

Affidavit
Certification of Public Posting
Carlin City Council Meeting

The undersigned certifies that the public notice for the **Carlin City Council Regular Meeting** to be held on **October 9, 2019**, at **7:00 PM** at the **City of Carlin Municipal Justice Building** and was posted on **October 3, 2019**, at the following locations:

- **9:05** Carlin City Hall – 101 South Eighth Street
- **9:14** Carlin Senior Citizen Center – 320 Chestnut St
- **9:20** Owen's Ace Hardware – 924 Bush Street Carlin
- **9:10** Wells Rural Electric Company – 1322 Chestnut St
- **9:39** City of Carlin Website
- **9:26** Public Works Shop – 810 8th Street Carlin
- **9:41** State of Nevada Public Notice Website

Madison Mahon
(Print Name)

Madison Mahon
(Signature)

10/03/2019
(Date)

Heather Trujillo
(Witness Name)

Heather Trujillo
(Signature)

10/03/2019
(Date)

PUBLIC MEETING NOTICE


The Carlin City Council, City of Carlin, State of Nevada, will conduct a **Regular** meeting on **October 9, 2019**, at the Carlin Municipal Court Meeting Room, 101 South Eighth Street, Carlin, Nevada, 89822, and beginning at **7:00 pm**.

Attached, with this Notice, is the Agenda for the City Council Meeting. We are pleased to make reasonable accommodations for members of the public who are disabled and wish to attend the meeting. If special arrangements are necessary, please notify LaDawn Lawson, City Clerk, in writing at PO Box 787, Carlin, Nevada 89822 or by telephoning 775-754-6354.

In accordance with Federal law and U.S. Department of Agriculture policy, the City of Carlin is prohibited from discriminating on the basis of race, color, national origin, sex, religion, age, disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W. Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD).

Notice of the meeting was posted at the following Carlin locations:

- Carlin City Hall – 101 South Eighth Street
- Carlin Senior Citizen Center – 320 Chestnut Street
- Owen's Ace Hardware – 924 Bush Street
- Wells Rural Electric Company – 1322 Chestnut Street
- City of Carlin Website
- Public Works Shop – 810 Oak Street
- State of Nevada Public Notice Website


Madison Mahon, Carlin City Manager

Agenda prepared by City Manager Madison Mahon.

Posted on or before the **4th** day of **October 2019**.

The City of Carlin is an equal opportunity employer and provider.

**CARLIN CITY COUNCIL
CITY OF CARLIN, STATE OF NEVADA
REGULAR MEETING
CARLIN MUNICIPAL COURT ROOM
101 SOUTH EIGHTH STREET
CARLIN, NEVADA**

**October 9, 2019
7:00 pm**

The public may address the Board on agenda items as they are reviewed, at the discretion of the presiding officer or during the time reserved for Comments by the General Public, after being recognized by the presiding officer. The Public and all persons addressing the Board must abide by the requirements of the Carlin Municipal Code 1-6-11, detailed at the Public Comment section of this agenda.

Note: The Mayor or Vice Mayor Reserves the Right to Change the Order of the Agenda. Additionally, the Council may, by majority vote, combine two or more agenda items for consideration or may remove any item from the agenda or delay consideration to a future City Council Agenda.

Call to Order and Roll Call

Pledge of Allegiance

- 1. Comment by the General Public (Non-Action Item):** Pursuant to NRS 241.020(2)(D)(3)(I & II) this time is devoted to comments by the general public and possible discussion of those comments. No action may be taken upon a matter raised under this item until the matter has been included on a successive agenda pursuant to the required procedures at the discretion of the City in accordance with applicable law and identified as an action item.

Municipal Code: 1-6-11: MANNER OF ADDRESSING BOARD; TIME LIMIT:

Each person addressing the board shall first give his name and address for the records, and unless further time is granted by the presiding officer, shall limit his address to five (5) minutes. All remarks shall be addressed to the board as a body and not to any member thereof. No person, other than the mayor, the members of the board and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the board, without the permission of the presiding officer. No question shall be asked except through the presiding officer. (Ord. 81, 9-10-1975, eff. 9-17-1975)

**PUBLIC COMMENT MAY BE TAKEN DURING DISCUSSION OF
INDIVIDUAL AGENDA ITEMS.**

- 2. City Council Members Report (Non-Action Item):**

Vice Mayor Lincoln Litchfield:

- A) Update on Addendum to Title 3 – Section on Marijuana Establishments

Councilperson Cameron Kinney:

- A) Update from the Nevada League of Cities Conference

3. City Manager Update (Non-Action Item):

- A) Union Pacific Railroad Update
- B) Q1 Financial Update
- C) Nevada Gold Mines Update

4. Director of Public Works Update (Non-Action Item):

- A) CT Crews Update

5. Second Reading on Ordinance No. 247 Amendment to Elko Sanitation Franchise Agreement (For Possible Action):

- A) Review, discussion, and possible action on Ordinance No. 247, An Ordinance Amending Section 5-10-3 Entitled “Term of Franchise”; Amending Section 5-10-22(2) Entitled “Award of Franchise” of the City of Carlin City Code, and all related matters.

6. Resolution 2019-05 A Resolution Setting Fees and Charges for Solid Waste Collection (For Possible Action):

- A) Review, discussion, and possible approval of Resolution No. 2019-05, a Resolution Setting Fees and Charges for Solid Waste Collection, and all related matters.

7. Intralocal Agreement between the City of Carlin and the Nevada Manufactured Housing Division (For Possible Action):

- A) Review, discussion, and possible approval of an Intralocal Agreement between the City and the Nevada Department of Business and Industry’s Manufactured Housing Division, and all related matters.
- B) Review, discussion, and possible approval of the fee schedule for manufactured housing inspections, and all related matters.
- C) Review, discussion, and possible approval of the permit application to be used by the Public Works department for placement of a new or used mobile/manufactured home,

and all related matters.

8. Building Inspector II Job Description (For Possible Action):

- A) Review, discussion, and possible approval of the Public Works job description for Building Inspector II, and all related matters.
- B) Review, discussion, and possible approval of a wage scale for the Building Inspector II position, and all related matters.

9. NDF Interlocal Agreement (For Possible Action):

- A) Review, discussion, and possible approval of the Interlocal Contract between the City of Carlin and the Nevada Division of Forestry. The Interlocal Contract is a 90-day term for the use of an NDF van for the purpose of transporting Community Trustee crews.

10. Evaluation of City Manager (For Possible Action):

- A) Discussion of an evaluation procedure for the 3-month, 6-month, and annual City Manager job performance evaluations, and all related matters.

11. APPROVAL of Expenditures (For Possible Action):

- A) Review, discussion, and possible approval of City expenditures for the period 09/07/2019 to 09/20/2019, and 09/21/2019-10/04/2019, and all other matters related thereto. The expenditure list is available for public inspection at the Carlin Administration Building, 151 S. 8th Street, Carlin, Nevada.

12. PUBLIC COMMENTS: (Non-Action Item)

- A) Pursuant to NRS 241.020(2)(D)(3)(I & II) this time is devoted to comments by the general public and possible discussion of those comments. No action may be taken upon a matter raised under this item until the matter has been included on a successive agenda pursuant to the required procedures at the discretion of the City in accordance with applicable law and identified as an action item.

