilized.

4. Permit Required:

No person or entity shall be entitled to reserve any area or the entire area of a Town park for the operation, maintenance, conduct, or advertisement of any activity, or advance ticket sales related thereto, unless a permit from the Town is first obtained by submitting an application, described below, to the Town and the Board, and the Board approving such application.

5. Priority of Uses:

The Board establishes, in the first instance, that reservation of Town parks shall be on a first come, first served basis. If an application is received, reviewed and approved, the application to use a Town park shall take precedence over any other applications even if a later received application requests use of the park for the same time period.

For applications received, but not yet approved, that request the same period of time of use of a Town park, then park use will be based on a priority pursuant to the Board's findings and the following priorities:

- a. Town-Sponsored Activities.
- b. Student groups sponsored by the Douglas County School District.
- c. Youth, family or adult community recreation activities open to the public sponsored or conducted by a recognized community organization.
- d. Governmental agency meetings open to the public.
- e. Douglas County-based groups or individuals conducting activities restricted to members of the group or entity, and are otherwise closed to the public.
- f. Religious, sectarian or political meetings.
- g. Commercial uses for financial gain.
- h. Out-of-county group or organizational uses.

6. Application:

A completed "Reservation Form and Release of Liability and Indemnification Agreement" ("application") for use of a Town park to conduct an activity or event, which may or may not involve the closure of a street or alleyway within the Town, must be submitted in writing to the Town at least 10 business days prior to the next Board meeting preceding the time indicated for the commencement of the planned use and shall be accompanied by any fees and/or deposits established or required pursuant to this Policy. The following information related to the specific use shall be contained in the application prior to its submission to the Town.

- a. The name, age, residence and mailing address of the person or entity making the application. If the application is made by an entity, the names and addresses of the principals of the entity must appear. Where the applicant is a corporation, the application must be signed by the president, vice-president and secretary of the corporation and must contain the residence addresses of the corporate officers and a certified copy of the Articles of Incorporation as a part of the application.
- b. A statement of the kind, character or type of use which the applicant proposes to conduct, operate or carry on, and the name(s) of the street(s), park(s) or alleyway(s) within the Town for which permission to close such street, park or alleyway is sought.
- c. The home, office and/or work telephone numbers of the applicant, and if the application is by an entity, the home, office and/or work telephone numbers of the principals. If the application is made by a corporation, the home, office and/or work telephone numbers of the president, vice-president, and secretary shall be supplied.
- d. The date or dates and hours during which the use is proposed to be conducted.
- e. An estimate of the number of patrons, customers, spectators, participants and/or other persons expected to attend the use for each day it is proposed to be conducted.

- f. If applicable, proof that the applicant is seeking, or has sought and received the requisite approvals and/or permits from Douglas County, including, without limitation, and if required, a liquor license and/or an outdoor festival and entertainment event license, and that the applicant has received any and all other approvals and/or permits from Douglas County. Failure to submit the requisite proof of Douglas County approval(s) and/or permits shall be deemed to be an automatic determination that the application is incomplete, and shall not be heard by the Board until complete.
- g. Where applicable, if an application proposes the erection of temporary facilities to be used for the event to be conducted in the Town park, the application shall utilize the Town's template for location of temporary facilities, such as booths, and demonstrate to the satisfaction of the Manager that all temporary facilities are located in conformity with the template.
- h. The Board may, in limited and special circumstances, waive any fee(s) and/or deposit(s) required by this Policy, provided that the applicant has complied with all other requirements of this Policy, and provided that any such waiver of fees or deposits was done at a Board meeting complying with NRS Chapter 241.

7. Insurance:

As part of the application, each applicant shall supply proof of insurance as required below, unless the applicant is a local government entity sharing the same liability insurance as the Town, in which latter instance Town staff shall verify the status of the local government entity and the liability insurance of such entity. Subject to the immediately preceding sentence, comprehensive general liability insurance naming the Town as an additional insured and certificate holder with minimum limits of insurance of \$1 million for each occurrence and \$1 million annual aggregate will be required for any Town park use when 1) the event is open to the public; 2) a fee is charged; 3) the very nature of the event and/or the number of applicants require(s) liability insurance; 4) alcoholic beverages are to be sold; and/or 5) as recommended by the Town Manager to the Board and/or as determined by the Board. Insurance coverage must include premises, operations, products and completed operations, at a minimum.

8. Explanation of Use:

Included with the application shall be a detailed explanation of the applicant's plans to provide security and fire protection, water supply and facilities, food supply and facilities, sanitation facilities, medical facilities and services, vehicle parking spaces, vehicle access and onsite traffic control, and what provision shall be made for numbers of participants in excess of the applicant's estimated attendance. The applicant shall also provide for cleanup of the premises and removal of garbage and refuse at the Town park after the event has

concluded.

9. <u>Time of Operation:</u>

- a. All park uses which are the subject of this policy are available for individual or group use during normally scheduled hours of operation. Exceptions are subject to review by the Manager and review and approval by the Board. Additional hours of operation may be allowed and approved by the Board.
- b. No group or individual may reserve a Town park more than four times per month, two of which may be weekends, including Friday, Saturday and Sunday. Additional use beyond these periods shall be subject to the regulations set forth in Paragraph c below.
- c. Extended park use involving multiple dates within a one month period may be granted for a maximum of one calendar year. All permits shall expire on December 31 of each year. Town park use is subject to the priority ranking schedule of this Policy. Reservations may be cancelled for a full refund of fees and/or deposits up to 5 business days prior to the scheduled use. If a reservation is cancelled with less than 5 business days remaining prior to the scheduled use, no refund of fees will be given, except in extraordinary circumstances, extreme weather, natural disasters, or other acts of God, but any deposits made will be refunded.

10. Alcohol and Food:

Should the applicant desire to dispense alcoholic beverages, or to permit the consumption of alcoholic beverages as part of a Town park use, the applicant must request permission from the Board on the application. Only beer or wine may be consumed at an event and/or during a Town park use. The applicant shall obtain any other permits required for the dispensing or consumption of alcoholic beverages, including but not limited to any liquor permits required by Douglas County, and proof of compliance with such permit requirements must be submitted with the completed application within the time for submitting the application as set forth in this Policy. The applicant shall ensure that no participant in the park use shall use or possess any liquid container made wholly or partially of glass or metal, and demonstrate, as a part of the application, the measures to be taken to restrict alcoholic beverage containers and to ensure that no alcoholic beverage will be consumed or dispensed outside of the area of the park.

The applicant shall provide facilities for the washing of hands for persons who prepare food at a special event.

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11. Smoking Prohibited:

Smoking is prohibited in the park except where specifically authorized.

12. Security/Law Enforcement Protection:

Security and law enforcement protection may be required for certain uses of a Town park, subject to the Board's discretion and the Douglas County Code. The Board shall consider the following when determining whether security and/or law enforcement protection is required: 1) where an event makes a major impact on a Town park and/or Town park facilities; 2) when alcohol is served; and/or 3) when additional precautions are deemed necessary due to the nature of the event. If required by the Board or by Douglas County Code, the applicant shall employ at his, their or its own expense, law enforcement protection or private security personnel. The number and type of officers shall be determined and specified by the Douglas County Sheriff's Office to provide for the preservation of order and protection of property in and around the park. If security and/or law enforcement protection is required, the applicant shall demonstrate to the satisfaction of the Board that the applicant has obtained the approval of the Douglas County Sheriff of all arrangements for security for the Town park use. The applicant shall be responsible for all costs of security which shall be determined by, and paid to, the Douglas County Sheriffs Office or its designee, or to a private security firm if applicable. Security shall be subject to the complete direction and control of the Sheriff's Office.

13. Sanitation Facilities:

The park facilities include limited sanitation facilities. The applicant shall comply with the Douglas County Code and Nevada Administrative Code 444.825 regarding providing toilet facilities, which may include, but is not limited to, providing enclosed portable chemical toilets or enclosed flush type water closet facilities, marked "Men" and "Women" as appropriate, the type and quantity of such toilets and/or facilities to be determined by the Town Manager and approved by the Board pursuant to Nevada.

Every applicant shall be required to provide for solid waste disposal. All solid waste disposal shall be provided by the Gardnerville Health and Sanitation Department which, based upon the application, shall determine the number and type of containers, and pickup and removal of refuse, trash, garbage and rubbish, subject to Board approval. Removal of all trash and refuse shall be at the applicant's expense.

The applicant shall provide adequate assurance to the Board that, at the conclusion of the use, the park shall be cleaned, and all refuse and garbage removed within twenty-four (24) hours of the time of the conclusion of the use.

14. Cleaning and Security Deposit:

A cleaning and security deposit ("deposit") of \$300.00 will be required to be paid upon submission of each application. The \$300.00 deposit applies one time to one event, so that if an applicant is also applying for a Town street closure and/or special event permit, only one \$300.00 cleaning deposit shall be paid per event. If the application is denied by the Board, the deposit will be refunded to the applicant within 30 days of the application being denied.

Upon recommendation by the Town Manager, the deposit may be waived subject to the Board's discretion, and based upon the use proposed and the Board's consideration of the matters set forth within a completed application, including, without limitation, the planned use, the number of attendees anticipated, whether or not alcohol will be dispensed or consumed, the hours of operation, and the sanitation facilities required. Even if the Board waives the deposit, the applicant may be responsible for payment of cleanup and/or other expenses as set forth in the Policy if such expenses are necessary of the applicant's use.

The deposit, once paid, may be refunded to the applicant, in whole or in part, subject to the Board's discretion, at the conclusion of the Town park use after inspection by Town staff for any additional clean-up and/or damages other than normal wear and tear. Cleanup by Town staff will be billed at \$25.00 per hour and will be applied to the deposit, with any remaining portion of the deposit refunded as consistent with this Policy. The applicant will remain responsible for any additional damages or repair expenses as a result of the use. A full or partial refund of the deposit, if Town staff determines it is due, will be returned to the applicant within thirty (30) days of the park use.

If the application is approved, prior to the event the applicant will be given instructions for cleaning the Town park to be used. An applicant shall clean the Town park to be used after the event. If, after the event has concluded, additional cleaning is required, it will be provided by the Town, which will bill at the rate of \$25.00 per hour as described in the paragraph immediately above.

15. Damage to Facilities:

Any applicant whose use of the park causes damage or excessive wear and tear to the park or its fixtures shall be required to reimburse the Town for all costs to repair, replace, restore, repaint or clean up the affected area to its original condition prior to the use. Any damage caused by a park use beyond normal wear and tear shall cause any future application submitted by the same person or entity to be reviewed to determine if the applicant will be allowed to use the park and its facilities in the future.

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16. Reservation Fee:

A basic reservation fee at the rate of \$25.00 per hour, up to \$300.00 maximum per day ("basic rate") is established by Board. At the time an applicant submits the completed written application, the Town Manager shall require a reservation fee based on the basic rate, the proposed use and classification of uses set forth below, and the proposed length of time of use, subject to final approval of the Board. The reservation fee set forth in this paragraph does not include the cleaning and security deposit described above.

17. Classification of Uses and Charges:

A. When two or more applications for use of a Town park are received by the Town, and each requests use of the park for the same time period, approval of an application for the requested time period shall be based upon the following classification of uses.

No application to use a Town park for a period of time shall be granted by the Town if the Board has previously approved an application for use of the park during the same period of time. The Town Board's policy is that the classification of uses established in this section of the Policy is to be applied when two or more applications are received, and each requests use of the park for the same period of time.

- B. Class I: No fee (0% of basic rate)
 - a. Non-profit county youth groups when the activity is open to the public for activities and meetings for recreational purposes.
 - b. Groups or community organizations providing adult or youth group recreation activities which are free and open to the public.
 - c. All governmental meetings and fund-raising activities sponsored by a government agency when a reciprocal agreement exists with the governmental applicant.

Class I users include, without limitation, county youth groups or agencies serving youth which are non-profit, tax exempt or not-for-profit activities whose primary purpose is to provide for recreation for Douglas County residents. A majority of participants must be Douglas County residents. Any fee charged for the activity must be used for the support of the activity. For governmental agencies, the fund-raising activity must relate to the governmental operations.

C. Class II: One-half (50%) of basic rate

Recreational or charitable fund-raising activities for local, community youth serving groups and non-recreational groups when all funds raised support community,

charitable and/or recreational activities.

This rate pertains primarily to fund-raising activities by county community organizations and youth serving agencies in support of recreation and/or community activities. Fund-raising activities must have as a main purpose the generation of funds to support the youth or community activities.

D. Class III; 100% of basic rate

Groups included within this classification are religious, political or union groups conducting meetings; private parties, individual uses and family uses which are not open to the general public; and closed and open dances and fund-raising events where the funds which are raised are not used to support a community or local recreational activity.

Class III uses are usually with private functions and are not open to the public, including private parties, individual uses and family uses. Class III includes community organizations where the event will not generate funds for the organization or will not be open to the public.

E. Class IV: 100% of basic rate plus 25% of gross receipts

Class IV uses will include commercial or personal use of the park for financial gain.

The full basic rate plus 25% of gross receipts received by applicant during the applicant's use of the Town park and for the specified Town park use.

Class IV includes a significant activity whose purpose is a commercial use and/or which constitutes a major impact upon the public. Any request for a Class IV use must be approved by the Board, which may review, among other factors, the nature of the profit-making organization, company or enterprise.

F. The Board's policy is that, for competing applications for the same period of time, the Manager shall rate the competing applications based upon the classification of uses set forth within this section so long as no other approved application has requested use of the park for the same period of time.

18. Additional Charges:

Additional charges may be levied over the basic rate charged when any one or more of the following occur:

a. When the facility would not normally be open and Town staff are required to be on

duty or to perform a service.

- b. When the applicant requests Town staff to assist in set-up, breakdown, clean-up, park preparation or other maintenance duties when required during other than normal operating hours.
- c. When Town staff are required for control of the event.
- d. When the proposed use requires park renovation or facility repair as a result of the proposed activity.
- e. When damage to the park and its facilities is reasonably foreseeable, or has occurred, and includes without limitation all material costs, supplies and labor.

The determination of requirements for additional charges shall be made by the Manager. The applicant will be charged at the rate of \$25.00 per hour when use of Town staff is required, such use as determined by the Manager.

A total of the basic rate and any additional deposit, as required by this Policy, shall be paid in full at the time of the submission of the application. In no event shall any fee or deposit required by the Town be paid later than 10 business days prior to the date of the event. If the fees are not paid in full prior to 10 business days prior to the event, the permit shall be revoked.

19. Refunds:

Any applicant may cancel an application prior to its approval and receive a full refund minus a \$25.00 administrative fee.

An approved applicant may cancel its reservation 5 business days prior to the event with a full refund of the reservation fee minus a \$25.00 administrative fee. In the event an applicant cancels its reservation for Town park use at any time prior to the event, the cleaning and security deposit will be refunded regardless of when the cancellation is made.

If an approved applicant cancels its reservation less than 5 business days prior to the event, the reservation fee will not be refunded, except in extraordinary circumstances, extreme weather, natural disasters, or other acts of God.

A cleaning and security deposit of \$300.00 is set forth in Section 14 above. Deposits may be refundable subject to the terms of this Policy.

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20. Miscellaneous Park Use Rules:

Street Closures or Special Events: In the event that the applicant proposes to close any streets or alleyways within the Town, the applicant shall also comply with the Town's Street Closure / Special Events Policy.

Dumpster Fee and Litter: The applicant will be charged a fee of \$25.00 per garbage dumpster for groups of 50 or more people. Litter must be placed in appropriate garbage containers and/or wastebaskets and/or removed by park users from the Town park being used.

Winter Restroom Use: The applicant will be charged \$50.00 if park restroom use is required from the time period of the day immediately after Thanksgiving until March 31 of the next year.

Damage or Destruction of Town Property: No person shall intentionally damage, destroy, remove or modify any Town property. No person shall operate any vehicle, including but not limited to motorcycles, all-terrain vehicles, dune buggies, or other motor vehicles, within a Town park, except on designated paved roads. Vehicles may not be driven on any lawn or surface other than the designated parking areas without the express permission of the Board and as recommended to the Board by the Town Manager.

Music: The Board must authorize any amplified music.

Tents, Canopies, Awnings, etc.: The Board must authorize the erection of tents, canopies, awnings, or other like structures. Bounce houses, dance floors, or tents larger than 20 ft. by 20 ft. may be subject to additional security deposits and/or insurance coverage, at the discretion of the Board and as recommended to the Board by the Town Manager. Stakes are not permitted for use in securing tents, etc.

Signs: Signs are not allowed within the park without the express permission of the Board and as recommended to the Board by the Town Manager.

