

**Cheryl Couch representing the United States Department of
Agriculture- Rural Development Office regarding acceptance of
the USDA Rural Development Letter of Conditions to provide for
funding of the Virginia City Wastewater Treatment Plant**

Vanessa Dufresne

From: Cherie Nevin
Sent: Monday, March 11, 2013 10:23 AM
To: Vanessa Dufresne
Subject: March 19 Commission Agenda Request USDA
Attachments: 3.19.13 Commission Agenda Requests.doc

Hi Vanessa-

Please find attached an Agenda Item Request for the March 19, 2013 Commissioners Meeting. If you need to make any changes to the wording of this item, please feel free to do so. I may have some additional information for the commissioners packets later on today that I will forward to you.

Additionally, I will have another agenda item that I will be sending over shortly.

Wishing you the best,
Cherie M. Nevin

Grants & Emergency Management Coordinator
Storey County, Nevada

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March 19, 2013 Commission Meeting Agenda Item Request

- **DISCUSSION/POSSIBLE ACTION:** Cheryl Couch representing the United States Department of Agriculture- Rural Development Office regarding acceptance of the USDA Rural Development Letter of Conditions to provide for funding of the Virginia City Wastewater Treatment Plant in the amount of \$5.3 million dollars in construction loan and grant funds and authorizing the Chairman or designated official to sign all related obligating documents at the present time or no later than March 25, 2013 consisting of the "Letter of Intent to Meet Conditions" and Form RD 1940-1 "Request for Obligation of Funds".

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

LETTER OF INTENT TO MEET CONDITIONS

Date 03/19/2013

TO: Rural Development
United States Department of Agriculture
1390 S Curry St
Carson City NV 89703
(Office Address)

We have reviewed and understand the conditions set forth in your letter dated
March 19, 2013

It is our intent to meet all of them not later than March 31, 2014

Storey County

(Name of Association)

BY

William Sjovangen
Chairman

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a persons is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data. needed, and completing and reviewing the collection of information.



United States Department of Agriculture
Rural Development
Nevada State Office

March 19, 2013

Mr. William Sjovangen, Chairman
Storey County Board of Commissioners
PO Box 176
Virginia City, NV 89440

DRAFT

LETTER OF CONDITIONS – Financing for the Virginia Divide Sewer System – Construction of a new Wastewater Treatment Plant with a Loan of \$3,002,000 and a Grant of \$2,312,794

Dear Chairman Sjovangen:

This letter with Attachments 1 through 12 establishes conditions which you must understand and agree to before further consideration may be given to your application. The State staff of USDA Rural Development will administer the loan and grant on behalf of the USDA Rural Development utilities programs hereafter referred to as the Agency. Any changes in project cost, source of funds, scope of services, or any other significant changes in the project or the applicant, must be reported to and approved by USDA Rural Development. A written amendment to this letter will be prepared for any changes approved. If significant changes are made without obtaining approval, USDA Rural Development may discontinue processing the application.

Your documents concerning the creation and legal existence of your entity are administratively acceptable; however, the documents will be reviewed further by our Office of the General Counsel at the time your file is forwarded for closing instructions. Any changes required by our Office of General Counsel will be included in the closing instructions.

This letter does not constitute loan and/or grant approval, nor does it ensure that funds are or will be available for the project. The loan and/or grant will be considered approved on the date a signed copy of the Form RD 1940-1, "Request for Obligation of Funds", is mailed to you.

Please complete and return the following forms if you agree to meet these conditions and desire that further consideration be given to your application:

Form RD 1942-46, "Letter of Intent to Meet Conditions,"
Form RD 1940-1, "Request for Obligation of Funds"

1390 S. Curry Street • Carson City, Nevada 89703-5146
Phone: (775) 887-1222 • Fax: (775) 887-1287 • TTY/Voice 7-1-1 (800) 676-3777 • Web: <http://www.rurdev.usda.gov/nv>

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To file a complaint of discrimination, write to: USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410 Or call toll-free at
(866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay).

Extra copies of this letter and forms/documents are being provided for use by your engineer, attorney, bond counsel and accountant. All parties may access our web-site located at <http://www.rurdev.usda.gov/RegulationsAndGuidance.html> for the following:

- a. Title 7 Code of Federal Regulation, Part 1780, (7 CFR 1780) Sections A-D and RUS Bulletins are the Regulations for the program.
- b. RUS Bulletin 1780-26, "Guidance for the use of Engineers Joint Contract Documents Committee (EJCDC) Documents on Water and Waste Projects with RUS Financial Assistance".

The "Government Auditing Standards" (Revision 2011) may be obtained from the following website: <http://www.gao.gov/yellowbook>

The conditions referred to above are as follows:

1. **Project Budget** – Funding from all sources has been budgeted for the estimated expenditures as follows:

Project Costs	Total Budgeted
Construction	\$4,331,495
Construction Contingency	\$433,149
Engineering Fees	\$216,575
Inspection Services	\$216,575
Environmental (on site archaeologist for construction monitoring)	\$40,000
Land & Rights	
Bond Counsel Services	\$27,000
Interim Interest	\$50,000
TOTAL PROJECT COSTS	\$5,314,794

2. **Project Funds** - Project funding is planned from the following sources:

Project Funding Sources	Funding Amount
USDA Rural Development Loan	\$3,002,000
USDA Rural Development Grant	\$2,312,794
TOTAL PROJECT FUNDING (All Sources)	\$5,314,794

Your funding needs will be reassessed if there is a significant reduction in project costs after bids are received. Obligated loan or grant funds not needed to complete the proposed project will be de-obligated. Any reduction will be applied to grant funds first. An "Amended Letter of Conditions" will be issued for any revised project budget.

Any changes in funding sources following obligation of the Agency funds must be reported to the processing official. You must assure that all project funds are expended only for the eligible items included in the project budget of this letter of conditions or as amended by the Agency in writing at a later date.

Any applicant contribution shall be considered as the first funds expended. After providing for all authorized costs, any remaining Agency project funds will be considered to be Agency grant funds and refunded to the Agency. If the amount of unused Agency project funds exceeds the Agency grant, that part would be Agency loan funds and applied as an extra payment.

Rural Development loan funds (interim financing) are to be used prior to the use of Rural Development grant funds.

3. **Disbursement of Funds** – For all loans exceeding \$500,000, where loan funds can be borrowed at reasonable interest rates on an interim basis from commercial sources for the construction period, such interim financing will be used to preclude the necessity for multiple advances of Agency loan funds. **You must provide the Agency with a copy of the interim loan financing agreement for review prior to bid authorization.** The Agency approval official may make an exception when interim financing is cost prohibitive or unavailable. Grant funds from the Agency will be disbursed by multiple advances through electronic transfer of funds after loan funds or interim financing is expended.

You must establish a separate construction account, with an acceptable financial institution or depository that meets the requirements of 31 CFR Part 202. All project funds will be deposited into this account. Financial institutions or depositories accepting deposits of public funds and providing other financial agency services to the Federal Government are required to pledge adequate, acceptable securities as collateral. All funds in the account will be secured by a collateral pledge equaling at least 100% of the highest amount of funds expected to be deposited in the construction account at any one time. Additional guidance on collateral acceptability and valuation are available at Treasury's Bureau of the public debt website at <http://www.publicdebt.treas.gov/>.

Any Agency grant funds not disbursed immediately upon receipt must be deposited in an interest bearing account except as follows:

- a. Federal grant awards (includes all federal funding sources) are less than \$120,000 per year.
- b. The best available interest bearing account would not be expected to earn in excess of the following:

Public Bodies - Interest earned on grant funds in excess of \$100 per year will be submitted to the Agency at least quarterly as required in 7 CFR3016.

- c. The depository would require a minimum balance so high that it would not be feasible.

4. **Security** – The loan will be secured by a Revenue Bond in the amount of \$3,002,000, with first priority lien position or a parity lien position with GE Credit Corporation, a pledge of the system's revenues and other agreements between you and the Agency as set forth in the ordinance. Additional security requirements are contained in RUS Bulletin 1780-27 "Loan Resolution (Public Bodies)" and RUS Bulletin 1780-12 "Water or Waste System Grant Agreement". The bond will be fully registered as to both principal and interest in the name of the "United States of America Acting through the Department of Agriculture". You will be required to execute RUS Bulletin 1780-27

"Loan Resolution (Public Bodies) prior to the closing of the interim financing. Attached is a copy of RUS Bulletin 1780-12, "Water and Waste System Grant Agreement", for your review. You will be required to execute a completed form at the time of grant closing.

The bond and any ordinance or resolution relating thereto must not contain any provision in conflict with the RUS Loan Resolution, applicable regulations, and law. In particular, there must be no defeasance or refinancing clause in conflict with the graduation requirements of 7 USC 1983 (c).

The services of a recognized bond counsel are required. The bond counsel will prepare the form of ordinance to be used, in accordance 7CFR 1780. You should immediately provide your bond counsel with a copy of this letter of conditions and attachments.

5. **Loan Repayment** – The loan will be scheduled for repayment over a period of 40 years. Payments will be equal amortized monthly installments. For planning purposes use a 2.50% interest rate and a monthly amortization factor of 3.30, which provides for a monthly payment of \$9,906.60 (rounded up to \$9,907).

The interest rate will be the lower of the rate in effect at the time of loan approval or the time of loan closing, whichever is less, unless you choose otherwise. Should the interest rate be reduced, the payment will be recalculated to the lower amount. The payment due date will be established as the day that the loan closes (the 28th is the due date when loans are closed on the 29th, 30th or 31st).

You will be required to complete Form RD 3550-28, "Authorization Agreement for Preauthorized Payments", for all new and existing indebtedness to the Agency. This will allow for your payment to be electronically debited from your account on the day your payment is due.

6. **Reserves** – Reserves must be properly budgeted to maintain the financial viability and sustainability of any operation. Reserves are important to fund unanticipated emergency maintenance and repairs, and assist with debt service should the need arise. Reserves can also be established and maintained for the anticipated and expected expenses including but not limited to operation and maintenance, customer deposits, deferred interest during the construction period, and an asset management program.

As a part of the Agency loan proposal you must establish and fund a debt service reserve fund equal to 10% of the monthly payment each month over the life of the loan until you accumulate one annual installment. Ten percent of the proposed loan installment would equal \$991 per month.

In addition to the debt service reserve account, you must fund a short lived asset replacement reserve by depositing a sum \$18,250 annually or \$1,521 monthly.

The Debt Service Reserve Account must be individually tracked in the annual financial records/audits of your organization, and identified as the Debt Service Reserve Account for this specific RD funded project.

7. **Users** – This letter of conditions is based upon you providing evidence or a certification that there will be at least 386 residential users and 167 commercial users on the system when construction has been completed.

Before the Agency can agree to the project being advertised for construction bids, you must provide evidence or a certification that the total required number of users are currently using the system or signed up to use the system and that the monthly usage projected for each by the engineer is reasonable. In the event any of large volume users discontinue the offered service, you must obtain enough additional revenue (i.e., increase in user rates, sign up of an adequate number of other users, reduction in project scope to reduce debt service and O&M, etc.) to make up the projected income that would be lost by not having those users on the system.

8. **Effective Collection Policy** - The facility needs to be operated on a sound business plan. You will be required to develop an "Effective Collection Policy" or "Ordinance" for accounts not paid in full within a specified number of days after the date of billing. The plan should include appropriate late fees, specified timeframes for disconnection of service, and reconnection fees.
9. **Income Available** – You must maintain a rate schedule that provides adequate income to meet the minimum requirements for operation and maintenance, debt service, and reserves.
10. **Operation and Maintenance Expenses** – O&M expenses must be properly budgeted to ensure the financial viability of any operation. For planning purposes, we have projected O&M expenses based on the information provided in the preliminary engineering report and the 2012 audited financial statements which should be representative of a typical year. This information is utilized to determine loan repayment and should be reflected in your proposed operating budget. It is expected that O&M will change over each successive year and user rates will need to be adjusted on a regular basis.

Assistance is available from technical assistance resources to help you evaluate and complete a rate analysis on your system. This assistance is available free to your organization. If you are interested please contact our office for phone numbers and contacts of these organizations.

11. **Proposed Operating Budget and User Rate Analysis** – You will be required to submit a copy of your proposed annual operating budget and rate analysis to the Agency which supports the proposed loan repayment prior to the Agency giving you written authorization to proceed with the bidding phase. The operating budget should be based on a typical year cash flow after the completion of the construction phase. The rate analysis will be required to show the number of users, their average consumption based on a twelve month consecutive average, and rate structure to support the necessary revenue to make the operating budget cash flow. Form RD 442-7, "Operating Budget" (copy attached) or similar form may be utilized for this purpose.
12. **Insurance and Bonding Requirements** – Prior to loan closing or start of construction, whichever occurs first, you must acquire the types of insurance and bond coverage shown below. The use of deductibles may be allowed providing you have the financial resources to cover potential claims requiring payment of the deductible. The Agency strongly recommends that you have your engineer, attorney, and insurance provider(s) review proposed types and amounts of coverage,

including any exclusions and deductible provisions. It is your responsibility and not that of the Agency to assure that adequate insurance and fidelity or employee dishonesty bond coverage is maintained.

- a. General Liability Insurance – Include vehicular coverage.
- b. Worker's compensation – In accordance with appropriate State laws.
- c. Position Fidelity Bond(s) – All positions occupied by persons entrusted with the receipt and/or disbursement of funds must be bonded. You should have each position bonded in an amount equal to the maximum amount of funds to be under the control of that position at any one time. The coverage may be increased during construction of this project based on the anticipated monthly advances. The minimum coverage acceptable to the Agency will be for each position to be bonded for an amount at least equal to one annual installment on your Agency loan(s). The amount of coverage should be discussed and approved by the Agency. Form RD 440-24, "Position Fidelity Bond" may be used for this purpose.
- d. National Flood Insurance – If the project involves acquisition or construction in designated special flood or mudslide prone areas, you must purchase a flood insurance policy at the time of loan closing.
- e. Real Property Insurance – Fire and extended coverage will normally be maintained on all structures except reservoirs, pipelines and other structures if such structures are not normally insured, and subsurface lift stations except for the value of electrical and pumping equipment. Prior to the acceptance of the facility from the contractor(s), you must obtain real property insurance (fire and extended coverage) on all facilities identified above.

13. Accounting Services – You may be required to obtain the services of an independent licensed Certified Public Accountant (CPA). When permitted by state statutes or with the approval of the Agency, a state or Federal auditor may perform the audit in lieu of a CPA. A CPA will be considered independent if the CPA:

- a. Meets the standards for independence contained in the American Institute of Certified Public Accountants (AICPA) Code of Professional Conduct in effect at the time the CPA's independence is under review;
- b. Does not have any direct financial interest or any material indirect financial interest in the borrower during the period covered by the audit; and
- c. Is not, during the period of the audit, connected with the borrower as a promoter, underwriter, trustee, director, officer or employee.

Audit Agreement: You must enter into a written audit agreement with the auditor and submit a copy to RD prior to advertisement of bids. The audit agreement may include terms and conditions that the borrower and auditor deem appropriate; however, the agreement should include the following:

- a. A statement that the auditor will perform and document the audit work in accordance with Generally Accepted Government Auditing Standards, (GAGAS), as outlined in the attached

booklet, "Government Auditing Standards (Revised 2011) available at <http://www.gao.gov/yellowbook> and the professional standards of the AICPA;

- b. A statement that the auditor will submit the completed audit and accompanying letters to your governing body 30 days prior to the date the audit is due to the Agency;
- c. A statement that the auditor will make all audit-related documents, including work papers, available to the Agency or its representatives, upon request; and
- d. A statement that the auditor will immediately report, in writing, all irregularities and illegal acts to your governing body and the Agency.

The Agency will require your auditing firm to complete NV 1780 Guide 6 (copy attached) regarding preparation of the County's financial statements.

Prior to permanent loan closing, your accountant must certify to you and the Agency that the accounts and records as required by your bond ordinance have been established and are operational.

Quality Review Requirement: As required by GAGAS, the auditor must belong to and participate in an external quality review program and provide you with a copy of the most recent quality review report. These reviews are performed every three (3) years by an independent organization to determine if the auditor is following established audit procedures and applicable auditing standards.

Audit Requirements: The following management data will be required from you on an annual basis and be submitted to the Agency as specified below:

- a. A borrower that expends \$500,000 or more in federal financial assistance per fiscal year shall submit an audit performed in accordance with the requirements of OMB Circular A-133. As described above, the total federal funds expended from all sources shall be used to determine federal financial assistance expended. Projects financed with interim financing are considered federal expenditures. OMB Circular A-133 audits shall be submitted no later than nine (9) months after the end of the fiscal year. In addition to submitting one (1) copy of the audit report to the Agency, the borrower is also required to submit copies of OMB Circular A-133 audits, accompanying audit letters (the "reporting package"), and the Data Collection Form to the Federal clearinghouse designated by OMB to retain as an archival copy. The Federal clearinghouse address is: Federal Audit Clearinghouse, Bureau of the Census, 1201 E. 10th Street, Jeffersonville, IN 47132. RUS Bulletin 1780-31, "Water Programs Compliance Supplement for OMB Circular A-133 Audits" available from our website located at http://www.rurdev.usda.gov/RDU_Bulletins_Water_and_Environmental.html, outlines the requirements of OMB Circular A-133 audits.
- b. A borrower that expends less than \$500,000 in Federal financial assistance per fiscal year and has an outstanding Agency loan balance of \$1,000,000 or more shall submit an audit performed in accordance with Water and Waste audit requirements (i.e., a GAGAS audit). These audits shall be submitted to the Agency no later than 150 days after the end of the fiscal year. One (1) copy of the audit report is required by the Agency. An audit performed in accordance with Water and Waste audit requirements should not be submitted to the Federal clearinghouse. RUS Bulletin 1780-30, "Water Programs Audit Guide and Compliance Supplement" outlines the requirements for Water Programs Audits.

- c. A borrower that expends less than \$500,000 in Federal financial assistance per fiscal year and has an outstanding Agency loan balance of less than \$1,000,000 may submit a management report in lieu of an audit report unless notified by the Agency otherwise. Management reports shall be submitted to RD no later than 60 days after the end of the fiscal year. A year-end management report shall consist of Form RD 442-3, "Balance Sheet", and Form RD 442-2, "Statement of Budget, Income and Equity", or forms that provide the information in a similar format. Form RD 442-2 should have Schedule 1, all columns completed on page 1 and page 2. Schedule 2 is not required for year-end reports. An annual audit report or similar financial statement may be submitted in lieu of Forms RD 442-2 and 442-3. The financial report must be submitted no later than 150 days after the end of the borrower's fiscal year.

Compensation for preparation of the A-133 audit or your annual audit is not included in project funds and should be paid from the operational revenues generated from your system operation.

Annual Budget and Projected Cash Flow: Thirty (30) days prior to the beginning of each fiscal year, you will be required to submit an annual budget and project cash flow to the Agency. You should submit a copy of Form RD 442-2, "Statement of Budget, Income and Equity", Schedule 1, page 1; and Schedule 2, Projected Cash Flow. The only data required at this time on Schedule 1, page 1, is columns 2 and 3. All of Schedule 1, page 2 and Schedule 2, Projected Cash Flow will be required. You may submit the annual budget prepared as required by the Nevada Department of Taxation or other financial statements for cash flow projections rather than Form RD 442-2. With the submission of the annual budget, you will be required to provide a current rate schedule, a current listing of the Board or Council members and terms.

Quarterly Reports: Borrowers receiving their first loan from the Agency will be required to submit a copy of Form RD 442-2, Schedule 1, page 1, columns 2-6 as appropriate, and page 2. You may submit historical quarterly financial statements on a format other than Form RD 442-2. This information should be received in the servicing office thirty days after the end of each of the first three quarter of the fiscal year.

- 14. Legal Services** – The Agency will need to review the "Legal Services Agreement" if you are not utilizing the services of the district attorney. This agreement will address the fees necessary for the services outlined in this agreement. The Owner's attorney will certify that the executed contract documents, including performance and payment bonds on contracts over \$100,000 are adequate and that the persons executing these documents have been properly authorized to do so in accordance with RUS Instruction 1780.61 (b).
- 15. Property Rights** – Acquisitions of necessary land and rights must be accomplished in accordance with the Uniform Relocation and Real Property Acquisition Act.

Prior to advertisement for construction bids, you must furnish satisfactory evidence that you have or can obtain adequate continuous and valid control over the lands and rights needed for the project. Acquisitions of necessary land and rights must be accomplished in accordance with the Uniform Relocation and Real Property Acquisition Act. Such evidence of control over the lands and rights must be in the following form:

- a. **Right-of-Ways** – A right-of-way map will be required clearly showing the location of all lands and right-of-ways needed for the project. The map must designate public and private lands and rights and the appropriate legal ownership thereof. A certification and legal opinion relative to title to rights-of-way and easements is required. Form RD 442-22, "Opinion of Counsel Relative to Rights-of-Way", and Form RD 442-21, "Right-of-Way Certificate" may be used. These forms may contain a few exceptions such as properties that must be condemned; however, prior to the start of construction or loan closing, whichever occurs first, new forms must be provided which do not provide for any exceptions.
- b. **Preliminary Title Work** – A separate Form RD 1927-9, "Preliminary Title Opinion" along with copies of deeds, contracts or options for any lands needed other than rights-of-way, may be used for each property currently owned or to be acquired.
- c. **Final Title Work** – At loan closing, your attorney must furnish a separate final title opinion on all existing land(s) and those to be acquired. Form RD 1927-10, "Final Title Opinion" may be used.

16. Engineering Services – the Agency must approve any agreements or modifications to agreements for professional design services. The agreement for engineering services should consist of the EJCDC documents as indicated in RUS Bulletin 1780-26, "Guidance for the Use of Engineers Joint Contract Documents Committee (EJCDC) Standard Documents on Water and Waste Disposal Projects with RUS Financial Assistance" or other approved form of agreement.

In accordance with the EJCDC Engineering Agreement Exhibit A, Sections A1.02A, A1.03A, A1.04A and A1.05A the Owner will provide written authorization to the Consulting Engineer to proceed with:

- Preparation of final design phase documents for the project.
- Preparation of final documents for bidding.
- Proceed to construction phase.

The Owner will provide to USDA Rural Development copies of the written authorizations to the Consulting Engineer to proceed with work under the terms of the approved EJCDC Engineering Agreement.

- 17. Resident Project Representative** – Full-time observation is required unless waived or modified by the Agency in writing prior to advertisement for bids. This service is to be provided by the consulting engineer or other arrangements as approved by the Agency. Prior to the pre-construction conference, a resume of qualifications of the resident inspector(s) will be submitted to the owner and the Agency for review and approval. The owner will provide a letter of acceptance for all proposed observers to the engineer and the Agency. The resident observer(s) must attend the pre-construction conference.
- 18. Restrictions on Lobbying** – In order to comply with Section 319 of Public Law 101-121 which prohibits applicants and recipients of Federal contracts, grants and loans from using Federal

appropriated funds for lobbying, the Federal Government in connection with the award of a specific contract, grant or loan, the **Applicant**, and all contractors and subcontractors must:

- a. Execute RD Instruction 1940-Q, Exhibit A-1 Certification for Contracts, Grants, and Loans.
- b. Complete Standard Form LLL, "Disclosure of Lobbying Activities", if they have made, or agreed to make payment, using funds other than Federal appropriated funds, to influence or attempt to influence a decision in connection with the contract.

The Certification (and, if appropriate, the Disclosure) must be provided to USDA, Rural Development.

19. System for Award Management and Universal Identifier Requirements – Requirement for System for Award Management (SAM)

- a) You as the recipient must maintain the currency of your information in the SAM system and until all funds under this award have been disbursed or de-obligated, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Recipients can register on-line at (www.sam.gov).
- b) You as the recipient may not make a sub-award to an entity unless the entity has provided its Data Universal Numbering System (DUNS) number to you. Sub-recipients with sub-awards of \$25,000 or more must also have and maintain a current SAM registration.