13. Adjournment (For Possible Action):

Call to Order and Roll Call

Pledge of Allegiance

1. **Comment by the General Public (Non-Action Item):** Pursuant to NRS 241.020(2)(D)(3)(I & II) this time is devoted to comments by the general public and possible discussion of those comments. No action may be taken upon a matter raised under this item until the matter has been included on a successive agenda pursuant to the required procedures at the discretion of the City in accordance with applicable law and identified as an action item.

2. City Council Members Report (Non-Action Item):

Vice Mayor Lincoln Litchfield:

A) Update on Addendum to Title 3 – Section on Marijuana Establishments

Council Member Cameron Kinney:

A) Update from the Nevada League of Cities Conference

3. City Manager Update (Non-Action Item):

- A) Union Pacific Railroad Update
- B) Q1 Financial Update
- C) Nevada Gold Mines Update

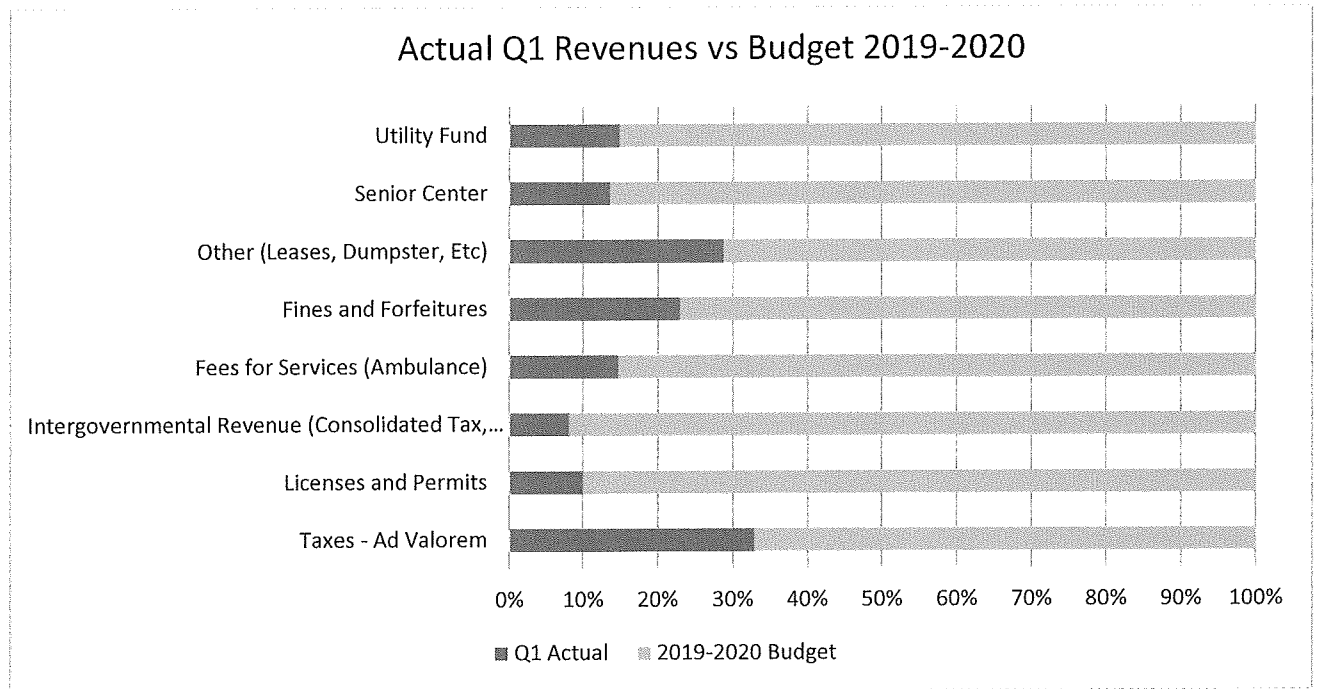


MEMORANDUM

TO: CITY COUNCIL
FROM: MADISON MAHON
SUBJECT: QUARTER 1 BUDGET HIGHLIGHTS

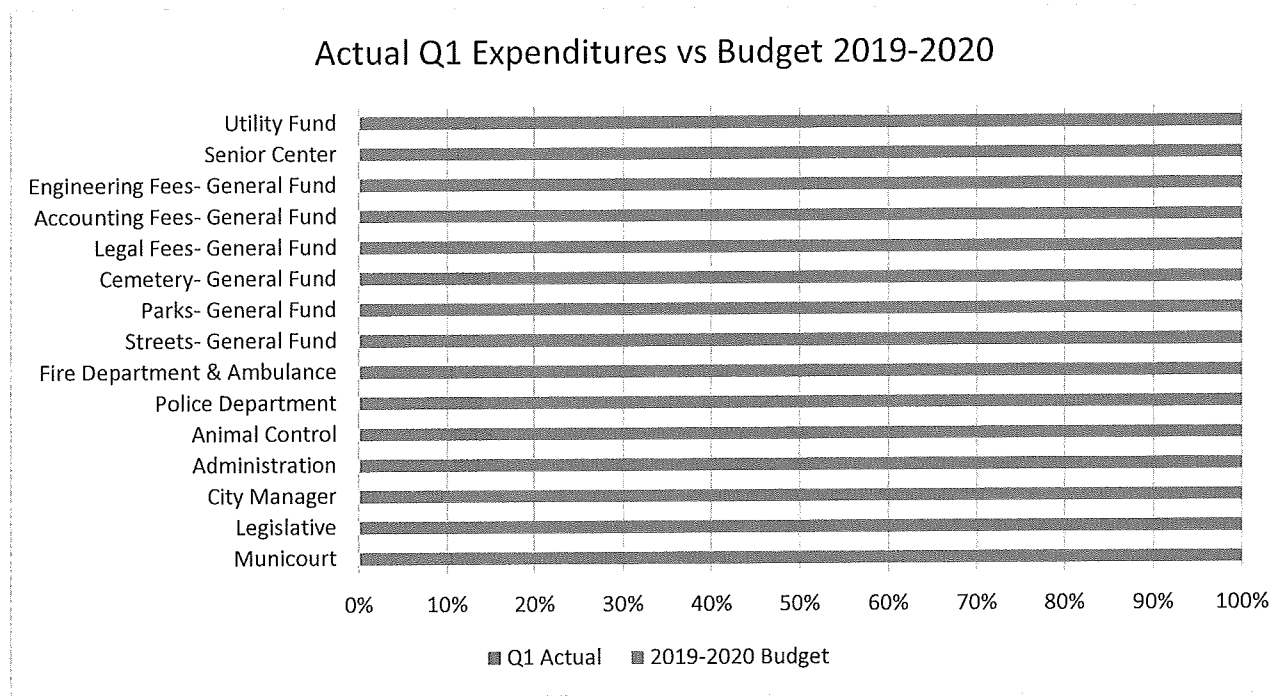
Below are two tables that highlight both the City's current revenues and current expenditures in comparison to the 2019-2020 Budget. This list is not inclusive of every budget item, please see Combined Cash Investment packet for more information. September 30, 2019 marked the end of Quarter 1 for the 2019-2020 fiscal year. This summary is intended to track the current progress of the expected revenues and expenditures.