Dogs: Dogs, except seeing eye guide dogs, police dogs or service dogs, are not allowed in Town parks. The Board may allow other animals in Town parks when part of an event at its sole discretion.

Hunting, Trapping, and/or Fishing: Hunting and trapping in Town parks are strictly prohibited. Fishing is not permitted, except in areas specifically designated for that use in the manner provided for. All fishing is subject to and in conformance with Nevada Revised Statutes and Nevada Division of Wildlife regulations.

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Firearms, Crossbows, Air Rifles, and Fireworks: The discharge of firearms, crossbows, air rifles or fireworks is strictly forbidden.

Camping: Camping is not permitted in Town parks. Exceptions may be granted at the sole discretion of the Board.

All Other Laws: An applicant requesting to use a Town park for an event is responsible for complying with all federal, state, and county laws and ordinances, including the Nevada Revised Statutes, the Nevada Administrative Code, and the County Code for Douglas County, Nevada ("Douglas County Code"). This includes but is not limited to any outdoor festival permits, liquor licenses, etc. required by the U.S. government, the State of Nevada, Douglas County - Nevada, or the Town of Gardnerville.

The Town shall provide a copy of this Policy to the applicant at the time of furnishing an application.



TOWN OF GARDNERVILLE STREET CLOSURE / SPECIAL EVENTS POLICY RULES AND REGULATIONS

1. Street Closure/Special Events Policy:

The Gardnerville Town Board ("Board") finds and declares that the public health, safety and welfare of the inhabitants of the Town of Gardnerville ("Town") requires the regulation and control of all persons desiring to promote, encourage or sponsor special events which may include closure of certain streets or alleyways within the Town for limited amounts of time. The Board will, for special events within the Town, allow for the closure of certain streets for limited amounts of time for the purpose of conducting special events. No person or entity shall conduct a special event within the Town without first applying to the Town office for a permit issued by the Board for the conduct of the special event and/or street closure. Any completed application submitted will be placed on the next available Town Board agenda for review and consideration by the Board.

2. <u>Definition</u>:

A special event, which may or may not involve the closure of a street or alleyway within the Town, is defined to include any entertainment event which is organized or promoted for commercial purposes whether or not an admission fee or donation is requested or required. A special event shall also include any music festival, dance festival, parade, rock festival, similar music activity, or any other activity which may involve the use of the Town streets, alleyways and/or parks. The Town Board's permission shall also be first sought when a special event includes music provided by paid or amateur performers or by pre-recorded means, which is held at any place other than a permanent building or permanent installation which has been constructed for the purpose of conducting such activities or similar activities. The Town Board's approval of any event to which members of the public are invited or admitted for a charge or free of cost shall be obtained prior to the event.

A special event is also defined to mean any event where the sponsor of the event conducts any activity related to the event on a street, alleyway or park within the Town of Gardnerville requiring its/their complete or partial closure.

The term "street" as used in this policy includes U.S. Hwy. 395 in the Town of Gardnerville.

3. Permit Required:

No person or entity shall operate, maintain, conduct, advertise or sell or furnish tickets for a special event in the Town unless a permit from the Board is first obtained after public hearing before the Board.

4. Application:

A completed "Reservation Form and Release of Liability and Indemnification Agreement" ("application") for permission to conduct a special event, which may or may not involve the closure of a street, park or alleyway within the Town, shall be made in writing to the Town Manager at least 10 business days prior to the time indicated for the commencement of the planned event; shall be accompanied by a refundable application fee of \$100.00; and shall contain the following information to be considered complete and eligible for consideration by the Board:

- A. The name, age, residence and mailing address of the person or entity making the application. If the application is made by an entity, the names and addresses of the principals of the entity must appear. Where the applicant is a corporation, the application must be signed by the president, vice-president and secretary of the corporation and must contain the residence addresses of the corporate officers and a certified copy of the Articles of Incorporation as a part of the application.
- B. A statement of the kind, character or type of special event which the applicant proposes to conduct, operate or carry on, and if applicable, the name(s) of the street(s), park(s) or alleyway(s) within the Town for which permission to closs such street, park or alleyway is sought.
- C. The home, office and/or work telephone numbers of the applicant, and if the application is by an entity, the home, office and/or work telephone numbers of the principals. If the application is made by a corporation, the home, office and/or work telephone numbers of the president, vice-president, and secretary shall be supplied.
- D. The address or legal description of the place where the proposed special event is to be conducted, operated or carried on, and the name(s) of the street(s), park(s) and alleyway(s), and the length of such street(s), park(s) or alleyway(s) sought to be closed. The applicant shall also submit proof that the fee owner of the property where the special event is to be conducted consents, in writing, that the site may be used for the proposed special event.
- E. The date or dates and hours during which the special event is proposed to be conducted.
- F. An estimate of the number of patrons, customers, spectators, participants and/or other persons expected to attend the special event for each day it is proposed to be conducted.

G. Proof that the applicant has sought and received the requisite approvals from Douglas County, including, without limitation, and if required, a liquor license and/or an outdoor festival and entertainment event license, and that the applicant has received all approvals from Douglas County. Failure to submit the requisite proof of Douglas County approval(s) shall be deemed to be an automatic determination that the application is incomplete, and shall not be heard by the Board until complete.

The application fee for a complete application will be refunded if an applicant cancels a street closure and/or special event, as set forth in this Policy, at least 5 business days prior to the event. In any event, the cleaning and security deposit set forth in this Policy will be refunded if the applicant cancels a street closure and/or special event prior to such closure or event, regardless of when the applicant cancels. All refunds will be given within 30 days of cancellation.

5. <u>Festival Plans</u>:

Included with the application shall be a detailed explanation of the applicant's plans to provide security and fire protection, water supply and facilities, food supply and facilities, sanitation facilities, medical facilities and services, vehicle parking spaces, vehicle access and on-site traffic control, and what provision shall be made for numbers of spectators in excess of the applicant's estimated attendance. The applicant shall also provide for clean-up of the premises and removal of garbage and refuse after the event has concluded.

If the applicant requests the closure of a street, park or alleyway within in the Town, the applicant shall provide a detailed plan of the event including signs, barricades, traffic control and parking.

Should the Board approve of the applicant's request to close a street or alleyway, the applicant shall be required to provide notice to all residents and tenants affected by the closure at least 10 business days in advance and provide notice to the Town Manager that such residents and tenants have consented to the closure of the street and/or alleyway. Such consent(s) is not required for park use.

Should the application for a special event/street closure be for a site which is contiguous to U.S. Hwy. 395, or which involves the closure of a street or alleyway intersecting U.S. Hwy. 395, the applicant shall submit with the application written evidence of approval of the special event/street closure by the Nevada Department of Transportation.

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Adopted 1/7/03 Revised January 2013

6. <u>Insurance</u>:

As part of the application, each applicant shall supply proof of insurance. Comprehensive general liability insurance naming the Town of Gardnerville as an additional insured and certificate holder will be required for any special event/street closure with minimum limits of insurance of \$1 million for each occurrence and \$1 million annual aggregate. Insurance coverage must include premises, operations, products and completed operations, at a minimum.

7. Alcohol:

Should the applicant desire to dispense alcoholic beverages, or to permit the consumption of alcoholic beverages as part of the special event and/or street closure, the applicant must request permission to consume or dispense alcoholic beverages from the Board. The applicant shall ensure that no participant in the special event/street closure shall use or possess any liquid container made wholly or partially of glass or metal, and demonstrate, as a part of the application, the measures to be taken to restrict alcoholic beverage containers and to ensure that no alcoholic beverage will be consumed or dispensed outside of the area of the site where the special event/street closure will occur. The applicant is also responsible for obtaining any other alcohol or liquor permits required by the Douglas County Code or other laws or regulations.

8. Security/Law Enforcement Protection:

For every special event/street closure permit, the applicant shall employ, at its own expense, security and/or law enforcement protection. The number and type of officers shall be determined and specified by the Douglas County Sheriff's Office to provide for the preservation of order and protection of property in and around the place of the special event/street closure. The applicant shall demonstrate to the satisfaction of the Town Board that the applicant has obtained the approval of the Douglas County Sheriff of all arrangements for security for the special event/street closure. The applicant shall be responsible for all costs of security which shall be determined by, and paid to, the Douglas County Sheriff's Office or its designee, or to a private security firm. Security shall be subject to the complete direction and control of the Sheriff.

9. Hours of Operation:

All special events which are subject to this policy shall close and cease operation continuously between the hours of 12:00 a.m. and 9:00 a.m. of each and every day of the special event, unless different hours of operation of the special event are approved by the Board.

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10. Sanitation Facilities:

Every applicant shall provide at least one enclosed portable, chemical toilet, or one enclosed flush type water closet facility marked "Men" and one facility marked "Women" at the site of the special event/street closure on the basis of one such facility for each forty (40) males and one such facility for each forty (40) females expected to be in attendance. This paragraph is subject to the Douglas County Code and NAC 444.825, and toilet facility requirements may vary depending on the event being conducted.

Every applicant shall be required to provide for solid waste disposal. All solid waste disposal shall be provided by the Gardnerville Health and Sanitation Department which, based upon the application, shall determine the number and type of containers, and pickup and removal of refuse, trash, garbage and rubbish. Removal of all trash and refuse shall be at the applicant's expense.

The applicant shall provide adequate assurance to the Town that, at the conclusion of the special event, the site of the special event shall be cleaned, and all refuse and garbage removed within twenty-four (24) hours of the time of the conclusion of the special event/street closure.

11. Cleaning and Security Deposit:

A cleaning and security deposit ("deposit") of \$300.00 will be required to be paid upon submission of each application. The \$300.00 deposit applies one time to one event, so that if an applicant is also applying for a Town park use reservation, only one \$300.00 cleaning deposit shall be paid per event. If the application is denied by the Board, the deposit will be refunded to the applicant within 30 days of the application being denied.

Upon recommendation by the Town Manager, the deposit may be waived subject to the Board's discretion, and based upon the event and/or use proposed and the Board's consideration of the matters set forth within a completed application, including, without limitation, the planned event and/or use, the number of attendees anticipated, whether or not alcohol will be dispensed or consumed, the hours of operation, and the sanitation facilities required. Even if the Board waives the deposit, the applicant may be responsible for payment of cleanup and/or other expenses as set forth in the Policy if such expenses are necessary of the applicant's use.

The deposit, once paid, may be refunded to the applicant, in whole or in part, subject to the Board's discretion, at the conclusion of the street closure and/or special event after inspection by Town staff for any additional clean-up and/or damages other than normal wear and tear. Cleanup by Town staff will be billed at \$25.00 per hour and will be applied to the deposit, with any remaining portion of the deposit refunded as consistent with this Policy. The applicant will remain responsible for any additional damages or repair expenses as a result of the use. A full or partial refund of the deposit, if Town staff determines it is due, will be

returned to the applicant within thirty (30) days of the park use.

If the application is approved, prior to the event the applicant will be given instructions for cleaning the area used. An applicant shall clean the area used after the event. If, after the event has concluded, additional cleaning is required, it will be provided by the Town, which will bill at the rate of \$25.00 per hour as described in the paragraph immediately above.

12. Park Use:

In the event that the special event/street closure application contemplates use of a Town park, the applicant shall comply with all of the Town's rules and regulations relating to park use.



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

Organization: (If a corporation, a copy of the Articles of Contact Person: Home/Cell Phone:			YesNo
Contact Person:			
Home/Cell Phone:	email:		
HOLLIC/ COLL I HOLIC,	Business Phone:	Fax:	
Mailing Address:			
(If corporation, attach home or business	phone and addresses of president	, vice-president a	nd secretary)
Requesting: Heritage Park	Is request for exclusive us	se of park: Yes	No
Requesting: Heritage Park If Heritage Park but not exclusive use, de	escribe which area of park is being	g requested:	
Requesting: Street Closure	Street(s) proposing to be closed:		
(US Hwy 395, SR75, and streets closed a Waterloo, Toler, Elges, Grant, Stodick, a	at intersections of US Hwy 395 req and Muller require County permiss	uire NDOT encro sion)	achment permit;
Requesting: Other	Location of Event/Activit	ies (<i>if other than</i> 1	Heritage Park):
Submit letter of property owner's permi	ssion if event is to be held on priva	ite property)	
Name and description of event, concession	ons, fund-raiser, etc.:		
Event date(s):	Event hours (including set up	& tear down):	
This event is: Non-Profit: For Profit organizations must submit II		Open to Publi	c:
f non-profit event, describe who benefits	s from proceeds of event:		
Number of patrons, customers, spectators	s, participants, etc. expected to atte	end on each day o	of the event:
		and an area of the	a man dan da Carata
Douglas County Outdoor Festival Perm	it is required if more than 500 atte	nuees expected of	n any aay oj even.

Will a fee be charged to attend the event? YesNo
Date(s) Requested (include setup and tear down time):
Event hours:
Describe proposed event, concessions, fund-raisers, etc:
Town services, if any, required:
(Electrical outlets, restroom/toilet facilities, etc.)
Will you have tents, bounce houses, canopies, dance floors etc? Yes No
If Yes, specify quantity, dimesions, etc.:
(Stakes are not permitted for use in securing tents, etc.; bounce houses, dance floors or tents larger than 20' X 20' may be subject to additional security deposits and/or insurance coverage)
Number of patrons, customers, spectators, participants and/or other persons expected to attend the use for each day it is proposed to be conducted:
(If more than 500 people are expected to attend the event, a Douglas County outdoor festival permit is required) *Groups of 50 or more require a mandatory garbage dumpster service (\$25.00/dumpster)
Event Insurance Carrier & Telephone #:
(Certificate of Insurance naming the Town as additional insured is required)
Event Security Plan:
(Submit Douglas County Sheriff's Office authorization and approval)
Water and Sanitation Plan if food is being sold or consumed during event:
Event Clean-up/Sanitation/Garbage Plan:
(Garbage dumpsters/porta-a-cans/restrooms/etc.)
Fire/Emergency Medical Services Plan:
(Submit East Fork Fire Protection District authorization and approval)
Event Parking Area. (Heritage Park Parking MUST remain open for visitors at all times)

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

WAIVER OF LIABILITY

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

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

Signature(s) of Authorized Representative(s) of Applicant:	Date:
	Date:
(If applicant is a corporation, must include signature of president, vice prescorporation)	Date:
Printed Name(s) of Authorized Representative(s) of Applicant above:	
·	
(Town Office Use Only)	
Application Fees Paid:	
Deposit amount Paid: Date Processed.	
Receipt Number: Facility Reviewed:	
Scheduled for Town Board Agenda: Approved:	
Scheduled for Douglas County Commissioner Agenda:	
Approved:	
Deposit Returned:	



TOWN OF GARDNERVILLE

TOWN OPERATIONS MANUAL DIRECTIVES AND PROCEDURES

Number 24.23

SUBJECT: Special Events, Street Closure, and Parks Reservation Policy

Issue Date:1/2003, Revised 1/2013, Revised 11/2019

- I. Purpose: To provide a consistent process to the public, Town Staff, and Town Board for review and approval of proposed special events, street closures and parks reservations within the Town of Gardnerville. To ensure all members of the public wishing to hold a special event, close a street or alleyway or reserve a Town Park are treated equally and to provide clear responsibilities and expectations by the Town and applicant when a park is reserved.
- <u>Directive:</u> The Gardnerville Town Board ("Board") finds and declares that the public health, safety and welfare of the inhabitants of the Town of Gardnerville ("Town") requires the regulation and control of persons desiring to promote, encourage or sponsor special events which may include the closure of certain streets or alleyways or reservation of certain parks within the Town. Any entity wishing to hold a special event requiring the closure or partial closure of a Town Right of Way or Town Park shall make application to the Town Office.

Exemptions: Special events and street closures listed below are exempt from application to the Town:

- A. All proposed street closures and special events are subject to Douglas County Code 10.10 Temporary Traffic Control. This section of code states any temporary road closures associated with a construction permit will be issued by Douglas County after review by Town Staff.
- B. Road closures or restrictions of under one hour do not require a permit.
- C. Any temporary road closures necessitated due to emergencies (medical, civil, utility, or similar) are exempt from review by the Town.
- D. If the special event is anticipated to attract more than 500 participants the event is subject to Douglas County Code 5.12 Outdoor Festivals. Applicant for special event or street closure shall be made to the Douglas County Board of County Commissioners who shall provide the Town Board the opportunity to hear the request. All cleaning deposits required in this policy must be submitted to the Town of Gardnerville prior to the event regardless if the event is approved as a County Outdoor Festival.
- III. Definition: A special event is defined to include any entertainment event which is organized or promoted for commercial purposes whether or not an admission fee or donation is requested or required. A special event may or may not involve the closure of a street or alleyway or reservation of a Town Park. A special event shall also include any music festival, dance festival, parade, rock festival, similar music activity, or any other activity which may involve the use of the Town streets, alleyways and/or parks. The Town Board's permission shall also be first sought when a special event includes music provided by paid or amateur performers or by pre recorded means, which is held at any place other than a permanent building or permanent installation which has

been constructed for the purpose of conducting such activities or similar activities. The Town Board's approval of any event to which members of the public are invited or admitted for a charge or free of cost shall be obtained prior to the event.