20. Environmental Requirements

- a. Mitigation – At the conclusion of the proposal's environmental review process, specific actions were negotiated with environmental regulatory officials to avoid or minimize adverse environmental impacts. The following list of action(s) is required for successful completion of the project and must be adhered to during project design and construction: Compliance with the Programmatic Agreement between Storey County, the Bureau of Land Management, the US Army Corp of Engineers and the Nevada State Historic Preservation Office.
- b. Project Modifications – The project as proposed has been evaluated to be consistent with all applicable environmental requirements. If the project or any project element deviates from or is modified from the original approved project, additional environmental review may be required.

When constructing a project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental constraints:

I. Wetlands – When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.

II. Floodplains – When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert 100 year floodplain areas delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, i.e., alluvial soils on NRCS Soil Survey Maps.

III. Historic Preservation – Any excavation by Contractor that uncovers an historical or archaeological artifact shall be immediately reported to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the State Historic Preservation Officer (SHPO).

IV. Endangered Species – Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service.

- 21. Vulnerability Assessments (VA) and Emergency Response Plans (ERP)** – Congress enacted the Public Health Security and Bioterrorism Preparedness Response Act of 2002, Public Law 107-188 (Bioterrorism Act). The Bioterrorism Act amended the Safe Drinking Water Act (SDWA) to require all medium and large sized community water system (serving populations greater than 3,300) to assess vulnerability to terrorist attack and develop emergency plans for response to such an attack. Medium and large community water systems are being monitored by the U.S. EPA for completion of VA's and ERP's.

The Agency requires all financed water and wastewater systems to have a vulnerability assessment (VA) and emergency response plan (ERP) in place. New water or wastewater systems must provide a certification that an ERP is complete prior to the start of operations. A certification that a VA is complete must be submitted within one year of the start of operations. All other borrowers must provide a certification that a VA and ERP are complete, prior to bid authorization.

The Agency does not need or want a copy of the VA or ERP. The requested certification will be sufficient to meet our needs. Technical assistance providers are available to provide on-site assistance if desired.

- 22. Board Training and System Operators Certification** – Governing boards should ensure that board members have on-going training concerning the duties and responsibilities of a governing board as those responsibilities relate to the technical, managerial, and financial management of the utility. New board members should have training within 1 (one) year of being elected/appointed to the board, and all other board members should have training at least every five years thereafter. Board training is available from the Nevada Rural Water Association or Rural Community Assistance Corporation (RCAC). Training is available in class room settings, at your utility office/prior to board meetings, or on-line. Provide written certification on all applicable training which the governing board members have received within the last five years.

Nevada Administrative Code (NAC 445A) requires a utility to have a properly licensed/certified operator. The governing board will be required to provide written certification to the Agency that the system has a fully licensed/certified operator with the correct level of certification based on the requirements of Nevada Administrative Code (NAC) 445A for treatment, distribution and/or

collection prior to the start of operations for newly installed treatment facilities or new systems, or prior to going out to bid for all replacement/renovation or extension projects.

- 23. Permits** – The owner, contractor or responsible party will be required to obtain all required permits for the project prior to construction beginning. A narrative opinion from your attorney concerning all permits, certificates, licenses and other items necessary to show that all legal requirements can be met and stating how they will be met is required.

24. Contract Documents, Final Plans and Specifications

- a. The contract documents should consist of the EJCDC Construction Contract Documents as indicated in RUS Bulletin 1780-26 or other approved form of agreement.
- b. The contract documents, final plans, and specifications must comply with RUS Instruction 1780, Subpart C – Planning, Designing, Bidding, Contracting, Construction and Inspections and be submitted to the Agency for approval prior to advertisement for bids.
- c. The use of any procurement method other than competitive bidding must be requested in writing and approved by the Agency.
- d. The Agency requires a pre-construction conference – after bid award and prior to issuing a Notice to Proceed, a pre-construction conference must held to discuss the owner's, engineer's, contractor's and funding agency responsibilities. At the pre-construction conference, a date will be set to hold mandatory monthly construction progress meetings to discuss progress or lack thereof, potential change orders, safety concerns, submittals, pay request, etc. A pre-final, final, and warranty inspection are also required.
- e. The Agency requires prior Agency concurrence of all Change Orders, Invoices, and Payment Estimates.
- f. The Agency will monitor construction through routine inspections, review of monthly payment estimates, changes orders and the inspector's daily record to protect the interest of the Agency.

- 25. Applicable State Statutes and Requirements** – All applicable State statutes and requirements must be met.

- 26. Civil Rights & Equal Opportunity** – you should be aware of and will be required to comply with other federal statute requirements including but not limited to:

- A. Section 504 of the Rehabilitation Act of 1973 – Under section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving RD financial assistance.
- B. Civil Rights Act of 1964 – All borrowers are subject to and facilities must be operated in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and 7 CFR

1901 subpart E, particularly as it relates to conducting and reporting of compliance reviews. Instruments of conveyance for loans and/or grants subject to the Act must contain the covenant required in 7 CFR 1901 Subpart E paragraph 202(e).

The nondiscrimination statement set out below shall be posted in all borrowers' offices and included, in full, and on all materials that are produced by the borrower for public information, public education, or public distribution.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)"

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material will at minimum include the statement, in print size no smaller than the text that

"This institution is an equal opportunity provider."

- C. Civil Rights Compliance Reviews** – RD financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap. The Applicant is required to gather racial identity and national origin information on the people in the community and the service area being served by the "Federally assisted program". This information must be provided to RD periodically for required Compliance Reviews during the application process and during the term of the loan.
- D. The Americans with Disabilities Act (ADA) of 1990** – This Act (42 U.S.C. 12101 et seq.) prohibits discrimination on the basis of disability in employments, State and local government services, public transportation, public accommodations, facilities, and telecommunications. Title II of the Act applies to facilities operated by State and local public entities which provides services, programs and activities. Title III of the Act applies to facilities owned, leased, or operated by private entities which accommodate the public.
- E. Age Discrimination Act of 1975** – This Act (42 U.S.C. 6101 et seq.) provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Agency financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap.

- 27. Bid Authorization** – Once all the conditions outlined in this letter have been met, the Agency may authorize you to advertise the project for construction bids. Such advertisement must be in

accordance with appropriate State statutes. No Notice of Award will be issued until the Agency concurs with the engineer's recommendations. Immediately after bid opening you must provide RD with

- a. bid tabulation, and;
- b. the engineer's evaluation of bids and recommendations for contract awards;
- c. copy of apparent low bidders bid package.

If the Agency agrees that the construction bids received are acceptable, adequate funds are available to cover the total project costs, and all the administrative conditions of loan approval have been satisfied, loan closing instructions will be issued to you setting forth any further requirements that must be met before the loan can be closed, then a Notice of Award may be issued. Obligated loan and grant funds not needed to complete the proposed project will be de-obligated prior to construction. Any reductions will be applied to grant funds first.

When all parties agree that the closing requirements can be met, a mutually acceptable date for the loan closing will be scheduled.

28. **Cost Overruns** – Cost overruns must be due to high bids or unexpected construction problems that cannot be reduced by negotiations, redesign, use of bid alternatives, rebidding, or other means prior to consideration by the Agency for subsequent funding. Such requests will be contingent on the availability of funds. Cost overruns exceeding 20% of the development cost at time of loan or grant approval or where the scope of the original purpose has changed will compete for funds with all other applications on hand as of that date.
29. **Use of Remaining Funds** – Applicant contributions and connection or tap fees will be the first funds expended in the project. Remaining funds may be considered in direct proportion to the amounts obtained from each source and handled as follows:
 - Remaining funds may be used for eligible loan and grant purposes, provided the use will not result in major changes to the original scope of work and the purpose of the loan and grant remains the same.
 - Agency loan funds that are not needed will be applied as an extra payment on the Agency indebtedness unless other disposition is required by the bond ordinance, resolution, or State statute.
 - Grant funds not expended for authorized purposes will be cancelled within 20 (twenty) days of project completion. Prior to actual cancellation, you and your attorney and engineer will be notified of the Agency's intent to cancel the remaining funds and given appropriate appeal rights.
30. **Graduation** - By accepting this loan, you are also agreeing to refinance (graduate) the unpaid loan balance in whole, or in part, upon request of the Government. If at any time the Agency determines your entity is able to obtain a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms, you will be requested to refinance.

If the conditions set forth in this letter are not met within 12 months from the date of this letter, the Agency reserves the right to discontinue processing of the application. The applicant must meet all the conditions of the Letter of Conditions which can be met prior to going out for construction or procurement bid. In the event the project has not advanced to the point of loan closing within 18 months and it is determined the applicant still wishes to proceed, it may be necessary to review the conditions outlined in this letter. If during that review, it is determined the conditions outlined are no longer adequate, the Agency reserves the right to require that the letter of conditions be revised or replaced.

The forms and/or documents listed below are attached to your copy of this letter as noted:

- a. RUS Bulletin 1780-12, "Water or Waste System Grant Agreement"
- b. RUS Bulletin 1780-27, "Loan Resolution (Public Bodies)"
- c. Form RD 3550-28 "Authorization Agreement for Preauthorized Payments"
- d. Form RD 442-7, "Operating Budget"
- e. Form RD 442-3, "Balance Sheet"
- f. Form 442-2, "Statement of Budget, Income and Equity"
- g. NV 1780 Guide 6 "Accounting, Reporting System and Audit Agreement Approval"
- h. Form RD 1927-9, "Preliminary Title Opinion"
- i. Form RD 442-22, "Opinion of Counsel Relative to Rights-of-Way"
- j. Form RD 1927-10, "Final Title Opinion"
- k. "Consent for Parity for Applicants Whose Loans Were Sold in the Community Programs Loan Trust 1987-A"
- l. RUS Bulletin 1780-31, "Water Programs Compliance Supplement for OMB Circular A-133 Audits"

We believe the information in this letter clearly sets for the conditions which must be complied with; however, this letter does not relieve you from meeting the requirements of RUS Instruction 1780. We look forward to continue working with you to complete this project and if you have any questions please contact Cheryl Couch, Community Programs Specialist at 775-887-1222 ext, 113 or by e-mail at cheryl.couch@nv.usda.gov.

Sincerely,

SHANE S. HASTINGS
Community Programs Director
USDA Rural Development

Attachments

cc: Sarah Adler, State Director Nevada
USDA Rural Development

Jeff Moulton, Attorney
Office of General Counsel
33 New Montgomery St. 17th Floor
San Francisco, CA 94105-4511

Swendseid & Stern
50 West Liberty, Suite 1000
Reno, NV 89501

David A. Pringle, CPA Ltd. – via email dapcpaltd@gmail.com
646 Humboldt Ct.
Reno, NV 89509

Lucas Tipton, P.E. – via email lucas@farrwestengineering.com
Farr West Engineering
5442 Longley Lane, Suite A
Reno, NV 89511

William Maddox – via email scda@storeycounty.org
Storey County District Attorney
PO Box 496
Virginia City, NV 89440

Cherie Nevin – cnevin@storeycounty.org
Grants & Emergency Management Coordinator
PO Box 7
Virginia City, NV 89440

Hugh Gallagher – hgallagher@storeycounty.org
Storey County Comptroller
PO Box 432
Virginia City, NV 89440

REQUEST FOR OBLIGATION OF FUNDS

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED () Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.			
1. CASE NUMBER ST CO BORROWER ID 33-015-*****0134		LOAN NUMBER	FISCAL YEAR 2013
2. BORROWER NAME Storey County		3. NUMBER NAME FIELDS (1, 2, or 3 from Item 2)	
		4. STATE NAME Nevada	
		5. COUNTY NAME Storey	
GENERAL BORROWER/LOAN INFORMATION			
6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - AIAN 4 - HISPANIC 5 - A/P 6 - PUBLIC BODY	7. TYPE OF APPLICANT 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10 - PUBLIC COLLEGE/UNIVERSITY 11 - OTHER	8. COLLATERAL CODE 1 - REAL ESTATE SECURED 2 - REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - R/LF ACCT	9. EMPLOYEE RELATIONSHIP CODE 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC.
10. SEX CODE 1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGAN. MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY	11. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)	12. VETERAN CODE 1 - YES 2 - NO	13. CREDIT REPORT 1 - YES 2 - NO
14. DIRECT PAYMENT 2 (See FMI)	15. TYPE OF PAYMENT 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY	16. FEE INSPECTION 1 - YES 2 - NO	
17. COMMUNITY SIZE 1 - 10 000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000		18. USE OF FUNDS CODE (See FMI)	
COMPLETE FOR OBLIGATION OF FUNDS			
19. TYPE OF ASSISTANCE 068 (See FMI)	20. PURPOSE CODE 4	21. SOURCE OF FUNDS	22. TYPE OF ACTION 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION
23. TYPE OF SUBMISSION 1 - INITIAL 2 - SUBSEQUENT	24. AMOUNT OF LOAN \$3,002,000.00		25. AMOUNT OF GRANT \$2,312,794.00
26. AMOUNT OF IMMEDIATE ADVANCE	27. DATE OF APPROVAL MO DAY YR	28. INTEREST RATE 2.5000 %	29. REPAYMENT TERMS 40
COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS			
30. PROFIT TYPE 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT			
COMPLETE FOR EM LOANS ONLY		COMPLETE FOR CREDIT SALE-ASSUMPTION	
31. DISASTER DESIGNATION NUMBER (See FMI)		32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN	
FINANCE OFFICE USE ONLY		COMPLETE FOR FP LOANS ONLY	
33. OBLIGATION DATE MO DA YR		34. BEGINNING FARMER/RANCHER (See FMI)	

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder

COPY 1 - Finance Office

COPY 2 - Applicant/Lender

COPY 3 - State Office

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0062. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

Subject to meeting the conditions of the Letter of Conditions dated 03-19-2013. Funds will be used for eligible purposes.

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. _____ YES _____ NO

WARNING: Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

Date _____, 20 _____

William Sjovangen, Chairman

(Signature of Applicant)

Date _____, 20 _____

(Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: Shane S. Hastings

Date Approved: _____

Title: Community Programs Director

38. TO THE APPLICANT: As of this date _____, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

Resolution 13-370

Vanessa Dufresne

13 - 370

From: Bill Maddox
Sent: Monday, March 11, 2013 9:27 AM
To: Vanessa Dufresne; Patty Blakely
Subject: FW: Proclamation
Attachments: Storey County Proclamation.doc; Staff Recommendation - 2013 -Consent Agenda.doc

Vanessa

Attached is an item for the March 19, 2013 Commission Agenda. Patty Blakely at the Fire Department asked if the Proclamation can be put issued with a Storey County Letterhead instead of the Fire Department.

Bill Maddox

From: Patty Blakely
Sent: Monday, March 11, 2013 9:01 AM
To: Bill Maddox
Cc: Gary Hames
Subject: RE: Proclamation

Mr. Maddox -

I have made a little change, added Vanessa's signature block. Also, do you think I could have this document placed on County Commissioner's letterhead.

Mr. Maddox -

I have attached an updated proclamation, as well as a consent agenda. Thank you very much for your assistance. Could this document be printed on County Commissioner letterhead? Please let me know if you have any other questions.

Respectfully,
Patty

Patty Blakely
Fire Prevention
Storey County Fire Department
145 North C Street
Virginia City, NV 89440
(775)847-0954

(775)847-0987

From: Bill Maddox
Sent: Friday, March 08, 2013 4:47 PM
To: Patty Blakely
Subject: RE: Proclamation

Patty

Proclamation looks fine. If that is the way you want to present it, let me know Monday and I will have it put on the Agenda for March 19, 2013.

From: Patty Blakely
Sent: Thursday, March 07, 2013 4:37 PM
To: Bill Maddox
Subject: Proclamation

Hello Bill –

Could you please review this document for the Cooperative Extension – Living with Fire Program? Please give your thoughts/feedback.

Thank you for your help.
Patty

Patty Blakely
Fire Prevention
Storey County Fire Department
145 North C Street
Virginia City, NV 89440
(775)847-0954
(775)847-0987

STOREY COUNTY FIRE DEPARTMENT

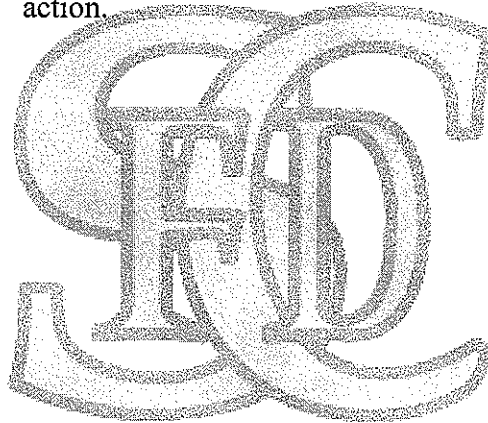
Post Office Box 603
Virginia City, NV 89440
(775) 847-0954 Phone • (775) 847-0987 Fax
www.storeycounty.org

Meeting Date: March 11, 2013

Agenda Item: Discussion/Action: Approval of Resolution in support of wildland fire preparedness.

Summary Notes: This is the fourth year in which the Cooperative Extension – Living With Fire program has prepared and distributed a state-wide resolution for support of wildland fire prevention. You have approved the past three years as part of the consent agenda. This provides for a common state-wide message that we have had direct input into formulating.

Recommendation: Motion to approve as part of the Consent Agenda, unless there is a specific request to pull this item for further discussion or action.



FIRE DEPARTMENT

Station 1
145 North C Street
Virginia City, NV 89440
(775) 847-0954

Station 2
2610 Cartwright Road
Reno, NV 89521
(775) 847-0971

Station 3
500 Sam Clemens
Dayton, NV 89403
(775) 246-7979

Station 4
431 Canyon Way
Sparks, NV 89434
(775) 342-0220

Storey County Commissioners' Office

Drawer 176
Virginia City, NV 89440
(775) 847-0968

Storey County Courthouse
26 South B Street, Virginia City

Commissioners@StoreyCounty.org
www.StoreyCounty.org
Fax: (775) 847-0949

STOREY COUNTY RESOLUTION 13-370 IN SUPPORT OF NEVADA WILDFIRE AWARENESS WEEK MAY 4 – MAY 11, 2013

Whereas, wildfire significantly impacts Nevada's environmental, economic, and social well-being; and

Whereas, residents of Nevada's fire-prone communities need to accept responsibility that comes with living in high fire-hazard areas; and

Whereas, proactive communities that have prepared in advance can survive wildfire with less damage;

Whereas, reducing the amount of fuels from around a home or community can reduce the threat of wildfire;

Therefore be it resolved, that the Storey County Board of County Commissioners supports the week of May 4-May 11, 2013 as Nevada Wildfire Awareness Week. This year's theme "Reduce the Fuels – Reduce the Risk" is dedicated for education, and a call for residents of Storey County to take action to reduce the wildfire threat to their homes and communities.

Passed, Approved and Adopted this _____ day of March, 2013, by Storey County Board of County Commissioners.

Attest:

Vanessa DuFresne
Storey County Clerk-Treasurer

Bill Sjovangen
Storey County Commissioner Chairman

**Approval of updated Storey County Fire Department and Central Lyon
County Fire Protection District Interlocal Agreement for
merger/automatic aid**

Vanessa Dufresne

From: Renee Hemmasi
Sent: Thursday, March 07, 2013 2:27 PM
To: Vanessa Dufresne
Cc: Gary Hames; Bill Maddox
Subject: Commission Agenda Item
Attachments: CLCFPD and SCFPD 2013 Interlocal Agreement 3-1-13.pdf

Hello Vanessa,

The attached interlocal agreement between the Storey County Fire Protection District and the Central Lyon Fire Protection District (Mark Twain District Merger/Automatic and Mutual Aid) was set for approval at the last commission meeting. It was reset for this upcoming commission meeting on March 19th. Please include it on the agenda.

Thanks,
Renee

INTERLOCAL AGREEMENT BETWEEN PUBLIC AGENCIES

An Agreement Between

CENTRAL LYON COUNTY FIRE PROTECTION DISTRICT

231 Corral Drive, Dayton, NV 89403
Phone: 775-246-6209 - Fax: 775-246-6204

And

STOREY COUNTY FIRE PROTECTION DISTRICT

P.O. Box 603, Virginia City, NV 89440
Phone: 775-847-0954 - Fax: 775-847-0987

WHEREAS, NRS 277.180 authorizes any one or more public agencies to mutually enter agreements 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 Agreement are authorized by law to perform; and

WHEREAS, it is deemed that the services of the Storey County Fire Protection District are necessary to the Central Lyon County Fire Protection District; and

WHEREAS, it is deemed that the services of the Central Lyon County Fire Protection District are necessary to the Storey County Fire Protection District;

NOW, THEREFORE, in consideration of the mutual promises herein, the parties agree as follows:

1. PARTIES. This Interlocal Agreement ("Agreement") is made by and between the Storey County Fire Protection District ("SCFPD") and the Central Lyon County Fire Protection District ("CLCFPD"), for the mutual benefit and safety of the residents of Lyon County and Storey County. SCFPD and CLCFPD are hereinafter referred together as "the parties."

2. DEFINITIONS.

a. "SCFPD" is defined as the Storey County Fire Protection District, a NRS 474 Fire Protection District, which includes its officers, employees, and immune contractors as defined by NRS 41.0307.

b. "CLCFPD" is defined as the Central Lyon County Fire Protection District, a NRS 474 Fire Protection District, which includes its officers, employees and immune contractors as defined in NRS 41.0307.

3. PURPOSE. The parties agree and understand that the mission and intent of each party is to quickly and safely respond to all risk incidents, regardless of jurisdiction and/or ownership.

4. AGREEMENT TERM. This Agreement becomes effective upon approval of each party's governing body. This Agreement remains in existence perpetually, and remains in full force and effect unless sooner terminated by either party as set forth in paragraph 7 ("TERMINATION") of this Agreement.

5. DUTIES AND OBLIGATIONS. Each party to this Agreement shall provide reciprocal all risk response to one another pursuant to the duties and obligations set forth in the following documents: (1) Mark Twain District Merger (Appendix A); (2) Automatic and Mutual Aid (Appendix B); and (3) Radio Communications (Appendix C); all of which are attached and incorporated herein, and collectively referred to as the "Annual Operating Plan."

6. INCORPORATED DOCUMENTS. The parties agree that all services to be performed are specifically described in this Agreement and its incorporated documents. The parties further agree that this Agreement incorporates the following documents:

APPENDIX A: Mark Twain District Merger

APPENDIX B: Automatic and Mutual Aid

APPENDIX C: Radio Communications

7. TERMINATION.

a. The parties may terminate this Agreement by mutual consent of both parties, or unilaterally by either party, with or without cause.

b. To effectuate termination unilaterally, the terminating party shall give notice 30 calendar days prior to the date of desired termination. Furthermore, the terminating party shall explicitly state the date of desired termination in the notice. If notice is properly given, termination becomes effective on the date provided in the termination notice.

c. To effectuate termination by mutual consent, the parties shall together determine the exact date of termination. The parties shall memorialize the termination date in writing signed by a designated representative from each party. Termination becomes effective on the date stated in the writing.

d. The parties shall terminate this agreement immediately if, for any reason, local district funding to satisfy this Agreement is withdrawn, limited, or impaired. To effectuate termination, the terminating party shall give immediate notice in writing to the other party.

e. If authorization is necessary to terminate this Agreement, the terminating party or parties shall seek approval by their governing body.

f. Before terminating this Agreement, the parties shall endeavor, in good faith, to provide each other sufficient time to adjust and reorganize their respective fire districts.

8. NOTICE. The parties shall give notices or other communications required or permitted to be given under this Agreement in writing, and 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. Either party may change its address by written notice to the other, to be given in compliance with the requirements stated herein.

9. INDEMNIFICATION

a. The parties shall each assume liability for the negligent actions of or failure to act by their respective Boards, officers, agents, employees, volunteers and contractors, which may arise out of this Agreement. Further, in executing this Agreement and to the extent permitted under Nevada Revised Statutes Chapter 41, and without waiving any provision thereof, the parties hereto agree to hold harmless, indemnify and defend each other from all damages, costs or expenses which any of them shall become obligated to pay by reason of liability imposed by law for property damage or personal injury to or death of persons arising or resulting from the negligent acts or omissions of their respective Boards, officers, agents, employees, volunteers, and contractors which may arise under this Agreement.