Revenues:



Actual Q1 Revenues vs. Budget	Q1 Actual	2019-2020 Budget
Taxes - Ad Valorem	\$ 213,154.35	\$ 435,246.00
Licenses and Permits	\$ 7,118.29	\$ 64,000.00
Intergovernmental Revenue (Consolidated Tax, Motor Vehicle Fuel Tax, County Gaming)	\$ 178,234.82	\$ 2,013,000.00
Fees for Services (Ambulance)	\$ 3,458.00	\$ 20,000.00
Fines and Forfeitures	\$ 6,278.00	\$ 21,000.00
Other (Leases, Dumpster, Etc)	\$ 13,946.78	\$ 34,500.00
Senior Center	\$ 50,601.67	\$ 320,250.00
Utility Fund	\$ 180,458.56	\$ 1,032,000.00

Expenditures:



Actual Q1 Expenditures vs. Budget	Q1 Actual	2019-2020 Budget
Municipal Court	\$ 7,318.30	\$ 62,300.00
Legislative	\$ 2,919.82	\$ 25,100.00
City Manager	\$ 16,110.67	\$ 155,000.00
Administration	\$ 44,294.60	\$ 282,550.00
Animal Control	\$ 10,497.76	\$ 59,500.00
Police Department	\$ 139,621.14	\$ 868,658.00
Fire Department & Ambulance	\$ 35,465.34	\$ 298,750.00
Streets- General Fund	\$ 36,822.03	\$ 607,300.00
Parks- General Fund	\$ 3,786.28	\$ 96,000.00
Cemetery- General Fund	\$ 12,203.50	\$ 69,700.00
Legal Fees- General Fund	\$ 2,766.54	\$ 25,000.00
Accounting Fees- General Fund	\$ 3,142.05	\$ 90,000.00
Engineering Fees- General Fund	\$ 3,543.54	\$ 100,000.00
Senior Center	\$ 40,635.87	\$ 319,300.00
Utility Fund	\$ 186,422.28	\$ 1,218,600.00

4. Director of Public Works Update (Non-Action Item):

A) CT Crews Update

5. Second Reading on Ordinance No. 247 Amendment to Elko Sanitation Franchise Agreement (For Possible Action):

- A) Review, discussion, and possible action on Ordinance No. 247, An Ordinance Amending Section 5-10-3 Entitled “Term of Franchise”; Amending Section 5-10-22(2) Entitled “Award of Franchise” of the City of Carlin City Code, and all related matters.

CITY OF CARLIN
ORDINANCE NO. 247
(Amendment to Elko Sanitation Franchise Agreement)

AN ORDINANCE AMENDING SECTION 5-10-3 ENTITLED “TERM OF FRANCHISE”; AMENDING SECTION 5-10-22(2) ENTITLED “AWARD OF FRANCHISE” OF THE CARLIN CITY CODE.

RECITALS:

- A. On October 13, 1993, the City and Franchisee entered into a Franchise Agreement Ordinance for the collection, transportation and disposal of municipal solid waste by Elko Sanitation Company.
- B. The Franchise Agreement Ordinance was amended by Ordinance #196 on April 14, 2000.
- C. The Franchise Agreement Ordinance was amended again by Ordinance #203 on February 25, 2004.
- D. The Franchise Agreement Ordinance was amended again by Ordinance #227 on May 28, 2008.
- E. The Franchise Agreement Ordinance was amended again by Ordinance #237 on October 24, 2013.
- F. Parties desire to amend certain provisions of the Franchise Agreement Ordinance a fourth time.

THE BOARD OF COUNCILMEN OF THE CITY OF CARLIN DOES ORDAIN
AS FOLLOWS:

(For purposes of this ordinance, words which are bold and underlined are additions to the text of the existing code and words which are bold and bracketed are deletions to the existing code.)

SECTION 1: Title 5, Chapter 10, Section 3 is hereby amended to read as follows:

5-10-3: TERM OF FRANCHISE: The franchise shall be in force for a period of five (5) years commencing November 1, {2013}2018, and ending November 1, {2018}2023, unless sooner terminated has herein provided.

SECTION 2: Title 5, Chapter 10, Section 22(2) entitled "Award of Franchise" is hereby amended to read as follows:

2. Award of Franchise. City hereby franchises Franchisee with the exclusive right to provide garbage and trash collection and hauling services in the incorporated areas of the City of Carlin, Nevada, from November 1, {2013}2018 and ending on November 1, {2018}2023, unless sooner terminated as herein provided.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed but only to the extent of such conflict.

SECTION 4: If any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid, unenforceable or unconstitutional by any court of competent jurisdiction, the invalidity, unenforceability or unconstitutionality of such section, paragraph, clause or provision shall not affect any remaining provisions of this ordinance.

SECTION 5: This ordinance having been posted in two (2) conspicuous places for a period of at least ten (10) days prior to the adoption of the ordinance, and having been read by title on September 11, 2019, and having been voted on and adopted on _____, became in full force and effect one (1) week after its posting following adoption.

DATED at Carlin, Nevada, this ____th day of _____, 2019.

DANA HOLBROOK, Mayor

ATTEST:

LADAWN LAWSON, City Clerk

The foregoing ordinance was introduced in written form on the 11th day of September, 2019, and read aloud on the 9th day of October, 2019, at which time Motion to Adopt was made by Councilman _____, seconded by Councilman _____, and passed with the following vote:

AYES: _____

NAYES: _____

ABSENT: _____

6. Resolution 2019-05 A Resolution Setting Fees and Charges for Solid Waste Collection (For Possible Action):

- A) Review, discussion, and possible approval of Resolution No. 2019-05, a Resolution Setting Fees and Charges for Solid Waste Collection, and all related matters.

**CITY OF CARLIN RESOLUTION
NO. 2019-05**

Upon introduction by Vice Mayor Lincoln Litchfield and seconded by Councilwoman Pam Griswold, the following Resolution and Order was duly passed and adopted:

**A RESOLUTION SETTING FEES AND CHARGES
FOR SOLID WASTE COLLECTION**

WHEREAS, the Carlin City Code Section 5-10-22(4) allows the City Council to change by resolution the fees charged by Elko Sanitation Company for the collection and hauling of garbage;

WHEREAS, the City and Elko Sanitation Company desire to increase the rates for residential, commercial and construction services.

IT IS RESOLVED AND ORDERED that the following fee schedule shall charged by Franchisee for garbage and collection service beginning November 1, 2018.