A special event is also defined to mean any event where the sponsor of the event conducts any activity related to the event on a street, alleyway or park within the Town of Gardnerville requiring its/their complete or partial closure. Any gathering of more than fifty people in a public space for athletic, commercial, communal, charitable, and educational purposes shall be considered a special event.

The term "street" as used in this policy includes U.S. Hwy. 395 in the Town of Gardnerville.

IV. Special Event Procedure: A completed "Reservation Form and Release of Liability and Indemnification Agreement" ("application") for permission to conduct a special event, which may or may not involve the closure of a street or alleyway or reservation of a park within the Town, shall be made in writing to the Town Manager. Special events which are anticipated to attract less than 250 participants and will not distribute alcohol and do not propose to provide live music may be approved at the discretion of the Town Manger. Applications for special events or road closures which are anticipated to attract more than 250, but less than 500 participants, will distribute alcohol or which will provide live music must receive approval by the Town Board. Proposed events which do not meet the threshold requiring Board approval, but which have unique characteristics or may be noteworthy to the public may be referred to the Town Board at the discretion of the Town Manager. Events which could potentially attract more than 500 participants must make application to the Board of County Commissioners through the County Clerk for an outdoor festival permit.

Applications must be submitted to the Town Offices by the 20th Day of the month preceding the event in order to have time to be agenized before the Town Board. The earlier an application is submitted the better opportunity there will be for staff to work with the applicant or request additional information to ensure the Town Board has all the information they need in order to make an educated decision.

All applications for a special event shall contain the following information to be considered complete and eligible for consideration by the Town:

- A. The name, age, residence and mailing address of the person or entity making the application. If the application is made by an entity, the names and addresses of the principals of the entity must appear. Where the applicant is a corporation, the application must be signed by the president, vice-president and secretary of the corporation and must contain the residence addresses of the corporate officers and a certified copy of the Articles of Incorporation as a patl of the application.
- B. A statement of the kind, character or type of special event which the applicant proposes to conduct, operate or carry on, and if applicable, the name(s) of the street(s), park(s) or alleyway(s) within the Town for which permission to close such street, park or alleyway is sought.

- C. The home, office and/or work telephone numbers of the applicant, and if the application is by an entity, the home, office and/or work telephone numbers of the principals. If the application is made by a corporation, the home, office and/or work telephone numbers of the president, vice-president, and secretary shall be supplied.
- D. The address or legal description of the place where the proposed special event is to be conducted, operated or carried on, and the name(s) of the street(s), park(s) and alleyway(s), and the length of such street(s), park(s) or alleyway(s) sought to be closed. The applicant shall also submit proof that the fee owner of the property where the special event is to be conducted consents, in writing, that the site may be used for the proposed special event.
- E. The date or dates and hours during which the special event is proposed to be conducted.
- F. An estimate of the number of patrons, customers, spectators, participants mid/or other persons expected to attend the special event for each day it is proposed to be conducted.
- G. Proof that the applicant has sought and received the requisite approvals from Douglas County, including, without limitation, and if required, a liquor license and/or an outdoor festival and entertainment event license, and that the applicant has received all approvals from Douglas County. Failure to submit the requisite proof of Douglas County approval(s) may lead to the shall be deemed to be an automatic determination that the application is incomplete, and shall may not be heard by the Town Board until complete. If the applicant is on the agenda of a future Douglas County Board Meeting the Town Board will hear the item to provide a recommendation to the County Board.
- H. Detailed explanation of the applicant's plans to provide security and fire protection, water supply and facilities, food supply and facilities, sanitation facilities, medical facilities and services, vehicle parking spaces, vehicle access and onsite traffic control, and what provision shall be made for numbers of participants in excess of the applicant's estimated attendance. The applicant shall also provide for cleanup of the premises and removal of garbage and refuse at the Town Ppark, street, alleyway or other premises after the event has concluded.
- I. Should the application for a special event/street closure be for a site which is contiguous to U.S. Hwy. 395, or which involves the closure of a street or alleyway intersecting U.S. Hwy. 395, the applicant shall submit with the application written evidence of approval of the special event/street closure by the Nevada Department of Transportation.
- V. Road Closure Application: In addition to the information provided with the special event application the following information is required for the Town to consider a proposed road closure:
 - A. Complete the road closure section of the application. Provide the name, dates, and times of the proposed street or alleyway closure.

- B. A temporary traffic control plan conforming to the Manual for Uniform Traffic Control Devices (MUTCD) shall be provided for any road closures or restrictions.
- <u>VI.</u> Park Reservation Procedure: No person or entity shall be entitled to reserve any area or the entire area of a Town park Park for the operation, maintenance, conduct, or advertisement of any activity, or advance ticket sales related thereto, unless a permit from the Town is first obtained by submitting an application, described below, to the Town Manager with the appropriate decision maker/body and the Board, and the Board approving such application.
 - A. <u>Definitions</u>: An application for Town Ppark use, which may or may not involve the entire Town pPark facility, shall be construed as a use of that portion of the Town Ppark to the exclusion of all other public and private users for the reserved period of time ("use" or "park use"). Park use shall be arraigned by the Manager according to this policy. A park use includes any event conducted within a Town Ppark, whether organized or promoted for commercial purposes or non-commercial purposes, whether or not an admission fee or donation is requested or required, and shall include any exclusive use of a Town park.
 - B. Parks Reservation Application: In addition to the information provided with the special event application the following information is required for the Town to allow for the reservation of a park:

Where applicable, if an application proposes the erection of temporary facilities to be used for the event to be conducted in the Town Park, the application shall utilize the Town's template for location of temporary facilities, such as booths, and demonstrate to the satisfaction of the Town Manager that all temporary facilities are located in conformity with the template.

B.C. Priority of Users: The Board establishes, in the first instance, that reservation of Town Pparks shall be on a first come, first served basis. If an application is received, reviewed and approved, the application to use a Town Ppark shall take precedence over any other applications even if a later received application requests use of the park for the same time period.

For applications received, but not yet approved, that request the same period of time of use of a Town Ppark, then park use will be based on a priority pursuant to the Board's findings and the following priorities:

- 1. Town sponsored activities.
- 2. Main Street Gardnerville sponsored activities.
- 3. Student groups sponsored by the Douglas County School District.
- 4. Youth, family or adult community recreation activities open to the public sponsored or conducted by a recognized community organization.
- 5. Governmental agency meetings open to the public.
- 6. Douglas County-based groups or individuals conducting activities restricted to members of the group or entity, and are otherwise closed to the public.
- 7. Religious, sectarian or political meetings.
- 8. Commercial uses for financial gain.
- 9. Out-of-county group or organizational uses.

C.D. Board Findings:

The Board has found that certain activities to be conducted within Town parks should be subject to a park reservation fee based upon the following findings classifications of uses and charges:

- A. Youth activities are to be supported and subsidized to ensure an open and inviting park use environment. The Town will not charge a fee for youth activities except for minimum fees necessary for security and/or cleaning of Town park facilities.
- B. Adult activities are also to be supported, but are subject to fees based on a greater ability to support and pay for use of Town parks.
- C. Youth-oriented community organizations should be allowed to maximize fund-raising efforts in support of a non-profit youth activity organization.
- D. All requests are subject to the Manager's priority ranking to ensure reservation of Town parks.
- E. Deposits and insurance requirements will be required according to the schedule set forth in this Policy to ensure continuing availability and security of Town parks.
- F. Additional fees may be charged beyond the minimum fees, at the discretion of Town staff, when the impact on the Town in accommodating the park use is beyond normal operations, such as Town staff overtime and cleanup costs.
- G. Uses of Town parks which are for commercial purposes, or other uses creating major impacts on the park facilities, will be reviewed by the Manager on a case by case basis. The Manager's recommendation shall be provided to the Board plior to approval of such park use.

Classification of Uses and Charges:

- 1. When two or more applications for use of a Town Park are received by the Town, and each requests use of the park for the same time period, approval of an application for the requested time period shall be based upon the following classification of uses.
- No application to use a Town park Park for a period of time shall be granted by the Town if the Board has previously approved an application for use of the park during the same period of time. The Town Board's policy is that the classification of uses established in this section of the Policy is to be applied when two or more applications are received, and each requests use of the park for the same period of time.
- 2. Class I: No fee (0% of basic rate as defined below in this policy)
 - a. Non-profit county youth groups when the activity is open to the public for activities and meetings for recreational purposes.
 - a.b. Any park use for an event associated with Main Street Gardnerville.

- **c** b. Groups or community organizations providing adult or youth group recreation activities which are free and open to the public.
- <u>d</u>e. All governmental meetings and fund-raising activities sponsored by a government agency when a reciprocal agreement exists with the governmental applicant.

Class I users include, without limitation, county youth groups or agencies serving youth which are non-profit, tax exempt or not-for-profit activities whose primary purpose is to provide for recreation for Douglas County residents. A majority of participants must be Douglas County residents. Any fee charged for the activity must be used for the support of the activity. For governmental agencies, the fund-raising activity must relate to the governmental operations.

3. Class II: One-half (50%) of basic rate

Recreational or charitable fund-raising activities for local, community youth serving groups and non-recreational groups when all funds raised support community, charitable and or recreational activities.

This rate pertains primarily to fund-raising activities by county community organizations and youth serving agencies in support of recreation and/or community activities. Fund-raising activities must have as a main purpose the generation of funds to support the youth or community activities.

4. Class III: 100% of basic rate

Groups included within this classification are religious, political or union groups conducting meetings; private parties, individual uses and family uses which are not open to the general public; and closed and open dances and fund-raising events where the funds which are raised are not used to support a community or local recreational activity.

Class III uses are usually with private functions and are not open to the public, including private parties, individual uses and family uses. Class III includes community organizations where the event will not generate funds for the organization or will not be open to the public.

5. Class IV: 100% of basic rate plus 25% of gross receipts

Class IV uses will include commercial or personal use of the park for financial gain. The full basic rate plus 25% of gross receipts received by applicant during the applicant's use of the Town park and for the specified Town park use.

Class IV includes a significant activity whose purpose is a commercial use and/or which constitutes a major impact upon the public. Any request for a Class IV use must be approved by the Board, which may review, among other factors, the nature of the profit-making organization, company or enterprise.

6. The Board's policy is that, for competing applications for the same period of time, the Manager shall rate the competing applications based upon the classification of uses set forth within this

section so long as no other approved application has requested use of the park for the same period of time.

VII. Festival Plans: Larger events which meet Douglas County Code 5.12 "Outdoor Festivals and Entertainment Events" must be processed through the Douglas County Clerk. The Clerk will provide the Town Manager with the application which will be placed on the agenda for the Town Board agenda for the Town's recommendation to the Board of County Commissioners.

Included with the application shall be a detailed explanation of the applicant's plans to provide security and fire protection, water supply and facilities, food supply and facilities, sanitation facilities, medical facilities and services, vehicle parking spaces, vehicle access and on-site traffic control, and what provision shall be made for numbers of spectators in excess of the applicant's estimated attendance. The applicant shall also provide for clean-up of the premises and removal of garbage and refuse after the event has concluded.

If the applicant requests the closure of a street, park or alleyway within in the Town, the applicant shall provide a detailed plan of the event including signs, barricades, traffic control and parking. Should the Board approve of the applicant's request to close a street or alleyway, the applicant shall be required to provide notice to all residents and tenants affected by the closure at least IO business days in advance and provide notice to the Town Manager that such residents and tenants have consented to the closure of the street and/or alleyway. Such consent(s) is not required for park use.

VIII. Insurance: As part of the application, each applicant shall supply proof of insurance.

Comprehensive general liability insurance naming the Town of Gardnerville as an additional insured and certificate holder will be required for any special event/street closure with minimum limits of insurance of \$1 million for each occurrence and \$1 million annual aggregate. Insurance coverage must include premises, operations, products and completed operations, at a minimum. If alcohol will be provided at the special event the insurance coverage must include liquor liability coverage.

IX. Deleterious Substances:

- A. <u>Tobacco Use and Smoking Smoking Prohibited</u>: Smoking and use of smokeless tobacco is prohibited in Town the Pparks except where specifically authorized.
- B. E-cigarettes are approved for use in Town Parks as long as all federal, state, and local laws are followed.
- C. Marijuana is prohibited for use within any Town owned Park or Open Space.
- B.D. Alcohol: Should the applicant desire to dispense alcoholic beverages, or to permit the consumption of alcoholic beverages as part of the special event and/or street closure, the applicant must request permission to consume or dispense alcoholic beverages from the Board. The applicant shall ensure that no participant in the special event/street closure shall use or possess any liquid container made wholly or partially of glass or metal, and demonstrate, as a

part of the application, the measures to be taken to restrict alcoholic beverage containers and to ensure that no alcoholic beverage will be consumed or dispensed outside of the area of the site where the special event/street closure will occur. The applicant is also responsible for obtaining any other alcohol or liquor permits required by the Douglas County Code or other laws or regulations.

- X. Security/Law Enforcement Protection: For every special event/street closure permit, the applicant shall employ, at its own expense, security and/or law enforcement protection. The number and type of officers shall be determined and specified by the Douglas County Sheriff's Office to provide for the preservation of order and protection of property in and around the place of the special event/street closure. The applicant shall demonstrate to the satisfaction of the Town Board that the applicant has obtained the approval of the Douglas County Sheriff of all arrangements for security for the special event/street closure. The applicant shall be responsible for all costs of security which shall he determined by, and paid to, the Douglas County Sheriffs Office or its designee, or to a private security firm. Security shall he subject to the complete direction and control of the Sheriff.
- XI. Hours of Operation: All special events which are subject to this policy shall close and cease operation continuously between the hours of 12:00 a.m. and 9:00 a.m. of each and every day of the special event, unless different hours of operation of the special event are approved by the Board.
- Sanitation Facilities: Every applicant shall provide an estimate of the number of required water closet facility required for their event. The estimate must be based on actual calculations and not estimates. A "portable restroom calculator" such as is found at https://onsiteco.com/how-may-porta-potties-do-I-need/ or similar may be used. Such factors as length of event, gender of spectators, availability of alcohol, etc affect the number of required restrooms. If Town Staff does not agree with the applicants calculations they may provide a separate calculation which the applicant is required to abide by. at least one enclosed portable, chemical toilet, or one enclosed flush type water closet facility marked "Men" and one facility marked "Women" at the site of the special event/street closure on the basis of one such facility for each forty (40) guests who will be in attendance. This paragraph is subject to the Douglas County Code and NAC 444.825, and toilet facility requirements may vary depending on the event being conducted. If the special event is associated with a building, park, or other facility with permanent sanitation facilities those facilities may count toward the total number of required water closets.

Every applicant shall be required to provide for solid waste disposal. All solid waste disposal shall be provided by the Gardnerville Health and Sanitation Department which, based upon the application, shall determine the number and type of containers, and pickup and removal of refuse, trash, garbage and rubbish. Removal of all trash and refuse shall be at the applicant's expense.

The applicant shall provide adequate assurance to the Town that, at the conclusion of the special event, the site of the special event shall be cleaned, and all refuse and garbage removed within twenty-four (24) hours of the time of the conclusion of the special event/street closure.

XIII. Fees:

- A. The application for a special event shall be accompanied by a refundable application fee of \$1 00.00 \$150; and shall contain the following information to be considered complete and eligible for consideration by the Board.
- B. Simple Traffic Control Plans meeting the MUTD minimums may prepared by Town Staff for a fee of \$250. The fee will also include the delivery and pick up of the traffic control devices (signs and cones) to the applicant. This service is based on the workload of staff and the complexity of the traffic control plan. More complex traffic control plans will need to be prepared by a traffic barricade company, professional engineer, or other qualified professional and the plans submitted to the Town for review.
- A.C. A basic <u>parks</u> reservation fee at the rate of \$2550.00 per hour, up to \$300.00 maximum per day ("basic rate") is established by Board. At the time an applicant submits the completed written application, the Town Manager shall require a reservation fee based on the basic rate, the proposed use and classification of uses set forth <u>above below</u>, and the proposed length of time of use, subject to final approval of the <u>Town Manager or</u> Board <u>depending on the proposed event</u>. The reservation fee set forth in this paragraph does not include the cleaning and security deposit described below.
- D. A cleaning and security deposit ("deposit") of \$300.00 will be required to be paid upon submission of each application excluding those submitted for Class I reservations. The \$300.00 deposit applies one time to one event, so that if an applicant is also applying for a Town street closure and/or special event permit, Oonly one \$300.00 cleaning deposit shall be paid per event. If the application is denied by the Board, the deposit will be refunded to the applicant within 30 days of the application being denied.