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.

10. INSURANCE. Each party shall provide for their financial responsibilities regarding their respective obligations, rights, and liabilities hereunder through the purchase of insurance or the provision of an adequate self-funded program pursuant to Nevada Law.
11. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement and its incorporated documents. In respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement. The parties shall also have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
12. SEVERABILITY. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
13. ASSIGNMENT AND DELEGATION. Neither party shall assign, transfer, or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.
14. 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.
15. 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 Agreement.
16. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth in the Agreement.
17. GOVERNING LAW; JURISDICTION. This Agreement and the rights and obligations of the parties herein shall be governed by, and construed according to the laws of the State of Nevada. The parties agree that any proceedings with respect to the performance or enforcement of this Agreement shall be brought in a court of competent jurisdiction in the State of Nevada either in the First Judicial District Court, the Third Judicial District Court, or the United States District Court in Reno.
18. THIRD PARTIES. This Agreement shall not be construed as or be deemed to be an Agreement for the benefit of any third party or parties not specifically named herein, and no third party or parties shall have a right of action hereunder for any cause whatsoever.
19. ENTIRE AGREEMENT AND MODIFICATION. This Agreement and its incorporated document(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 incorporated document to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such document and this Agreement shall be construed consistent with the terms of this Agreement.
20. COUNTERPARTS. This Agreement may be executed in one or more counterpart copies, and each of which so executed, irrespective of the date of execution and delivery, shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

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Page 4 of 12

Appendix A

Mark Twain District Merger

1. OVERVIEW. The parties agree that the Mark Twain community will most efficiently and safely be served by merging and consolidating Storey County Fire Protection District's Fire Station #73 ("Station 73") in Mark Twain with Central Lyon County Fire Protection District's Fire Station #38 ("Station 38") in Mark Twain.
2. DEFINITIONS
 - a. "Qualified command officers" are the designated Fire chiefs, Battalion Chiefs, or Line Captains of each respective party.
 - b. "Rolling Stock" is the fire equipment used in the ongoing operation of Station 38.
 - c. "White Fire" or "State Fire" or "V-TAC" are interchangeably used to refer to the statewide fire mutual aid frequencies. A change in the name of this statewide mutual aid frequency does not render any portion of the duties defined in this document as ineffective.
3. FIRE STATION MERGER. Upon the effective date of the Agreement to which this document is therein incorporated, SCFPD shall close Station 73. CLCFPD shall continue to keep open and operate Station 38, and shall accept all SCFPD personnel previously assigned to Station 73, unless otherwise mutually agreed upon by the Fire Chiefs of both parties. In conducting this merger, the parties shall abide by the duties and obligations set forth in this document and the attached Agreement to which this document is therein incorporated.
4. SHARED EQUIPMENT
 - a. SCFPD shall provide CLCFPD Station 38 use and/or access to all equipment located in the Station 73 apparatus bay if use and/or access is approved by a qualified command officer.
 - b. CLCFPD shall provide use and/or access of its equipment to all SCFPD personnel assigned to Station 38. The costs associated with the shared use of equipment is outlined in paragraph 9 below ("COSTS AND BUDGET")
 - c. If SCFPD determines that two-way radio facilities are necessary at Station 38, CLCFPD shall permit its installation.
 - d. By June 30, 2014, the parties shall establish a separate Interlocal Agreement for the acquisition and/or replacement of Station 38 equipment. Until this separate agreement becomes effective, each party shall be responsible for the replacement or repairs of the separate equipment or materials provided by the party, unless the damage is due to the negligence of another party hereto, its officers, agents, employees, users, volunteers and contractors. In such event, the party responsible for the damage shall be responsible for replacement or repair as set forth in paragraph 9 ("INDEMNIFICATION") of the Agreement to which this document is therein incorporated.
5. PERSONNEL
 - a. All SCFPD staff, including all Volunteer Staff, Seasonal Staff, Reserve Staff, Full-Time Staff, and Career Staff shall remain under the control, management, and responsibility of SCFPD. This includes responsibility for every aspect of employment, from time of hire through termination, separation, or retirement. SCFPD staff must also report to a CLCFPD qualified command officer who may be serving as their supervisor while in a fire station and/or as an Incident Commander during an emergency response.
 - b. All CLCFPD staff, including all Volunteer Staff, Seasonal Staff, Reserve Staff, Full-Time Staff, and Career Staff shall remain under the control, management, and responsibility of the CLCFPD. This includes responsibility for every aspect of employment, from time of hire through termination, separation, or

retirement. CLCFPD staff must also report to a SCFPD qualified command officer who may be serving as their supervisor while in a fire station and/or as an Incident Commander during an emergency response.

- c. Each party shall be separately responsible for providing equipment to their volunteer members, except that CLCFPD staff shall provide SCFPD volunteer staff assigned to Station 38 with personal protective equipment. CLCFPD shall pay for the costs of this equipment.
- d. SCFPD volunteers assigned to Mark Twain shall adhere to the CLCFPD policies, procedures, guidelines and all written missives applicable to Station 38, so long as adherence is in compliance with this Agreement. These volunteer personnel shall report to a CLCFPD qualified command officer, but shall remain under the control, management, and responsibility of SCFPD for every aspect of employment in accordance with paragraph 5(a) herein.
- e. SCFPD seasonal staff, reserve staff, and permanent full-time staff shall adhere to SCFPD policies, procedures, guidelines and all written missives. These personnel shall report directly to a SCFPD qualified command officer.
- f. The parties shall share all training records and physical examinations of volunteer personnel that jointly respond to both districts.

6. STATION MAINTENANCE

- a. SCFPD staff shall contribute to the clean and orderly maintenance of all facilities and assigned areas used at Station 38. This includes, but is not limited to, maintaining the cleanliness of all restrooms, kitchens, apparatuses, common areas, and areas accessible to the public. A CLCFPD designated staff member shall coordinate the cleaning of Station 38's facilities between CLCFPD and SCFPD staff members.
- b. The parties shall abide by all CLCFPD fire station policies/procedures applicable to the maintenance of Station 38, so long as those policies and procedures comply with this Agreement.
- c. The parties shall prohibit pets at Station 38's facilities.
- d. The parties shall prohibit the use of tobacco inside the living area, training room, kitchen, bathrooms, and all other enclosed areas of Station 38. This includes, but is not limited, the use of chewing tobacco and smoking.
- e. The parties shall secure all lights and exterior doors before leaving Station 38.
- f. The parties shall require all employees, volunteers, and immune contractors to wear clean clothes and boots in the training room, kitchen, and dayroom area.
- g. The parties shall afford each other mutual respect and courtesy.

7. COMMUNICATIONS

- a. SCFPD shall change all volunteers assigned to Station 38 from SCFPD radio and tone frequencies to CLCFPD radio and tone frequencies. Volunteers assigned to Station 38 shall utilize CLCFPD radio and tone activation frequencies only. The parties shall keep all other staff on their current radio and tone frequencies, unless otherwise mutually agreed to by the fire chiefs of both parties.
- b. When a response is needed in the Mark Twain area, the party's staff assigned to Station 38, including volunteers, shall comply with the following procedure:
 - i. When a call is received for service in the Mark Twain area by Storey County's Public Safety Answering Point ("PSAP"), PSAP staff shall immediately tone any SCFPD rolling stock assigned to that type of incident response. The SCFPD run card will dictate specific apparatus by incident type that the PSAP will utilize. After dispatching SCFPD equipment, PSAP staff shall immediately notify Lyon County PSAP of what additional equipment will be sent to the incident.

- ii. When a call is received for service in the Mark Twain area by the Lyon County PSAP, PSAP staff shall immediately tone any CLCFPD rolling stock assigned to that type of incident response. The CLCFPD run card will dictate specific apparatus by incident type that the PSAP will utilize. After dispatching CLCFPD equipment, PSAP staff shall immediately notify Storey County PSAP of what additional equipment will be sent to the incident.
 - c. The CLCFPD and SCFPD shall allow shared communication on both command and tactical frequencies listed in Appendix C, which is specifically incorporated in this Agreement.
 - d. The parties shall conduct all communications on the frequency of the agency having jurisdiction over a particular district, or as assigned by the requesting agency.
 - e. If the jurisdiction of a particular call department is unknown, the parties shall communicate over the other department's frequency to coordinate a response when jurisdiction is not known.
 - f. The parties shall use White Fire #1 as the primary tactical frequency when responding to either jurisdiction. If White Fire #1 is in use, the parties shall use the next available White Fire Frequency.
 - g. If a medical helicopter is needed during a mutual response as automatic or mutual aid, the parties shall use Cal Cord (White Fire #9).
 - h. Each party shall use the most expedient method available in contacting the other party's PSAP when emergency response is dictated by the specific terms of this agreement.
8. MARK TWAIN RUN CARD. Until this Agreement is terminated, the parties shall each immediately send a copy of their current run card upon any changes and/or modifications.
9. COSTS AND BUDGET
- a. Personnel Costs. SCFPD shall be responsible for all costs associated with the employment of any of their staff. This includes, but is not limited to, workers compensation insurance, rolling stock insurance, personal protective equipment, training costs, etc. CLCFPD will be responsible for all costs associated with the employment of any of their staff. This includes, but is not limited to, workers compensation insurance, rolling stock insurance, personal protective equipment, training costs, etc.
 - b. Volunteer Training
 - i. CLCFPD shall have the primary responsibility to conduct and fund the training of SCFPD's volunteer staff assigned to Mark Twain, unless otherwise mutually agreed upon by the Fire Chiefs in advance of such training.
 - ii. The parties shall each maintain their own separate volunteer pay system, and are each responsible for the funding and control of those systems.
 - c. Utilities And Facility Costs
 - i. SCFPD and CLCFPD shall divide in half all monthly costs for power, gas, water/sewer, and phone utilities associated with Station 38. CLCFPD shall bill SCFPD on a quarterly basis, shall send a quarterly invoice to the address contained within the Interlocal Agreement, and shall include a billing date on the invoice. SCFPD shall be responsible for ensuring that all payments to CLCFPD are received by CLCFPD within thirty (30) days of the billing date provided in these quarterly invoices.
 - ii. SCFPD and CLCFPD shall limit the use of all computers, printers, fax and copy machines to business use only. SCFPD and CLCFPD shall divide in half all replacement costs of small equipment located at Station 38.
 - d. Building Maintenance
 - i. SCFPD shall participate in building and ground maintenance projects while sharing Station 38. Participation may include providing materials, labor, and/or monetary contributions. The CLCFPD Fire Chief or designee and the SCFPD Fire Chief or designee shall together determine

the scope of participation, budget, and amount of monetary contributions required by each party prior to the start of any project. If a project exceeds the designated budget originally agreed to by the parties, the Fire Chiefs shall together determine a new or modified mutually agreeable budget.

- ii. SCFPD shall reimburse CLCFPD for any and all damages to the building, grounds, or equipment of Station 38 which extends beyond reasonable wear and tear; provided, however, that reimbursement conforms to the provisions set forth in paragraph 12 ("LIABILITY AND INDEMNIFICATION") of the Agreement to which this document is therein incorporated.

e. Equipment Maintenance And Acquisition

- i. By June 30, 2014, the parties shall establish a separate Interlocal Agreement for the acquisition and/or replacement of Station 38 rolling stock equipment. Until an agreement for acquisition and/or replacement of rolling stock is effective, the SCFPD and the CLCFPD shall each independently be responsible for the maintenance and/or replacement of their separate equipment.
- ii. SCFPD shall maintain its fueling location at Station 73. When a call is responded to within the boundaries of Storey County in Mark Twain, the parties shall refuel responding apparatuses at Station 73. When a call is responded to within the Lyon County boundaries of Mark Twain, the parties shall refuel responding apparatuses at Station 38. Each district shall be responsible for their individual fueling locations. If for any reason either party fuels at a location that is not designated within this provision, an invoice for fuel costs will be given to the relevant party.

Appendix B

Automatic and Mutual Aid

1. OVERVIEW

- a. In the event of a fire or disaster that is beyond the control of a single party, the parties agree that it is in their best interests to combine forces to combat such fire or disaster. This combination of forces is referred to as "mutual aid."
- b. It is also in the interest of both parties to respond with the closest forces available to all reported and actual emergencies. When an assisting party is situated to provide a more timely response to an emergency, both parties agree that the closer situated party should respond. This automatic response of closest forces is referred to as "automatic aid."

2. COMMUNICATION

- a. Each party shall use the most expedient method available in contacting the other party's PSAP center when emergency response is dictated by the specific terms of this document.
- b. The parties shall allow shared communication on both command and tactical frequencies that are specifically listed and approved in Appendix C.
- c. The parties shall conduct all communications on the frequency of the party having jurisdiction, or as assigned by the requesting party.
- d. If the jurisdiction of a particular request is unknown, the parties shall communicate over the other department's frequency to coordinate a response.
- e. The parties shall immediately notify each other of all fire and hazardous materials incidents within the Mark Twain and Silver City area of both Storey and Lyon County. Incidents include, but are not limited to, structure fires, wild land fires, and vehicle fires.
- f. The parties shall immediately contact each other when a medical emergency occurs in the Mark Twain and/or Silver City area(s).

3. GENERAL DUTIES

- a. The parties shall follow the most recent run cards developed by CLCFPD and SCFPD.
- b. Until this Agreement is terminated, the parties shall each immediately send a copy of their current run card upon any changes or modifications.
- c. The parties may assist each other with fire investigations, plan reviews and inspections upon the request of a Fire Chief having jurisdiction over the fire district.

4. MUTUAL AID RESPONSE

- a. The parties may provide mutual aid requests outside of the Mark Twain area, and provided for in this document, through established communication channels common to each party requesting such aid; provided, however, that a qualified command officer of the party granting such aid must first approve the mutual aid request.
- b. The parties shall use White Fire #1 as the primary tactical frequency when responding to either jurisdiction. If White Fire #1 is in use, the parties shall use the next available White Fire Frequency.

- c. If mutual aid requests are accepted by the non-requesting party, the non-requesting party shall provide mutual aid without expectation of reimbursement for the first twenty-four hours from the time of initial request and within the limits of the CLCFPD and SCFPD; provided however, that neither party shall be required to deplete its own fire protection resources, services, and facilities to the detriment of its normal fire protection responsibilities.
- d. Both party's Fire Chiefs shall retain the right to extend mutual aid past the initial twenty-four hour period, at no cost, when it is in the best interest of public safety.
- e. If mutual aid requests are accepted by the non-requesting party, the party with jurisdiction shall furnish, upon request of the party without jurisdiction, an incident and/or fire report. The parties agree that it is acceptable to share reports and relevant information amongst themselves.
- f. If a medical helicopter is needed during a mutual response as automatic or mutual aid, the parties shall use Cal Cord (White Fire #9).
- g. Upon the request of a qualified command officer, and within the scope of this Agreement, the parties may request additional resources from each other to assist at any location within the requesting party's respective jurisdiction. The parties shall consider this mutual aid, and not automatic aid.

5. AUTOMATIC AID RESPONSE

- a. CLCFPD shall render automatic aid to the following areas in compliance with the standards enumerated below:
 - i. One unit from Silver City to all incidents in Gold Hill to the intersection of SR 341 and SR 342, including the Truck Route area.
 - ii. First alarm fire assignment to the Mark Twain area regardless of whose jurisdiction the incident is occurring.
 - iii. Upon the request of a qualified command officer, provide one ambulance to the Virginia City Station as automatic aid.
 - iv. Provide one Squad to all vehicle accidents to assist with automobile extrication to the waste water treatment facility on Six Mile Canyon Road (Designated State Route 79).
 - v. First alarm hazardous materials response to the Mark Twain area regardless of whose jurisdiction the incident is occurring. CLCFPD's response shall be in the form of automatic aid ending at the waste water treatment facility on Six Mile Canyon Road (Designated State Route 79). All responses past the waste water treatment plant are considered mutual aid, and all parties must place those mutual aid requests through the PSAP center with jurisdiction and in accordance with paragraphs 4(a) and 4(d). The parties shall act in adherence with the Quad County Hazardous Materials Response Team call out procedure when placing resource orders.
 - vi. Upon the request of a fire officer, and within the scope of this Agreement, the parties may request additional resources from each other to assist at any location within the requesting party's respective jurisdiction. The parties shall consider this mutual aid, and not automatic aid.
- b. SCFPD shall respond to the following areas in compliance with the standards enumerated below:
 - i. One engine from the Virginia City Fire Station (Station #71) to all incidents in Silver City to the intersection of SR 341/SR 342, including the Truck Route.

- ii. First alarm fire assignment to the Mark Twain area regardless of whose jurisdiction the incident is occurring. SCFPD shall respond with Engine #71 (or an alternative reserve engine) ending at US Highway 50 to the east of the subdivision on Six Mile Canyon Road. All responses past US Highway 50 are considered mutual aid, and SCFPD shall request this mutual aid through the appropriate PSAP center.
- iii. Upon the request of a qualified command officer, provide one ambulance to CLCFPD Station #38 as automatic aid.
- iv. Provide one Squad or appropriate Engine Company with extrication tools to all vehicle accidents to assist with automobile extrication to US Highway 50 to the east of the Mark Twain subdivision. CLCFPD shall provide this same type of unit to all extrication accidents in Silver City to the SR341/SR342 junction.
- v. First alarm hazardous materials response to the shared Mark Twain area and Silver City area regardless of whose jurisdiction the incident is occurring. This CLCFPD response shall end at US Highway 50 to the east of the subdivision on Six Mile Canyon Road and SR341/SR342 junction to the south of Silver City. All responses past US Highway 50 and SR341/342 junction are considered mutual aid, and all parties must place those mutual aid requests through the PSAP center with jurisdiction and in accordance with paragraphs 4(a) and 4(d). The parties shall act in adherence with the Quad County Hazardous Materials Response Team call out procedure when placing resource orders.
- vi. Upon the request of a fire officer, and within the scope of this Agreement, the parties may request additional resources from each other to assist at any location within the requesting party's respective jurisdiction. The parties shall consider this mutual aid, and not automatic aid.

Appendix C
Radio Communications

The parties shall use the following radio communication frequencies when communicating per the terms of this Agreement:

1. The SCFPD Radio Frequencies:

	RXF	RXPL	TXF	TXPL	USER NAME
1.	155.070	79.7	155.865	79.7	FD1 South (SCFD Como)
2.	155.070	79.7	155.865	173.8	FD2 Central (SCFD Ophir)
3.	155.070	79.7	155.865	186.2	FD3 North (SCFD Pond)
4.	155.070	79.7	155.070	79.7	FD4 Local (SCFD Local)
5.	156.075	156.075			CALCORD (STATE FIRE 9)
6.	154.280	154.280			STATE FIRE 1
7.	154.265	154.265			STATE FIRE 2
8.	154.295	154.295			STATE FIRE 3
9.	155.145	155.145			STATE FIRE 4
10.	155.475	155.475			STATE FIRE 6
11.	155.655	155.655			STATE FIRE 7
12.	155.160	155.160			STATE FIRE 8

2. The CLCFPD Radio Frequencies:

	RXF	RXPL	TXF	TXPL	USER NAME
1.	155.100	155.925	100.0		CLCFD COMO
2.	154.400	154.400			CLCFDTAC
3.	155.100	155.925	114.8		CLCFD EAGLE
4.	155.100	155.925	141.2		CLCFD MARBLE
5.	155.100	155.100			CLCFD LOCAL
6.	156.075	156.075			CALCORD (STATE FIRE 9)
7.	154.280	154.280			STATE FIRE 1
8.	154.265	154.265			STATE FIRE 2
9.	154.295	154.295			STATE FIRE 3
10.	155.145	155.145			STATE FIRE 4
11.	155.475	155.475			STATE FIRE 6
12.	155.655	155.655			STATE FIRE 7
13.	155.160	155.160			STATE FIRE 8

**Approval of the 2013/2014 Storey County Fire Protection District
declared rates for personnel, rolling stock and equipment**

Vanessa Dufresne

From: Gary Hames
Sent: Thursday, March 07, 2013 3:20 PM
To: Vanessa Dufresne; Pat Whitten
Cc: Alicia Russell
Subject: 2013-14 Fire Protection Declared Personnel, Rolling Stock and Equipment Rates
Attachments: Staff Recommendation - 2013-14 Declared Rates.doc; 2013-14 Declared Costs - Hourly Breakdown.doc; 2013-14 Declared Costs - Personnel - Equipment.doc

Vanessa/Pat,

Attached is the 2013/14 Storey County Fire Protection District Declared Rates for Personnel, Rolling Stock and Equipment. There is also a staff recommendation as well. The final document is a spread sheet that reflects how the personnel costs have been developed.

Can I please have this placed on the March 19, 2013 consent agenda?

Thank You,

Gary Hames, Fire Chief
Storey County Fire Department
P.O. Box 603 - 145 North "C" Street
Virginia City, Nevada 89440
Office: (775) 847-0954
Fax: (775) 847-0987
Website: www.storeycounty.org



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STOREY COUNTY FIRE DEPARTMENT

Post Office Box 603
Virginia City, NV 89440
(775) 847-0954 Phone • (775) 847-0987 Fax
www.storeycounty.org

Meeting Date: March 19, 2013

Agenda Item: (Consent Agenda) Discussion/Action: Approval of the Storey County Fire Protection Districts 2013/14 Declared Personnel, Rolling Stock and Equipment Rates.

Summary Notes: This document is a summary of personnel regular hourly rates and fringe benefits, rolling stock cost (based on Federally Administratively Determined (AD) rate schedule) and small disposable equipment costs. These are the rates utilized to create invoices for out of district fire assignments. This document is required to be presented annually to the Fire Commissioners for approval. It is also required as part of the Mutual Aid Fund development last year. Upon acceptance this will be the foundation used for all annual operating plans.

Staff Recommendation: Motion to approve as part of the Consent Agenda, unless there is a specific request to pull this item for further discussion or action. If so, then staff would recommend a motion to approve the Storey County Fire Protection Districts 2013/14 Declared Personnel, Rolling Stock and Equipment Rates.

Station 1
145 North C Street
Virginia City, NV 89440
(775) 847-0954

Station 2
2610 Cartwright Road
Reno, NV 89521
(775) 847-0971

Station 3
500 Sam Clemens
Dayton, NV 89403
(775) 246-7979

Station 4
431 Canyon Way
Sparks, NV 89434
(775) 342-0220

Station 5
1705 Peru Drive
Sparks, NV 89434
(775) 343-3300

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Storey County Fire Department
Declared Costs - Personnel
Effective April 1, 2013

	Regular Hourly	Regular 1/2 Time	Regular 1.5 OT	Regular 2.10 OT
Battalion Chief	\$45.71	\$22.85	\$68.56	\$95.99
Fire Captain/EMT II	\$42.32	\$21.16	\$63.48	\$89.29
Fire Fighter/Paramedic	\$38.27	\$19.13	\$57.40	\$80.36
Fire Fighter/EMT II	\$34.36	\$17.18	\$51.54	\$72.15
Dozer Operator	\$26.91	\$13.46	\$40.37	\$56.51
All Risk Seasonal Firefighter	\$13.77	\$6.88	\$20.65	N/A
All Risk Seasonal Firefighter/EMT	\$16.25	\$8.12	\$24.37	N/A
All Risk Lead Seasonal Firefighter	\$18.74	\$9.37	\$28.11	N/A
Reserve Firefighter/EMT Basic	\$10.24	\$5.12	\$15.36	N/A
Reserve Firefighter/EMT Intermediate	\$11.49	\$5.74	\$17.23	N/A
Reserve Firefighter/Paramedic	\$12.73	\$6.36	\$19.09	N/A
Volunteer Firefighter	Reserve/Volunteer FF will be paid actual costs at most current AD rates relevant to position filled.			

2.10 Overtime Defined: This overtime category is designed for the 56 hour work week employee to default to a 40 hour work week overtime rate. It is used when individuals are dispatched outside of Storey County for all-risk incidents. It is also used for calculation of Call-Back time to multiple alarms, natural disaster, etc. as defined in the CBA.