		<u>Rates</u>	<u>3% Fuel Surcharge</u>
I.	<u>RESIDENTIAL RATES:</u>		
	95 Gallon Tipper Cart for all Residence:		
	Non Senior Citizen 1 x a week	\$10.19	\$0.31
	Senior Citizen (both husband and wife are over 62 years of age and both not working)	\$9.04	\$n/a
II.	<u>COMMERCIAL RATES:</u>		
	95 Gallon Tipper Carts:		
	Once a week	\$20.34	\$0.61
	Twice a week	\$23.94	\$0.72
	Bin Rates:		
	2yd bin		
	1 x a week	\$23.93	\$0.72
	2 x a week	\$47.85	\$1.44
	3 x a week	\$71.79	\$2.15
	4 x a week	\$95.71	\$2.87
	5 x a week	\$119.64	\$3.59
	Extra pick up	\$11.48	\$0.34
	3yd bin		
	1 x a week	\$35.91	\$1.08
	2 x a week	\$71.79	\$2.15
	3 x a week	\$107.69	\$3.23

4 x a week	\$143.57	\$4.31
5 x a week	\$179.47	\$5.38
Extra pick up	\$15.31	\$0.46

6yd bin		
1 x a week	\$71.79	\$2.15
2 x a week	\$143.57	\$4.31
3 x a week	\$215.35	\$6.46
4 x a week	\$287.14	\$8.61
5 x a week	\$358.92	\$10.77
Extra pick up	\$30.62	\$0.92

III. CONSTRUCTION RATES:

Roll off Containers:

20yd		
Delivery fee	\$86.47	\$2.59
Haul fee	\$115.93	\$3.48
Monthly Rent	\$62.25	\$1.87

30yd		
Delivery fee	\$86.47	\$2.59
Haul fee	\$172.94	\$5.19
Monthly Rent	\$62.25	\$1.87

IV. Diesel Fuel Surcharge:

A diesel fuel surcharge of 3% for each category of service is implemented if the Franchise holders cost of diesel fuel exceeds \$3.75. If the Franchise holders cost of diesel fuel is \$3.75 or less there shall be no diesel fuel surcharge.

PASSED, SIGNED AND ADOPTED this ____ day of _____, 2019.

CITY OF CARLIN

BY: _____
DANA HOLBROOK, MAYOR

///

ATTEST:

LADAWN LAWSON, CITY CLERK

VOTE:

AYES: _____

NAYES: _____

ABSENT: _____

required procedures at the discretion of the City in accordance with applicable law and identified as an action item. (Non - Action Item).

- a. Denise Taylor stated that before they build a dog park they need to do something about the feral cat problem in Carlin. Denise Taylor stated she will be back every month asking the same question.
- b. Chief Dennis Fobes stated they are looking at a grant to do a spay and neuter program.
- c. Denise Taylor asked if they don't get the grant what she can do as a citizen.
- d. Chief Dennis Fobes stated she can trap them and take them to be euthanized.
- e. Gayle Zomar stated she does not believe any citizen has a right to destroy an animal.
- f. Chief Dennis Fobes stated he wanted to introduce their newest officer Nathaniel Sexton.

2. City Council Members Reports: (Non-Action Item).

- a. Mayor Dana Holbrook stated they would start the discussion on the roads and he would like to turn it over to Carlos.
- b. Carlos Esparza stated they have been saving their RTC money for the last five or six years and starting next year they would have about \$300,000 saved up and they had picked some streets that would not be affected by any future utility improvements. Carlos Esparza stated it includes the northwest portion of town for some chip seal and street repair. Carlos Esparza stated some of those streets would require a lot more work because the base is gone.
- c. Mayor Dana Holbrook stated all of that would go through the budgeting process and be approved by the Council.
- d. Carlos Esparza stated it would not affect the general fund budget. Carlos Esparza stated that in the spring the curb, gutter, and sidewalk safety project with NDOT would commence on Chestnut Street starting at 3rd and go to Puett Street.
- e. Gayle Zomar asked about the rest of the streets.
- f. Carlos Esparza stated they do not want to waste any money on streets that will have to be dug up to replace the pipes.
- g. Mayor Dana Holbrook stated it is not feasible to do the whole town so what they are looking at is getting the most bang for the buck.

3. Public Comment may be taken prior to any Action Being Taken by the Council: Review, discussion, and possible approval to renew the Elko Sanitation Contract for five (5) years (11-1-2018 to 11-1-2023) with a 3% price increase to provide commercial, residential and roll-off waste removal services for the City of Carlin and to be retro-active to November 1, 2018, and all related matters. (For Possible Action).

- a. Mayor Dana Holbrook stated he didn't see anything he was really concerned about and he feels Elko Sanitation is a good company for the City of Carlin.
- b. Councilperson Margaret Johnston stated in 2015 they gave them an increase of 2.5% and they locked the fuel rate at \$3.35 cents a gallon and

- she believes the price has gone down.
- c. Jared Martin stated they have it set so if it goes above \$3.75 a gallon they will do a fuel surcharge but they do not see it going that way any time soon.
 - d. Councilperson Cameron Kinney stated he is concerned because it is worded as a franchise agreement when the agenda says it is a contract.
 - e. Mayor Dana Holbrook stated he doesn't think it will be a problem.
 - f. Jared Martin stated they do pay a franchise fee.
 - g. Ashley Holmes asked why they do not have a recycling program.
 - h. Jared Martin stated when they started recycling they were getting \$15 a ton but right now they are paying \$50 a ton.

Vice Mayor Lincoln Litchfield made a motion to approve the renewal the Elko Sanitation Contract for five (5) years (11-1-2018 to 11-1-2023) with a 3% price increase to provide commercial, residential and roll-off waste removal services for the City of Carlin, and to be retroactive to November 1, 2018, and all related matters. Councilperson Pam Griswold seconded the motion. The motion passed.

4. **Public Comment may be taken prior to any Action Being Taken by the Council: Review, discussion, and possible approval to begin the Special Session of the City Council to be held on January 7, 2018, earlier than 7:00 o'clock and all related matters. (For Possible Action).**
- a. LaDawn Lawson stated it is training by POOL & PACT and the instructor would like to start it earlier because it is a long training.
 - b. Vice Mayor Litchfield stated he would be fine with 4 p.m.
 - c. Councilperson Pam Griswold stated 4:30 would be better.

Vice Mayor Lincoln Litchfield made a motion to approve beginning the Special Session of the City Council to be held on January 7, 2018, at 4:30 p.m., and all related matters. Councilperson Margaret Johnston seconded the motion. The motion passed.

5. **Public Comment will be taken prior to any Action Being Taken by the Council: Review, discussion, and possible approval of a request from Patrick Lickly to improve the vacant Parking Lot located on Fir Street, Carlin Nevada, Parcel Number 002-030-062, and all related matters. (For Possible Action).**
- a. Patrick Lickly asked if they can use their property as a gravel lot and stated there is some interest in some of the big rigs in turning around half way between Reno and Salt Lake.
 - b. Mayor Holbrook stated at one time they had a lot of rigs pulling in there and causing a lot of dust problems. Mayor Holbrook stated further the gravel gets brought onto the paved road and causes damage.
 - c. Patrick Lickly stated they got a notice from the PD telling them to do weed abatement but he would need to do minor grading in order to smooth

7. Intralocal Agreement between the City of Carlin and the Nevada Manufactured Housing Division (For Possible Action):

- A) Review, discussion, and possible approval of an Intralocal Agreement between the City and the Nevada Department of Business and Industry's Manufactured Housing Division, and all related matters.
- B) Review, discussion, and possible approval of the fee schedule for manufactured housing inspections, and all related matters.
- C) Review, discussion, and possible approval of the permit application to be used by the Public Works department for placement of a new or used mobile/manufactured home, and all related matters.