Upon recommendation by the Town Manager, the deposit may be waived subject to the Board's discretion, and based upon the use proposed and the Board's consideration of the matters set forth within a completed application, including, without limitation, the planned use, the number of attendees anticipated, whether or not alcohol will be dispensed or consumed, the hours of operation, and the sanitation facilities required. Even if the Board waives the deposit, the applicant may be responsible for payment of cleanup and/or other expenses as set forth in the Policy if such expenses are necessary of the applicant's use.

The deposit, once paid, may be refunded to the applicant, in whole or in part, subject to the Board's discretion, at the conclusion of the event Town Park use after inspection by Town staff for any additional clean-up and/or damages other than normal wear and tear. Cleanup by Town staff will be billed at \$2550.00 per hour and will be applied to the deposit, with any remaining portion of the deposit refunded as consistent with this Policy. The applicant will remain responsible for any additional damages or repair expenses as a result of the use. A full or partial refund of the deposit, if Town staff determines it is due, will be returned to the applicant within thirty (30) days of the park use.

If the application is approved, prior to the event the applicant will be given instructions for cleaning the Town park to be used. An applicant shall clean the Town park to be used after the event. If, after the event has concluded, additional cleaning is required, it will be

provided by the Town, which will bill at the rate of \$2550.00 per hour as described in the paragraph immediately above

Any applicant whose use of the park, street or alleyway causes damage or excessive wear and tear to the park or its fixtures shall be required to reimburse the Town for all costs to repair, replace, restore, repaint or clean up the affected area to its original condition prior to the use. Any damage caused by a park usean applicant beyond normal wear and tear shall cause any future application submitted by the same person or entity to be reviewed to determine if the applicant will be allowed to use the park and its facilities in the future.

- XIV. Additional Charges: Additional charges may be levied over the basic rate charged when any one or more of the following occur:
 - A) When the facility would not normally be open and Town staff are required to be on duty to perform a service.
 - B) When the applicant requests Town staff to assist in set-up, breakdown, clean-up, park preparation or other maintenance duties when required during other than normal operating hours.
 - C) When Town staff are required for control of the event.
 - D) When the proposed use requires park renovation or facility repair as a result of the proposed activity.
 - E)D) When damage to the park and its facilities is reasonably foreseeable, or has occurred, and includes without limitation all material costs, supplies and labor.

The determination of requirements for additional charges shall be made by the <u>Town Manager</u>. The applicant will be charged at the rate of \$2550.00 per hour when use of Town <u>staff Staff</u> is required, such use as determined by the Town Manager. <u>If the applicant protests the additional fees required by the Town Manager an appeal may be filed with the Town Board. The applicant shall pay the fee in full at the time of the application and the Town Board may consider a refund after a public hearing considering both the applicant and Town Manager's recommendations.</u>

A total of the basic rate and any additional deposit, as required by this Policy, shall be paid in full at the time of the submission of the application. In no event shall any fee or deposit required by the Town be paid later than 10 business days prior to the date of the event. If the fees are not paid in full prior to 10 business days prior to the event, the permit shall be revoked.

XV. Refunds: Any applicant may cancel an application prior to its approval and receive a full refund minus the a \$150 25.00 administrative fee plus the costs for any service performed by Town Staff up to the notice of cancellation.

An approved applicant may cancel its reservation 5 business days prior to the event with a full refund of the reservation fee minus a\$25.00 administrative fee. In the event an applicant cancels

its reservation for Town Ppark use at any time prior to the event, the cleaning and security deposit will be refunded regardless of when the cancellation is made.

If an approved applicant cancels its <u>a</u> reservation less than 5 business days prior to the event, the reservation fee will not be refunded, except in extraordinary circumstances, including but not limited to; extreme weather, natural disasters, or other acts of God.

A cleaning and security deposit of \$300.00 is set forth in the Cleaning and Security Deposit fee section above. Deposits may be refundable subject to the terms of this Policy.

XVI. Miscellaneous Park Rules:

Street Closures or Special Events: In the event that the applicant proposes to close any streets or alleyways within the Town, the applicant shall also comply with the Town's Street Closure / Special Events Policy.

- A. Dumpster Fee and Litter: The applicant will be charged a fee of \$25.00 per garbage dumpster for groups of 50 or more people. Dumpsters will be made available at special events as requested by the applicant. The cost for delivery, retrieval, and emptying of the dumpster shall be \$50 per dumpster. This fee will be collected from the deposit. The applicant may remove their own refuse from the event and receive no charge, however if Town Staff must restore the area to its pre event condition the applicant shall be charged as noted above. Events which will generate small amounts of refuse may use the Litter must be placed in appropriate existing garbage containers and/or wastebaskets and/or removed by park users from the Town park being used.
- B. Winter Restroom Use: The applicant will be charged \$50.00 if park restroom use is required from the time period of the day immediately after Thanksgiving until March 31 of the next year.

 Restrooms are not available at the Town's Parks from the second week in December through March 1st. Any parks reservations during this time will need to provide portable sanitation facilities for their event in accordance with this policy.
- C. Damage or Destruction of Town Property: No person shall intentionally damage, destroy, remove or modify any Town property. No person shall operate any vehicle, including but not limited to motorcycles, all-terrain vehicles, dune buggies, or other motor vehicles, within a Town park, except on designated paved roads. Vehicles may not be driven on any lawn or surface other than the designated parking areas without the express permission of the <u>appropriate decision</u> maker/body Board and as recommended to the Board by the Town Manager.
- D. Music: The Board must authorize any liveamplified music.
- E. Tents, Canopies, Awnings, etc.: The Board-appropriate decision maker/body must authorize the erection of tents, canopies, awnings, or other like structures. Bounce houses, dance floors, or tents larger than 20 ft. by 20 ft. may be subject to additional security deposits and/or insurance coverage, at the discretion of the Board or and as recommended to the Board by the Town Manager. Stakes are not permitted for use in securing tents, etc.

- F. Signs: Signs are not allowed within the park without the express permission of the Town Board and as recommended to the Board byor the Town Manager depending on who approved the special use permit. The applicant shall bear the responsibility to ensure any signage proposed for the special event is placed in accordance with Douglas County Code 20.696 "Sign and Advertising Control." In no case shall any signs advertising the special event be placed on any Town owed street light or traffic signage poles.
- G. Dogs: Dogs, except seeing eye guide dogs, police dogs or service dogs, are not allowed in Town Parks, excluding the K-9 Corral Dog Park located on Grant Avenue and Carrick Lane.

 Emotional support animals are not permitted within Town Parks. The Board may allow other animals including dogs in Town parks when part of an event at its sole discretion.
- H. Hunting, Trapping, and/or Fishing: Hunting and trapping in Town Pparks are strictly prohibited. Fishing is not permitted, except in areas specifically designated for that use in the manner provided for. All fishing is subject to and in conformance with Nevada Revised Statutes and Nevada Division of Wildlife Regulations.
- I. <u>Firearms, Crossbows, Air Rifles, and Fireworks</u>: The discharge of firearms, crossbows, air rifles or fireworks is strictly forbidden <u>unless they are part of an approved special event and all applicable permits have been obtained</u>.
- <u>J.</u> <u>Camping:</u> Camping is not permitted in Town parks. Exceptions may be granted at the sole discretion of the Board.
- K. All Other Laws: An applicant requesting to use a Town Ppark for an event is responsible for complying with all federal, state, and county laws and ordinances, including the Nevada Revised Statutes, the Nevada Administrative Code, and the County Code for Douglas County, Nevada ("Douglas County Code"). This includes but is not limited to any outdoor festival permits, liquor licenses, etc. required by the U.S. government, the State of Nevada, Douglas County-Nevada, or the Town of Gardnerville.

The Town shall provide a copy of this Policy to the applicant at the time of furnishing an application.



TOWN OF GARDNERVILLE

TOWN OPERATIONS MANUAL DIRECTIVES AND PROCEDURES

Number 24.23

SUBJECT: Special Events, Street Closure, and Parks Reservation Policy

Issue Date: 1/2003, Revised 1/2013, Revised 11/2019

- <u>I.</u> <u>Purpose:</u> To provide a consistent process to the public, Town Staff, and Town Board for review and approval of proposed special events, street closures and parks reservations within the Town of Gardnerville. To ensure all members of the public wishing to hold a special event, close a street or alleyway or reserve a Town Park are treated equally and to provide clear responsibilities and expectations by the Town and applicant when a park is reserved.
- <u>Directive:</u> The Gardnerville Town Board ("Board") finds and declares that the public health, safety and welfare of the inhabitants of the Town of Gardnerville ("Town") requires the regulation and control of persons desiring to promote, encourage or sponsor special events which may include the closure of certain streets or alleyways or reservation of certain parks within the Town. Any entity wishing to hold a special event requiring the closure or partial closure of a Town Right of Way or Town Park shall make application to the Town Office.

Exemptions: Special events and street closures listed below are exempt from application to the Town:

- A. All proposed street closures and special events are subject to Douglas County Code 10.10 Temporary Traffic Control. This section of code states any temporary road closures associated with a construction permit will be issued by Douglas County after review by Town Staff.
- B. Road closures or restrictions of under one hour do not require a permit.
- C. Any temporary road closures necessitated due to emergencies (medical, civil, utility, or similar) are exempt from review by the Town.
- D. If the special event is anticipated to attract more than 500 participants the event is subject to Douglas County Code 5.12 Outdoor Festivals. Applicant for special event or street closure shall be made to the Douglas County Board of County Commissioners who shall provide the Town Board the opportunity to hear the request. All cleaning deposits required in this policy must be submitted to the Town of Gardnerville prior to the event regardless if the event is approved as a County Outdoor Festival.
- <u>Definition:</u> A special event is defined to include any entertainment event which is organized or promoted for commercial purposes whether or not an admission fee or donation is requested or required. A special event may or may not involve the closure of a street or alleyway or reservation of a Town Park. A special event shall also include any music festival, dance festival, parade, rock festival, similar music activity, or any other activity which may involve the use of the Town streets, alleyways and/or parks.

A special event is also defined to mean any event where the sponsor of the event conducts any

activity related to the event on a street, alleyway or park within the Town of Gardnerville requiring its/their complete or partial closure. Any gathering of more than fifty people in a public space for athletic, commercial, communal, charitable, and educational purposes shall be considered a special event.

IV. Special Event Procedure: A completed "Reservation Form and Release of Liability and Indemnification Agreement" ("application") for permission to conduct a special event, which may or may not involve the closure of a street or alleyway or reservation of a park within the Town, shall be made in writing to the Town Manager. Special events which are anticipated to attract less than 250 participants and will not distribute alcohol and do not propose to provide live music may be approved at the discretion of the Town Manger. Applications for special events or road closures which are anticipated to attract more than 250, but less than 500 participants, will distribute alcohol or which will provide live music must receive approval by the Town Board. Proposed events which do not meet the threshold requiring Board approval, but which have unique characteristics or may be noteworthy to the public may be referred to the Town Board at the discretion of the Town Manager. Events which could potentially attract more than 500 participants must make application to the Board of County Commissioners through the County Clerk for an outdoor festival permit.

Applications must be submitted to the Town Offices by the 20th Day of the month preceding the event in order to have time to be agenized before the Town Board. The earlier an application is submitted the better opportunity there will be for staff to work with the applicant or request additional information to ensure the Town Board has all the information they need in order to make an educated decision.

All applications for a special event shall contain the following information to be considered complete and eligible for consideration by the Town:

- A. The name, age, residence and mailing address of the person or entity making the application. If the application is made by an entity, the names and addresses of the principals of the entity must appear. Where the applicant is a corporation, the application must be signed by the president, vice-president and secretary of the corporation and must contain the residence addresses of the corporate officers and a certified copy of the Articles of Incorporation as a part of the application.
- B. A statement of the kind, character or type of special event which the applicant proposes to conduct, operate or carry on, and if applicable, the name(s) of the street(s), park(s) or alleyway(s) within the Town for which permission to close such street, park or alleyway is sought.
- C. The home, office and/or work telephone numbers of the applicant, and if the application is by an entity, the home, office and/or work telephone numbers of the principals. If the application is made by a corporation, the home, office and/or work telephone numbers of the president, vice-president, and secretary shall be supplied.
- D. The address or legal description of the place where the proposed special event is to be

- conducted, operated or carried on, The applicant shall also submit proof that the fee owner of the property where the special event is to be conducted consents, in writing, that the site may be used for the proposed special event.
- E. The date or dates and hours during which the special event is proposed to be conducted.
- F. An estimate of the number of patrons, customers, spectators, participants mid/or other persons expected to attend the special event for each day it is proposed to be conducted.
- G. Proof that the applicant has sought and received the requisite approvals from Douglas County, including, without limitation, and if required, a liquor license and/or an outdoor festival and entertainment event license, and that the applicant has received all approvals from Douglas County. Failure to submit the requisite proof of Douglas County approval(s) may lead to the determination that the application is incomplete, and may not be heard by the Town Board until complete. If the applicant is on the agenda of a future Douglas County Board Meeting the Town Board will hear the item to provide a recommendation to the County Board.
- H. Detailed explanation of the applicant's plans to provide security and fire protection, water supply and facilities, food supply and facilities, sanitation facilities, medical facilities and services, vehicle parking spaces, vehicle access and onsite traffic control, and what provision shall be made for numbers of participants in excess of the applicant's estimated attendance. The applicant shall also provide for cleanup and removal of garbage and refuse at the Town Park, street, alleyway or other premises after the event has concluded.
- I. Should the application for a special event/street closure be for a site which is contiguous to U.S. Hwy. 395, or which involves the closure of a street or alleyway intersecting U.S. Hwy. 395, the applicant shall submit with the application written evidence of approval of the special event/street closure by the Nevada Department of Transportation.
- V. Road Closure Application: In addition to the information provided with the special event application the following information is required for the Town to consider a proposed road closure:
 - A. Complete the road closure section of the application. Provide the name, dates, and times of the proposed street or alleyway closure.
 - B. A temporary traffic control plan conforming to the Manual for Uniform Traffic Control Devices (MUTCD) shall be provided for any road closures or restrictions.
- <u>VI.</u> <u>Park Reservation Procedure:</u> No person or entity shall be entitled to reserve any area or the entire area of a Town Park for the operation, maintenance, conduct, or advertisement of any activity, or advance ticket sales related thereto, unless a permit from the Town is first obtained by submitting an application, described below, to the Town Manager with the appropriate decision maker/body approving such application.
 - A. Definitions: An application for Town Park use, which may or may not involve the entire Town

Park facility, shall be construed as a use of that portion of the Town Park to the exclusion of all other public and private users for the reserved period of time ("use" or "park use"). Park use shall be arraigned by the Manager according to this policy. A park use includes any event conducted within a Town Park, whether organized or promoted for commercial purposes or non-commercial purposes, whether or not an admission fee or donation is requested or required, and shall include any exclusive use of a Town park.

B. <u>Parks Reservation Application:</u> In addition to the information provided with the special event application the following information is required for the Town to allow for the reservation of a park:

Where applicable, if an application proposes the erection of temporary facilities to be used for the event to be conducted in the Town Park, the application shall utilize the Town's template for location of temporary facilities, such as booths, and demonstrate to the satisfaction of the Town Manager that all temporary facilities are located in conformity with the template.

C. <u>Priority of Users:</u> The Board establishes, in the first instance, that reservation of Town Parks shall be on a first come, first served basis. If an application is received, reviewed and approved, the application to use a Town Park shall take precedence over any other applications even if a later received application requests use of the park for the same time period.

For applications received, but not yet approved, that request the same period of time of use of a Town Park, then park use will be based on a priority pursuant to the Board's findings and the following priorities:

- 1. Town sponsored activities.
- 2. Main Street Gardnerville sponsored activities.
- 3. Student groups sponsored by the Douglas County School District.
- 4. Youth, family or adult community recreation activities open to the public sponsored or conducted by a recognized community organization.
- 5. Governmental agency meetings open to the public.
- 6. Douglas County-based groups or individuals conducting activities restricted to members of the group or entity, and are otherwise closed to the public.
- 7. Religious, sectarian or political meetings.
- 8. Commercial uses for financial gain.
- 9. Out-of-county group or organizational uses.