Apparatus Type	Rate	Mileage
Type I Engine – Structure Engine	\$125/hour	.55 Per Mile for Travel Only
Type III Engine – Brush Engine	\$100/hour	.55 Per Mile for Travel Only
Type IV, VI Engine – Brush Patrol	\$75/hour	.55 Per Mile for Travel Only
Type I Water Tender	\$75/hour	.55 Per Mile for Travel Only
Command Vehicle	\$50.00/daily	.55 Per Mile for Travel Only
Utility	\$50.00/daily	.55 Per Mile for Travel Only
Transport/Lowboy	\$95/hour	.55 Per Mile for Travel Only
Type IV Dozer Chase Truck	\$75.00/hour	.55 Per Mile for Travel Only
Type II Dozer	\$115/hour	N/A
Ambulance	\$125/hour	\$23.37 Per Mile for Travel and Transports (Billed to Patient)
Fuel Trailer	\$75/day	No mileage charges
Special Event Staffing	\$450/day	Includes one unit with two personnel
ALS Durable Medical Equipment	\$250.00/day	N/A
ILS Durable Medical Equipment	\$200.00/day	N/A
BLS Durable Medical Equipment	\$150.00/day	N/A

Each dozer will be dispatched with a Type 6 Chase Vehicle. This vehicle will be assigned for the entire duration of the incident. It will also be staffed with a fully qualified red-carded Dozer Boss.

Transport/lowboy charges are charged from point-to-point response. Once the piece of heavy equipment is delivered to the incident and the transport returns to the point of hire, the time under hire ends. If the agency official-in-charge of the incident deems it necessary to hold the transport in readiness status, with or without operator, in lieu of release, a daily rate of \$250.00 will be charged for the transport. If the agency releases the transport, but SCFD elects to keep the transport at the incident location, no further payment is due, because the period of hire ended when the transport was released from the incident.

Dozer operator and transport driver will be charged at their departmental rates.

Staff responding to an incident will be charged separately from the cost of the equipment.

When an incident does not provide subsistence for assistance-by-hire personnel per diem at the federally established regional or CONUS rate shall apply in accordance GSA per diem rates at www.gsa.gov Documentation in the form of receipts must be provided for reimbursement.

Durable medical equipment added to declared rates through the BLM Annual Operating Plan as of 6/29/12.

Gary Hames

April 1, 2013

Gary Hames, Fire Chief

Date



**Storey County Fire Department
2013/14 Declared Rates Hourly Calculation**

Position	Regular Hourly Rate	PACT	Medicare	Soc. Or PERS	Total Regular Hourly Rate Of Pay
Reserve FF/EMT B	\$8.25	\$1.34	\$0.11	\$0.54	\$10.24 (w/benefits)
Reserve FF/EMT I	\$9.25	\$1.50	\$0.13	\$0.61	\$11.49 (w/benefits)
Reserve FF/EMT P	\$10.25	\$1.66	\$0.14	\$0.68	\$12.73 (w/benefits)
All Risk Seasonal	\$11.08	\$1.80	\$0.16	\$0.73	\$13.77 (w/benefits)
All Risk Seasonal/EMT	\$13.08	\$2.45	\$0.18	\$0.87	\$16.25 (w/benefits)
All Risk Lead Seasonal	\$15.08	\$2.45	\$0.21	\$1.00	\$18.74 (w/benefits)
FTE FF/EMT Intermediate	\$20.32	\$5.41	\$0.41	\$8.22	\$34.36 (w/benefits)
FTE FF/Paramedic	\$22.81	\$5.77	\$0.46	\$9.23	\$38.27 (w/benefits)
FTE Captain/EMT Intermediate	\$25.22	\$6.38	\$0.51	\$10.21	\$42.32 (w/benefits)
FTE Battalion Chief	\$27.24	\$6.89	\$0.55	\$11.03	\$45.71(w/benefits)

**Contract with Comstock Mining, Inc. for sale of untreated and
unused water at reduced rate and other related matters**

AGREEMENT FOR THE SALE OF UNTREATED WATER

An Agreement Between

COMSTOCK MINING, INCORPORATED
P.O. Box 1118, Virginia City, NV 89440
Phone: 847-5277 - Fax: 847-4762

And

STOREY COUNTY WATER AND SEWER SYSTEM
P.O. Box 435, Virginia City, NV 89440
Phone: 847-0958 - Fax: 847-0947

WHEREAS Comstock Mining, Inc. is a Nevada Corporation in good standing with the State of Nevada and Storey County, and;

WHEREAS Comstock Mining, Inc. holds a business license in Storey County and is served at its property in American Flats by the Storey County Water and Sewer System; and

WHEREAS the Storey County Water and Sewer System purchases untreated water from the State of Nevada through its Marlette Lake Water System at the current unit rate per thousand gallons of \$.00046, plus a monthly service charge of \$1,690.24 for system wide improvements for the delivery of said water from the Marlette Lake Water System; and

WHEREAS at these current rates, the cost to the Storey County Water and Sewer System is approximately \$.00073 per thousand gallons, equivalent to \$237.87 per acre foot; and

WHEREAS the Storey County Water Sewer System currently has access to over 150 acre feet or more than it uses annually and; it would be of financial benefit for the Storey County Water and Sewer System to sell a portion of this excess allocation to Comstock Mining, Inc. Therefore it is in the best interest of the County to sell a portion of the excess annual allocation of untreated water to Comstock Mining, Inc. for mining and milling purposes located at Comstock Mining's American Flats processing facility; and

WHEREAS the intention of the terms and conditions of this Agreement are in no way a conveyance of guaranteed water rights from the Storey County Water and Sewer System to Comstock Mining, Inc. This agreement is intended only for the purpose of the sale of untreated water from the Storey County Water and Sewer System to Comstock Mining, Inc. at a discounted rate agreed to by both parties; and

WHEREAS the terms and conditions of this Agreement will in no way compromise the delivery of water necessary for use by other customers of the Storey County Water and Sewer System in the communities of Virginia City, Gold Hill, and Silver City.

NOW, THEREFORE, in consideration of the mutual promises herein, the parties agree as follows:

1. PARTIES. This Agreement for the Sale of Untreated Water ("Agreement") is made by and between Comstock Mining, Inc. ("CMI") and the Storey County Water and Sewer System ("Storey County"). CMI and Storey County are hereinafter referred together as "the parties."
2. AGREEMENT TERM. This Agreement becomes effective on March 20, 2013. The parties may conduct an annual review of this Agreement on or before March 1st of each following year. However, unless sooner terminated by either party as set forth in paragraph 13 ("TERMINATION"), this Agreement remains in existence perpetually, and automatically renews on March 20th of each year thereafter.
3. DEFINITIONS. "Untreated Water" is water from the Marlette Lake System that has not been treated by the chemicals necessary for distribution as drinking water.
4. LOCATION AND DELIVERY OF SERVICE. Storey County shall deliver untreated water to CMI using an existing connection just below the Ophir Grade road at a location approximately 2.5 miles southwest of the Ophir Grade intersection with SR342 ("Virginia City Pipeline"). This Agreement pertains only to this connection serving the American Flats mining operations, located at 1200 American Flats Rd., Virginia City, NV.
5. COST OF SERVICE AND RATES.
 - a. CMI agrees to purchase a minimum of 80 acre feet per year, or approximately 26,068,160 gallons per year, of untreated water at the following rate:
 - i. Monthly meter base rate for existing 2" meter - \$93.81
 - ii. Charge for gallons consumed - \$2.30 per thousand gallons
 - b. The State of Nevada water delivery rates are subject to change upon written notice from the State to Storey County. The rate change is dependent upon changes in the cost of providing such untreated water to Storey County, and is based upon system maintenance, enlargement, improvements, water delivery, and market price.
 - c. If the rates charged to Storey are increased by the State of Nevada, Marlette Lake Water System, Storey County shall review the terms of this Agreement to determine if the rates listed herein require modification. If Storey County determines that modification is required, Storey County shall provide CMI with written notice 30 days in advance of any increase that may be necessary due to the State's rate increases.
6. BILLING. Storey County shall bill CMI on a monthly basis at the above referenced rates. However, if in the 12 month period following the effective date of this Agreement the delivery of untreated water to CMI is lower than the agreed to minimum purchase of 80 acre feet, Storey County shall bill CMI for the difference between 80 acre feet and the actual amount of delivery at a rate of \$2.30 per thousand gallons. This paragraph applies to every subsequent 12 month period following the perpetual renewal date of this Agreement.
7. METER READING. Storey County shall read the water meter serving CMI on a monthly basis and by the 10th day of every month; provided, however, that access to the site is not hampered. Should access be unfeasible due to snow covered roads and/or other blockages, Storey County shall in good faith estimate the meter count based upon the prior month's usage. Storey County shall read the currently existing water meter until the new meters are installed as required in paragraphs 11 and 12 of this Agreement.

8. SERVICE INTERRUPTION. In the event that the flow of water is interrupted due to a break and/or significant leak the parties agree that the water flow to CMI may be temporarily shut off. CMI shall hold Storey County harmless for any negative effects that may result from an interruption in service.
9. INCORPORATED DOCUMENTS. The parties agree that all services to be performed are specifically described in this Agreement and its incorporated documents. The parties further agree that this Agreement incorporates Job Number 0507 "Comstock Water," which was designed by Farr West Engineering and approved on January 13, 2013 by Storey County Public Works and/or the Storey County Water and Sewer System ("Comstock Water Plan").
10. SERVICE FLOW RESTRICTION. Storey County shall restrict CMI's flow from the Virginia City pipeline connection to a flow **not to exceed 150 GPM** as calculated and shown in the base design scenario in the "Comstock Water" Plan. CMI must adhere to this base design calculation, to assure that the pipeline is not compromised by any negative pressures that could occur to higher than allowed flows.
11. CMI IMPROVEMENTS. CMI shall install and complete improvements in accordance with the Comstock Water Plan and as further described below:
 - a. CMI shall make improvements to its upper and lower parts of its system, and shall complete the improvement to the lower tank within 30 days from the effective date of this Agreement.
 - b. The parties agree that improvements to the upper tank may be delayed and subject to improvements at the Five Mile Reservoir. If the Five Mile Reservoir improvements are not completed within thirty-six (36) months from the date of the original signing of this agreement, CMI shall commence and complete the improvements at its upper tank location on Ophir Grade.
 - c. CMI shall provide for one new 4" water meter with remote reading at the lower tank. CMI shall provide, fund, and install this new meter in accordance with the approved plans that indicate the meter to be a 4" McCrometer, McPropeller Flow Meter Model MW504 with FC100 register that shall be tied into the Storey County Water and Sewer System SCADA. CMI shall provide within the design a system that allows Storey County and the Marlette Lake Water System to monitor the levels in Comstock's lower tank.
 - d. Before this Agreement is terminated, the parties agree to explore the feasibility and potential cost sharing of making improvements for additional storage of untreated water at the Five Mile Reservoir. If improved, the parties agree that the Five Mile Reservoir would increase the storage of untreated water from the Marlette Lake Water System to an additional 5.5 million gallons. This increased storage of untreated water would be of mutual benefit to both Storey County and CMI. At minimum, this exploration must consider:
 - i. Five Mile Reservoir's state of disrepair;
 - ii. Proper analysis and engineering in accordance with the requirements (if any) of the Federal Safe Drinking Water Act;
 - iii. Cleaning of the existing reservoir;
 - iv. Providing a liner system and repair of fencing at the site. If improved, the Five Mile Reservoir would increase the storage of untreated water from the Marlette Lake

Water System of an additional 5.5 million gallons. This increased storage of untreated water would be of mutual benefit to both Storey County and CMI.

12. STOREY COUNTY IMPROVEMENTS. Storey County shall provide, fund, and install one 4" standard meter at the Ophir line location according to the Comstock Water Plan. Storey County shall install the meter when CMI makes the upper line improvements. Storey County shall check the meter in accordance with paragraph 6 of this Agreement ("METER READING") and reconcile this reading against the lower meter to check for any line loss.

13. TERMINATION.

- a. The parties may terminate this Agreement by mutual consent of both parties, or unilaterally by either party, with or without cause.
- b. To effectuate termination unilaterally, the terminating party shall give notice 30 calendar days prior to the date of desired termination. Furthermore, the terminating party shall explicitly state the date of desired termination in the notice. If notice is properly given, termination becomes effective on the date provided in the termination notice.
- c. To effectuate termination by mutual consent, the parties shall together determine the exact date of termination. The parties shall memorialize the termination date in writing signed by a designated representative from each party. Termination becomes effective on the date stated in the writing.
- d. If authorization is necessary to terminate this Agreement, the terminating party or parties shall seek approval by their governing body.
- e. Before terminating this Agreement, the parties shall endeavor, in good faith, to provide each other sufficient time to adjust and reorganize their respective water needs and operations.

14. NOTICE. The parties shall give notices or other communications required or permitted to be given under this Agreement in writing, and 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. Either party may change its address by written notice to the other, to be given in compliance with the requirements stated herein.

15. INDEMNIFICATION

- a. The parties shall each assume liability for the negligent actions of or failure to act by their respective Boards, officers, agents, employees, volunteers and contractors, which may arise out of this Agreement. Further, in executing this Agreement and to the extent permitted under Nevada Revised Statutes Chapter 41, and without waiving any provision thereof, the parties hereto agree to hold harmless, indemnify and defend each other from all damages, costs or expenses which any of them shall become obligated to pay by reason of liability imposed by law for property damage or personal injury to or death of persons arising or resulting from the negligent acts or omissions of their respective Boards, officers, agents, employees, volunteers, and contractors which may arise under this Agreement.

- 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.

16. INSURANCE. Each party shall provide for their financial responsibilities regarding their respective obligations, rights, and liabilities hereunder through the purchase of insurance or the provision of an adequate self-funded program pursuant to Nevada Law.
17. INDEPENDENCE. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement and its incorporated documents. In respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement. The parties shall also have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
18. SEVERABILITY. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
19. ASSIGNMENT AND DELEGATION. Neither party shall assign, transfer, or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.
20. 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.
21. 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 Agreement.
22. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth in the Agreement.
23. GOVERNING LAW; JURISDICTION. This Agreement and the rights and obligations of the parties herein shall be governed by, and construed according to the laws of the State of Nevada. The parties agree that any proceedings with respect to the performance or enforcement of this Agreement shall be brought in a court of competent jurisdiction in the State of Nevada either in the First Judicial District Court, the Third Judicial District Court, or the United States District Court in Reno.
24. THIRD PARTIES. This Agreement shall not be construed as or be deemed to be an Agreement for the benefit of any third party or parties not specifically named herein, and no third party or parties shall have a right of action hereunder for any cause whatsoever.
25. ENTIRE AGREEMENT AND MODIFICATION. This Agreement and its incorporated document(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 incorporated document to this

Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such document and this Agreement shall be construed consistent with the terms of this Agreement

26. COUNTERPARTS. This Agreement may be executed in one or more counterpart copies, and each of which so executed, irrespective of the date of execution and delivery, shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

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

Comstock Mining Inc.
Corrado DeGasperis
President

Date

Storey County Commissioner
Bill Sjovangen
Chairman

Date

Approved as to form by:

William A. Maddox
District Attorney

Date

**Approval of Business Impact Statement for License Fee Increase
to be submitted to the Department of Taxation for approval**

Storey County, Nevada

Commissioners' Meeting Agenda Item Request

The Storey County Board of Commissioners has established a policy for placement of items on its meeting agendas. This policy states that all requests must be made in writing, and must include all supporting documentation at the time the request is submitted.

The deadline for submitting a request for an item to be placed on the agenda is noon on the Monday of the week preceding the Commissioners' Meeting. *(Items received after the deadline will be placed on the agenda of a subsequent meeting.)*

Date of Meeting: 3-19-13	Date Request Submitted: 3-11-13
Agenda Item Requested: Business Impact Statement for License Fee Increase to go to Department of Taxation for Approval	
This item is intended for: <input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Discussion and Action (at the Board's discretion)	
<input checked="" type="checkbox"/> Supporting documentation is attached <input type="checkbox"/> No supporting documentation is necessary	
Requested by: Stacey Bucchianeri (please print name clearly)	
Address: Community Development Dept	
Phone: 847-0966	Email (optional): sbucchianeri@storeycounty.org

Please submit this completed form to:

or FAX to:

Storey County Clerk's Office
PO Drawer D
Virginia City NV 89440

Storey County Clerk's Office
(775) 847-0921

----- Fold at Arrows Here and Above to Place in a Window Envelope -----

For Office Use Only Email		
Date Request Received: 3-11-13	Received: <input type="checkbox"/> In Person <input checked="" type="checkbox"/> Via FAX	By: [Signature]
<input checked="" type="checkbox"/> Supporting documentation attached - # of pages 31		Meeting date of this item: 3/19/13

For additional information, please contact the
Storey County Clerk's Office
(775) 847-0969 or email vdixon@storeycounty.org

Storey County
110 Toll Road ~ Gold Hill Divide
P O Box 526 ~ Virginia City NV 89440



Business License Dept
sbucchianeri@storeycounty.org
(775) 847-0966 ~ Fax (775) 847-0935

**BUSINESS IMPACT STATEMENT RELATING TO INCREASE OF BUSINESS LICENSE
FEES TO BUSINESSES PURSUANT TO NRS 237.090**

The proposed increase in business license fees to business customers will affect all business licensees of Storey County. Comments and/or data about how those increases would affect business licensees as far as any economic burden that the increase would impose and whether the increase would directly restrict the formation, operation or expansion of a business were solicited from business owners as follows:

- Notice was advertised in the local newspaper, The Comstock Chronicle (affidavit attached), on February 8 and February 15, 2013. This is consistent with the recommendation made by the Nevada State Tax Commission directive and also follows the procedure adhered to by the City of Ely in a recent fee increase to businesses. In that advertisement notice was provided requesting that any comments be submitted to the Community Development Department no later than February 25, 2013. This is in excess of the required fifteen days (15) days from the date of the Notice.
- The same notice was emailed to the Tahoe Reno Industrial Center businesses.
- Additionally, the matter was discussed at several weekly Department Head meetings and VCTC Board meetings (minutes attached).

By February 25, 2013, the Community Development Department received three (3) comments from business owners.

- The first comment came from a meeting with Mr. Angelo Petrini, resident and owner of several businesses in Storey County. Mr. Petrini commented that he understood fees would necessarily need to go up in order to support special events and promotion of Storey County. However, he wanted to caution Storey County that gaming, as a whole, could be in jeopardy in the state of Nevada.

Virginia City, in years past, has had upwards of 700+ poker/slot machines, whereas now there were only 213 by Mr. Petrini's count.

He felt that business license fees, specifically for businesses renting space in Virginia City, were very reasonable, with little additional risk being added to someone wanting to start a business here. Mr. Petrini commended Storey County for its efforts to keep fees down.

Mr. Petrini's comments were given to Sheriff Antinoro, upon which the decision was made to keep all quarterly gaming and utility fees at the current rate rather than a 20 percent increase. The annual/quarterly rates for Cabaret, Liquor and Alarm, however, are still being proposed for an increase. At this point, no decision has been made regarding Brothel and Escort fees.

Storey County
110 Toll Road ~ Gold Hill Divide
P O Box 526 ~ Virginia City NV 89440



Business License Dept
sbucchianeri@storeycounty.org
(775) 847-0966 ~ Fax (775) 847-0935

- The second comment (via email attached) was received from Sandie Sweetwater, local resident and business owner. Her suggestion was to raise fees \$10 across the board, as she felt this was a more fair approach for everyone. She wanted to remind everyone that it had been not too long ago that license fees were lowered as businesses weren't required to carry several different licenses anymore, just one license to cover everything.
- The third and final comment (via email attached) was received from Janet Houts. Ms. Houts is a Storey County resident, but is not a business owner. Her concern was that tourism support was not a good enough reason to raise fees. She rejected the comparisons done with nearby communities, saying Storey County was much higher than Lyon County and Carson City. She commented that because of the bad economy, she would decrease business license fees in order to encourage individuals to start new businesses here.

In an effort to see how these increases would place Storey County in relation to its neighbors, we researched the surrounding communities of Sparks, Reno, Fernley and Carson City. We made phone calls to these offices when unable to find answers on their websites. It was harder to compare Storey County's rates with Sparks and Reno as these cities use gross receipts to determine their business license fees. We were able to get one Virginia City small business owner to share last year's gross receipts so that we could do a comparison. This business currently pays \$115 per year for a Storey County business license, proposed fee will be \$118. Based on gross receipts, the fee for Sparks would be \$226.70, Reno would be \$652.25, Fernley at \$170, and finally Carson City at \$83.00. Sparks and Reno use gross receipts in addition to a square footage and an employee count. Fernley charges a flat rate plus employees, while Carson City uses a base fee, square footage and employee fee. Storey County uses a base fee plus a fee chart for employees and square footage, which are attached for review.

Certainly, no business enjoys an increase of any fees, especially in this economy. However, there are beneficial effects of the business license fee increase. The local "C Street" companies will no longer need to pay into a Chamber of Commerce or advertising co-op. The cost of some of these organizations can be up to \$100 per month. The average fee increase for a small business on C Street is only 2.54 percent (from \$115 to \$118 annually). This is far less than \$100 per month for an advertising co-op. The Chamber and Co-op fees previously collected were used to support the special events held in Storey County, mainly Virginia City. Costs incurred by these events include restroom facilities, parade coordination fees, banner fees, event coordinator fees, marketing, advertising, permit fees and miscellaneous event supplies. The increase in business license fees will cover the expenses incurred by these special events that were previously covered by the Chamber and Co-op fees. Virginia City businesses certainly benefit from the attendance of these special events.

Storey County
110 Toll Road ~ Gold Hill Divide
P O Box 526 ~ Virginia City NV 89440



Business License Dept
sbucchianeri@storeycounty.org
(775) 847-0966 ~ Fax (775) 847-0935

We are currently managing 931 business licenses in Storey County (853 in Community Development and 76 in the Sheriff's Office.) The Virginia City Tourism Commission has had several board meetings to try and come up with money that will no longer come from a Chamber or advertising co-op fee. It was suggested to possibly raise the business license fees enough to cover this otherwise provided expense, hence, this business license impact study. All businesses and residents would benefit from increased awareness of what Storey County has to offer. We have the best of two worlds to advertise – a world-famous, historic town for people to come and visit AND the largest industrial park in the world for business friendly seeking companies to come and start their new facilities.

Finally, the annual amount expected to be obtained from this rate increase is approximately \$35,811.00, which is an average increase of 13%. This amount is based on the current active licenses in the county. The total number of businesses is a fluid number, depending largely on how many "out-of-county" contractors come to the industrial park to work on construction projects there. Out-of-county business license fees will go up 35.5%, while out-of-county contractor fees will go up 16.7%. The largest business Storey County has (WalMart Distribution Center) will see an increase of 16.9% (from \$2,408.00 to \$2,910.00), while the small general businesses will be increased by 2.54% (from \$115.00 to \$118.00).

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA
COUNTY OF STOREY

NOTICE OF BUSINESS IMPACT STUDY

To any and all businesses located in or doing work in Storey County:

Please note that on March 5, 2013, at 2 p.m., there will be a hearing to address concerns raised with regard to an increase in business license fees. The proposed increase, to potentially take effect with the billing scheduled to go out the end of May/June 2013, for license dates beginning July 1, 2013, is an increase in business license fees anywhere from 2% to 50%, depending on the type of business license held, i.e., a typical business on C Street that was previously paying \$115 for a license, will now pay \$118; a typical mining business that was previously paying \$613 will now pay \$873.60; a typical out-of-county general license that was previously paying \$75 will be increased to \$120. This increase is still well below surrounding cities' business license fees. The majority of the fees raised will be used to support local special events and to promote Storey County.