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its

Department of Business & Industry
Manufactured Housing Division
1830 E. College Pkwy Suite #120
Carson City, NV 89706
775-684-2940 Phone
775-684-2949 Facsimile

And

City of Carlin
151 S. 8th St., P.O. Box 787
Carlin, NV 89822

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective upon approval to August 30, 2020, unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until thirty days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF WORK

7. CONSIDERATION. City of Carlin agrees to provide the services set forth in paragraph (6) at no cost to the State of Nevada. City of Carlin shall, however, pay to the Manufactured Housing Division five percent (5%) of any inspection fee received in accordance with NAC 489 plus \$50.00 for each installation label and \$50.00 for each compliance label. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an

excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. INDEMNIFICATION.

- a. To the fullest extent of limited liability as set forth in paragraph (11) of this Contract, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
- b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the State of Nevada Office of the Attorney General.

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

City of Carlin:

Public Agency #1 Signature

Date

Title

State of Nevada, Department of Business & Industry, Manufactured Housing Division:

Public Agency #2 Signature

Date

Title

State of Nevada, Department of Business & Industry

Signature

Date

Title

Approved as to form by:

Deputy Attorney General for Attorney General, State of Nevada

On _____

(Date)

**ATTACHMENT A
SCOPE OF WORK**

To

Intralocal Contract Between
State of Nevada
Department of Business & Industry
Manufactured Housing Division

And

City of Carlin

WHEREAS, the Division has prepared an "approved installation label", hereafter called "label", and adopted regulations for the procedure of inspection and testing, and

WHEREAS, City of Carlin indicates that it is ready, willing and able to cause such inspections and tests and affix such seals to manufactured/mobile homes and commercial coaches having been inspected.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties hereto hereinafter set forth, it is agreed,

1. City of Carlin shall inspect and conduct the required tests for the installation of all manufactured/mobile homes, and commercial coaches, as well as, the inspections and tests for home repairs and the replacement of the heat producing appliances within the home as required by the Division. City of Carlin will conduct inspections and tests within City of Carlin's boundaries, or upon the request of any entity with which City of Carlin enters into an interlocal agreement, to ascertain compliance with Nevada Revised Statutes and Nevada Administrative Codes (NAC) 489, Manufactured Housing Construction and Safety Standards Part 3280 and The Nevada Manufactured, Mobile Home and Commercial Coach Installation Standards.
2. The Division hereby delegates concurrent authority to perform such inspections and tests to City of Carlin.
3. City of Carlin shall affix the "labels" supplied to them by the Division of the manufactured/mobile homes and commercial coaches which pass inspection and comply with the standards set forth in Section 1 of this Attachment A.
4. City of Carlin shall certify the results of such inspections and tests to the Division.

5. City of Carlin agrees to promptly notify the Division if it finds that for any reason it is unable to properly inspect or test any manufactured/mobile home or commercial coach within City of Carlin's boundaries.
5. City of Carlin further agrees to provide the Division with such other forms, material and information concerning such inspections and tests that the Division may from time to time deem necessary.
6. City of Carlin agrees to charge the owner or purchaser of the manufacture/mobile home, or commercial coach being inspected the proper fees as listed in NAC 489 for the "approved installation seal" and to charge the owner or purchaser the fees listed in NAC 489 for inspections and the inspectors travel and any other fees incurred in connection with the inspection.
7. The Division and City of Carlin agree that no compensation other than provided above shall be paid to City of Carlin for the inspection and installation of a manufactured/mobile home, or commercial coach.
8. The Division and City of Carlin agree that the Division may give City of Carlin written orders to cease and desist from inspecting the manufactured/mobile homes, and commercial coaches if the Division has good cause to believe that City of Carlin has failed to enforce the regulations or make the inspections, or conduct the tests required by NRS 489 or any of the regulations adopted by the Division, or if the Division has good cause to believe City of Carlin has misused any funds collected pursuant to NRS 489, the regulations adopted by the Division, or this agreement.
9. City of Carlin agrees to desist from inspections and certifications after receiving such a cease and desist order. This Agreement shall automatically terminate within thirty (30) days of the Division's written order to City of Carlin to cease and desist from inspecting manufactured/mobile homes, and commercial coaches unless City of Carlin and the Division specifically agree, in writing, to continue this Agreement.
10. Nothing in this Agreement shall prevent the Division from conducting additional or similar inspections of manufactured/mobile homes, and commercial coaches and nothing in this Agreement shall prevent the Division from inspecting the work of City of Carlin and from voiding any seals which have been improperly affixed at any time to any manufactured/mobile home, or commercial coach, by City of Carlin, but no charges shall be made for duplicate inspections to the owner or purchaser of the manufactured/mobile home, or commercial coach.
11. It is mutually understood and agreed that this Agreement may be changed, altered, modified or otherwise amended at any time after its executing, in writing, by mutual consent of the parties.

13. City of Carlin hereby agrees that it will make no effort to add, subtract, change, or modify the installation regulations as adopted by the Division except through the administrative procedures set forth in NRS 233B.

City of Carlin:

_____ Signature	_____ Title	_____ Date
---------------------------	-----------------------	----------------------

State of Nevada, Department of Business & Industry, Housing Division:

_____ Signature	_____ Title	_____ Date
---------------------------	-----------------------	----------------------

State of Nevada, Department of Business & Industry

_____ Signature	_____ Title	_____ Date
---------------------------	-----------------------	----------------------

Approved as to form by:

_____ Deputy Attorney General for Attorney General, State of Nevada	_____ Date
---	----------------------



City of Carlin
Public Works Department
810 Oak Street, PO Box 340
Carlin, NV 89822
Phone 775-754-6515
Fax 775-754-6253
permits@cityofcarlin.com
Director Carlos A Esparza

The City of Carlin is an equal opportunity provider and employer.

Fee Schedule for Mobile/Manufactured Home Permitting & Inspections

Mobile/Manufactured Home Placement Permit, (single & multi-section)-----\$280.00
(this fee includes electrical, gas and sewer connection, pier placement, marriage line connections and anchor systems, skirting, underfloor access and ventilation inspections for new installations).
Commercial Coach (single & multi section, wet & dry)-----\$280.00
(this fee includes electrical, gas and sewer connection, pier placement and anchor system, skirting and underfloor access and ventilation inspections for new installations).
Mobile/Manufactured Home gas water heater replacement permit----- \$ 67.25
Mobile/Manufactured Home furnace permit-----\$ 67.25
(water heater and furnace replacements must be listed for use in a manufactured home)
Re-Roofing permit, -----\$10.10 sf
(existing shingles/materials must be stripped, ice and water barrier required on all roof replacements)
Sub-floor replacement/repair permit-----\$ 4.80 sf, minimum \$ 67.25
Sub-roof replacement/repair permit-----\$ 4.80 sf, minimum \$ 67.25
Wood, pellet stove, fireplace permit-----\$67.25
(wood & pellet stoves / fireplaces must be labeled and listed for use in a manufactured home, chimneys must be factory-built and designed for the fireplace or stove, spark arrestors shall be required on all installations)

Any structural modifications must be professionally designed and approved by the Housing Division, permit fees for structural modifications will be calculated by the Building Department after approved plans have been reviewed, approved and received from the Housing Division.