D. Board Findings:

The Board has found that certain activities to be conducted within Town parks should be subject to a park reservation fee based upon the following classifications of uses and charges:

1. When two or more applications for use of a Town Park are received by the Town, and each requests use of the park for the same time period, approval of an application for the requested time period shall be based upon the following classification of uses.

No application to use a Town Park for a period of time shall be granted by the Town if the Board has previously approved an application for use of the park during the same period of time. The Town Board's policy is that the classification of uses established in this section of the Policy is to be applied when two or more applications are received, and each requests use of the park for the same period of time.

- 2. Class I: No fee (0% of basic rate as defined below in this policy)
 - a. Non-profit county youth groups when the activity is open to the public for activities and meetings for recreational purposes.
 - b. Any park use for an event associated with Main Street Gardnerville.
 - c . Groups or community organizations providing adult or youth group recreation activities which are free and open to the public.
 - d . All governmental meetings and fund-raising activities sponsored by a government agency when a reciprocal agreement exists with the governmental applicant.

Class I users include, without limitation, county youth groups or agencies serving youth which are non-profit, tax exempt or not-for-profit activities whose primary purpose is to provide for recreation for Douglas County residents. A majority of participants must be Douglas County residents. Any fee charged for the activity must be used for the support of the activity. For governmental agencies, the fund-raising activity must relate to the governmental operations.

3. Class II: One-half (50%) of basic rate

Recreational or charitable fund-raising activities for local, community youth serving groups and non-recreational groups when all funds raised support community, charitable and or recreational activities.

This rate pertains primarily to fund-raising activities by county community organizations and youth serving agencies in support of recreation and/or community activities. Fund-raising activities must have as a main purpose the generation of funds to support the youth or community activities.

4. Class III: 100% of basic rate

Groups included within this classification are religious, political or union groups conducting meetings; private parties, individual uses and family uses which are not open to the general public; and closed and open dances and fund-raising events where the funds which are raised are not used to support a community or local recreational activity.

5. Class IV: 100% of basic rate plus 25% of gross receipts

Class IV uses will include commercial or personal use of the park for financial gain. The full basic rate plus 25% of gross receipts received by applicant during the applicant's use of the Town park and for the specified Town park use.

- Class IV includes a significant activity whose purpose is a commercial use and/or which constitutes a major impact upon the public. Any request for a Class IV use must be approved by the Board, which may review, among other factors, the nature of the profit-making organization, company or enterprise.
- 6. The Board's policy is that, for competing applications for the same period of time, the Manager shall rate the competing applications based upon the classification of uses set forth within this section so long as no other approved application has requested use of the park for the same period of time.
- <u>VII.</u> <u>Festival Plans:</u> Larger events which meet Douglas County Code 5.12 "Outdoor Festivals and Entertainment Events" must be processed through the Douglas County Clerk. The Clerk will provide the Town Manager with the application which will be placed on the agenda for the Town Board agenda for the Town's recommendation to the Board of County Commissioners.
- VIII. Insurance: As part of the application, each applicant shall supply proof of insurance.

 Comprehensive general liability insurance naming the Town of Gardnerville as an additional insured and certificate holder will be required for any special event with minimum limits of insurance of \$1 million for each occurrence and \$1 million annual aggregate. Insurance coverage must include premises, operations, products and completed operations, at a minimum. If alcohol will be provided at the special event the insurance coverage must include liquor liability coverage.

IX. Deleterious Substances:

- A. Tobacco Use and Smoking: Smoking and use of smokeless tobacco is prohibited in Town Parks except where specifically authorized.
- B. <u>E-cigarettes</u> are approved for use in Town Parks as long as all federal, state, and local laws are followed.
- C. Marijuana is prohibited for use within any Town owned Park or Open Space.
- D. Alcohol: Should the applicant desire to dispense alcoholic beverages, or to permit the consumption of alcoholic beverages as part of the special event and/or street closure, the applicant must request permission to consume or dispense alcoholic beverages from the Board. The applicant shall ensure that no participant in the special event/street closure shall use or possess any liquid container made wholly or partially of glass or metal, and demonstrate, as a part of the application, the measures to be taken to restrict alcoholic beverage containers and to ensure that no alcoholic beverage will be consumed or dispensed outside of the area of the site where the special event/street closure will occur. The applicant is also responsible for obtaining any other alcohol or liquor permits required by the Douglas County Code or other laws or regulations.
- X. Security/Law Enforcement Protection: For every special event, the applicant shall employ, at its own expense, security and/or law enforcement protection. The number and type of officers shall be determined and specified by the Douglas County Sheriff's Office to provide for the preservation

of order and protection of property in and around the place of the special event/street closure. The applicant shall demonstrate to the satisfaction of the Town Board that the applicant has obtained the approval of the Douglas County Sheriff of all arrangements for security for the special event/street closure. The applicant shall be responsible for all costs of security which shall he determined by, and paid to, the Douglas County Sheriffs Office or its designee, or to a private security firm. Security shall he subject to the complete direction and control of the Sheriff.

- XI. Hours of Operation: All special events which are subject to this policy shall close and cease operation continuously between the hours of 12:00 a.m. and 9:00 a.m. of each and every day of the special event, unless different hours of operation of the special event are approved by the Board.
- XII. Sanitation Facilities: Every applicant shall provide an estimate of the number of required water closet facility required for their event. The estimate must be based on actual calculations and not estimates. A "portable restroom calculator" such as is found at https://onsiteco.com/how-may-porta-potties-do-I-need/ or similar may be used. Such factors as length of event, gender of spectators, availability of alcohol, etc affect the number of required restrooms. If Town Staff does not agree with the applicants calculations they may provide a separate calculation which the applicant is required to abide by. This paragraph is subject to the Douglas County Code and NAC 444.825, and toilet facility requirements may vary depending on the event being conducted. If the special event is associated with a building, park, or other facility with permanent sanitation facilities those facilities may count toward the total number of required water closets.

Every applicant shall be required to provide for solid waste disposal. All solid waste disposal shall be provided by the Gardnerville Health and Sanitation Department which, based upon the application, shall determine the number and type of containers, and pickup and removal of refuse, trash, garbage and rubbish. Removal of all trash and refuse shall be at the applicant's expense.

The applicant shall provide adequate assurance to the Town that, at the conclusion of the special event, the site of the special event shall be cleaned, and all refuse and garbage removed within twenty-four (24) hours of the time of the conclusion of the special event/street closure.

XIII. Fees:

- A. The application for a special event shall be accompanied by a fee of \$150; and shall contain the following information to be considered complete and eligible for consideration by the Board.
- B. Simple Traffic Control Plans meeting the MUTD minimums may prepared by Town Staff for a fee of \$250. The fee will also include the delivery and pick up of the traffic control devices (signs and cones) to the applicant. This service is based on the workload of staff and the complexity of the traffic control plan. More complex traffic control plans will need to be prepared by a traffic barricade company, professional engineer, or other qualified professional and the plans submitted to the Town for review.
- C. A basic parks reservation fee at the rate of \$50.00 per hour, up to \$300.00 maximum per day ("basic rate") is established by Board. At the time an applicant submits the completed written

application, the Town Manager shall require a reservation fee based on the basic rate, the proposed use and classification of uses set forth above, and the proposed length of time of use, subject to final approval of the Town Manager or Board depending on the proposed event. The reservation fee set forth in this paragraph does not include the cleaning and security deposit described below.

D. A cleaning and security deposit ("deposit") of \$300.00 will be required to be paid upon submission of each application excluding those submitted for Class I reservations. The \$300.00 deposit applies one time to one event. Only one \$300.00 cleaning deposit shall be paid per event. If the application is denied by the Board, the deposit will be refunded to the applicant within 30 days of the application being denied.

The deposit, once paid, may be refunded to the applicant, in whole or in part, subject to the Board's discretion, at the conclusion of the event after inspection by Town staff for any additional clean-up and/or damages other than normal wear and tear. Cleanup by Town staff will be billed at \$50.00 per hour and will be applied to the deposit, with any remaining portion of the deposit refunded as consistent with this Policy. The applicant will remain responsible for any additional damages or repair expenses as a result of the use. A full or partial refund of the deposit, if Town staff determines it is due, will be returned to the applicant within thirty (30) days of the park use.

If the application is approved, prior to the event the applicant will be given instructions for cleaning the Town park to be used. An applicant shall clean the Town Park to be used after the event. If, after the event has concluded, additional cleaning is required, it will be provided by the Town, which will bill at the rate of \$50.00 per hour as described in the paragraph immediately above

Any applicant whose use of the park, street or alleyway causes damage or excessive wear and tear shall be required to reimburse the Town for all costs to repair, replace, restore, repaint or clean up the affected area to its original condition prior to the use. Any damage caused by an applicant beyond normal wear and tear shall cause any future application submitted by the same person or entity to be reviewed to determine if the applicant will be allowed to use the facilities in the future.

- XIV. Additional Charges: Additional charges may be levied over the basic rate charged when any one or more of the following occur:
 - A) When the facility would not normally be open and Town staff are required to be on duty to perform a service.
 - B) When the applicant requests Town staff to assist in set-up, breakdown, clean-up, park preparation or other maintenance duties when required during other than normal operating hours.
 - C) When Town staff are required for control of the event.

The determination of requirements for additional charges shall be made by the Town Manager. The applicant will be charged at the rate of \$50.00 per hour when use of Town Staff is required, such use as determined by the Town Manager. If the applicant protests the additional fees required by the Town Manager an appeal may be filed with the Town Board. The applicant shall pay the fee in full at the time of the application and the Town Board may consider a refund after a public hearing considering both the applicant and Town Manager's recommendations.

A total of the basic rate and any additional deposit, as required by this Policy, shall be paid in full at the time of the submission of the application.

XV. Refunds: Any applicant may cancel an application prior to its approval and receive a full refund minus the \$150 administrative fee plus the costs for any service performed by Town Staff up to the notice of cancellation.

In the event an applicant cancels its reservation for Town Park use at any time prior to the event, the cleaning and security deposit will be refunded regardless of when the cancellation is made.

If an approved applicant cancels a reservation less than 5 business days prior to the event, the reservation fee will not be refunded, except in extraordinary circumstances including but not limited to; extreme weather, natural disasters, or other acts of God.

A cleaning and security deposit of \$300.00 is set forth in the fee section above. Deposits may be refundable subject to the terms of this Policy.

XVI. Miscellaneous Park Rules:

- A. Dumpster Fee and Litter: Dumpsters will be made available at special events as requested by the applicant. The cost for delivery, retrieval, and emptying of the dumpster shall be \$50 per dumpster. This fee will be collected from the deposit. The applicant may remove their own refuse from the event and receive no charge, however if Town Staff must restore the area to its pre event condition the applicant shall be charged as noted above. Events which will generate small amounts of refuse may use the existing garbage containers and/or wastebaskets and/or removed by park users from the Town park being used.
- B. Winter Restroom Use: Restrooms are not available at the Town's Parks from the second week in December through March 1st. Any parks reservations during this time will need to provide portable sanitation facilities for their event in accordance with this policy.
- C. Damage or Destruction of Town Property: No person shall intentionally damage, destroy, remove or modify any Town property. No person shall operate any vehicle, including but not limited to motorcycles, all-terrain vehicles, dune buggies, or other motor vehicles, within a Town park, except on designated paved roads. Vehicles may not be driven on any lawn or surface other than the designated parking areas without the express permission of the appropriate decision maker/body.
- <u>D. Music:</u> The Board must authorize any live music.

- E. Tents, Canopies, Awnings, etc.: The appropriate decision maker/body must authorize the erection of tents, canopies, awnings, or other like structures. Bounce houses, dance floors, or tents larger than 20 ft. by 20 ft. may be subject to additional security deposits and/or insurance coverage, at the discretion of the Board or Town Manager. Stakes are not permitted for use in securing tents, etc.
- <u>F. Signs</u>: Signs are not allowed within the park without the express permission of the Town Board or the Town Manager depending on who approved the special use permit. The applicant shall bear the responsibility to ensure any signage proposed for the special event is placed in accordance with Douglas County Code 20.696 "Sign and Advertising Control." In no case shall any signs advertising the special event be placed on any Town owed street light or traffic signage poles.
- G. Dogs: Dogs, except seeing eye guide dogs, police dogs or service dogs, are not allowed in Town Parks, excluding the K-9 Corral Dog Park located on Grant Avenue and Carrick Lane. Entotional support animals are not permitted within Town Parks. The Board may allow animals including dogs in Town parks when part of an event at its sole discretion.
- H. Hunting, Trapping, and/or Fishing: Hunting and trapping in Town Parks are strictly prohibited. Fishing is not permitted, except in areas specifically designated for that use in the manner provided for. All fishing is subject to and in conformance with Nevada Revised Statutes and Nevada Division of Wildlife Regulations.
- <u>I.</u> <u>Firearms, Crossbows, Air Rifles, and Fireworks</u>: The discharge of firearms, crossbows, air rifles or fireworks is strictly forbidden unless they are part of an approved special event and all applicable permits have been obtained.
- <u>J.</u> <u>Camping:</u> Camping is not permitted in Town parks. Exceptions may be granted at the sole discretion of the Board.
- K. All Other Laws: An applicant requesting to use a Town Park for an event is responsible for complying with all federal, state, and county laws and ordinances, including the Nevada Revised Statutes, the Nevada Administrative Code, and the County Code for Douglas County, Nevada ("Douglas County Code"). This includes but is not limited to any outdoor festival permits, liquor licenses, etc. required by the U.S. government, the State of Nevada, Douglas County-Nevada, or the Town of Gardnerville.

The Town shall provide a copy of this Policy to the applicant at the time of furnishing an application.



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

	Overalization		Corporation: Ye	s No					
	Organization: (If a corporation, a copy of the Artice)	les of Incorporation must be attached)	_ Corporation, To	110					
	The first of the second control of the secon	Contact Person: email:							
	Contact Person:								
	Home/Cell Phone:	Business Phone:	Fax:						
	Mailing Address:								
	(If corporation, attach home or busin	ness phone and addresses of president ,	vice-president and s	recretary)					
	Requesting: Heritage Town Park	Is request for exc	lusive use of park	: Yes No					
1	If Heritage Park but not requesting e	xclusive use of park, describe which are	ea of park is being re	equested:					
	Requesting: Street Closure	Street(s) proposing to be closed:							
		red at intersections of US Hwy 395 requ ck, and Muller require County permissi Location of Event/Activitie	on)						
	(Submit letter of property owner's permission if event is to be held on private property)								
	Name and description of event, conc	Name and description of event, concessions, fund-raiser, etc.:							
	Tiumo and doportprion of event, east			1					
	Event date(s):	Event hours (including set up &	tear down):						
		or Profit: Closed to Public:	tear down):Open to Public:_						
	This event is: Non-Profit: F	or Profit: Closed to Public: mit IRS 501c letter with application)							

(Douglas County Outdoor Festival Pe	ermit is required if more than 500 attendees expected on any day of event)
Event Insurance Carrier:	Phone:
(Certificate of Insurance must be atta additional insured, and date and loca	sched to this application and must name the Town of Gardnerville as tion of the event - see Special Event Policy for policy limits)
Is a fee charged to attend the event: Is food being served:	YesNo
Will alcohol be sold or served: Will there be band or amplified music	Yes No If yes, Health Permit # Yes No Liquor licenses/permits may shall be required
Will you have tents, canopies, bounce	houses, dance floors, etc.? Yes No
Park, a Town furnished template w	tc on a site map of the Town Park or Street (If requesting use of Heritage ill be provided indicating utility lines and other event constraints.):
(Stakes are not permitted for use in se may be subject to additional security of Clean-up/Sanitation/Garbage Plan:	curing tents, etc.; bounce houses, dance floors or tents larger than 20'x20 deposits and/or insurance coverage)
(Groups of 50 or more are require to paccommodate a maximum of 100 peop	pay a minimum of one \$\frac{26-50}{26-50} dumpster service fee; park restrooms ple, one port-a-potty is required for every 100 people over 100) or consumed during event:
(Town's water coupler is <u>mav</u> availab i	le at some Town Parks if you use the applicant provides hoses for water)
Other Town services, if required:	
(Electrical outlets, pavilion lighting, et	tc.)
is private property and may not- be use	ate residences around park. Please note that dirt lot east of Heritage Park d for parking <u>if a letter from the property owner concuring to allow</u> the application. unless a letter of owner's permission is submitted)
Fire/Emergency Medical Services Plan	1:
(Submit East Fork Fire Protection Dis	trict authorization and approval)
Security Plan if overnight use of Town	facilities planned:
(Submit Douglas County Sheriff's Offic	ce authorization and approval)

closure, booth spaces, etc.	nts <u>MUST</u> provide a drawing(s) clearly showing event area(s), streets requested for If requesting use of Heritage Park, a Town furnished template will be provided d other event constraints.
	A copy of the approved form MUST be at the event
	A copy of the approved form most be at the event

WAIVER OF LIABILITY

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

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

	-			
Ci	Deiretal	Marie	Doto	
Signature	Printed	Name	Date	
(If applicant is a corporation, 1	must include sign	nature of president, vice	e-president, and secretary of corpo	oration
		7.7		1
	(I	own Office Use Only)		
	(T	own Office Use Only)		
Heritage Park:				
Usage \$ <mark>25<u>50</u>/hr (\$300/day ma</mark>	ax) Paid \$	Own Office Use Only) Ck#	Date:	
<u>Heritage Park:</u> Usage \$ <mark>25<u>50</u>/hr (\$300/day ma Park Deposit \$300</mark>			Date: Date:	
Usage \$ <mark>25<u>50</u>/hr (\$300/day ma Park Deposit \$300 Dumpster \$<mark>26/<u>5</u>0</mark>each</mark>	ax) Paid \$	Ck#		
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Usage \$ <mark>25<u>50</u>/hr (\$300/day ma</mark> Park Deposit \$300	ax) Paid \$ Paid \$ \$	Ck# Ck#	Date:	-

Approved:
Approved:
or Town Manager's signature. Ilan to the government entities listed below.
775-782-9900 Go to Jail Administration.
32-5126 to remind them of your event <u>AT</u>
5-782-9040
395:
3

Gardnerville Town Board

AGENDA ACTION SHEET

Item No. 11.