If you would like to provide data or arguments to Storey County as to whether the proposed fee increase will either a) impose a direct and significant economic burden upon your business or b) directly restrict the formation, operation or expansion of a business, you may submit that information to the Storey County Business License office at P.O. Box 526, Virginia City, NV 89440, no later than end of business day February 25, 2013. You may also email questions to Stacey Bucchianeri at sbucchianeri@storeycounty.org or Dean Haymore at dhaymore@storeycounty.org or phone 775-847-0966. The old and new fee tables will be available for viewing on www.storeycounty.org - under News / Alerts! All of the information received will then be compiled into the business impact study and provided to the County Commissioners for its meeting on March 5, 2013.

Dates of Publication: February 8 and February 15, 2013

ANGELA R. MANN

Angela R. Mann

Being duly sworn, deposes and says that she is the EDITOR of the COMSTOCK CHRONICLE, a weekly newspaper, published in Virginia City, Storey County, Nevada, that she has charge of and knows the advertising appearing in the said newspaper, and the

Notice of Business Impact Study, Hearing on March 5, 2013, to address concerns regarding increase in Business License Fees for license dates beginning July 1, 2013; information to be forwarded to Storey County Commissioners

of which copy is hereunto attached, was first published in said newspaper in its issue dated

February 8, 2013

and was published in each of the following issues thereafter

February 15, 2013

the date of the last publication being in the issue of

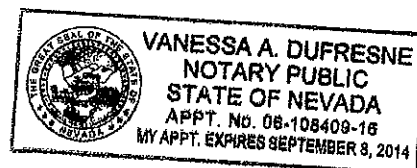
February 15, 2013

Subscribed and sworn to before me this, the

20 day of February, 2013

Vanessa Dufresne

Notary Public in and for the
County of Storey, State of Nevada





TOURISM & COMMUNITY SERVICES

PO BOX 920
VIRGINIA CITY, NEVADA 89440
Phone 775-847-7500
Fax 775-847-7507

Storey County Commission
26 South B Street
Virginia City, Nevada

ATTN: Bill Sjovangen, Chairman; Marshal McBride, Vice-Chairman and Commissioner Lance Gilman

RE: Special Event Funding

In light of today's ever changing economic uncertainty, special event(s) here in Virginia City have become a vital ingredient for the continued success of our business district. Over the last several years, a large majority of the hard costs associated in bringing these events to Virginia City have been covered by the Chamber of Commerce, Virginia City Co-Op or the Virginia City Merchants Association. As you are all well aware, these organizations no longer exist. Collectively, they were responsible for expenses including but not limited to sponsorships, banners on C Street, parades, portable restrooms, additional garbage pick up and most importantly a retainer for a professional event planner. These annual hard cost(s) averaged approx. \$25,000.

In November of 2012, the VCTC hosted a "special event" workshop to discuss the pros and cons of our 2012 event calendar, events for the 2013 calendar and suggestions going forward for funding the gap now left by the VC Merchants Association. Just over 40 business owners and concerned citizens attended the workshop at Pipers. The overwhelming suggestion for funding was to take a hard look at raising business license and or all fees associated with liquor.

Subsequently, County staff has had an opportunity to research the potential increase. Business licenses have not been increased since 1999. In comparison, we have also found that Storey County's fees are well below those of our neighboring counties.

With this input, as well as the support of several other business owners here in Virginia City and Gold Hill, the Virginia City Tourism Commission unanimously recommends that our Storey County Commissioners raise our current business and liquor license fees by 20%. We feel this across the board increase would be a fair and equitable way to reach our goal of approx. \$25,000. These monies would be strictly earmarked for the before mentioned hard costs associated with our signature events here in Virginia City.

Please let this correspondence serve as official notice that The Virginia City Tourism Commission has unanimously approved this recommendation at their board meeting on Thursday, February 14th, 2013.

Best Regards,

1/7/13

● Page 2

January 30, 2013

DENY DOTSON
TOURISM & COMMUNITY SERVICES DIRECTOR
Office: 775-847-7500 ddotson@storeycounty.org

Virginia City Tourism Commission Board Meeting

86 South C. Street - P.O. Box 920 - Virginia City, Nevada 89440

(775) 847-7500 Phone – (775) 847-7507 Fax

website - www.VisitVirginiaCityNV.com

email - VisitorInfo@StoreyCounty.org

Visitor's Center
86 South C Street
Virginia City, NV 89440

Date: December 13th, 2012
8:30 a.m.

➤ **CALL TO ORDER & ROLL CALL**

➤ **PUBLIC COMMENT:**

*Public comment will be allowed at the beginning and end of each meeting (this comment should be limited to matters **not** on the agenda) Public comment will be allowed after each item on the agenda (this comment should be limited to each agendaized topic).*

The Board Chair reserves the right to limit the time allotted for each individual to speak.

➤ **APPROVAL OF AGENDA FOR:** **DECEMBER 13TH, 2012**

➤ **APPROVAL OF MINUTES FROM:**

- NOVEMBER 1ST, 2012 (SPECIAL EVENT WORKSHOP)
- NOVEMBER 8TH, 2012 REGULAR MEETING

➤ **FINANCIAL(S) UPDATE:**

DENY DOTSON

- TRANSIENT ROOM TAX
- TOURISM TAX

***DISCUSSION/ POSSIBLE ACTION**

➤ **SUB COMMITTEE (SPECIAL EVENTS) UPDATE:**

DENY DOTSON

- EVENT FUNDING SOLUTIONS
- RFP FOR ORGANIZER / PROMOTER TO WORK WITH VCTC ON SIGNATURE EVENT(S)

***DISCUSSION/POSSIBLE ACTION**

➤ **2012 CAMEL RACES:**

DOUG MCQUIDE

***DISCUSSION/POSSIBLE ACTION**

➤ UPDATE: CHRISTMAS ON THE COMSTOCK

PATRICK GILMORE

***DISCUSSION/POSSIBLE ACTION**

➤ RESOLUTION 12-359

DENY DOTSON

*A resolution honoring Richard & Zoe Connell and the Comstock Creamery
And Catering Company as the 2012 annual Storey County Community Services
Award winner*

***DISCUSSION ONLY**

➤ SALE OR LEASE OF VCTC GOLF CART:

DENY DOTSON

***DISCUSSION/POSSIBLE ACTION**

➤ STAFF REPORTS & CORRESPONDENCE & FUTURE MEETINGS

**** JANUARY MEETING IS SCHEDULED TO BE HELD AT THE STOREY COUNTY COURT HOUSE****

***DISCUSSION ONLY**

➤ PUBLIC COMMENT

➤ ADJOURNMENT

(*) Denotes Possible Action Items

NOTICE: This notice is posted pursuant to NRS 241 at the Virginia City Post Office, Storey County Court House, Virginia City Firehouse and the Virginia City RV Park Market. Anyone interested may request personal notice of the meeting. Agenda items must be received by 5:00PM Thursday preceding the regular meeting. Items may not necessarily be heard in the order they appear. For placement, call the Director at 775-847-7500. Virginia City Tourism Commission recognizes the needs and civil rights of all persons regardless of race, color, religion, sex, disability, family status or origin. Notice to persons with disabilities: Members of the public who are disabled and require special assistance or accommodations at the meetings are requested to notify the Virginia City Tourism Commission office, in writing, at P.O. Box 920, Virginia City, Nevada 89440. Virginia City Tourism Commission has been advised by Nevada Attorney General's Office to limit public comment to three (3) minutes or less to minimize lengthy meetings.

Certificate of Posting

I, Cory Y Wood, Administrative Assistant for the Virginia City Tourism Commission, do hereby certify that I posted, or caused to be posted, a copy of this agenda at the following locations on or before October 8, 2012: Virginia City Post Office, Storey County Courthouse, Virginia City Fire Department and Virginia City RV Park.

By:

Cory Y Wood, Administrative Assistant

Virginia City Tourism Commission Board Meeting

86 South C. Street - P.O. Box 920 - Virginia City, Nevada 89440

(775) 847-7500 Phone – (775) 847-7507 Fax

website - www.VisitVirginiaCityNV.com

email - VisitorInfo@StoreyCounty.org

Comstock History Center
20 North E Street
Virginia City, NV 89440

Date: January 10th, 2013
8:30 a.m.

➤ **CALL TO ORDER & ROLL CALL**

➤ **PUBLIC COMMENT:**

*Public comment will be allowed at the beginning and end of each meeting (this comment should be limited to matters **not** on the agenda) Public comment will be allowed after each item on the agenda (this comment should be limited to each agenda item).*

The Board Chair reserves the right to limit the time allotted for each individual to speak.

➤ **APPOINTMENT OF OFFICERS:**

- CHAIR
- VICE CHAIR
- SECRETARY/TREASURER

***DISCUSSION/ POSSIBLE ACTION**

➤ **APPROVAL OF AGENDA FOR:** JANUARY 10TH, 2012

➤ **APPROVAL OF MINUTES FROM:**

- DECEMBER 13TH, 2012

➤ **FINANCIAL(S) UPDATE:**

- TRANSIENT ROOM TAX
- TOURISM TAX

DENY DOTSON

***DISCUSSION/ POSSIBLE ACTION**

➤ **SUB COMMITTEE (SPECIAL EVENTS) UPDATE:**

DENY DOTSON

- EVENT FUNDING SOLUTIONS
- RFP FOR ORGANIZER / PROMOTER TO WORK WITH VCTC ON SIGNATURE EVENT(S)

***DISCUSSION/POSSIBLE ACTION**

➤ RESOLUTION 13-365

DENY DOTSON

*A RESOLUTION OF THE VIRGINIA CITY TOURISM COMMISSION
TO ADOPT ALL STOREY COUNTY ADMINISTRATIVE POLICIES
AND PROCEDURES.*

***DISCUSSION/POSSIBLE ACTION**

➤ SALE OR LEASE OF VCTC GOLF CART TO BUDDY WRIGHT:

DENY DOTSON

***DISCUSSION/POSSIBLE ACTION**

➤ STAFF REPORTS & CORRESPONDENCE & FUTURE MEETINGS

*** FEBRUARY MEETING IS SCHEDULED TO BE HELD AT THE STOREY
COUNTY COURT HOUSE, 2 PM***

***DISCUSSION ONLY**

➤ PUBLIC COMMENT

➤ ADJOURNMENT

(*) Denotes Possible Action Items

NOTICE: This notice is posted pursuant to NRS 241 at the Virginia City Post Office, Storey County Court House, Virginia City Firehouse and the Virginia City RV Park Market. Anyone interested may request personal notice of the meeting. Agenda items must be received by 5:00PM Thursday preceding the regular meeting. Items may not necessarily be heard in the order they appear. For placement, call the Director at 775-847-7500. Virginia City Tourism Commission recognizes the needs and civil rights of all persons regardless of race, color, religion, sex, disability, family status or origin. Notice to persons with disabilities: Members of the public who are disabled and require special assistance or accommodations at the meetings are requested to notify the Virginia City Tourism Commission office, in writing, at P.O. Box 920, Virginia City, Nevada 89440. Virginia City Tourism Commission has been advised by Nevada Attorney General's Office to limit public comment to three (3) minutes or less to minimize lengthy meetings.

Certificate of Posting

I, Cory Y Wood, Administrative Assistant for the Virginia City Tourism Commission, do hereby certify that I posted, or caused to be posted, a copy of this agenda at the following locations on or before January 10th, 2012: Virginia City Post Office, Storey County Courthouse, Virginia City Fire Department and Virginia City RV Park.

By:

Cory Y Wood, Administrative Assistant

Virginia City Tourism Commission Board Meeting

SPECIAL EVENT WORKSHOP

86 South C. Street - P.O. Box 920 - Virginia City, Nevada 89440

(775) 847-7500 Phone -- (775) 847-7507 Fax

website - www.VisitVirginiaCityNV.com

email - VisitorInfo@StoreyCounty.org

Piper's Opera House
12 North B Street
Virginia City, NV 89440

Date: November 1, 2012
5:00 p.m.

➤ CALL TO ORDER & ROLL CALL

➤ PUBLIC COMMENT:

*Public comment will be allowed at the beginning and end of each meeting (this comment should be limited to matters not on the agenda) Public comment will be allowed after each item on the agenda (this comment should be limited to each agendaized topic).
The Board Chair reserves the right to limit the time allotted for each individual to speak.*

➤ SPECIAL EVENT DISCUSSION:

RON GALLAGHER

*DISCUSSION ONLY

➤ PUBLIC COMMENT

➤ ADJOURNMENT

(*) Denotes Possible Action Items

NOTICE: This notice is posted pursuant to NRS 241 at the Virginia City Post Office, Storey County Court House, Virginia City Firehouse and the Virginia City RV Park Market. Anyone interested may request personal notice of the meeting. Agenda items must be received by 5:00PM 7 business days preceding the regular meeting. Items may not necessarily be heard in the order they appear. For placement, call the Storey County Tourism Director at 775-847-7500. Virginia City Tourism Commission recognizes the needs and civil rights of all persons regardless of race, color, religion, sex, disability, family status or origin. Notice to persons with disabilities: Members of the public who are disabled and require special assistance or accommodations at the meetings are requested to notify the Virginia City Tourism Commission office, in writing, at P.O. Box 920, Virginia City, Nevada 89440. Virginia City Tourism Commission has been advised by Nevada Attorney General's Office to limit public comment to three (3) minutes or less to minimize lengthy meetings.

Certificate of Posting

I, Cory Y Wood, Administrative Assistant for the Virginia City Tourism Commission, do hereby certify that I posted, or caused to be posted, a copy of this agenda at the following locations on or before October 29, 2012: Virginia City Post Office, Storey County Courthouse, Virginia City Fire Department and Virginia City RV Park.

By:

Cory Y Wood, Administrative Assistant

VIRGINIA CITY TOURISM COMMISSION (VCTC)

MEETING MINUTES

Thursday, December 13, 2012, 8:30 a.m.

Visitor Center
86 South C Street
Virginia City, NV 89440

Call to Order: Ron Gallagher called the VCTC meeting to order at 8:33 a.m.

Roll Call:

Chairman: Ron Gallagher

Board Members: Leisa Findley - arrived 8:34
Doug McQuide
Angelo Petrini
Bill Sjovangen

Staff: Deny Dotson
Patrick Gilmore
Cory Wood

Public Comment: Robert Steiner introduced himself as the new General Manager for Silverland Inn & Suites.

Sharron Gegenheimer, Virginia City Living Legends (VCLL) reported the following:

- Participated in three FAMS in Virginia City last month
- Participated in a 23 minute radio interview
- Registered a new Living Legend Docent, Larry Ford
- Live TV interview on KOLO
- Attended Governor's conference on Tourism
- Governor Sandoval mentioned Virginia City's characters in costume make Virginia City come alive

Lance Gilman, Storey County Commissioner elect, announced he participated in the following interviews all of which he focused on Virginia City as a tourism destination:

- Fox News
- Geraldo
- 4 shows on CNBC
- CNN
- CBS Radio
- 5 National Radio Stations
- Loaded TV
- New York Times

Janet Houts, Mark Twain resident, requested a time table for when financials will be available for public review. R. Gallagher informed Houts her question would be addressed during the financial report.

Hugh Gallagher, Storey County Comptroller, stated the un-audited internal financial reports go to all department heads on a regular basis. He recommended there be no monthly financial discussion at the board meetings unless there is something specific for the board to discuss.

Approval of Agenda for December 13th, 2012: Dotson requested the agenda item, "Sale or Lease of VCTC Golf Cart" be removed from agenda. Sjovangen moved to approve the December 13th, 2012 agenda as amended. McQuide seconded, the motion passed unanimously.

Approval of Minutes for November 1st, 2012: McQuide moved to approve the Minutes for November 1st, 2012. Findley seconded, the motion passed unanimously.

Approval of Minutes for November 8th, 2012: Sjovangen moved to approve the Minutes for November 8th, 2012. Petrini seconded, the motion passed unanimously.

Financials Update: Dotson presented the board with a Room Tax report & a Tourism Tax report.

Dotson addressed Houts previous question regarding public access to VCTC financial reports. Dotson agreed with H. Gallagher, because the reports put out by the comptroller's office is un-audited and difficult to read, the agenda doesn't need to include a financial report on a monthly basis until a clearer report can be designed.

Dotson invited anyone interested in viewing financial statements/reports to make an appointment with himself or Hugh Gallagher.

McQuide added, because of the accounting software limitations, the un-audited reports produced do not give the numbers the board would like to see in a financial report. Until a monthly report can be created that everyone can understand, he's not concerned with not presenting a financial report to the board on a monthly basis.

Houts stated the financial report is the way of allowing the public to know how the tourism department is performing, and how the tax dollars are being spent.

R. Gallagher answered, until a simpler report is created, all are invited to make an appointment to view the financials.

Sub Committee (Special Events) Update: Dotson reported, he published a Request for Proposal for an event promoter. Interviews will be conducted on Tuesday December 18th, 2012, and Wednesday December 19th, 2012. Recommendations will be presented to the board at the January board meeting.

Dotson reported, the subcommittee agreed the best solution to event funding would be to present a recommendation to Storey County to raise business license fees to offset the cost of special events.

R. Gallagher requested the subcommittee to organize a letter for VCTC board approval before submitting to Storey County.

2012 Camel Races: McQuide reported he and R. Gallagher met with JOBO & Assoc. to discuss their request for reimbursement of Camel Race expenses incurred.

McQuide elaborated; there was an implied acknowledgement that JOBO & Assoc. was under the impression they were producing the 2012 Camel Races. There is no specific documentation of this effect; however there were specific and multiple conversations. As a sponsor of the Camel Races, McQuide had no doubt JOBO & Assoc. was producing the event.

H. Gallagher stated, if the VCTC board approves payment to the vendors directly, it is not necessary to request the vendors reissue the invoices in the VCTC name. Once he has copies of the invoices, he will contact the vendors directly to confirm the charges before authorizing payment.

McQuide moved to pay the vendors directly as determined by the invoices in the amount of \$5,112.38, and to reimburse JOBO & Assoc. for their expenses in the amount of \$790.00. Petrini seconded, the motion passed unanimously.

McQuide moved to compensate JOBO & Assoc. for services rendered in the amount of \$2150.00. Sjovangen seconded, the motion passed unanimously.

Update Christmas on the Comstock: Gilmore presented the board with an updated Christmas on the Comstock budget.

Gilmore reported there are a couple of expenses, and revenue deposits not on the report, as they came in after the report was posted for the meeting.

Gilmore reported the total cost out of pocket for producing the Christmas Ball and Concert came to \$480.00

Gilmore reported the updated budget will be posted to the website for public review.

Resolution 12-359: Dotson reported a resolution honoring Richard & Zoe Connell and the Comstock Creamery and Catering Co. as the 2012 annual Storey County Community Services award winner.

R. Gallagher requested January's agenda to include an action item to recognize Ron James for his efforts in Virginia City's historical preservation.

~~Sale of VCTC Golf Cart:~~

Staff Reports & Correspondence & Future Meetings:

Dotson played the RSCVA marketing video for the board. He credited the segment of Virginia City to the VCTC's membership with the Regional Marketing Committee, and to the relationship the VCTC has with the RSCVA.

Wood presented:

- RKPR Reports:
 - Facebook, Twitter & YouTube stats
 - Virginia City Monthly Clip Reports
 - Executive News Summary Report
- A Virginia City story written in the Southwest Airlines in flight magazine
- A story in the Northern Nevada Business Weekly about the RFP that was posted for the Virginia City special event promoter

Gilmore:

- It is estimated there will be 112,000 bowlers in Reno for 2013. The VCTC has already secured an ad in the bowler's coupon book for 2013. Gilmore passed out contact information for anyone interested in purchasing ad space for the bowlers marketing materials.

Dotson:

- VCTC was awarded the Mobil App Grant from Nevada Commission on Tourism
- The prototype is available to view on Dotson's cell phone
- The special event calendar, first run, is complete and ready to print
- Event rack cards will be available soon
- Updates to the event rack cards will be made on the second run
- The Storey County Christmas party is tonight at 5 p.m.
- RKPR/Social Media Workshop scheduled for January 31st open to all Virginia City merchants, details for the meeting will be posted on website

Public Comment:

Petrini recognized both Storey County Commissioners elect; Lance Gilman and Marshall McBride.

Brandi Lee, Virginia City resident, requested VCTC get started on the events that are only 90 days away. Gilmore informed Lee they are being worked on.

Dotson asked Lee if she would be available for consultation, she agreed.

Jack Eaves, Comstock Civil War Reenactors, reported the VCTC website is very useful, and he appreciates the board meeting materials available for download.

Adjournment: 9:57 a.m.

December 13, 2012

(cyw)

**VIRGINIA CITY TOURISM COMMISSION (VCTC)
SPECIAL EVENT WORKSHOP
MEETING MINUTES**

Thursday, November 1, 2012, 5:00 p.m.

**Piper's Opera House
12 North B Street
Virginia City, NV 89440**

Call to Order: Ron Gallagher called the VCTC meeting to order at 5:02 p.m.

Roll Call:

Chairman: Ron Gallagher

Board Members: Leisa Findley
Doug McQuide
Bill Sjovangen
Angelo Petrini arrived 5:16 p.m.

Staff: Deny Dotson
Patrick Gilmore
Cory Wood

Public in Attendance:

1. Doug Gist, Silver State National Peace Officers Museum
2. Judy Gallagher, spectator
3. Allyson Freedland, RKPR
4. Jack Eaves, Comstock Civil War Reenactors
5. Izabella Eaves, Comstock Civil War Reenactors
6. Rita Wheeler, Saint Mary's Art & Retreat Center
7. Mimi Patrick, Saint Mary's Art & Retreat Center, and Historic Fourth Ward School
8. Neil Horning, Liquid Blue Events
9. Brandi Lee, Balls & Camels
10. Jess Horning, Liquid Blue Events
11. Janet Houts, Mark Twain resident
12. Angela Mann, Comstock Chronicle
13. Marshall McBride, Bucket of Blood Saloon
14. Thomas Gray, Virginia & Truckee Railroad
15. Linda DelCarlo, Gifted Cowboy
16. Carolyn Eichen, The B Street House Bed & Breakfast
17. Chris Eichen, The B Street House Bed & Breakfast
18. Gary Teel, TNT Stagelines
19. Nancy Teel, TNT Stagelines
20. Karen Woodmansee, VC News, VC Coffee House & Parade Organizer
21. Jennifer Millsap-Barnes, TRI
22. Zach Barnes, TRI
23. Lance Gillman, TRI
24. Mark Joseph Phillips, Virginia City resident

25. J. Brandon, American Sahara, Inc.
26. Chris Kiechler, Chollar Mine
27. Penny Kiechler, Chollar Mine
28. Loren Pursel, Red Dog Saloon
29. Kurtis Lindsey, Red's Old Fashioned Candies
30. Summer Lindsey, Red's Old Fashioned Candies
31. Debbie Lewis, Comstock Antiques & Treasures
32. Dick (?) Lewis, Comstock Antiques & Treasures
33. Tami Migan, Old Corner Bar
34. Susan Lewis, Sundance Gifts

Public Comment: None

Introduction: R. Gallagher introduced himself as the Chairman of the VCTC Board of Directors, and facilitator of this special event workshop.

Gallagher announced the goal of this meeting is to collect as much information as possible from the 2012 events in order to have a better 2013.

Dotson announced the VCTC sent out 75 surveys to local merchants requesting feedback on each event, the overall event calendar, and event funding ideas.

15 surveys were returned and copies of the results are available for public review.

The idea for the survey is to find out what worked and what didn't.

Special Events

Open discussion/and or suggested items:

- The events need to be worked on early
- An event coordinator or organizer needs to work under the director of tourism
- Closing C Street is a big mistake...a bad idea. Tourists are concerned when they can't get through
- C Street closure is a good idea, but recommended putting booths down the middle of the street instead of along the boardwalks
- Saint Mary's Art & Retreat Center (SMARC) is always left out. Proposes, during events such as the Chili Cook-off, to organize it in a manner that venues off C Street can also participate. Perhaps something similar to a Poker Run where the participant must get a stamp to show they participated at each venue
 - The transportation issue is in the process of being worked on to assist getting visitors off C Street
 - Golf Cart Transportation is useless if there are C Street restrictions
- Grand Prix motorcycle event needs to route in a way it doesn't block access to SMARC
- During some of the larger events when streets are closed, visitors need clear direction to off C Street attractions. i.e. Banners on the barricades directing them to the attractions
- Battle Born Car show brought in undesirable people. Dotson agreed, and assured it won't happen again
- Outside food vendors hurt local business

Overall Event Calendar: Dotson asked for feedback on the overall event calendar.