All new and used Mobile/Manufactured Home installation labels \$50.00, this fee is included in the above listed charges.

Replacement installation labels \$50.00 plus \$67.25 inspection / clerical fee. (replacement labels are required when it is found that any window in which the label had been installed has been replaced and the label has been permanently removed from the unit).



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PLACEMENT PERMIT APPLICATION FOR MANUFACTURED HOMES
(TO BE APPROVED BEFORE MOVING PERMIT IS ISSUED)

Before placement will be allowed, a **\$280.00** permit fee must be paid and the following information must be provided to the City of Carlin Building Department. Fees cover clerical services, gas, electrical, sewer connections and MH set up inspections.

Permit expires 180 days from issue date.

1. OWNERS NAME _____
2. CONTACT NUMBER _____
3. MAILING ADDRESS _____
4. PROPERTY ADDRESS (moving to) _____
5. ASSESSORS PARCEL NUMBER (moving to) _____
6. PROPERTY ADDRESS (moving from) _____
7. ASSESSORS PARCEL NUMBER (moving from) _____
8. YEAR _____
9. MAKE _____
10. MODEL _____
11. SERIAL NUMBER _____
12. LENGTH _____ WIDTH _____
13. ZONING _____
14. FLOOD ZONE _____
15. DEALER NAME _____
16. DEALER ADDRESS/PHONE _____
17. SET UP CONTRACTOR NAME/NUMBER _____
18. SET UP CONTRACTOR ADDRESS _____
19. SET UP LICENSE NUMBER _____ CITY OF CARLIN BUSINESS LICENSE NUMBER _____

Out of State dealers MUST provide proof of collected Nevada Sales Tax with this application, for information call the State of Nevada Dept. of Taxation (Sales tax, Use tax) at 1-866-962-3707.

(NRS489, Taxes must be paid in full for year prior to issuance of moving permit. Provide copy of receipt from Assessors office with this application.

Provide plot plan showing location of MH on property, along with distances to property lines, all utilities and structures.

MANUFACTURED / MOBILE HOMES OLDER THAN 5 YEARS OLD WILL NOT BE APPROVED FOR PLACEMENT FROM OUTSIDE CITY OF CARLIN PER CITY CODE 3-3-4. (COMMERCIAL COACHES EXEMPT)

Per NRS 489-801(2) it is unlawful for any person knowingly to sell or offer for sale any manufactured home which has been constructed on or after **June 15, 1976**, unless the manufactured home and its components and systems have been constructed and assembled according to the standards prescribed pursuant to the National Manufactured Construction and Safety Standards Act of 1974 (42 USC 5401)

Approved for moving permit? Yes No

Building Official / Inspector: _____ Date _____

mmahon@cityofcarlin.com

From: mmahon@cityofcarlin.com
Sent: Monday, July 1, 2019 9:17 AM
To: 'Tim Whitright'
Cc: 'Michele Popejoy'; 'Joe Lindsey'
Subject: RE: Inter-local Agreement w/ Manufactured Housing
Attachments: Carlin Proposed Interlocal Contract 070119.doc

Good Morning Tim,

Thank you for the clarification, that was extremely helpful. The City is open to the 5% fee that is submitted to the Division, although I do have a few more questions. Do you have a sample fee schedule based on the present MH Division inspection for us to utilize as a comparison? Also, Mr. Lindsey mentioned that we would want to determine the frequency of our contracted payment to the Division. He stated that he has seen three installations over the past two years, though there are often many more roofing, water heater, and furnace inspections taking place. Does the Division have a preference of monthly, quarterly, or annual payments?

Because Mr. Lindsey was a prior interlocal contract inspector for the Division, the City has a copy of the 2012 Manufactured Housing Division's Inspectors Reference Manual. Is there a more recent edition that we would be able to procure?

Thank you again for your help, I appreciate it.

Best,

Madison Mahon
City Manager
City of Carlin
775 754 6354

From: Tim Whitright <twhitright@housing.nv.gov>
Sent: Friday, June 28, 2019 4:36 PM
To: 'mmahon@cityofcarlin.com' <mmahon@cityofcarlin.com>
Cc: Michele Popejoy <mpopejoy@housing.nv.gov>; 'Joe Lindsey' <permits@cityofcarlin.com>
Subject: RE: Inter-local Agreement w/ Manufactured Housing

Madison,

I cannot take credit for the quick response, that is Michele who turned it around on a dime :O)

Thank you for the suggested amendment; however, we will not be making any changes to the Fee structure as requested by Mr. Lindsey. Though I do want to explain our position and make sure we are all on the same page. The Housing Division administers the Inter-local agreement process, particularly the labels including monthly reporting and reconciliation. So the labels are billed at \$50.00 each, which we absolutely expect the City of Carlin to recover in your fee structure. The 5% fee is collected to help support the administrative work as part of this Agreement.

To be clear, this agreement will allow the City of Carlin to process Permits and Inspections for Manufactured Homes, a function currently handled by the Housing Division. This also allows the City of Carlin to collect Permit and Inspection Fees for these services. The Fees are set by the City of Carlin and are completely within your control. The 5% fee charged by the Housing Division would be based upon your Fees, such that the City would retain a Net 95% of whatever Fee(s) the City charges. At the end of the day, the City will be generating a revenue stream that currently does not exist for the City. Conversely, the Housing Division will lose the revenue stream currently generated with respect to Permits and Inspections for manufactured homes within your jurisdiction.

If all other terms of the agreement are acceptable and if the City finds that having more autonomy over the manufactured homes within the City is in the City's best interest, then we hope to open a new chapter of partnership with Carlin through this Inter-local Agreement. If you or Mr. Lindsey or any other member of your City Team have questions or comments, please give me a call or an e-mail and I will be happy to discuss further.

Thank You

Tim Whitright
Deputy Administrator
Department of Business and Industry
Housing Division
3300 W. Sahara Avenue, 3rd Floor, Ste. 300 Las Vegas, NV 89102
702-486-7259
702-510-1650
twhitright@housing.nv.gov

From: mmahon@cityofcarlin.com [mailto:mmahon@cityofcarlin.com]
Sent: Thursday, June 27, 2019 2:39 PM
To: Tim Whitright <twhitright@housing.nv.gov>
Cc: Michele Popejoy <mpopejoy@housing.nv.gov>; 'Joe Lindsey' <permits@cityofcarlin.com>
Subject: RE: Inter-local Agreement w/ Manufactured Housing

Hello Tim,

Thank you for your quick response. Carlin's Building Official Joe Lindsey reviewed the document and suggested one change under Section 7 Consideration. The change has been noted in the document for your consideration.

Please let me know how we may be able to proceed.

Best,

Madison Mahon
City Manager
City of Carlin
775 754 6354

8. Building Inspector II Job Description (For Possible Action):

- A) Review, discussion, and possible approval of the Public Works job description for Building Inspector II, and all related matters.
- B) Review, discussion, and possible approval of a wage scale for the Building Inspector II position, and all related matters.



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CEsparza@cityofcarlin.com
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BUILDING INSPECTOR II

DEFINITION

A full time position that assists in performing all work associated with the inspection of buildings for conformity with adopted International, Uniform and National Building Codes.