- For Possible Action: Discussion to approve, approve with modifications, or deny:
 A) The Martin Slough Realignment Change in Scope of Services No.2 Task 4 with RO Anderson Engineering Inc which will increase the design contract by \$4,200 and over the \$10,000 Town Manager signatory approval limit and;
 - B) And authorize the Town Manager to pay any associated fees to the Federal Emergency Management Agency (FEMA) required for the submittal of a Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR) with public comment prior to board action. (Erik Nilssen)
- 2. Recommended Motion: Approve:
 - A) Martin Slough Realignment Change in Scope of Services No.2 Task 4 with RO Anderson Engineering Inc which will increase the design contract by \$4,200 and over the \$10,000 Town Manager signatory approval limit and direct the Town Manager to sign the proposed Change in Scope of Services No.2
 - B) And authorize the Town Manager to pay any associated fees to the Federal Emergency Management Agency (FEMA) required for the submittal of a Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR).
- 3. Financial Impact: The Town Budget for this project was \$75,000. With the proposed Change in Scope No.2 design costs will reach \$11,150. There will also be a future \$361 CLOMR submittal fee to Douglas County and submittal fee to FEMA for a LOMR (\$8,000) and potentially a CLOMR submittal fee of (\$6,500). The 90% cost estimate to complete the project is \$97,355 which means there is a significant revenue shortfall versus budgeted.

The project is scheduled to bid on November 22nd at which time the actual costs will be known. Overages on the budgeted amount can be met by delaying another project, reimbursements to The Town which will be received from NDOT on design costs previously spent on the rapid flashing beacon project, or a larger than anticipated opening fund balance for this fiscal year which should be provided prior to the New Year by Douglas County, or using General Fund Reserves.

- 4. Department: Administration
- 5. Prepared by: Erik Nilssen
- 6. Meeting Date: November 5, 2019
- 7. Time Required: 10 Minutes
- 8. Agenda: Administrative
- 9. Other Agency Review of Action: NA

10. Board Action:

11. Background Information: The adopted capital improvement budget for FY 19/20 includes \$75,000 for storm drain improvements near Maple Street and the Martin Slough. The design has had some significant complications which have increased the fees to above the \$10,000 Town Manager signatory approval limits. The 90% cost estimate for the project is \$97,355 which is significantly greater than the budgeted amount. The Town Manager seeks direction from the Town Board. Please see the memo dated November 5, 2019 from the Town Manager to the Town Board for additional information.



MEMORANDUM

TO: Gardnerville Town Board

FROM: Erik Nilssen, P.E., Town Manager 9N 11-5-19

DATE: November 5, 2019

SUBJECT: Maple Street Storm Drain Extension

In the adopted capital improvement budget for FY 19/20 the Town of Gardnerville set aside \$75,000 to complete the installation of approximately 300 feet of storm drain along the Martin Slough and Maple Street. The purpose of the relocation was to underground a portion of the Martin Slough to make room for a future extension of Maple Street to High School Street, a more preferred alignment of the proposed bike path and some potential parking (see attached alignment exhibit).

The time frame on construction of this project is critical. The High Sierra Fellowship Church is constructing Maple Street and this storm drain must be complete prior to the church paving the road. Although the church does not have a firm construction schedule judging from their current status it appears construction will be completed toward the end of summer of 2020. The Maple Street storm drain extension must also be completed prior to April 1st when irrigation delivery will saturate the ground and make storm drain instillation impossible.

Upon arrival as Town Manager this project seemed very straight forward and simple to complete. The initial contract, for \$4,200, was signed two weeks after starting as Town Manager. Anticipated 90% plans were due prior to June 14th. After two rounds of staff plan review and subsequent revisions an application was being prepared for submittal to Douglas County for a Site Improvement Permit. It was realized that since a portion of this project is located within a 100-year FEMA floodway a "no rise certification" would need to be provided to Douglas County Community Development. A no rise

certification shows that the base flood elevation will not be increased due to the proposed improvements. This certification is done by taking the FEMA approved flood model, adding the proposed improvements and then rerunning the model.

Town Staff also realized that since the proposed improvements were going to take place within the Martin Slough an application needed to be made to the Water Conveyance Advisory Committee (WCAC) and all downstream users notified of the proposed changes to the Slough. The WCAC meeting was held on November 4th, the result of the meeting was not available at the time of the Gardnerville Town Board Packet Publication. The cost to prepare the WCAC submittal and no rise certification was \$2,250, bringing the total cost of the contract to \$6,450.

The consultant, R.O. Anderson Engineering Inc, was responsive to the additional scope of work, they prepared the no rise certification and the WCAC documents and a Site Improvement Permit was submitted to Douglas County. Douglas County plan review correctly referenced Douglas County Code 20.50.210 Development in floodways which states:

The administrator may not issue a floodplain development review/permit for any encroachment in the adopted regulatory floodway, including without limitation, fill, new construction, substantial improvements, storage of equipment or supplies, and any other development unless:

- 1. The applicant has demonstrated through a hydrology and hydraulics study and a no-rise certification (see section 20.50.090) that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge, and
 - 2. FEMA has approved a CLOMR. (Ord. 1514, 2018; Ord. 1251, 2008)

This section of code makes clear two things must be provided to develop within the floodway; the no rise certification and a FEMA approved CLOMR (Conditional Letter of Map Revision). A CLOMR is a way to get FEMAs approval to work within the Floodway prior to doing the work. There is also a LOMR (Letter of Map Revision) which you can submit after construction showing FEMA what work was completed. Technically if you have a no rise certification you are able to prove your project will not negatively impact the base flood elevations. Federal regulations do not require a CLOMR prior to construction if you have a no rise certification, but County Code does. It is also very clear that the Flood Plain Administrator (Tom Dallaire) does not

have the authority to grant a variance. This must be done through the Planning Commission.

At this time it is taking FEMA up to 6-months to approve CLOMR requests. If a CLOMR is needed then the Town cannot construct this project prior to the church constructing Maple Street or prior to irrigation season. The project would be over at this time.

Town staff has made application to Douglas County and it is anticipated we will appear on the November 12th Planning Commission Agenda. Bids for the project are due on November 22nd. If the Planning Commission rejects the variance the project will be canceled. Task Five of the proposed Change in Scope and Services Number Two helped prepare the exhibits needed by the Town Manager to seek a variance from the Planning Commission to allow construction of the storm drain without a FEMA approved CLOMR. The cost to prepare the major variance request to the Planning Commission and a CLOMR is an additional \$4,700 which brings the total design contract to \$11,150 which is greater than the Town Manager can approve.

It should also be noted the cost to submit the LOMR to Douglas County will be \$361 and the cost to submit the CLOMR to FEMA will be \$6,500. The total cost during the design phase will be approximately \$20,000 when permit fees are included. The 90% design cost estimate (attached) is \$97,735.50. These totals are significantly greater than the \$75,000 budgeted.

Town Management believes the variance request should be heard by the Planning Commission as we believe the no rise certification provides justification for the issuance of a permit. The CLOMR should be prepared and the project bid. By the time the project is bid the larger than anticipated opening fund balance amount should be provided by Douglas County Finance and any shortcomings from in the construction budget should be replenished.

Town Staff is seeking the following direction from the Town Board:

- 1) Approval to increase the design contract obove \$10,000 by approving Change in Scope and Services No.2.
- 2) Permission for the Town Manager to make any necessary FEMA submittals.



Town of Gardnerville - Maple Street Storm Drain Extension R.O. Anderson Engineering, Inc. Engineer's Preliminary Estimate of Probable Construction Costs 07.12.2019

Site Preparation

No.	Item	Quantity	Unit Pric	ce	Total
1	Mobilization, Demobilization, Bonding and Insurance	1	\$ 5,000.00	/LS	\$ 5,000.00
2	Temporary Erosion Control; Traffic Control and BMPs	1	\$ 2,500.00	/LS	\$ 2,500.00
3	Clear and Grub and Restore Staging Area to Existing Condition	1	\$ 2,500.00	/LS	\$ 2,500.00
4	Remove and Dispose of Existing 30" RCP 🗸	76	\$ 15,00	/LF	\$ 1,140.00
5	Remove and Dispose of Existing 18" RCP 🗸	32	\$ 10.00	/LF	\$ 320.00
6	Backfill Existing Ditch		\$ 1,000.00	/LS	\$ 1,000.00
7	Remove and Properly Dispose of Existing Storm Drain Manhole	1	\$ 750,00	/EA	\$ 750.00
8	De-Water as Necessary	1	\$ 5,000.00	/LS	\$ 5,000.00
				Subtotal	\$ 18,210.00

Site Improvements

No.	İtem	Quantity	Unit Pric	ce	Total
9	Furnish and Install 42"Ø RGRCP	72	\$ 200.00	/LF	\$ 14,400.00
10	Furnish and Install 30"Ø RGRCP	159	\$ 100.00	/LF	\$ 15,900.00
11	Furnish and Install 18"Ø RGRCP (Class V)	48	\$ 75.00	/LF	\$ 3,600.00
12	Furnish and Install 42"Ø Flared End Section	1	\$ 1,200.00	/EA	\$ 1,200.00
13	Construct Cast-In-Place Storm Drain Structure per Plan ✓	1	\$ 20,000.00	/EA	\$ 20,000.00
14	Furnish and Install Pre-Cast 60"Ø Storm Drain Manhole	1	\$ 7,500.00	/EA	\$ 7,500.00
15	Furnish and Install Class 300 Rock Rip Rap Inlet Protection Per Plan (18" Depth) 🧪	903	\$ 2.50	/SF	\$ 2,257.50
16	Mass On-Site Earthwork (Re-Grade Ditch per Plan) √	450	\$ 10.00	/CY	\$ 4,500.00
17	Furnish and Install Pipe Bollard	4	\$ 1,200.00	/EA	\$ 4,800.00
18	Furnish and Install Class 300 Rock Rip Rap Outlet Protection Per Plan (18" Depth)	1,995	\$ 2.50	/SF	\$ 4,987.50

Subtotal \$ 79,145.00

Total \$ 97,355.00

Contingencies \$

9,735.50

Engineer's Preliminary Estimate of Probable Construction Costs \$

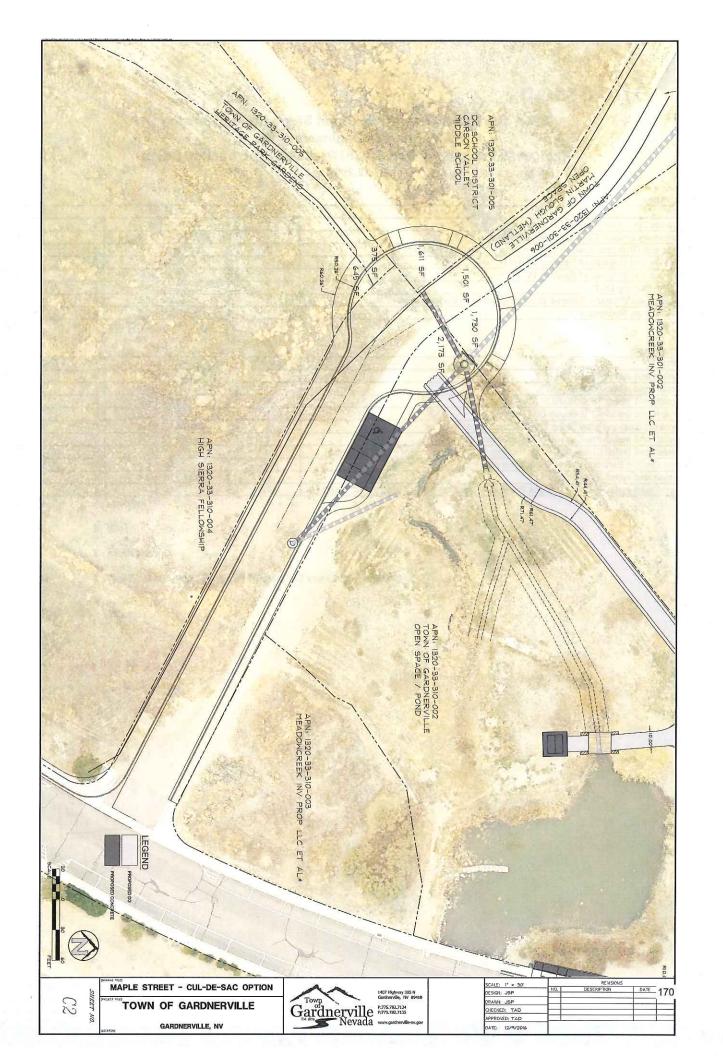
107,090.50

SIP Review Fee \$

3,960.33







Gardnerville Town Board AGENDA ACTION SHEET



Item No. 12.

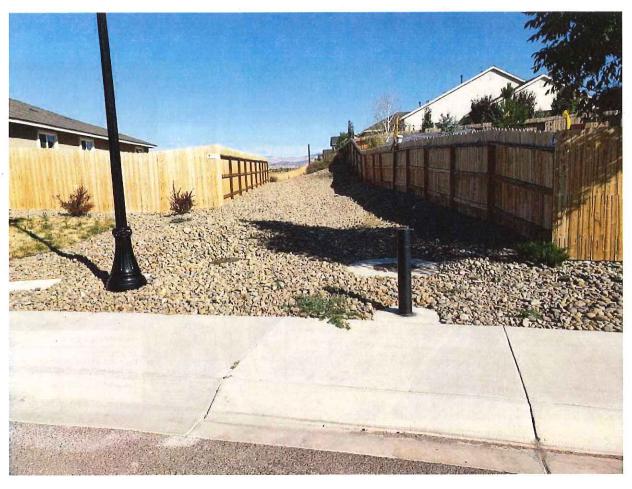
- 1. For Possible Action: Accept, accept with modifications, or deny an offer of dedication of two parcels APN: 1320-33-212-019 and 1320-33-230-004 in the Heybourne Meadows subdivision to provide pedestrian access within the subdivision and maintain the properties in perpetuity; with public comment prior to board action. (Erik Nilssen)
- 2. Recommended Motion: Accept an offer of dedication to the town of two parcels APN: 1320-33-212-019 and 1320-33-230-004 in the Heybourne Meadows subdivision to provide pedestrian access in the subdivision and agree to maintain the parcel is perpetuity and direct the Town Manager to record the provided Grant Bargain and Sale Deed and any other documents necessary to complete the real estate transaction..
- 3. Financial Impact: Minimal yearly maintenance of weeds and trash and clearing of snow during weather events.
- 4. Department: Public Works
- 5. Prepared by: Geoff LaCost
- 6. Meeting Date: November 5, 2019
- 7. Time Required: 10 minutes
- 8. Agenda: Administrative
- 9. Other Agency Review of Action:
- 10. Board Action:

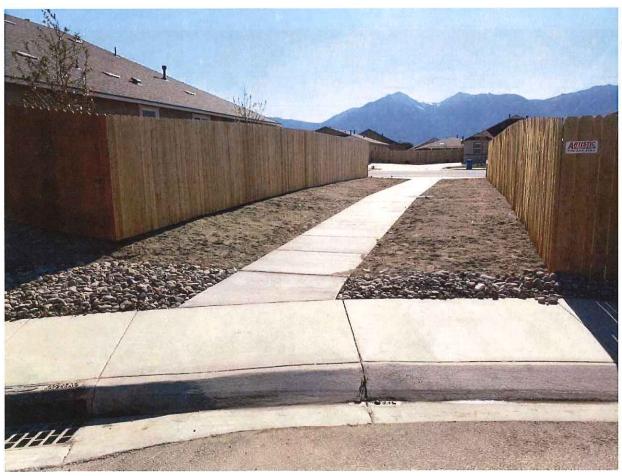
11. Background Information: As part of the Heybourne Meadows subdivision there are two properties the town specifically requested from the developer for pedestrian access.