Open discussion/and or suggested items:

- Good overall Calendar
- Would like to see the BMX event go away

- Need additional food events in October
- Some special events are good for Virginia City as a whole, but don't benefit individual venues. Expanding a food event to off C Street venues would be good
- The Preservation Weekend event is underutilized. Should use this event to capitalize on Virginia City's History
- Virginia City merchants should make sure their staff is educated on Virginia City's history
- Virginia City should be capitalizing on the history. Mark Twain, John Mackay, the connection to San Francisco. This could benefit the town
- Most visitors to Virginia City are from Northern Nevada; need to get more from California
- Virginia City should be the Halloween capitol of the world

Parades: Dotson asked for feedback on the Parades

Open discussion/and or suggested items:

- The parades bring people to town
- During some of the events the museums suffer, however other businesses do well.
- We need events that will let people know we are here. We need more events in the beginning of summer and at the end of summer
- Virginia City needs events that are going to get people to stay the night
- Virginia City must give the consumers what they want, like a Wild West town, or shoot out
- History doesn't have to be boring
- The real truth of the history is incredible
- Employees of merchants need to be polite, friendly and history educated
- Virginia City is a fantastic venue for weddings
- Virginia City needs a night life. Closing up at 5 p.m. is hurting tourism
- Consider events that will work with businesses that will stay open later or events that run for two days to give businesses a reason to stay open later
- For some businesses, it's hard to afford staying open later
- Virginia City merchants need to unite and work together, cooperate with each other
- Virginia City needs to promote the Virginia & Truckee ride from Carson City to Virginia City for overnight stays. Thomas Gray reported, passengers can ride the deadhead on Friday to Virginia City, and the deadhead back to Carson City on Sunday
 - Dotson reported, due to political issues this hasn't been pursued
- More ghost tours, more pub crawls
- Virginia City needs to sell its authenticity
- Need to try new events. The Cannon Shoot brought people to town

2013 Ideas: Dotson asked for ideas for 2013 events

Open discussion/and or suggested items:

- Virginia City needs a catchy slogan
- Need to consider Virginia City Mining Days again. Mucker contest, drilling contest, etc.
 - Dotson, new events are a great idea, but we need people to step up and coordinate the events
 - VC Mining Days event in the same category as the Cannon Shoot

- VCTC Staff believes Virginia City's Facebook postings were the reason for the increased attendance to the Camel Races this year. Virginia City's Facebook had a 500% increase since RKPR took over
- Haunted Film Festival
- Concerts, like the Yerington "A night in the Country" concert
- Rodeo, Bulls & Clowns
- Kids Rodeo
- A 4 or 5 day Apple Festival

Event Funding: Dotson asked for ideas on how to fund events with the Chamber of Commerce, Ad Co-Op and the VC Merchants Association gone. The expenses associated with past events cost up to \$25,000 a year. Those associations helped pay for:

- Parade coordinator fees
- Sponsorships
- Porta Potties
- Street Banner installation fees
- Garbage Service
- Advertising

Open discussion/and or suggested items:

- Recycling
- Business License fees increase. With fee based on number of employees
- Membership/dues to run through the tourism office.
- Gallagher- The volunteer participation is difficult. Some merchants ride the coat tails of those that pay their dues. Need event funding without giving them an option
- Dotson- Paid parking- all high tech, no employees needed
 - Made \$5,000 for parking during Camel Races, great revenue source.
 - If Virginia City charges for parking on C Street, need to make sure we supply transportation to those that chose the free parking on the lower streets.
 - Consider the Historical integrity with parking meters.
- Higher fees for Special Event applications

Public Comment:

- The high school games are an untapped resource for advertising events and lodging
- Virginia City needs to put a "Street Barker" in costume with a 10 – 15 minute talk to let people know what there is to do in town
- Petrini thanked Dotson for his efforts in putting this forum together
- Gallagher invited everyone to give feedback, good or bad to the board members or tourism director

Adjournment: 6:48 p.m.
November 1, 2012
(cyw)

**VIRGINIA CITY TOURISM COMMISSION (VCTC)
MEETING MINUTES**

Thursday, November 8, 2012, 8:30 a.m.

**Tahoe House Hotel
162 South C Street
Virginia City, NV 89440**

Call to Order: Ron Gallagher called the VCTC meeting to order at 8:31 a.m.

Roll Call:

Chairman: Ron Gallagher
Board Members: Leisa Findley
Doug McQuide
Angelo Petrini
Bill Sjovangen

Staff: Deny Dotson
Patrick Gilmore
Cory Wood

Public Comment:

- Janet Houts, Mark Twain/Storey County resident:
 - Requested status on the request from JOBO, Inc for financial reimbursement for their expenses in the Camel Races. R. Gallagher explained the request is in dispute. JOBO is aware of an appeal process, and Gallagher is not aware if JOBO has filed an appeal or not. Gallagher anticipates the matter will be resolved in a month or so.
 - Houts asked if there is a Virginia City Chamber of Commerce, and if there is, is the VCTC a member? R. Gallagher answered; there used to be a Chamber, an Ad Co-Op, and a marketing group; however there isn't anything that resembles it at the present time. VCTC is not considered part of the Chamber.
- Judy Cohen, Virginia City business owner:
 - Shared, she was present at the meeting when the VCCTA authorized JOBO, Inc to promote the 2012 Camel Races, and believes their request for reimbursement should be met.

Dotson replied, to his knowledge there was never a contract made with JOBO and the VCCTA for promotion of the Camel Race event.

- Sharron Gegenheimer, Living Legends manager:
 - The Travel Channel series "Mysteries at the Museum" will air the segment filmed in Virginia City on January 10th. She shared a thank you letter from the producers.
 - Shared photos from the Tajikistan group.
 - Shared photos and thank you letter from the Bentley Group.
 - Shared photos and reported on the Governor's Banquet.

- Reported on the Nevada Day Parade, shared photos, and a plaque awarded to the Living Legends. 44 Living Legends attended. Thanked Doc Durden and Maureen Hepner for their help in the Nevada Day Parade and Governor's Banquet.
- Doc Durden, Virginia City Living Legend:
 - Presented the board with the 2nd place award that was presented to the Living Legends at the Reno Rodeo. Requested, that it be displayed at the visitor center.

Approval of Agenda for November 8, 2012: Petrini moved to approve the November 8, 2012 agenda. Sjovangen seconded, the motion passed unanimously.

Approval of Minutes for October 11, 2012: Mark Joseph Phillips, Storey County resident, brought to the attention of the board, the minutes of October 11, 2012 recorded under Financials Update, "Hugh Gallagher, Storey County Comptroller, presented the board with the un-audited financial statement dated 9/30/12". Phillips requested before the minutes of October 11, 2012 are approved, the record to reflect the un-audited financial statement dated 9/30/12 is unavailable at this time for public review.

Hugh Gallagher reported he had presented the board with an un-audited statement reflecting three months ending September 30, 2012 that was not included in the board packet. Dotson explained if the statement can be located it will be made available to the public, if not it will be struck from the minutes.

Janet Houts reported this financial statement dated September 30, 2012 has not been included in the board packets posted on the website for public access.

McQuide moved to approve the minutes of October 11, 2012 as amended. Sjovangen seconded the motion passed unanimously.

Financials Update: Hugh Gallagher, Storey County Comptroller, reported he had no reports for the board this month.

Dotson presented the board with a financial statement reflecting current date budget, expenses and revenues. The statement reflects the balance transfers of the Bank of America, VCCTA accounts. Dotson explained how to read the statement printed from the Storey County AS400 accounting system.

H. Gallagher reported, in order to get an ending fund balance, the Bank of America Transfers were entered in as revenue.

Houts recommended the board educate the public in how to read the financial statements.

Cohen stated the VCTC is trying to use a government accounting system that it is not set up for a profitable business and will always have trouble with creating a clear financial statement for this reason.

Phillips asked if the VCTC fund number 230 on the financial statement is referring to the special revenue fund mentioned in Storey County Code Ordinance No. 12-240.

H. Gallagher confirmed that is correct.

Phillips requested clarification on the fund number 175 set up for the Fair and Recreation Board. H. Gallagher explained the Fair and Recreation Board fund number 175 is used for certain items from the state like the ¼% tax. The funds are then transferred over to the VCTC fund number 230.

Gunther Prosser, Storey County resident requested confirmation, the state deposits to fund number 175, then Storey County transfers to fund number 230. H. Gallagher confirmed that is correct.

Houts requested clarification on the financials for special events account number 34113-205, Camel Races. It shows on the financial report with revenue of \$81,561, but in the Camel Race report, Dotson reported revenue of \$90,490. Why is there a difference?

Dotson replied there were deposits made into the special events fund by mistake. Wood has made preparations to correct the mistakes.

Houts requested an explanation of the marketing advertising budget showing it's over budget. Dotson explained the line items for advertising aren't clearly broken down. Object number 53060-400 budget for 4 months is \$20,000, and we've only spent \$8,200.

McQuide explained into further detail, the bulk of that is, the Camel Races advertising expense. Once the accounts are labeled more accurately, it will clear up the confusion. The original \$2,500 budget for Camel Races was for advertising only, and did not reflect the \$91,000 actual cost of producing the Camel Races.

McQuide moved to approve the financials. Sjovangen seconded, the motion passed unanimously.

Special Events: R. Gallagher reported the VCTC will be looking at event funding solutions, and put out an RFP for an event promoter for Virginia City's signature events. Dotson reported the Special Event Workshop held on November 1, 2012 was successful and he thanked the public for answering the survey and attending the workshop.

R. Gallagher appointed a short term committee to work with Dotson. The committee will be responsible for putting together an RFP for an event promoter for the signature events, provide Dotson with recommendations as a result of the work shop held November 1st, possibly holding meetings for funding solutions for the events, and reporting back to the board at the December 13th meeting. The committee consists of Bill Sjovangen, Angelo Petrini, Pat Whitten and Deny Dotson.

Approval/Support of Changes to Storey County Code Ordinance No. 12-240/Transient Lodging Tax: Dotson reported the district attorney clarified the paragraph referring to comped rooms; they will be taxed 10% of what they are sold for.

Findley requested clarification for which category a Bed & Breakfast would fall under, Hotel or Motel. It was agreed a Bed & Breakfast would be classified as a Motel.

Houts, referring to section 3.60.050 Business License Required, asked if paragraph C, includes a license for liquor? Dotson replied, what that sections states is, if the property is delinquent or in

arrears with their lodging tax, the VCTC reports to the department that handles their business license, and they will not reissue the business license until their tax is paid in full.

Houts, referring to section 3.60.040, Applicable State Provision Incorporated, asked if this paragraph is stating NRS 244 and 244A are going to be amended. R. Gallagher replied, "We are not changing the NRS".

Phillips referring to section 3.60.050, Business License Required, stated in his research he cannot find where the county commissioners have approved the alleged business license form referred to in this paragraph. Phillips requested the county commissioners coming into office in January 2013, to clarify and approve the referred to business license form.

Cohen asked who issues the business license. Dotson replied, it depends on the type of business. If liquor is involved, it is the Sheriff department. If no liquor is involved, it is the Community Development department.

Sjovangen moved to approve the Storey County Code Ordinance No. 12-240/Transient Lodging Tax. McQuide seconded, the motion passed unanimously.

Update Christmas on the Comstock: Gilmore presented the board with a simplified Christmas on the Comstock event budget.

The school is promoting the Breakfast with Santa event and will keep the proceeds. Gilmore continued that he is estimating the budget with low concert ticket sales compared to last year's numbers.

Dotson stated the \$2500 budgeted for Christmas advertising is being spent with RKPR.

Cohen asked if last year's Christmas event was backed up with invoices for NV Shows expenses.

Dotson replied he is not aware of any receipts presented to the board, but moving forward would like to take the advertising money budgeted for events and doing the ad buys himself.

McQuide moved to approve the Christmas on the Comstock budget. Findley seconded, the motion passed unanimously.

Sale of VCTC Golf Cart: Dotson presented the board with a Lease/Option to buy contract for the VCTC golf cart. Buddy Wright reported he's almost completed his due diligence obligations on the cart. Wright didn't accept the contract as written. Wright will use his personal cart for the holidays until the VCTC cart contract is approved.

Houts requested clarification on whether or not Storey County can lease out its assets without the treasurer's approval. Dotson stated the RSCVA leases its assets on a regular basis.

Sjovangen motioned to continue the Sale of the VCTC Golf Cart to the December meeting. Petrini seconded, motion passed unanimously.

Staff Reports/Correspondence & Future Meetings:

Wood presented:

- RKPR Reports:
 - Facebook, Twitter & YouTube stats
 - Virginia City Monthly Clip Reports

- Executive News Summary Report
- A Virginia City story written in the L.A. Times
- A Virginia City story in America's Hideaways published on the internet
- A thank you note with photos
- A thank you note from the Roaming Angels

Dotson:

- Pointed out the value of the L.A. Times story in the Clip report
- Reported the Visitor Guide is going to print this week.

Gilmore:

- Need volunteers to take down the Vet Banners and put up Christmas wreaths

Public Comment:

- Gegenheimer announced the elections of the Storey County Commissioners received attention on the National Public Radio station
- Lance Gillman, Storey County Commissioner, elect:
 - Has been contacted by USA Today for an interview after being elected for Storey County Commissioner. Requested feedback from the public on whether or not he should consent to interviews. Gillman made it clear he is not looking for publicity, but believes it could benefit Storey County, and Virginia City
 - Angela Mann, Comstock Chronicle editor, the media is going to come anyway, it should be managed.
 - Petrini, Virginia City should be the main focus in interviews
 - R. Gallagher, the consensus would be Lance Gillman can handle media, go forward with the interviews
 - Prosser, the media attention should be on everything Storey County has to offer, not just Virginia City.
 - Reminded the board of the New Year's Eve party at Piper's Opera House. Ticket sales are up for Storey County residents first. In need of silent auction items. All proceeds go to Storey County School District
- Cohen, requested the board to consider the golf cart/transportation issue a vital subject for Virginia City
- Brandi Lee, Virginia City resident, announced she has been invited to do an interview with Nevada Magazine for the Mountain Oyster Fry

Adjournment: 9:59 a.m.

November 8, 2012

(cyw)

Fwd: Business Impact Study.

Dean Haymore

Sent: Monday, February 25, 2013 7:21 AM

To: Stacey Bucchianeri

Sent from my iPhone

Begin forwarded message:

From: SANDIE BUIE <sandiebuie@att.net>
Date: February 24, 2013, 10:50:30 AM PST
To: <dhaymore@storeycounty.org>
Subject: Business Impact Study.

Hi Dean: How's the family. Missed seeing everyone this year.

Here is John's and my opinion on raising the business license fee.

Please tell the county to cut the bologna out. Just raise us \$10.00 across the board. This is fair.

Then remind the complainers it has not been that long that our business licenses' fees were lowered. When Ron Weeks had the gas station didn't he have to have 11 county licenses? (Something like that?) Our store had three licenses'. One for just the disposable cameras, one for the T.Shirts, and the third for general merchandise. So raise us \$10.00 across the board. Tell the whiners where to get off the train.

Thanks - John and Sandie Sweetwater.

RECEIVED

FEB 25 2013

STOREY COUNTY
COMMUNITY DEVELOPMENT
BUSINESS LICENSE DIVISION

BUSINESS LICENSE FEE IMPACT STUDY

Janet [houts238@gmail.com]

Sent: Saturday, February 23, 2013 2:46 PM

To: Stacey Bucchianeri; Dean Haymore

Cc: Bill Maddox; Bill Sjovangen; Marshall McBride; Lance Gilman; Ron Gallagher [ronandjudygvc@att.net]

I spoke with Commissioner Bill Sjovangen about the business license fee and the purpose of the fund to allocate to the usage. As Commissioner Sjovangen explained the business license fees increase because the tourism needs the fund. That is not a valid reason.

In the meeting, you mention the business license fee has not been increase since 1999 and Ms Stacey Bucchianeri done a feasibility study of the license increase. In addition, you mentioned, the business license fee in Reno derived from gross revenue that is much higher compare to our county after the increase of 20%. I disagree and reject the increment and my reason as follows:

1. Tourism should not be the basis to increase the business license because only 10% of business operation (only Virginia City business operation) benefit in tourism. While 90 % the individuals and corporations do not benefit from the tourism.
2. In my research, Lyon and Carson City business license fee are less than \$100. The application fee \$25 compare to our current fee \$100 (before 20% increase).
3. Since the economy still bad, a suggestion of decreasing the business license fee would encourage. It will promote individuals (take small risk of loss especially the startup business) and companies to start or invest business in Storey County.

Regards
Janet

--

Janet Houts

RECEIVED

FEB 25 2013

STOREY COUNTY
COMMUNITY DEVELOPMENT
BUSINESS LICENSE DIVISION

Old Fees - Business Lic.

Storey County Community Development
P O Box 526 ~ Virginia City NV 89440 ~ (775) 847-0966

Business License

Business Name: _____ Acct Number: _____

Phone: (_____) _____ - _____ License Dates: _____ to _____

Annual License Type: _____ Fee \$ _____

Annual License Type: _____ Fee \$ _____

**** In County ONLY:**

If NOT Exempt
Calculate Employees, Footage and Units

**** Employees:** _____

Fee \$ _____

**** Square Feet:** _____

Fee \$ _____

**** Commercial Units:** _____

Fee \$ _____

ANNUAL / Renewable TOTAL: \$ _____

ANNUAL FEE

- \$ 700.00 - Fortunetelling, Palmistry
- \$ 75.00 - General - (Businesses located in Storey County)
(Requires Building + Fire & Life Safety Inspections)
- \$ 100.00 - Home Business (Exempt from Calculations)
(Located in Storey County / Home Occupation Sheet)
- \$ 100.00 - Contractors, Professionals
(Copy of NV License or if NOT, Professional License)
- \$ 135.00 - Massage/Therapeutic Services
(Need proof-schooling)
- \$ 475.00 - Mining, Excavation, Earth-Moving/Processing
- \$.00 - Non-Profit - Proof of 501.c(x) Status
- \$ 75.00 - Out of County (Except Contractor)
- \$ 250.00 - Pawn - (+100.00 if accept Motor Vehicle)
- \$ 475.00 - Subdivision - Sales (Commercial)
- \$ 100.00 - Transportation - Companies

**FOR: Alarms, Child Care, Escort, Gaming, Liquor,
Prostitution, Solicitation (Door to Door) and Utilities**

**MAKE APPLICATION with the SHERIFF's Business Office
P O Box 498 - Virginia City NV 89440 - (775) 847-0959**

For businesses located In-County ONLY - Include:

**** Employees** - (includes persons engaged in the business
i.e., Partners or Co-Owners, etc.)

1 to 5	\$ 25.00
5 to 10	\$ 40.00
11 to 25	\$ 75.00
26 to 50	\$ 125.00

Over 50 = \$ 125.00 + \$ 2.00 for each additional employee

EXEMPT - Brothels, Cabaret, Fortunetelling, Special Events,
Independent Contractors, Home Occupation, Out-of-County.

**** Square Feet** (Building or Site)

1 to 1,999	\$ 15.00
2,000 to 2,999	\$ 31.00
3,000 to 4,999	\$ 63.00
5,000 to 7,499	\$ 94.00
7,500 to 9,999	\$ 125.00
10,000 to 24,999	\$ 188.00
25,000 to 99,999	\$ 250.00
100,000 to 499,999	\$ 500.00
500,000 +	\$ 1,000.00

EXEMPT - Brothels, Cabaret, Fortunetelling, Special Events,
Independent Contractors, Home Occupation, Out-of-County.

**** Units** - Commercial ONLY

\$ 2.00 Per unit fee for apartments, storage units, RV & MH
spaces, pay-parking lot spaces. Must also have a General
License.

EXEMPT - the rental of three (3) or less Residential Units

Handing out FLYERS on the street is prohibited by Storey County Code - Must go to County Commissioners.

HANDYMAN: Must charge hourly rate; Shall Not Bid Jobs without a Contractor's License or Charge for Materials; NO Structural Framing; NO Electrical; NO Plumbing; NO Mechanical and NO Commercial Construction. NO work can be done that is a violation of NRS Chapter 624.

Quarters to Pay: _____ \$ _____

One-Time APPLICATION Fee: \$ 100.00

TOTAL payable to Storey County Business License with APPLICATION: \$ _____

New Fees - Business License (General)

Storey County Community Development
P O Box 526 ~ Virginia City NV 89440 ~ (775) 847-0966

Business License

Business Name: _____ Acct Number: _____

Phone: (_____) _____ - _____ License Dates: _____ to _____

Annual License Type: _____ Fee \$ _____

Annual License Type: _____ Fee \$ _____

**** In County ONLY:**
If NOT Exempt
Calculate Employees, Footage and Units

**** Employees:** _____ Fee \$ _____

**** Square Feet:** _____ Fee \$ _____

**** Commercial Units:** _____ Fee \$ _____

ANNUAL / Renewable TOTAL: \$ _____

ANNUAL FEE

- \$ 120.00 - Fortunetelling, Palmistry
- \$ 120.00 - Invasive Body Decoration Estab. (TRI Only)
- \$ 100.00 - General - (Businesses located in Storey County)
(Requires Building + Fire & Life Safety Inspections)
- \$ 120.00 - Home Business (Exempt from Calculations)
(Located in Storey County / Home Occupation Sheet)
- \$ 120.00 - Contractors, Professionals
(Copy of NV License or if NOT, Professional License)
- \$ 120.00 - Massage/Therapeutic Services
(Need proof-schooling)
- \$ 750.00 - Mining, Excavation, Earth-Moving/Processing
- \$ 0.00 - Non-Profit - Proof of 501.c(x) Status (filing fee)
- \$ 120.00 - Out-of-County (plus employees)
- \$ 300.00 - Pawn - (+100.00 if accept Motor Vehicle)
- \$ 570.00 - Subdivision - Sales (Commercial)
- \$ 250.00 - Transportation - Companies (plus acreage)

**FOR: Alarms, Child Care, Escort, Gaming, Liquor,
Prostitution, Solicitation (Door to Door) and Utilities**

**MAKE APPLICATION with the Sheriff's Business Office
PO Box 498 ~ Virginia City NV 89440 ~ (775) 847-0959**

For businesses located In-County - Include:

**** Employees** - (includes persons engaged in the business
i.e., Partners or Co-Owners, etc.)

1 to 5	no charge
5 to 10	\$ 30.00
11 to 25	\$ 48.00
26 to 50	\$ 90.00
51 to 75	\$ 150.00

Over 75 = \$ 150.00 + \$ 2.50 for each additional employee

EXEMPT - Brothels, Cabaret, Fortunetelling, Special Events,
Independent Contractors, Home Occupation, Out-of-County.

**** Square Feet** (Building or Site)

1 to 1,999	\$ 18.00
2,000 to 2,999	\$ 37.20
3,000 to 4,999	\$ 75.60
5,000 to 7,499	\$ 112.80
7,500 to 9,999	\$ 150.00
10,000 to 24,999	\$ 225.60
25,000 to 99,999	\$ 300.00
100,000 to 499,999	\$ 600.00
500,000 +	\$ 1,200.00

EXEMPT - Brothels, Cabaret, Fortunetelling, Special Events,
Independent Contractors, Home Occupation, Out-of-County.

**** Units - Commercial ONLY**

\$ 2.50 Per unit fee for apartments, storage units, RV & MH
spaces, pay-parking lot spaces. Must also have a General
License.

EXEMPT - the rental of four (4) or less Residential Units

Any application submitted between April 1 and June 30 of any year must be charged the last quarter plus the following year. The fee will be calculated at the yearly fee plus a one-quarter proration fee in all categories, including square footage and employee fees.

Handing out FLYERS on the street is prohibited by Storey County Code - Must go to County Commissioners.