DISTINGUISHING CHARACTERISTICS

This is a beginning level class in the Building Inspection series. This class is distinguished from the Building Inspector I class. The Building Inspector II class will assist and develop skills and citations. This position has been identified as safety sensitive.

SUPERVISION RECEIVED AND EXERCISED

Incumbents report directly to the Building Inspector and the Public Works Director.

REPRESENTATIVE DUTIES

The following duties are typical for this position. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- Must be willing to work as needed in urgent situations and to the immediate needs of other City of Carlin departments.
- Must be willing to work overtime, holidays and weekends, as needed.
- Assists in performing inspections in accordance with current adopted building code and City of Carlin policy.
- Accept, analyze and process submitted permit applications and plans for all categories of building and ancillary construction, prepare occupancy group information and determine cost evaluations for building permit.
- Assists in the issuance of all building permits including but not limited to, electrical, mechanical and plumbing permits.
- Communicate and coordinate with permit applicants, design professionals and contractors regarding code and conditions and criteria for minimum standard specific to their construction.

- Research and recommend alternate methods of construction approved by the City of Carlin which meet the intent/requirement of the International Code Council (ICC) for construction methods other than specified as minimum in code books.
- Comply with City of Carlin Policies and departmental procedures.
- Accurately, dependably and promptly finish assignments.
- Willing to assume responsibility.
- Communicate tactfully and skillfully, both orally and in writing, with co-workers, customers, general public, and news media.
- Perform professionally and efficiently under pressure.
- Maintains business confidences with the general public, community stakeholders, design professionals and contractors.
- Attentively listens and responds appropriately.

QUALIFICATIONS

KNOWLEDGE OF OR ABILITY TO LEARN WITHIN 24 MONTHS:

- Standard building codes adopted by the City of Carlin, IBC, IRC, UPC, UMC, IFC, and the NEC
- Understand, apply, and explain complex building plans, blue prints, specifications, and building codes.
- Applicable and alternate construction procedures, methods and practices.
- Appropriate safety procedures for working in construction sites and around equipment.
- Applicable and adopted Federal, State and local statutes, codes and regulations concerning building construction.

ABILITY TO:

- Coordinate, organize and communicate applicable building code and technical information to the public.
- Organize time, coordinate and communicate with the public, design professional and contractors to perform work efficiently.
- Accept, comprehend and implement provided education and training practice to provide public service-oriented benefit.
- Understand and apply knowledge of the International and Uniform Codes as adopted by the City of Carlin to building construction to provide public service oriented accordingly with City of Carlin policy.
- Develop and maintain effective and collaborative working relationships with the public, design professional, contractors, City employees, other government employees and community groups.
- Effectively and accurately perform all residential and light commercial plan review.
- Ability to perform and accomplish the following building inspections:
 - All single family and multiple family residential inspections, including but not limited to new construction, electrical, garage additions and remodels.
 - All residential, commercial and industrial electrical service application inspections.
 - All residential, commercial and industrial foundations and footings systems, including single family manufactured homes.
 - All Commercial Construction
 - All Industrial Construction

- All residential, commercial and industrial multiple floor building construction requirements.

PHYSICAL/MENTAL DEMANDS AND WORKING ENVIRONMENT

PHYSICAL AND MENTAL REQUIREMENTS

The physical and mental requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Mobility to work in a typical office setting, use standard office equipment, and drive a motor vehicle in order to attend meetings and inspect properties. Strength and stamina to inspect building construction, land use developments, other construction sites and properties or other facilities which may include standing for extended periods of time, stooping, kneeling, and walking on uneven terrain at construction sites, climbing ladders, scaffolding, and stairs. Ability to enter tight, dark and damp spaces. Strength to lift and carry up to 50 pounds at a time. Vision to read printed materials, a computer screen and various pieces of office equipment. Hearing and speech to communicate in person or over the telephone.

In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodations with the employer.

WORK ENVIRONMENT

Work is performed under the following conditions:

Majority of the work is performed outside in all types of weather conditions. Work is performed in construction zones and on uneven terrain with possible exposure to moving objects and vehicles. Possible hazards include but are not limited to sharp objects, pinch points, dust, noise, vibration, extreme heat and cold, slippery surfaces, toxic and caustic chemicals. Position requires travel by car to and from the office to inspection site.

EDUCATION AND EXPERIENCE

- Graduation from high school or equivalent education.
- Have at least four (4) years of progressive building related construction experience and one (1) year of technical/vocational training in the International and Uniform Codes or an equivalent combination of training and work experience.
- Ability to learn the applicable and adopted Federal, State and local statutes, codes, and regulations concerning building construction.
- To qualify for this classification, an individual must possess any combination of experience and education that would likely produce the required knowledge and abilities.

LEARNING AND CERTIFICATIONS

- Valid Nevada Class C Driver's License.
- Must Possess the following certifications within 6 months of hire:
 - Residential Plans Examiner (ICC)
 - Residential Building Inspector (ICC)
 - Commercial Plans Examiner (ICC)

- Commercial Building Inspector (ICC)
- International Energy Code Inspector (ICC)
- Must possess a minimum of two (2) of each of the following certifications per year after first year of employment:
 - Commercial Electrical Inspector from ICC
 - Commercial Mechanical Inspector from ICC or IAPMO
 - Commercial Plumbing Inspector from ICC or IAPMO
 - Residential Electrical Inspector from ICC
 - Residential Mechanical Inspector from ICC or IAPMO
 - Residential Plumbing Inspector from ICC or IAPMO

SPECIAL REQUIREMENTS

- This position has been identified as affecting public safety.