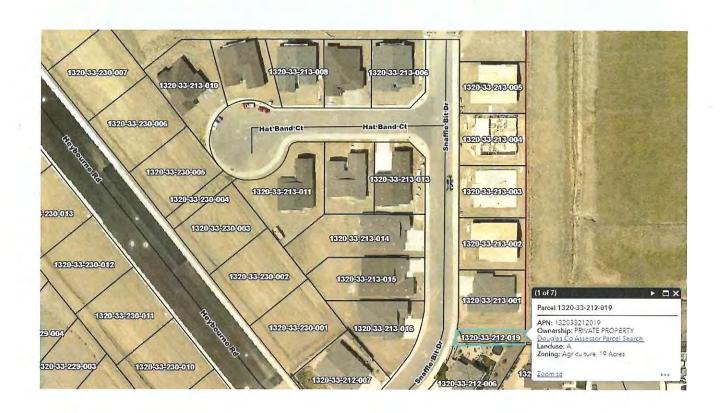
The first walk through is 20' wide connecting Hatband Ct to Heybourne Rd. The property has storm drain piping under the 5' wide sidewalk. There is a water meter connection available but not utilized in the area as we are not currently intending on adding plants. The current landscaping is decomposed granite (DG) on each side the of sidewalk. We will be improving the ends of the walkways with boulders to reduce the possibility of vehicular cut through.

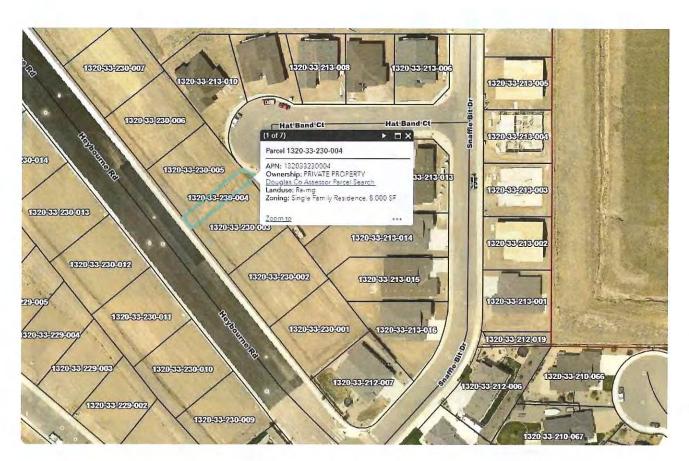
The second walk through is 20' wide connecting Snaffle Bit to an anticipated future development. There is no sidewalk on this property until the future development happens. There is a water meter connection without an installed meter but we are not currently intending on adding plants. The current landscaping is river rock and we will be improving the entrance onto Snaffle Bit with boulders to reduce the possibility of vehicle usage.

Both properties will be maintained by the town indefinitely for landscape maintenance and snow removal as necessary. Currently there is no irrigation installed to the properties so yearly costs will be minimal. If the Town Board would like the properties improved with plants there will be yearly costs for a water meter, plants, and plant husbandry responsibilities of approximately \$1,000 each year and \$3,000 for installation at each location.









APN: 1320-33-212-019
1320-33-230-004
Escrow No. 00244592 - 001 - 20
RPTT \$ 0.00
When Recorded Return to:
The Town of Gardnerville
Attn: Erik Nilssen
1407 US Highway 395
Gardnerville, NV 89410

Mail Tax Statements to: Grantee same as above

SPACE ABOVE FOR RECORDERS USE

Grant, Bargain, Sale Deed

THIS INDENTURE WITNESSETH: That

KDH Builders The Ranch, LLC, a Nevada limited liability company

In consideration of \$10.00, the receipt of which is hereby acknowledged, do(es) hereby Grant, Bargain, Sell and Convey to

The Town of Gardnerville

all that real property situate in the City of Gardnerville, County of Douglas, State of Nevada, described as follows:

See Exhibit A attached hereto and made a part hereof.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Signature and Notary block on following page

Page 2 of 3 of Grant, Bargain, Sale Deed Escrow No.: 00244592 - 001 - 20

Witness my/our hand(s) this 7th day of October, 2019

KDH Builders The Ranch, LLC

Darci Hendrix, Manager

STATE OF NEVADA COUNTY OF DOUGLAS

This instrument was acknowledged before me on October 7, 2019, By Darci Hendrix

NOTARY PUBLIC

CONNIE M. PATTERSON
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 99-42244-2 - Expires October 12, 2022

Exhibit A

PARCEL 1:

Lot E and, as shown on the Final Map Planned Unit Development PD 04-008 THE RANCH AT GARDNERVILLE PHASE IIA-2, recorded in the office of the Douglas County Recorder, State of Nevada on October 3, 2014, as Document No. 2014-850353, Official Records.

APN: 1320-33-212-019

PARCEL 2:

Lot G, of the Final Map Planned Unit Development PD 04-008 Heybourne Meadows (fka The Ranch at Gardnerville) Phase IIE, recorded July 24, 2018, as Document No. 2018-917168, Official Records, Douglas County, Nevada.

APN: 1320-33-230-004

/	-33-230-004				
	-33-212-019				
c) d)					
2. Type of Property					
a) Vacant L		7			
c) Condo/Tw e) Apt. Bldg		FOR F BOOK			AL USE ONLY
g) Agricultur	2	DATE	OF RECORDING	_FAGE G;	
1	Ped. Access	NOTES			
i) 🗀 ouloi	1 04,7100035		-		
3. Total Value/Sales	Price of Property:	\$0			
Deed in Lieu of For Transfer Tax Value:	eclosure Only (value of property)	(
Real Property Trans		\$ <u>0</u> \$0			
		40			-
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FIRST	CENTENNIAL T	TTLE COMPANY OF NEVADA
		00 * RENO, NV 89519 (775) 689-8510
	937 TAHOE BLVD., STE 130, INC	LINE VILLAGE, NV 89451 (775) 831-8200
<u> </u>	3700 LAKESIDE DR., SUITE 110 4870 VISTA BLVD., SUITE 110 S	* RENO, NV 89509 (775) 689-1810 PARKS, NV 89436 (775) 689-8551
	896 WEST NYE LANE, SUITE 104	1 * CARSON CITY, NV 89703 (775) 841-6580
	3255 SOUTH VIRGINIA STREET 3748 LAKESIDE DRIVE, SUITE 1	SUITE B * RENO, NV 89502 (775) 800-1981 00, RENO NV 89509 (775) 689-8235
		AY, SUITE 820 RENO, NV 89521 (775) 737-5090
		suing Policies Of
Today's Date:		Title Insurance Company
May 2, 2019		
	PRELIN	MNARY REPORT
Proposed Buyer	: The Town o	f Gardnerville
Property Addres	ss: yacant publi Gardnerville	
KDH Builders 5400 Equity Av Reno, NV 8950		
Your No.: /		
Escrow Officer:	Commercial Unit	Our No.; 244592-COM
		ed in this report is through the date of 5, 2019 at 7:30 A.M.
Company of Ne hereof, an Ame and and the est any defect, lien	vada, Inc. hereby reports that rican Land Title Association S ate or interest therein set forth or encumbrance not shown o	tion for a policy of title insurance, First Centennial Title it is prepared to issue, or cause to be issued, as of the date standard Coverage Policy of Title Insurance describing the insuring against loss which may be sustained by reason of or referred to as an Exception below or not excluded from predictions and Stipulations of said Policy form.
This report (and he issuance of a	any supplements or amendme policy of title insurance and r	nts thereof) is issued solely for the purpose of facilitating to liability is assumed hereby.
		Sanara Auggo

by:______ Tamara Pruzzo, Title Officer

SCHEDULE A

The estate or interest in the land hereinafter described or referred to covered by this report is:

Fee Simple

Title to said estate or interest at the date hereof is vested in:

KDH Builders The Ranch, LLC, a Nevada Limited Liability Company

The land referred to in this Report is situate in the State of NEVADA, County of Douglas.

See Exhibit "A" Attached Hereto And Made A Part Hereof

SCHEDULE B

At the date hereof Exceptions to coverage in addition to the printed exceptions and exclusions in said policy form would be as follows:

This Preliminary Title Report is intended only as a solicitation of an offer to issue a Policy of Title Insurance. It is not intended for any other purpose and the Company expressly disclaims all liability for any use or purpose other than as stated herein. The company reserves the right to make further requirements or exceptions in the event issuance of a Policy of Title Insurance is hereafter requested. The total liability of First Centennial Title Company of Nevada, Inc., and First American Title Insurance Company shall not exceed the total fee paid for the herein Preliminary Title Report. Any reliance placed upon the matter expressed herein shall have not value or liability exceeding the above said fee and any liability extended by the herein report shall not extend beyond the date hereof.

PARCEL 1:

- General and Special Taxes for the fiscal year 2019-2020, including any secured personal property taxes and any district assessments, a lien, not yet due and payable. Assessors Parcel No.: 1320-33-212-019
- 2. Any additional tax that may be levied against said land due to the supplemental tax roll, by reason of a change in ownership or completion of new construction thereon.
- 3. Any assessments, liens, charges or fees levied by the Minden Town Water Company by reason of said land lying within its boundaries.
- 4. Any assessments, liens, charges or fees which may become due the Carson Water Subconservancy District, or future General Improvement District for the immediate area in which the land herein lies.
- 5. Any assessments, liens, charges or fees levied by the Minden-Gardnerville Sanitation District by reason of said land lying within it boundaries.
- Any unpaid charges for delinquent garbage fees, plus any interest and/or penalties, which
 would created a lien and attach to said premises, pursuant to Nevada Revised Statutes
 Section 444.520.
- 7. Except all water, claims or rights to water, in or under said land.
- 8. Easements, dedications, reservations, provisions, relinquishments, recitals, building set back lines, certificates, and any other matters as provided for or delineated on Land Division Map No. 25700.
 - Reference is hereby made to said Plat for particulars. If one is not included herewith, one will be furnished upon request.

 Easements, dedications, reservations, provisions, relinquishments, recitals, building set back lines, certificates, and any other matters as provided for or delineated on Record of Survey Map No. 678199.

Reference is hereby made to said Plat for particulars. If one is not included herewith, one will be furnished upon request.

- 10. Easements, provisions, recitals and dedications as delineated and set forth on the official map of said subdivision.
- 11. Reservations and Covenants as contained in a Deed recorded July 7, 2006, in Book 706, Page 2210, as Document No. 679108, Official Records, Douglas County, Nevada.
- 12. Terms, Conditions and Provisions as contained in an Agreement for Annexation, recorded January 11, 2007, in Book 107, page 3174, as Document No. 692538, Official Records of Douglas County, Nevada.

PURPOSE: EXECUTED BY: Annexation into the Minden-Gardnerville Sanitation District The Ranch at Gardnerville, LLC, a Nevada Limited Liability

Company and the Minden-Gardnerville Sanitation District, a governmental body organized under the laws of the State of

Nevada

13. Terms, Conditions and Provisions as contained in a Dedication Agreement, recorded December 12, 2007, in Book 1207, page 2351, as Document No. 714671, Official Records of Douglas County, Nevada.

EXECUTED BY: The Ranch at Gardnerville, LLC, a Nevada Limited Liability Company and the Town of Gardnerville, a political subdivision of the State of Nevada

14. Terms, Conditions and Provisions as contained in a Certificate of Eligibility to Transfer Development Rights, TDR Certificate 2007-01, recorded December 13, 2007, in Book 1207, page 2606, as Document No. 714731, Official Records of Douglas County, Nevada.

DATED: December 6, 2007

EXECUTED BY: Douglas County, Nevada

Terms and Conditions as set forth and contained in a document entitled "Deed and Assignment of Development Rights Separate from Certificate", under abovementioned Certificate, recorded December 13, 2007, in Book 1207, Page 2613, as Document No. 714732, of Official Records.

Terms and Conditions as set forth and contained in a document entitled "Deed and Assignment of Development Rights Separate from Certificate", under abovementioned Certificate, recorded December 17, 2013, in Book 1213, Page 2808, as Document No. 835602, of Official Records.

Terms and Conditions as set forth and contained in a document entitled "Deed and Assignment of Development Rights Separate from Certificate", under abovementioned Certificate, recorded March 25, 2014, in Book 314, Page 4168, as Document No. 839982, of Official Records.

- 15. An easement as granted to Sierra Pacific Power Company, a Nevada corporation, to construct, operate and maintain underground utility facilities and incidental purposes, by instrument recorded December 5, 2008, in Book 1208, Page 1074, as Document No. 734071, Official Records, Douglas County, Nevada.
- 16. Easements, dedications, reservations, provisions, relinquishments, recitals, building set back lines, certificates, and any other matters as provided for or delineated on Record of Survey Map No. 823143.

Reference is hereby made to said Plat for particulars. If one is not included herewith, one will be furnished upon request.

- 17. Provisions as contained in a Deed Restriction recorded June 18, 2013, in Book 613, Page 4663, as Document No. 825568, Official Records, Douglas County, Nevada.
- 18. Easements, dedications, reservations, provisions, relinquishments, recitals, building set back lines, certificates, and any other matters as provided for or dellneated on the Subdivision Map of the Ranch at Gardnerville Phase IIA-1.

Reference is hereby made to said Plat for particulars. If one is not included herewith, one will be furnished upon request.

- 19. An easement as granted to Sierra Pacific Power Company, a Nevada Corporation d/b/a NV Energy, to construct, operate and maintain utility facilities and incidental purposes, by instrument recorded October 22, 2013, in Book 1013, Page 4405, as Document No. 832454, Official Records, Douglas County, Nevada.
- 20. Terms, Conditions and Provisions as contained in an Agreement, recorded December 11, 2013, in Book 1213, page 1647, as Document No. 835246, Official Records of Douglas County, Nevada.
- 21. Easements, dedications, reservations, provisions, relinquishments, recitals, building set back lines, certificates, and any other matters as provided for or delineated on the Subdivision Map of The Ranch At Gardnerville Phase IIA-2, referenced in the legal description contained herein.

Reference is hereby made to said Plat for particulars. If one is not included herewith, one will be furnished upon request.

NOTE:

General and Special Taxes for proration purposes for the fiscal year 2018-2019 including any secured personal property and any district assessments, are PAID IN FULL.

Total Amount Taxed:

\$1.28

Assessor's Parcel No.: 1320-33-212-019

PARCEL 2:

22. General and Special Taxes for the fiscal year 2019-2020, including any secured personal property taxes and any district assessments, a lien, not yet due and payable. Assessors Parcel No.: 1320-33-212-019

- 23. Any additional tax that may be levied against said land due to the supplemental tax roll, by reason of a change in ownership or completion of new construction thereon.
- 24. Any Assessments, liens, charges or fees levied by the Gardnerville Town Water Company by reason of said land lying within its boundaries.
- 25. Any assessments, liens, charges or fees levied by the Minden-Gardnerville Sanitation District by reason of said land lying within it boundaries.
- 26. Any unpaid charges for delinquent garbage fees, plus any interest and/or penalties, which would create a lien and attach to said premises, pursuant to Nevada Revised Statutes Section 444,520.
- 27. Except all water, claims or rights to water, in or under said land.
- 28. Easements, dedications, reservations, provisions, relinquishments, recitals, building set back lines, certificates, and any other matters as provided for or delineated on Land Division Map recorded September 27, 1978, in Book 978, Page 1935, as Document No. 25700.
 - Reference is hereby made to said Plat for particulars. If one is not included herewith, one will be furnished upon request.
- 29. Easements, dedications, reservations, provisions, relinquishments, recitals, building set back lines, certificates, and any other matters as provided for or delineated on Record of Survey to Support a Boundary Line Adjustment recorded June 28, 2006, in Book 0606, Page 9503, as Document No. 678199.
 - Reference is hereby made to said Plat for particulars. If one is not included herewith, one will be furnished upon request,
- 30. Terms, Conditions and Provisions as contained in an Agreement For Annexation, recorded January 11, 2007, in Book 0107, page 3174, as Document No. 692538, Official Records of Douglas County, Nevada.