The first two (in-county) safety inspections are at no additional charge. IF the Building Inspector/Fire Inspector have to make a third trip to the new business to do a third inspection because of code violations, a special inspection fee of \$50/hour will be charged.

HANDYMAN: Must charge hourly rate; Shall Not Bid Jobs without a Contractor's License or Charge for Materials; NO Structural Framing; NO Electrical; NO Plumbing; NO Mechanical and NO Commercial Construction. NO work can be done that is a violation of NRS Chapter 624.

Quarters to Pay: _____ \$ _____

One-Time APPLICATION Fee: \$ 120.00

TOTAL payable to Storey County Business License with APPLICATION: \$ _____

Old Fees - Sheriff Business Lic.
STOREY COUNTY BUSINESS LICENSE FEE WORKSHEET

Business Name: _____ **Acct. Number** _____

License Dates: _____ to _____

Annual License Type _____ **Fee \$** _____

Annual License Type _____ **Fee \$** _____

Employees: _____ **Fee \$** _____

Square Feet: _____ **Fee \$** _____

Number of Units: _____ **Fee \$** _____

Quarterly License Type _____ **Fee \$** _____

Investigation Fee _____ **Fee \$** _____

Quarters to Pay upon application: _____ **Pro-rated Fees** _____
No. Qtrs.

Application Fee \$ \$ 100.00

GRAND TOTAL \$ _____

To Calculate a License:
Determine the Category (Multiple Categories May Apply)

Any application submitted between April 1 and December 30 of any year must be charged the last quarter plus the following year. The fee will be calculated at the yearly fee plus a one-quarter proration fee in all categories, including square footage and employee fees.

ANNUAL FEE

\$ 150.00	Cabaret & live Entertainment
\$ 250.00	Escort (Must hold Brothel License)
\$ 700.00	Fortunetelling, Palmistry (Only 1-per 5000 population allowed)
\$ 3,000.00	Brothel investigation fee per owner, manager or agent
\$ 1,000.00	Liquor Investigation Fee Primary Owner + 500.00 each additional person added to Liquor License
\$ 100.00	Liquor, Off Sale (For Stores)
\$ 500.00	Liquor, On Sale (Valid also for Off-Sale Bar's)
\$ 50.00	Liquor-Service Bar-Each
\$ 135.00	Massage/Therapeutic Services (Need proof-schooling)
\$ 0	Non-Profit-proof of 501.c(x) Status (hand type license)
\$ 100.00	Home Occupation (Business conducted in Residence - No foot traffic)
\$ 75.00	General License (Business conducted in Commercial Building or home with foot traffic)
\$ 75.00	Out of County (Business where the actual business operations are not located within Storey County)

Square Footage		Employees		FOR ADDITIONAL SQ. FT OR EMPLOYEES SEE STOREY COUNTY CODE 5.04.220 & 230
0-1999	15.00	1-5	25.00	
2000-2999	31.00	6-10	40.00	
3000-4999	63.00	11-25	75.00	
5000-7499	94.00	26-50	125.00	

Commercial Units: \$2.00 per unit for apartments (4 or more), storage units 1-4, RV 7 MH spaces, Pay parking lot spaces.

QUARTERLY FEES

\$ 10.00 Alarms-per each alarm
\$ 30.00 Gaming-per machine (Need State Gaming License)
\$ 150.00 Gaming Table- per table (Need State Gaming License)
\$ 18,750.00 Brothel
\$ % Gross Utilities Companies

New Fees - Sheriff Business License

Storey County Sheriff's Office

P.O. Box 498 ~ Virginia City NV 89440 ~ (775) 847-0966

Business License

Business Name: _____ Acct Number: _____

Phone: (_____) _____ - _____ License Dates: _____ to _____

Annual License Type: _____ Fee \$ _____

Annual License Type: _____ Fee \$ _____

Quarterly License Type: _____ Fee \$ _____

Investigation Fee: _____ Fee \$ _____

** In County ONLY:

If NOT Exempt
Calculate Employees, Footage and Units

** Employees: _____ Fee \$ _____

** Square Feet: _____ Fee \$ _____

** Commercial Units: _____ Fee \$ _____

ANNUAL / Renewable TOTAL: \$ _____

ANNUAL FEE

- \$ 120.00 - Fortunetelling, Palmistry (1 per 1,000 ft)
- \$ 120.00 - Invasive Body Decoration Estab. (TRI Only)
- \$ 100.00 - General - (Businesses located in Storey County)
(Requires Building + Fire & Life Safety Inspections)
- \$ 120.00 - Home Business (Exempt from Calculations)
(Located in Storey County / Home Occupation Sheet)
- \$ 120.00 - Massage/Therapeutic Services (Need proof-schooling)
- \$ 0.00 - Non-Profit - Proof of 501.c(x) Status
- \$ 180.00 - Cabaret and live entertainment
- \$ 250.00 - Escort (Must hold Brothel License)
- \$3,000.00 - Brothel Investigation Fee
- \$ 750.00 - Liquor Investigation Fee
- \$ 120.00 - Liquor, Off Sale (for stores)
- \$ 600.00 - Liquor, Off Sale (Valid also for off-sale/bars)
- \$ 60.00 - Liquor, Service Bar Each

QUARTERLY FEE

- \$ 10.00 - Alarm - per each alarm
- \$ 30.00 - Gaming per machine (need State Gaming License)
- \$ 150.00 - Gaming per table (need State Gaming License)
- \$18,750.00 - Brothel
- \$ % - Gross Utility Companies

Any application submitted between April 1 and June 30 of any year must be charged the last quarter plus the following year. The fee will be calculated at the yearly fee plus a one-quarter proration fee in all categories, including square footage and employee fees if applicable.

Handing out FLYERS on the street is prohibited by Storey County Code - Must go to County Commissioners.

The first two (in-county) safety inspections are at no additional charge. IF the Building Inspector/Fire Inspector have to make a third trip to the new business to do a third inspection because of code violations, a special inspection fee of \$50/hour will be charged.

For businesses located IN-County, include:

** Employees - (includes persons engaged in the business
i.e., Partners or Co-Owners, etc.)

1 to 5	no charge
5 to 10	\$ 30.00
11 to 25	\$ 48.00
26 to 50	\$ 90.00
51 to 75	\$ 150.00

Over 75 = \$ 150.00 + \$ 2.50 for each additional employee

EXEMPT - Brothels, Cabaret, Fortunetelling, Special Events, Independent Contractors, Home Occupation, Out-of-County.

** Square Feet (Building or Site)

1 to 1,999	\$ 18.00
2,000 to 2,999	\$ 37.20
3,000 to 4,999	\$ 75.60
5,000 to 7,499	\$ 112.80
7,500 to 9,999	\$ 150.00
10,000 to 24,999	\$ 225.60
25,000 to 99,999	\$ 300.00
100,000 to 499,999	\$ 600.00
500,000 +	\$ 1,200.00

EXEMPT - Brothels, Cabaret, Fortunetelling, Special Events, Independent Contractors, Home Occupation, Out-of-County.

** Units - Commercial ONLY

\$ 2.50 Per unit fee for apartments, storage units, RV & MH spaces, pay-parking lot spaces. Must also have a General License.

Quarters to Pay: _____ \$ _____

One-Time APPLICATION Fee: \$ **120.00**

TOTAL payable to Storey County Business License with APPLICATION: \$ _____

**Acceptance of a Non-Exclusive Bridge Easement and conditions
for grant of the easement from the Nevada Division of State
Lands for both the Washoe County and Storey County side of the
USA Parkway Bridge.**

Accept of a Non-Exclusive Bridge Easement and conditions for grant of that easement from the Nevada Division of State Lands for both the Washoe County and Storey County sides of the USA Parkway Bridge.

LEO DROZDOFF
Director

Department of Conservation
and Natural Resources

JAMES R. LAWRENCE
Administrator

BRIAN SANDOVAL
Governor



State Land Office
State Land Use Planning Agency
Nevada Tahoe Resource Team
Conservation Bond Program -Q1

Address Reply to

Division of State Lands
901 S. Stewart St. Suite 5003
Carson City, Nevada 89701-5246
Phone (775) 684-2720
Fax (775) 684-2721
Web www.lands.nv.gov

STATE OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
Division of State Lands

CERTIFIED MAIL R R R

February 21, 2013

Storey County District Attorney
Attn: William A. Maddox
PO Box 496
Virginia City, NV 89440

Re: USA Parkway Bridge Crossing the Truckee River (TR/WA-ST)

Dear Mr. Maddox:

Kevin Benson, Deputy Attorney General for the State of Nevada has asked me to forward to you the easement documents for this transaction.

Enclosed please find two sets (one for the Washoe Portion of the bridge, the other for the Storey County portion) of an original and duplicate original of a Non-Exclusive Bridge Easement for the USA Parkway Bridge crossing over the Truckee River between Washoe and Storey Counties.

As you may or may not know, this bridge was initially constructed in conjunction with the development of the Tahoe Reno Industrial Center and spans the Truckee River. The Truckee River is under the jurisdiction of the Nevada Division of State Lands as part of the navigable waters of the State. As such, an easement is required by this office for this structure.

The Division of State Lands has previously issued an easement in 2005 to Tahoe/Reno Industrial Center, LLC (TRIC) back in 2005. During a recent vault records conversion, it was discovered that this easement required a reevaluation and reassessment of the yearly rental amount.

When TRIC was presented with an amendment, TRIC informed State Lands that TRIC is no longer responsible for the maintenance and upkeep of this bridge and that duty and responsibility passed on to NDOT and to Storey County.

I next contacted NDOT to start working on issuing an easement to them for this structure and started work in the termination of the 2005 easement with TRIC. Halana Salazar at NDOT provided me with a copy of an Interlocal Agreement between NDOT and Storey County that states in part that Storey County is responsible for the maintenance and upkeep of this bridge. A copy of that Interlocal Agreement has been provided for your convenience.

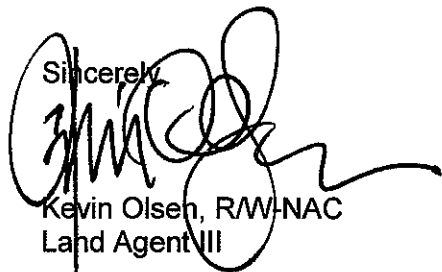
After having our Deputy Attorney General look over the file and all of the documents, it has been advised that we enter into a new Non-Exclusive Bridge Easement with Storey County for this structure and terminate the existing easement of record with TRIC.

The original easement agreement does not allow for the assigning or assumption of the Grantee's interest without the consent of the Nevada Division of State Lands. This consent was not sought out or solicited for when the bridge was transferred to NDOT or to Storey County. Therefore this new easement will be issued in place of the previously issued and soon to be terminated easements of record.

Because Storey County is a public entity and is maintaining the roadbed and structure of the bridge, there is no yearly fee associated with this easement pursuant to NRS 322.067 and is stated so in Paragraph 4 of the attached easement.

Please have all documents signed where indicated as this document needs to be recorded in both Storey and Washoe Counties and return to my attention at the address shown above. If you require anything further regarding this, or if you have any questions, you can reach me at (775) 684-2748 or at kolsen@lands.nv.gov. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kevin Olsen', with a long horizontal flourish extending to the right.

Kevin Olsen, R/W-NAC
Land Agent III

KO/
Attachments



KJO, #3790, #13426
Storey County
Truckee River

Recording Requested by and Return To:
DIVISION OF STATE LANDS
901 S. STEWART STREET, SUITE 5003
CARSON CITY, NV 89701-5246

NON-EXCLUSIVE BRIDGE EASEMENT

STOREY COUNTY USA PARKWAY BRIDGE CROSSING THE TRUCKEE RIVER

This Non-Exclusive Easement is made and entered into this ____ day of _____, 2013 by and between the STATE OF NEVADA, acting through the NEVADA DIVISION OF STATE LANDS, hereinafter referred to as GRANTOR, and STOREY COUNTY, a political subdivision of the State of Nevada, hereinafter referred to as GRANTEE:

WHEREAS, Attorney General's Opinion #204 dated April 20, 1976, concluded that "The State of Nevada owns the bed and shores of Lake Tahoe and other navigable bodies of water within Nevada to the present ordinary and permanent high water mark." Through formal court proceedings the Truckee River and has been determined to be a navigable body of water within Nevada; and

WHEREAS, the GRANTOR originally entered into a Non-Exclusive Easement with Tahoe/Reno Industrial Center, LLC, (TRIC) for the said bridge, and

WHEREAS, TRIC has disclosed to the GRANTOR, the "Developer Agreement" between TRIC and the Nevada Department of Transportation (NDOT), dated June 30, 2006,

NDOT Agreement Number R222-06-010 which states in part that TRIC acquired the Non-Exclusive Easement from the GRANTOR prior to the construction of the bridge, and;

WHEREAS, TRIC is not providing maintenance or upkeep of any kind, therefore their Non-Exclusive Easement with the GRANTOR has been terminated by documents recording concurrently with this Non-Exclusive Easement document and;

WHEREAS, NDOT has provided to the GRANTOR a copy of an Interlocal Agreement between NDOT and the GRANTEE, dated March 16, 2007, NDOT Agreement Number NM301-07-015, which states in part that the GRANTEE is responsible for the roadway and the maintenance and upkeep of the bridge, therefore should be the GRANTEE for this easement, and;

WHEREAS, GRANTEE, is required to obtain from the GRANTOR a Non-Exclusive Easement for the currently existing permanent bridge structure over the bed of the Truckee River; and

WHEREAS, NRS 322.050 and 322.060 gives the Administrator of the Division of State Lands the authority to grant easements over or upon any land owned by the State of Nevada;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, GRANTOR does hereby grant to GRANTEE a Non-Exclusive Easement for the purposes stated above, hereinafter referred to as "the Project," over, across and/or through the following described property, together with the right to enter upon the bed and banks of said land to construct, reconstruct, inspect, maintain, and repair structures and to remove bushes, undergrowth or other obstructions interfering with the location, construction and maintenance, in whole or in part, at will upon, over, across and/or through a portion of the Truckee River situate in Section 26, Township 20 North, Range 22

East, as shown on **EXHIBIT A** attached hereto and by reference made a part hereof. The location of the Project is described in the legal description attached hereto as **EXHIBIT B** and by reference made a part hereof.

IN FURTHER CONSIDERATION for the granting of this Non-Exclusive Easement, GRANTEE, its successors and assigns and/or its agents(s) and contractor(s), understands and agrees to the following specific conditions:

1. **PURPOSE:** The property described herein may be used by GRANTEE solely for the Project and shall not interfere with the navigability of Truckee River.

2. **JURISDICTION OF STATE:** GRANTEE understands and agrees that this Non-Exclusive Easement for the Project extends only to the bed and banks of the Truckee River, to the ordinary and permanent high water mark and only to the areas described in **EXHIBITS A and B**, and shall not be construed to authorize access across private lands; access to the river shall be by established public routes and/or authorized access across private lands. If GRANTEE needs to utilize other portions of the property not granted to it through this Non-Exclusive Easement, a permit, license, easement or other authorization to do so is required.

3. **TRUCKEE RIVER BOUNDARY:** The parties acknowledge that in some places the Truckee River may have been moved from its original channel by previous projects of the Army Corps of Engineers. For purposes of this Non-Exclusive Easement, no attempt has been made to determine whether the sections of the channel included in the Project are in their original location. Artificial changes to a river's boundary are viewed as avulsive in nature by many courts thus modifying the ancient common law doctrine of avulsion. Although this precise issue has not been decided in the Nevada Supreme Court, it is possible that the State's title to the bed and banks of the Truckee River did not move with the river during the Army

Corps of Engineer's channelization project, thus, the current ordinary high water mark of the Truckee River in the Non-Exclusive Easement area may not coincide with the true ordinary high water mark owned by the State. In other words, the State may not have title to all of the bed and banks of the precise area subject to this Non-Exclusive Easement. The GRANTEE expressly releases any and all claims, known or unknown, against the GRANTOR and State of Nevada arising from any dispute regarding the title to the bed and banks of the area subject to this Non-Exclusive Easement. The parties understand and agree that, if this Project alters any portion of the channel by filling, thereby causing that portion of state land to have a higher elevation than the present ordinary and permanent high water mark, this does not modify State ownership of the bed and banks of the Truckee River as it was previous to this Project.

4. **CONSIDERATION:** For and in consideration of this easement and right-of-way for bridge purposes, it has been determined that this bridge is related to a public road usage, therefore pursuant to NRS 322.067 of the Nevada Revised Statutes, the yearly rental fee has been waived.

Should any future changes to the Nevada Revised Statutes in regards to yearly rental payments for easements of this nature, The GRANTOR reserves the right to reevaluate, reassess and adjust the Easement fee for the project every five (5) years. Should GRANTEE dispute a proposed fee increase, the dispute may be resolved by an appraisal of the fair market value of the Non-Exclusive Easement and other actions as required by law. The parties may by mutual agreement select an independent licensed appraiser to determine the fair market value. The GRANTEE shall pay for the appraisal and any associated costs.

5. **PERMITS:** This Non-Exclusive Easement is subject to the acquisition of all local, regional, state and federal permits and approvals as required by law. GRANTEE agrees to obtain and adhere to the conditions of the necessary permits.

6. **INDEMNIFICATION:** GRANTEE, its successors and assigns, and/or agent(s) or contractor(s) as Indemnitors agrees to indemnify, defend and hold harmless the State of Nevada and its agents from and against any and all liability for personal injuries, claims, actions, damages, expenses, or for loss of life or property resulting from, or in any way connected with the conditions or use of the premises covered herein, including any hazard, deficiency, defect, or other matter, known or unknown, or connected with the installation and maintenance of the Project. This indemnification does not exclude the State of Nevada's right to participate in its defense of a matter subject to this indemnification.

7. **LIMITED LIABILITY:** GRANTOR will not waive and intends to assert all available immunities and statutory limitations in all cases, including, without limitation, the provisions of Nevada Revised Statutes Chapter 41.

8. **INSURANCE; CONTRACTORS AND SUB-CONTRACTORS:** This provision is applicable to all Non-Governmental Entities engaged to work on the premises granted by this Non-Exclusive Easement and does not apply to any GRANTEE considered a Public Entity. GRANTEE agrees to carry and to require their contractors and sub-contractors to carry their own General Liability Insurance Policy issued by an insurance company authorized to do business in the State of Nevada and which is currently rated by A. M. Best as A-VII or better. The insurance policy is to be kept in full force and effect during the term of this Non-Exclusive Easement. Such insurance policy shall be at the minimum, in the amount of \$1,000,000 per occurrence for bodily injury and property damage and shall via an endorsement, name the *State of Nevada, its*

officers, employees and agents as additional insureds for all liability arising from the use of state land. Each liability insurance policy shall also provide for a waiver of subrogation as to all additional insured's. GRANTEE agrees to provide and to require their contractors and sub-contractors to provide to the State of Nevada the Accord 25 Certificate of Insurance as proof of the insurance and an Additional Insured Endorsement, signed by an authorized insurance company representative, to evidence the endorsement of the State as additional insured. **The Certificate of Insurance and Additional Insured Endorsement shall be provided by each contractor and sub-contractor prior to their entry upon state property and be sent to:**

**Kevin Olsen, Land Agent III
Nevada Division of State Lands
901 S. Stewart Street, Suite 5003
Carson City, Nevada 89701**

9. PLANS AND PHOTOGRAPHS: The Project and related activities must be completed in accordance with the approved application and plans on file in the office of the Division of State Lands. The Division of State Lands must be notified if any alterations to the approved plans which would substantially affect the land are made or proposed prior to commencement of or during any work on the Project and related activities. The Division of State Lands reserves the right to prohibit said alterations.

10. INSPECTION: GRANTOR retains the right to inspect the Project at any time. GRANTEE agrees to notify GRANTOR at least **TWO (2)** business days prior to the commencement and termination of any activities on the property to allow interested agencies the opportunity to inspect the Project.

11. EXISTING EASEMENTS: GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees to require contractors to use caution when

constructing and placing the Project and supporting equipment because of the possibility of additional utility laterals not known, and to be responsible for damage caused to any other utilities located upon state land. The legally required offsets from any existing gas, electric, water and/or communication lines shall be maintained at all times.

12. HISTORIC DISCOVERIES: If prehistoric or historic remains or artifacts are discovered during any work performed within the easement area, work will be temporarily halted and the State Historic Preservation Office at (775) 684-3448 as well as the Division of State Lands at (775) 684-2720 shall be notified. GRANTEE will heed to the responsibilities required under Section 106 of the National Historic Preservation Act of 1966, as amended.

13. DAMAGE TO STATE LAND: GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees to pay for and be responsible for all direct or indirect damages to the real property, improvements, and personal property of GRANTOR caused by GRANTEE during any construction, re-location, installation, use, operation, inspection, future maintenance, repairs, reconstruction and removal of the Project, and further agrees to return the land to its pre-project condition upon completion of the work.

14. MAINTENANCE: GRANTEE, its successors and assigns, shall be responsible for all maintenance of the Project owned by GRANTEE and within the Non-Exclusive Easement in accordance with the aforementioned NDOT Interlocal Agreement, and understands and agrees that the Project must be maintained in good repair at all times.

15. ENVIRONMENTAL CONDITIONS: GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees to conduct the Project within the Nevada Division of Environmental Protection's Best Management Practices guidelines. GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and

agrees that at no time shall any chemical products, petrochemicals, excavated materials, silt, floating debris or foreign debris of any kind be discharged, deposited or allowed to enter into any storm drain or any river channel. GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees that any tractor, drill rig, backhoe, or other equipment utilized on upland banks adjacent to the Project will be washed and free of any oils, toxins, fuel, and any other foreign substance that could pollute the Truckee River and harm its ecosystem. If any component of the Project fails, creates a hazard or causes upstream or downstream impacts, the GRANTEE agrees to repair or mitigate any damage.

16. WARRANTIES: GRANTOR makes no warranty as to the condition of or the adequacy of the property for the proposed uses of GRANTEE.

17. NOTICES: All notices under this Non-Exclusive Easement shall be in writing and delivered in person or sent by certified mail, return receipt requested, to GRANTOR and to GRANTEE at their respective addresses set forth below or to such other address as may hereafter be designated by either party in writing:

GRANTOR'S ADDRESS:

Division of State Lands
901 S. Stewart St., Ste. 5003
Carson City, Nevada 89701

GRANTEE'S ADDRESS:

Storey County
26 S. B St.
Virginia City, NV 89440

18. FURTHER AUTHORIZATIONS: Further authorization from the Division of State Lands is required prior to commencement of any future work or activities at locations other than that described in **EXHIBITS A & B**.

19. TERMINATION: Either party shall have the right to terminate this Non-Exclusive Easement in whole or in part any time during the term hereof, provided, however, that either

party shall give NINETY (90) days written notice of election to terminate. Upon termination, the land will be returned to as near as its original condition as possible. The GRANTEE, its successors and assigns, understands and agrees that at the termination of this Non-Exclusive Easement the Project will be removed by GRANTEE, if so requested by GRANTOR, and the land restored to its pre-project condition. Any and all right or interest in state land must be quitclaimed by instrument to the GRANTOR within a reasonable time, without claim or demand of any kind from GRANTOR. Except as might otherwise be provided for, any expenses for removal of the Project and for the restoration of the land will be borne by GRANTEE, its successors and assigns and at no expense or cost to the GRANTOR.

20. TERM AND DISCONTINUATION: This Non-Exclusive Easement shall continue so long as the same may be necessary and required for the purposes for which is was granted unless terminated sooner by another provision. If at any time the GRANTEE should discontinue said use for a period of ONE (1) year this Non-Exclusive Easement shall thereupon terminate and all right and interest in state land therein shall revert to GRANTOR, its successors and assigns.

21. COMPLIANCE TO CONDITIONS: Failure to concur with or comply with any of the conditions contained herein will cause this Non-Exclusive Easement to become invalid and shall require the removal of the Project and appurtenances. All rights and interest in the Non-Exclusive Easement shall revert to GRANTOR. GRANTEE agrees to provide a copy of this Non-Exclusive Easement to its contractors prior to entering and beginning any work on the property described herein.