City of Carlin Pay Schedule 2019/2020

Regular Employee

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25
1	6.88	7.02	7.16	7.30	7.45	7.67	7.90	8.14	8.38	8.63	8.89	9.16	9.43	9.71	10.01	10.31	10.61	11.04	11.48	11.94	12.42	12.91	13.43	13.97	14.53
2	7.22	7.37	7.51	7.66	7.82	8.05	8.29	8.54	8.80	9.06	9.33	9.61	9.90	10.20	10.51	10.82	11.14	11.59	12.05	12.54	13.04	13.56	14.10	14.67	15.25
3	7.62	7.77	7.92	8.08	8.24	8.49	8.75	9.01	9.28	9.56	9.84	10.14	10.44	10.76	11.08	11.41	11.75	12.22	12.71	13.22	13.75	14.30	14.87	15.47	16.08
4	7.97	8.13	8.29	8.46	8.63	8.88	9.15	9.43	9.71	10.00	10.30	10.61	10.93	11.25	11.59	11.94	12.30	12.79	13.30	13.83	14.39	14.96	15.56	16.18	16.83
5	8.36	8.53	8.70	8.87	9.05	9.32	9.60	9.89	10.19	10.49	10.81	11.13	11.47	11.81	12.17	12.53	12.91	13.42	13.96	14.52	15.10	15.70	16.33	16.98	17.66
6	8.79	8.96	9.14	9.32	9.51	9.80	10.09	10.39	10.71	11.03	11.36	11.70	12.05	12.41	12.78	13.17	13.56	14.10	14.67	15.25	15.86	16.50	17.16	17.85	18.56
7	9.22	9.41	9.59	9.79	9.98	10.28	10.59	10.91	11.23	11.57	11.92	12.28	12.64	13.02	13.41	13.82	14.23	14.80	15.39	16.01	16.65	17.31	18.01	18.73	19.48
8	9.68	9.87	10.07	10.27	10.47	10.79	11.11	11.44	11.79	12.14	12.51	12.88	13.27	13.67	14.08	14.50	14.93	15.53	16.15	16.80	17.47	18.17	18.89	19.65	20.44
9	10.16	10.36	10.57	10.78	11.00	11.33	11.67	12.02	12.38	12.75	13.13	13.53	13.93	14.35	14.78	15.22	15.68	16.31	16.96	17.64	18.34	19.08	19.84	20.63	21.46
10	10.67	10.88	11.10	11.32	11.54	11.89	12.25	12.62	12.99	13.38	13.79	14.20	14.62	15.06	15.52	15.98	16.46	17.12	17.80	18.52	19.26	20.03	20.83	21.66	22.53
11	11.20	11.42	11.65	11.89	12.12	12.49	12.86	13.25	13.65	14.06	14.48	14.91	15.36	15.82	16.29	16.78	17.29	17.98	18.70	19.44	20.22	21.03	21.87	22.75	23.66
12	11.77	12.00	12.24	12.49	12.74	13.12	13.51	13.92	14.33	14.77	15.21	15.66	16.13	16.62	17.12	17.63	18.16	18.89	19.64	20.43	21.24	22.09	22.98	23.90	24.85
13	12.35	12.60	12.85	13.11	13.37	13.77	14.18	14.61	15.05	15.50	15.97	16.44	16.94	17.45	17.97	18.51	19.06	19.83	20.62	21.44	22.30	23.19	24.12	25.09	26.09
14	12.97	13.23	13.49	13.76	14.04	14.46	14.89	15.34	15.80	16.27	16.76	17.26	17.78	18.32	18.87	19.43	20.01	20.81	21.65	22.51	23.41	24.35	25.32	26.34	27.39
15	13.61	13.89	14.16	14.45	14.74	15.18	15.63	16.10	16.59	17.08	17.60	18.12	18.67	19.23	19.81	20.40	21.01	21.85	22.73	23.64	24.58	25.56	26.59	27.65	28.76
16	14.30	14.59	14.88	15.18	15.48	15.94	16.42	16.92	17.42	17.95	18.48	19.04	19.61	20.20	20.80	21.43	22.07	22.95	23.87	24.83	25.82	26.85	27.93	29.04	30.21
17	15.01	15.31	15.61	15.93	16.25	16.73	17.24	17.75	18.28	18.83	19.40	19.98	20.58	21.20	21.83	22.49	23.16	24.09	25.05	26.05	27.10	28.18	29.31	30.48	31.70
18	15.76	16.07	16.39	16.72	17.05	17.57	18.09	18.64	19.20	19.77	20.36	20.98	21.60	22.25	22.92	23.61	24.32	25.29	26.30	27.35	28.45	29.58	30.77	32.00	33.28
19	16.55	16.88	17.22	17.57	17.92	18.46	19.01	19.58	20.17	20.77	21.40	22.04	22.70	23.38	24.08	24.80	25.55	26.57	27.63	28.74	29.89	31.08	32.33	33.62	34.96
20	17.38	17.73	18.08	18.45	18.81	19.38	19.96	20.56	21.18	21.81	22.47	23.14	23.83	24.55	25.29	26.04	26.83	27.90	29.01	30.18	31.38	32.64	33.94	35.30	36.71
22	19.16	19.54	19.93	20.33	20.74	21.36	22.00	22.66	23.34	24.04	24.76	25.51	26.27	27.06	27.87	28.71	29.57	30.75	31.98	33.26	34.59	35.98	37.41	38.91	40.47
24	21.13	21.55	21.98	22.42	22.87	23.56	24.26	24.99	25.74	26.51	27.31	28.13	28.97	29.84	30.74	31.66	32.61	33.91	35.27	36.68	38.15	39.67	41.26	42.91	44.63
25	22.19	22.63	23.09	23.55	24.02	24.74	25.48	26.25	27.03	27.84	28.68	29.54	30.43	31.34	32.28	33.25	34.25	35.61	37.04	38.52	40.06	41.66	43.33	45.06	46.87

9. NDF Interlocal Agreement (For Possible Action):

- A) Review, discussion, and possible approval of the Interlocal Contract between the City of Carlin and the Nevada Division of Forestry. The Interlocal Contract is a 90-day term for the use of an NDF van for the purpose of transporting Community Trustee crews.

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its

DEPARTMENT OF CONSERVATION & NATURAL RESOURCES DIVISION OF FORESTRY

Nevada Division of Forestry
2478 Fairview Dr.
Carson City, NV 89701

and

CITY OF CARLIN

(NAME, ADDRESS, PHONE AND FACSIMILE NUMBER OF CONTRACTING AGENCY)

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, the State of Nevada, State Department of Conservation and Natural Resources, DIVISION OF FORESTRY, (hereinafter referred to as "FORESTRY") agrees to furnish, and the CITY OF CARLIN (hereinafter referred to as "CARLIN") agrees to accept, the equipment described in accordance with the following:

EQUIPMENT:

Make: Chevrolet
Model: Astro Van
Year: 1998
VIN: 1GNDM19W5WB168465

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** The Contract Term adopted herein is 90 days from the execution date of this document.
4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.

5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

6. SCOPE OF WORK. Forestry provides for use by Carlin, the equipment identified above for a 90-day period to transport Community Trustee workers for use identified in the Carlin/Nevada Division of Forestry/Nevada Department of Corrections lease (Attachment A). Forestry shall maintain insurance, maintenance, and provide fuel for the referenced piece of equipment for the duration of this agreement.

ATTACHMENT A: Lease Agreement

7. CONSIDERATION. Consideration is addressed in Attachment "A", incorporated herein by this reference.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150 per hour.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts of public enemy, acts of terrorism, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

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

Public Agency #1

Public Agency #1 Signature

Date

Title

Public Agency #2

Public Agency #2 Signature

Date

Title

Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On _____
(Date)

Approved as to form and compliance with law by:

Deputy Attorney General for Attorney General, State of Nevada

On _____
(Date)

10. Evaluation of City Manager (For Possible Action):

- A) Discussion of an evaluation procedure for the 3-month, 6-month, and annual City Manager job performance evaluations, and all related matters.

11. APPROVAL of Expenditures (For Possible Action):

- A) Review, discussion, and possible approval of City expenditures for the period 09/07/2019 to 09/20/2019, and 09/21/2019-10/04/2019, and all other matters related thereto. The expenditure list is available for public inspection at the Carlin Administration Building, 151 S. 8th Street, Carlin, Nevada.

12. PUBLIC COMMENTS: (Non-Action Item)

- A) Pursuant to NRS 241.020(2)(D)(3)(I & II) this time is devoted to comments by the general public and possible discussion of those comments. No action may be taken upon a matter raised under this item until the matter has been included on a successive agenda pursuant to the required procedures at the discretion of the City in accordance with applicable law and identified as an action item.

13. Adjournment (For Possible Action):