PURPOSE:

Annex property to the Minden-Gardnerville Sanitation District

DATED:

January 11, 2007

EXECUTED BY: The Ranch at Gardnerville, LLC, a Nevada Limited Liability Company and the Minden-Gardnerville Sanitation District, a governmental body organized under the laws of the State of Nevada.

31. Easements, dedications, reservations, provisions, relinquishments, recitals, building set back lines, certificates, and any other matters as provided for or delineated on the Final Subdivision Map, Planned Unit Development PD 04-008 The Ranch at Gardnerville Phase 1 and Amended Final Subdivision Map, Planned Unit Development PD 04-008 The Ranch at Gardnerville Phase 1.

Reference is hereby made to said Plat for particulars. If one is not included herewith, one will be furnished upon request.

32. Terms, Conditions and Provisions as contained in a Dedication Agreement, recorded December 12, 2007, in Book 1207, page 2351, as <u>Document No. 714671</u>, Official Records of Douglas County, Nevada.

PURPOSE:

To ensure that certain real property remains as undeveloped open space

DATED:

December 12, 2007

EXECUTED BY: The Ranch at Gardnerville, LLC, a Nevada limited liability company and The Town of Gardnerville, a political subdivision of the State of Nevada

33. Terms and Conditions as set forth and contained in a document entitled "Development Rights Deed", recorded December 13, 2007, in Book 1207, Page 2619, as Document No. 714733, of Official Records.

Deed and Assignment of Development Rights Separate from Certificate, recorded July 9, 2018, as Document No. 2018-916556, Official Records.

- 34. An easement affecting a portion of said land and for the purposes stated therein, and incidental purposes in favor of Sierra Pacific Power Company, a Nevada corporation, for underground utility facilities, recorded December 5, 2008, in Book 1208, Page 1074, as <u>Document No. 734071</u>, Official Records, Douglas County, Nevada.
- 35. Easements, dedications, reservations, provisions, relinquishments, recitals, building set back lines, certificates, and any other matters as provided for or delineated on Record of Survey To Support a Boundary Line Adjustment, recorded May 8, 2013, in Book 0513, Page 1751, as <u>Document No. 823143</u>.

Reference is hereby made to said Plat for particulars. If one is not included herewith, one will be furnished upon request.

- 36. Provisions as contained in a Deed Restriction recorded June 18, 2013, in Book 0613, Page 4663, as <u>Document No. 825568</u>, Official Records, Douglas County, Nevada.
- 37. Easements, dedications, reservations, provisions, relinquishments, recitals, building set back lines, certificates, and any other matters as provided for or delineated on the Final Map, Planned Unit Development PD 04-008 The Ranch at Gardnerville Phase IIA-1.
 - Reference is hereby made to said Plat for particulars. If one is not included herewith, one will be furnished upon request.
- 38. An easement affecting a portion of said land and for the purposes stated therein, and incidental purposes in favor of Southwest Gas Corporation, a California Corporation, for installation and maintenance of a natural gas pipeline or pipelines, recorded December 21, 2016, as <u>Document No. 2016-892397</u>, Official Records, Douglas County, Nevada.
- 39. Transfer of development rights and the provisions contained therein, as contained in a Deed recorded August 28, 2017, as Document No. 2017-903250, Official Records, Douglas County, Nevada.
 - Deed and Assignment of Development Rights Separate From Certificate recorded July 24, 2018, as Document No. 2018-917169, Official Records.
- 40. Easements, dedications, reservations, provisions, relinquishments, recitals, building set back lines, certificates, and any other matters as provided for or delineated on the Final Map Planned Unit Development PD 04-008 Heybourne Meadows Phase IIC referenced in the legal description contained herein.
 - Reference is hereby made to said Plat for particulars. If one is not included herewith, one will be furnished upon request.
- 41. Terms, Conditions and Provisions as contained in a Memorandum of Purchase and Sales Agreement, recorded September 29, 2017, as Document No. 2017-904994, Official Records of Douglas County, Nevada.
- 42. Easements, dedications, reservations, provisions, relinquishments, recitals, building set back lines, certificates, and any other matters as provided for or delineated on the Final Map Planned Unit Development PD 04-008 HEYBOURNE MEADOWS (fka The Ranch at Gardnerville) Phase IIE, referenced in the legal description contained herein.
 - Reference is hereby made to said Plat for particulars. If one is not included herewith, one will be furnished upon request.
- 43. An easement for shared private access and public utilities and incidental purposes as shown on the map of said subdivision, 20 feet in width, along Heybourne Road boundary of said land.

- 44. We will require the following items from KDH Builders The Ranch, LLC, a Nevada Limited Liability Company:
 - A. A copy of the Articles of Organization.
 - B. A copy of the company's operating agreement.
 - C. A current list of the names of the company members, if said company is member managed.

NOTE:

General and Special Taxes for proration purposes for the fiscal year 2018-2019 including any secured personal property and any district assessments, are PAID IN FULL.

Assessor's Parcel No.: 1320-33-212-019

NOTE: The total liability of First Centennial Title Company of Nevada, Inc. and First American Title Insurance Company shall not exceed the total fee paid for the herein Preliminary Report of Title. Any reliance placed upon the matters expressed herein shall have no value or liability exceeding the above said fee and any liability extended by the herein report shall not extend beyond the date hereof.

EXHIBIT "A" Legal Description

All that certain real property situate in the County of **Douglas**, State of **NEVADA**, described as follows:

PARCEL 1:

Lot E and, as shown on the Final Map Planned Unit Development PD 04-008 THE RANCH AT GARDNERVILLE PHASE IIA-2, recorded in the office of the Douglas County Recorder, State of Nevada on October 3, 2014, as Document No. 2014-850353, Official Records.

APN: 1320-33-212-019

PARCEL 2:

Lot G, of the Final Map Planned Unit Development PD 04-008 Heybourne Meadows (fka The Ranch at Gardnerville) Phase IIE, recorded July 24, 2018, as Document No. 2018-917168, Official Records, Douglas County, Nevada.

APN: 1320-33-230-004

End of Report

JLM TITLE, LLC, a Nevada Limited Liability Company, dba FIRST CENTENNIAL TITLE COMPANY

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information—particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information that you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means.
- Information we receive from providers of services to us, such as appraisers, appraisal management
 companies, real estate agents and brokers and insurance agencies (this may include the appraised value,
 purchase price and other details about the property that is the subject of your transaction with us).
- · Information about your transactions with us, our Affiliated Companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Other Important Information

We reserve the right to modify or supplement this Privacy Policy at any time. If our Privacy Policy changes, we will provide the new Privacy Policy and the ability to opt out (as required by law) before the new policy becomes effective.

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Gardnerville Town Board AGENDA ACTION SHEET



Item No. 13.

- 1. Not For Possible Action: Discussion on the Town Attorney's Monthly Report of activities for October 2019. (Jennifer Yturbide)
- 2. Recommended Motion: N/A
- 3. Financial Impact: N/A
- 4. Department: Attorney
- 5. Prepared by: Carol Louthan
- 6. Meeting Date: November 5, 2019
- 7. Time Required: 5 Minutes
- 8. Agenda: Administrative
- 9. Other Agency Review of Action: N/A
- 10. Board Action:
- 11. Background Information: See attached memorandum from Town Council to the Town Board.



MEMORANDUM

To:

Gardnerville Town Board

From:

Jennifer Yturbide, Yturbide Law, Town Counsel

Subject:

Monthly Attorney Report

File:

Town of Gardnerville - Monthly Agenda

Date:

October 29, 2019

This Memorandum memorializes the general legal services provided by Town Counsel during the month of October 2019.

- 1. Prepared for and attended October 1, 2019 board meeting.
- 2. Cursory review of new legislative matters affecting local government.
- 3. Work with Town Manager, Chair and Vice Chair regarding procedure for legal services and changes anticipated with new agenda software.
- 4. Work and meeting with Town Manager regarding Peak Agenda Software profile and training.
- 5. Review historic lien practice for unpaid garbage bills. Advice in response to Town Manager inquiry regarding lien for unpaid garbage bills, and specifically as related to Pinnacle Concepts account.
- 6. Work reviewing separate agenda items, and agenda packet materials supporting agenda items, for comment, suggested revisions, and approval, including:

- Consent Calendar, Correspondence and Claims, Minutes for Regular and Special Meetings;
- Proposed Policy regarding Fund Reserves;
- Parade of Lights item;
- Trash truck repairs, and truck 615;
- · Work on Special Event Policy and attachments;
- Work on items related to Lion's Club, Martin Slough, MSG proposed arches, Great Life Church, and dedication of properties at Heybourne Meadows for pedestrian access;
- Reports from Town Manager and liaison reports from Board members.
- 7. Work on Town Counsel report.

END OF MEMO

Gardnerville Town Board AGENDA ACTION SHEET



Item No. 14.

- Not for Possible Action: Discussion on the Town Manager's Monthly Report of activities for October 2019. (Erik Nilssen)
- 2. Recommended Motion: N/A
- 3. Financial Impact:
- 4. Department: Administration
- 5. Prepared by: Carol Louthan
- 6. Meeting Date: November 5, 2019
- 7. Time Required:
- 8. Agenda: Administrative
- 9. Other Agency Review of Action: N/A
- 10. Board Action:
- 11. Background Information: See attached report



Town Manager/Superintendent Monthly Report November 5, 2019

Public Works & Parks

- Working with 20/30 Club and Town Insurance provider to figure best way to address damage due to bat infestation. Probable presentation to the Town Board December 3, 2019.
- 2. Spent significant time preparing Holiday Decorations for installation along HWY 395.
- 3. Completed ADA trip hazard and access barrier elimination project in Chichester Estates. Please see attached map for locations.
- 4. One field staff member attended International Society of Arboriculture (ISA) Arborist training in Reno for 3 days.
- 5. A new computer was installed at the Town Maintenance Facility to better facilitate communications and training with the field staff.
- 6. Supported the Main Street Gardnerville "Fall Festival" event with sound system support and traffic control.

Health and Sanitation (H&S)

- 1. New hire, Joshua Weston, started on October 14th. This completes the H&S field crew to five members helping to cover sick time, vacation requests, and keep up with equipment maintenance.
- 2. Designed pockets for our dumpster that will work on both rear loading trucks and the future front loading trucks. Contracted with local welder to fabricate one bin with pockets for testing.
- 3. Truck 615 broke down several times putting it out of service for most of the month. It is repaired now.

Office, Engineering, and Contracted Work

- Town Manager attended two day grant writing seminar in Reno on October 17th and 18th.
- 2. Released two construction projects for bids:

- A. Underground Detention Reservoir at the Gardnerville Station. Bids due November 21st.
- B. High School (Maple) Street Storm Drain. Bids due November 22^{nd.}
- 3. Geoff and Erik met with NDOT on October 7th to discuss upcoming US 395 reconstruction
 - A. NDOT to bid project November of 2020
 - B. Construction anticipated to begin in Spring 2021
 - C. NDOT verbally committed to connection to the detention reservoir at the Gardnerville Station.
 - D. Opportunity to have NDOT include the Bell Street Storm Drain and Repaving on next year's CIP with their project.
 - i. Reduces cost to Town as we would get economy of scale.
 - ii. Only one construction project which reduces inconvenience to homeowners.
 - E. Follow up field meeting held October 23rd to discuss storm drain issues along the highway
- 4. Met with USDA, Douglas County, Main Street Gardnerville and Town of Minden in order to discuss the grant submittal for the retail market analysis identified in the 2018 Plan for Prosperity.
- 5. Completed two annual performance evaluations.
- 6. Met with Town Attorney to provide introduction to new agenda software, Peak Agenda.
- 7. Met with TSK Architects and Lumos and Associates to scope the proposed electric and pad improvements to Hellwinkel Shop.
- 8. Received approval to bid the Rapid Flashing Beacon project from NDOT. Attended construction coordination at NDOT on November 4th.
- 9. Attended Kings Lane HOA meeting on October 23rd to update them on the proposed sidewalk and entry way improvements along US 395 and their property frontage.
- 10. Presented Maple Street Storm Drain Project to Water Conveyance Advisory Committee on November 4th.
- 11. Superintendent met with Superior Asphalt to discuss this year's crack filling project.
- 12. Replaced two garage doors at the Town Maintenance Facility. One of which had completely failed.
- 13. Received quotes to replace failed HVAC Unit on Town Administrative Office Building.



Gardnerville Town Board

AGENDA ACTION SHEET

Item No. 15.



- Not For Possible Action: 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
- 3. Financial Impact:
- 4. Department: Administration
- 5. Prepared by: Carol Louthan
- 6. Meeting Date: November 5, 2019
- 7. Time Required: 10 minutes
- 8. Agenda: Administrative
- Other Agency Review of Action: N/A
- 10. Board Action:
- 11. Background Information: Provided at meeting.

Louthan, Carol

From:

Nevada League of Cities & Municipalities <jwalker@nvleague.org>

Sent:

Thursday, October 10, 2019 12:50 PM

To:

Louthan, Carol

Subject:

Stronger Together: A word from Mayor Kiernan McManus Reprint

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



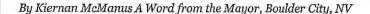
NLC&M Annual Conference September 24-26, 2019 Sunset Station Hotel & Casino City of Henderson



STRONGER TOGETHER

Exchanges with other Nevada cities benefit all

Reprint - Boulder City Review, Opinion October 2, 2019





We are not alone, Boulder City. That point was brought home to me again last week during the Nevada League of Cities annual conference held in Henderson. The League of Cities has existed for about the same length of time as Boulder City has been a chartered city.

The goals of the league are: "To foster periodical conferences of city officials; disseminate knowledge of municipal affairs and government; to circulate publications on municipal affairs; to secure harmony of action among cities; and to render technical information and other services to the cities."

Those goals help me and the other members of our City Council learn about and discuss issues that exist everywhere in Nevada. While a town like Carlin is different from Las Vegas and from Boulder City, there are many similarities for all local governments.

Presentations were made on education, renewable energy, economic development and changes to the open meeting law that went into effect this week. Many other issues such as taxation (it is government after all) and affordable housing were also reviewed and discussed.

Did we solve all these issues? Simply, "No." Some of the issues probably do not have solutions we can achieve easily. Affordable housing and homelessness being examples of problems that are widespread and ongoing. But we had the opportunity to discuss possible actions with state legislators for these and other problems all of the communities in Nevada face on a daily basis. We are not alone in the challenges that communities all over Nevada and America experience.

The majority of our City Council attended the conference workshops and discussion groups as well as our city manager. Yes, there were meals included. I estimate the cost was less than \$1.25 for each resident of Boulder City.

The consensus of City Council members in attendance was that we benefited in ways that will guide us in making Boulder City a better community.

The conference also reinforced how very fortunate we are to be Boulder City. Listening to elected officials from other communities discuss their challenges is a reminder of how lucky we are to have the resources present in our city. Boulder City has the lowest property tax rate for cities in Clark County. By far. Being the home of Hoover Dam provides for the construction of large-scale solar energy projects on land leased to companies that generate millions of dollars for our city each year. I don't know of any other community in Nevada that receives the level of benefits we do from being in the right place with the right climate. It is often better to be lucky than good. And Hoover Dam made Boulder City a very lucky place to be.

As good as we are as a community we should always keep in mind that our good fortune is due to the old Realtor saying — location, location, location. Hoover Dam is what built Boulder City and it continues to benefit our community in ways large and small.

Another takeaway from the League of Cities conference is how much people from other communities appreciate the qualities of our town. These other communities are realizing the wisdom of celebrating their history and the architecture that makes that history an attraction for so many visitors. We must do better in preserving the value enjoyed by homeowners in our historic district and the businesses that benefit from the draw our history has for visitors.

Cities and towns around Nevada are realizing the value of preserving their historic buildings. I listened to elected officials from Gardnerville and Winnemucca talk about the same type of efforts we are now pursuing for our community. They are working toward economic development by pursuing preservation of their unique histories. Preservation brings value and provides for economic opportunities.

Many cities and towns in Nevada are focused on growth. That is understandable for their situations. But we are lucky to be Boulder City and have found profit and enjoyment from what we already have. We can work to improve our city and continue the conservative growth that maintains our small-town qualities.

Kiernan McManus is mayor of Boulder City. He is a native of Boulder City first elected to City Council in 2017.

520 S. Curry Street Carson City, NV 89703 775-882-2121

Nevada League of Cities & Municipalities | 520 S. Curry Street, Carson City, NV 89703

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