22. WAIVER: The failure of GRANTOR to insist upon strict performance of any of the covenants and agreements to this Non-Exclusive Easement or to exercise any option herein

conferred in anyone or more instance, shall not be construed to be a waiver or relinquishment of any such covenants and agreements.

23. SURVIVAL: This Non-Exclusive Easement, and all of the terms hereof, shall inure to the benefit of, and be binding upon, the heirs, assigns and successors of the parties hereto, and the rights and obligations of the GRANTEE are, and shall continue to be, joint and several.

24. ENTIRE AGREEMENT: This Non-Exclusive Easement and conditions incorporated herein contain all of the agreements between the parties with respect to the matters contained herein. No prior agreement, understanding or verbal statement made by any party is a part hereof. No provisions of the Non-Exclusive Easement may be amended or modified in any manner whatsoever unless incorporated in writing and executed by both parties. When executed by the GRANTOR and GRANTEE, this Non-Exclusive Easement shall be binding upon GRANTOR and GRANTEE, their successors and assigns.

25. AMENDMENT OR MODIFICATION: This Non-Exclusive Easement may be amended or modified at anytime with the mutual consent of the parties hereto, which amendment or modification must be in writing, executed and dated by the parties hereto.

26. SEVERABILITY: If any term or provision of this Non-Exclusive Easement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Non-Exclusive Easement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable shall not be affected thereby, and each term and provision of this Non-Exclusive Easement shall be valid and shall be enforced to the fullest extent permitted by law.

27. GOVERNING LAW: This Non-Exclusive Easement shall be governed by, construed and enforced in accordance with the laws of the State of Nevada.

28. VENUE: Any lawsuit brought to resolve a dispute arising from this Non-Exclusive Easement must be brought either in the location of the Project or in Carson City, Nevada.

29. RECORDING: This Non-Exclusive Easement may be recorded in the official real estate records of the county in which the property is located. GRANTEE shall responsible for all recording fees.

All covenants and agreements herein contained shall extend to and be a binding contract upon the successors and assigns as the case may be of the respective parties. Authorization given by the Division of State Lands does not obviate the necessity of obtaining other local, regional, or federal assent to the work authorized. This Non-Exclusive Easement may not be assigned.

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IN WITNESS WHEREOF, the parties hereto have executed this Non-Exclusive Easement as of the day and year first above written.

GRANTOR:

STATE OF NEVADA
Division of State Lands

By _____
JAMES R. LAWRENCE
Administrator and Ex-Officio
State Lands Registrar

STATE OF NEVADA)
 :SS
CARSON CITY)

On _____, 2013, personally appeared before me, a notary public JAMES R. LAWRENCE, Administrator and Ex-Officio State Land Registrar, Division of State Lands, who acknowledged that he executed the above document.

NOTARY PUBLIC

GRANTEE:

STOREY COUNTY

By _____
_____, Chairman
Storey County Board of Commissioners

STATE OF NEVADA)
 ss.
COUNTY OF STOREY)

On, _____ 2013, personally appeared before me, a notary public,
_____, Chairman, Storey County Board of Commissioners, who
acknowledged that he executed the above document.

NOTARY PUBLIC

APPROVED as to Form:

CATHERINE CORTEZ MASTO
Attorney General

By _____
KEVIN BENSON
Deputy Attorney General

EXHIBIT A



Land Information Solutions

TRI STATE SURVEYING, LTD.

1925 E. Prater Way
Sparks, Nevada 89434

Telephone (775) 358-9491 ♦ FAX (775) 358-3664
Toll Free: 1-800-411-3752

Job No. 02428.01.M
February 10, 2005

EXHIBIT "A" **EASEMENT DESCRIPTION**

All that certain piece or parcel of land located within a portion of the South One-Half (S1/2) of Section Twenty-Six (26), Township Twenty (20) North, Range Twenty-Two (22) East, Mount Diablo Meridian, Washoe and Storey Counties, Nevada, and being more particularly described as follows:

COMMENCING at the southeast corner of said Section Twenty-Six (26), and proceeding thence North $81^{\circ}25'53''$ West, 3428.19 feet to the northerly Mean High Water Line of the Truckee River, the POINT OF BEGINNING;

THENCE leaving said northerly Mean High Water Line, South $31^{\circ}47'38''$ East, 142.37 feet to the southerly Mean High Water Line of the Truckee River;

THENCE along said southerly Mean High Water Line the following eight (8) courses:

- 1) South $58^{\circ}36'22''$ West, 50.47 feet,
- 2) South $40^{\circ}28'03''$ West, 23.08 feet,
- 3) South $20^{\circ}15'28''$ West, 22.28 feet,
- 4) South $46^{\circ}56'48''$ West, 119.39 feet,
- 5) South $48^{\circ}33'19''$ West, 3.41 feet,
- 6) South $42^{\circ}26'36''$ West, 39.45 feet,
- 7) South $56^{\circ}37'28''$ West, 20.81 feet and
- 8) South $33^{\circ}02'13''$ West, 56.85 feet,

THENCE leaving said southerly Mean High Water Line, North $65^{\circ}06'10''$ West, 162.86 feet to the northerly Mean High Water Line of the Truckee River;

THENCE along said northerly Mean High Water Line, the following thirteen (13) courses:

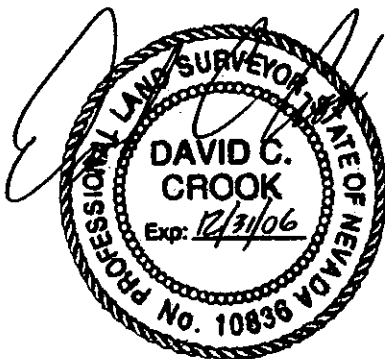
- 1) North $34^{\circ}55'36''$ East, 22.59 feet,

- 2) North 40°41'13" East, 8.97 feet,
- 3) North 52°58'10" East, 30.65 feet,
- 4) North 41°30'28" East, 59.27 feet,
- 5) North 41°45'08" East, 9.67 feet,
- 6) North 36°45'25" East, 37.48 feet,
- 7) North 36°26'12" East, 34.89 feet,
- 8) North 43°58'25" East, 34.93 feet,
- 9) North 44°19'57" East, 35.53 feet,
- 10) North 55°11'03" East, 28.95 feet,
- 11) North 56°44'51" East, 27.71 feet,
- 12) North 52°47'53" East, 48.99 feet and,
- 13) North 56°36'32" East, 43.25 feet to the POINT OF BEGINNING.

CONTAINING an area of 57,203 square feet of land, more or less.

BASIS OF BEARINGS:

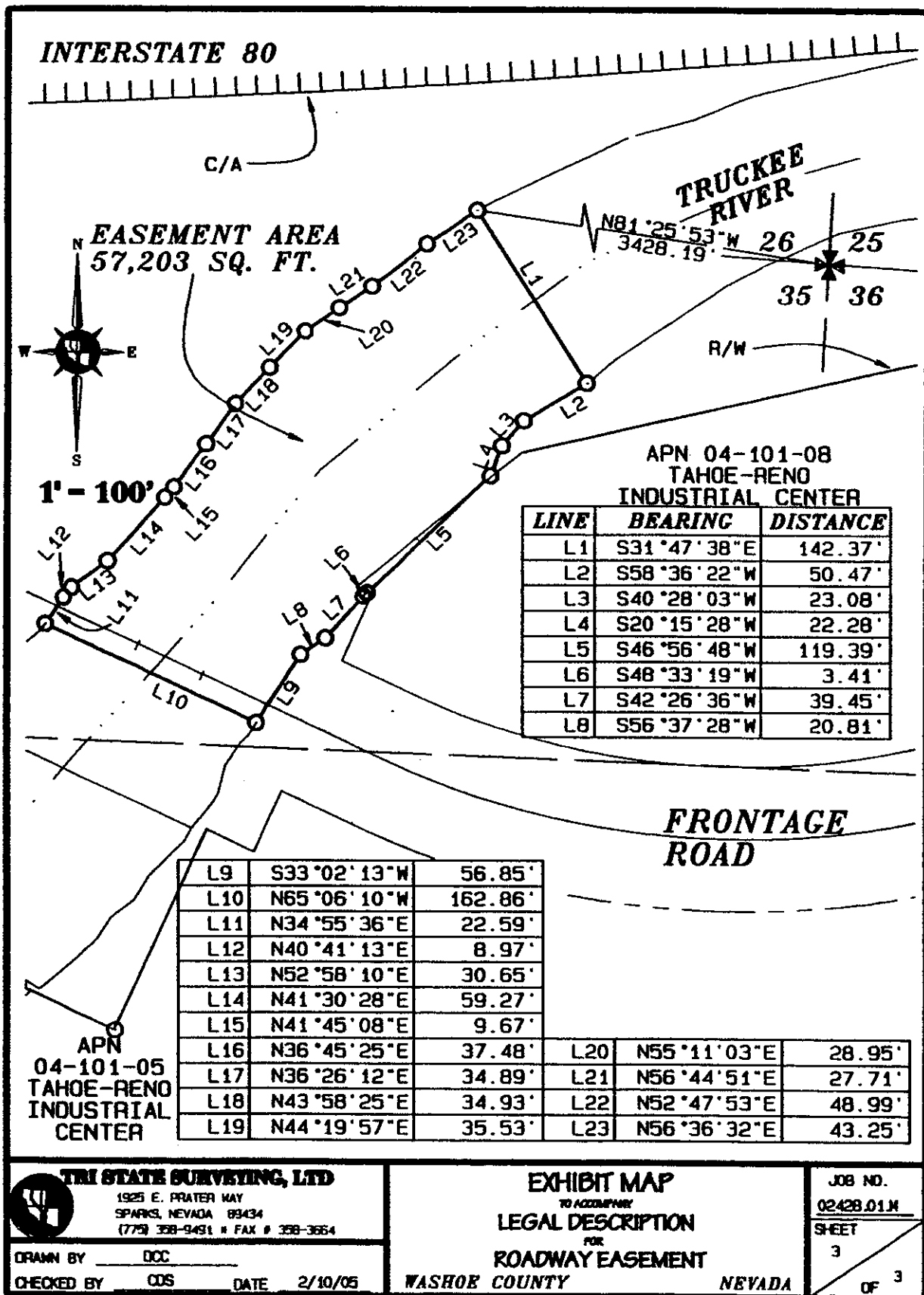
The Grid Bearing of North 68°20'45" East between NGS Stations N339 and X146, based on the North American Datum of 1983/94 HARN EXTENSION.



Date: 2/10/05

David C. Crook, P.L.S.
Nevada Certificate No. 10836

EXHIBIT B





KJO, #3790, #13425
Washoe County
Truckee River

Recording Requested by and Return To:
DIVISION OF STATE LANDS
901 S. STEWART STREET, SUITE 5003
CARSON CITY, NV 89701-5246

NON-EXCLUSIVE BRIDGE EASEMENT

STOREY COUNTY USA PARKWAY BRIDGE CROSSING THE TRUCKEE RIVER

This Non-Exclusive Easement is made and entered into this ____ day of _____, 2013 by and between the STATE OF NEVADA, acting through the NEVADA DIVISION OF STATE LANDS, hereinafter referred to as GRANTOR, and STOREY COUNTY, a political subdivision of the State of Nevada, hereinafter referred to as GRANTEE:

WHEREAS, Attorney General's Opinion #204 dated April 20, 1976, concluded that "The State of Nevada owns the bed and shores of Lake Tahoe and other navigable bodies of water within Nevada to the present ordinary and permanent high water mark." Through formal court proceedings the Truckee River and has been determined to be a navigable body of water within Nevada; and

WHEREAS, the GRANTOR originally entered into a Non-Exclusive Easement with Tahoe/Reno Industrial Center, LLC, (TRIC) for the said bridge, and

WHEREAS, TRIC has disclosed to the GRANTOR, the "Developer Agreement" between TRIC and the Nevada Department of Transportation (NDOT), dated June 30, 2006,

NDOT Agreement Number R222-06-010 which states in part that TRIC acquired the Non-Exclusive Easement from the GRANTOR prior to the construction of the bridge, and;

WHEREAS, TRIC is not providing maintenance or upkeep of any kind, therefore their Non-Exclusive Easement with the GRANTOR has been terminated by documents recording concurrently with this Non-Exclusive Easement document and;

WHEREAS, NDOT has provided to the GRANTOR a copy of an Interlocal Agreement between NDOT and the GRANTEE, dated March 16, 2007, NDOT Agreement Number NM301-07-015, which states in part that the GRANTEE is responsible for the roadway and the maintenance and upkeep of the bridge, therefore should be the GRANTEE for this easement, and;

WHEREAS, GRANTEE, is required to obtain from the GRANTOR a Non-Exclusive Easement for the currently existing permanent bridge structure over the bed of the Truckee River; and

WHEREAS, NRS 322.050 and 322.060 gives the Administrator of the Division of State Lands the authority to grant easements over or upon any land owned by the State of Nevada;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, GRANTOR does hereby grant to GRANTEE a Non-Exclusive Easement for the purposes stated above, hereinafter referred to as "the Project," over, across and/or through the following described property, together with the right to enter upon the bed and banks of said land to construct, reconstruct, inspect, maintain, and repair structures and to remove bushes, undergrowth or other obstructions interfering with the location, construction and maintenance, in whole or in part, at will upon, over, across and/or through a portion of the Truckee River situate in Section 26, Township 20 North, Range 22

East, as shown on **EXHIBIT A** attached hereto and by reference made a part hereof. The location of the Project is described in the legal description attached hereto as **EXHIBIT B** and by reference made a part hereof.

IN FURTHER CONSIDERATION for the granting of this Non-Exclusive Easement, GRANTEE, its successors and assigns and/or its agents(s) and contractor(s), understands and agrees to the following specific conditions:

1. **PURPOSE:** The property described herein may be used by GRANTEE solely for the Project and shall not interfere with the navigability of Truckee River.

2. **JURISDICTION OF STATE:** GRANTEE understands and agrees that this Non-Exclusive Easement for the Project extends only to the bed and banks of the Truckee River, to the ordinary and permanent high water mark and only to the areas described in **EXHIBITS A and B**, and shall not be construed to authorize access across private lands; access to the river shall be by established public routes and/or authorized access across private lands. If GRANTEE needs to utilize other portions of the property not granted to it through this Non-Exclusive Easement, a permit, license, easement or other authorization to do so is required.

3. **TRUCKEE RIVER BOUNDARY:** The parties acknowledge that in some places the Truckee River may have been moved from its original channel by previous projects of the Army Corps of Engineers. For purposes of this Non-Exclusive Easement, no attempt has been made to determine whether the sections of the channel included in the Project are in their original location. Artificial changes to a river's boundary are viewed as avulsive in nature by many courts thus modifying the ancient common law doctrine of avulsion. Although this precise issue has not been decided in the Nevada Supreme Court, it is possible that the State's title to the bed and banks of the Truckee River did not move with the river during the Army

Corps of Engineer's channelization project, thus, the current ordinary high water mark of the Truckee River in the Non-Exclusive Easement area may not coincide with the true ordinary high water mark owned by the State. In other words, the State may not have title to all of the bed and banks of the precise area subject to this Non-Exclusive Easement. The GRANTEE expressly releases any and all claims, known or unknown, against the GRANTOR and State of Nevada arising from any dispute regarding the title to the bed and banks of the area subject to this Non-Exclusive Easement. The parties understand and agree that, if this Project alters any portion of the channel by filling, thereby causing that portion of state land to have a higher elevation than the present ordinary and permanent high water mark, this does not modify State ownership of the bed and banks of the Truckee River as it was previous to this Project.

4. **CONSIDERATION:** For and in consideration of this easement and right-of-way for bridge purposes, it has been determined that this bridge is related to a public road usage, therefore pursuant to NRS 322.067 of the Nevada Revised Statutes, the yearly rental fee has been waived.

Should any future changes to the Nevada Revised Statutes in regards to yearly rental payments for easements of this nature, The GRANTOR reserves the right to reevaluate, reassess and adjust the Easement fee for the project every five (5) years. Should GRANTEE dispute a proposed fee increase, the dispute may be resolved by an appraisal of the fair market value of the Non-Exclusive Easement and other actions as required by law. The parties may by mutual agreement select an independent licensed appraiser to determine the fair market value. The GRANTEE shall pay for the appraisal and any associated costs.

5. **PERMITS:** This Non-Exclusive Easement is subject to the acquisition of all local, regional, state and federal permits and approvals as required by law. GRANTEE agrees to obtain and adhere to the conditions of the necessary permits.

6. **INDEMNIFICATION:** GRANTEE, its successors and assigns, and/or agent(s) or contractor(s) as Indemnitors agrees to indemnify, defend and hold harmless the State of Nevada and its agents from and against any and all liability for personal injuries, claims, actions, damages, expenses, or for loss of life or property resulting from, or in any way connected with the conditions or use of the premises covered herein, including any hazard, deficiency, defect, or other matter, known or unknown, or connected with the installation and maintenance of the Project. This indemnification does not exclude the State of Nevada's right to participate in its defense of a matter subject to this indemnification.

7. **LIMITED LIABILITY:** GRANTOR will not waive and intends to assert all available immunities and statutory limitations in all cases, including, without limitation, the provisions of Nevada Revised Statutes Chapter 41.

8. **INSURANCE; CONTRACTORS AND SUB-CONTRACTORS:** This provision is applicable to all Non-Governmental Entities engaged to work on the premises granted by this Non-Exclusive Easement and does not apply to any GRANTEE considered a Public Entity. GRANTEE agrees to carry and to require their contractors and sub-contractors to carry their own General Liability Insurance Policy issued by an insurance company authorized to do business in the State of Nevada and which is currently rated by A. M. Best as A-VII or better. The insurance policy is to be kept in full force and effect during the term of this Non-Exclusive Easement. Such insurance policy shall be at the minimum, in the amount of \$1,000,000 per occurrence for bodily injury and property damage and shall via an endorsement, name the *State of Nevada, its*

officers, employees and agents as additional insureds for all liability arising from the use of state land. Each liability insurance policy shall also provide for a waiver of subrogation as to all additional insured's. GRANTEE agrees to provide and to require their contractors and sub-contractors to provide to the State of Nevada the Accord 25 Certificate of Insurance as proof of the insurance and an Additional Insured Endorsement, signed by an authorized insurance company representative, to evidence the endorsement of the State as additional insured. **The Certificate of Insurance and Additional Insured Endorsement shall be provided by each contractor and sub-contractor prior to their entry upon state property and be sent to:**

**Kevin Olsen, Land Agent III
Nevada Division of State Lands
901 S. Stewart Street, Suite 5003
Carson City, Nevada 89701**

9. PLANS AND PHOTOGRAPHS: The Project and related activities must be completed in accordance with the approved application and plans on file in the office of the Division of State Lands. The Division of State Lands must be notified if any alterations to the approved plans which would substantially affect the land are made or proposed prior to commencement of or during any work on the Project and related activities. The Division of State Lands reserves the right to prohibit said alterations.

10. INSPECTION: GRANTOR retains the right to inspect the Project at any time. GRANTEE agrees to notify GRANTOR at least **TWO (2)** business days prior to the commencement and termination of any activities on the property to allow interested agencies the opportunity to inspect the Project.

11. EXISTING EASEMENTS: GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees to require contractors to use caution when

constructing and placing the Project and supporting equipment because of the possibility of additional utility laterals not known, and to be responsible for damage caused to any other utilities located upon state land. The legally required offsets from any existing gas, electric, water and/or communication lines shall be maintained at all times.

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901 S. Stewart St., Ste. 5003
Carson City, Nevada 89701

GRANTEE'S ADDRESS:

Storey County
26 S. B St.
Virginia City, NV 89440

18. FURTHER AUTHORIZATIONS: Further authorization from the Division of State Lands is required prior to commencement of any future work or activities at locations other than that described in **EXHIBITS A & B**.

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party shall give NINETY (90) days written notice of election to terminate. Upon termination, the land will be returned to as near as its original condition as possible. The GRANTEE, its successors and assigns, understands and agrees that at the termination of this Non-Exclusive Easement the Project will be removed by GRANTEE, if so requested by GRANTOR, and the land restored to its pre-project condition. Any and all right or interest in state land must be quitclaimed by instrument to the GRANTOR within a reasonable time, without claim or demand of any kind from GRANTOR. Except as might otherwise be provided for, any expenses for removal of the Project and for the restoration of the land will be borne by GRANTEE, its successors and assigns and at no expense or cost to the GRANTOR.

20. TERM AND DISCONTINUATION: This Non-Exclusive Easement shall continue so long as the same may be necessary and required for the purposes for which is was granted unless terminated sooner by another provision. If at any time the GRANTEE should discontinue said use for a period of ONE (1) year this Non-Exclusive Easement shall thereupon terminate and all right and interest in state land therein shall revert to GRANTOR, its successors and assigns.

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conferred in anyone or more instance, shall not be construed to be a waiver or relinquishment of any such covenants and agreements.

23. SURVIVAL: This Non-Exclusive Easement, and all of the terms hereof, shall inure to the benefit of, and be binding upon, the heirs, assigns and successors of the parties hereto, and the rights and obligations of the GRANTEE are, and shall continue to be, joint and several.

24. ENTIRE AGREEMENT: This Non-Exclusive Easement and conditions incorporated herein contain all of the agreements between the parties with respect to the matters contained herein. No prior agreement, understanding or verbal statement made by any party is a part hereof. No provisions of the Non-Exclusive Easement may be amended or modified in any manner whatsoever unless incorporated in writing and executed by both parties. When executed by the GRANTOR and GRANTEE, this Non-Exclusive Easement shall be binding upon GRANTOR and GRANTEE, their successors and assigns.

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29. **RECORDING:** This Non-Exclusive Easement may be recorded in the official real estate records of the county in which the property is located. GRANTEE shall responsible for all recording fees.

All covenants and agreements herein contained shall extend to and be a binding contract upon the successors and assigns as the case may be of the respective parties. Authorization given by the Division of State Lands does not obviate the necessity of obtaining other local, regional, or federal assent to the work authorized. This Non-Exclusive Easement may not be assigned.

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IN WITNESS WHEREOF, the parties hereto have executed this Non-Exclusive Easement as of the day and year first above written.

GRANTOR:

STATE OF NEVADA
Division of State Lands

By _____
JAMES R. LAWRENCE
Administrator and Ex-Officio
State Lands Registrar

STATE OF NEVADA)
 :SS
CARSON CITY)

On _____, 2013, personally appeared before me, a notary public JAMES R. LAWRENCE, Administrator and Ex-Officio State Land Registrar, Division of State Lands, who acknowledged that he executed the above document.

NOTARY PUBLIC

GRANTEE:

STOREY COUNTY

By _____,
_____, Chairman
Storey County Board of Commissioners

STATE OF NEVADA)
 ss.
COUNTY OF STOREY)

On, _____ 2013, personally appeared before me, a notary public,
_____, Chairman, Storey County Board of Commissioners, who
acknowledged that he executed the above document.

NOTARY PUBLIC

APPROVED as to Form:

CATHERINE CORTEZ MASTO
Attorney General

By _____
KEVIN BENSON
Deputy Attorney General

EXHIBIT A



Land Information Solutions

TRI STATE SURVEYING, LTD.

1925 E. Prater Way
Sparks, Nevada 89434

Telephone (775) 358-9491 ♦ FAX (775) 358-3664
Toll Free: 1-800-411-3752

Job No. 02428.01.M
February 10, 2005

EXHIBIT "A" EASEMENT DESCRIPTION

All that certain piece or parcel of land located within a portion of the South One-Half (S1/2) of Section Twenty-Six (26), Township Twenty (20) North, Range Twenty-Two (22) East, Mount Diablo Meridian, Washoe and Storey Counties, Nevada, and being more particularly described as follows:

COMMENCING at the southeast corner of said Section Twenty-Six (26), and proceeding thence North $81^{\circ}25'53''$ West, 3428.19 feet to the northerly Mean High Water Line of the Truckee River, the POINT OF BEGINNING;

THENCE leaving said northerly Mean High Water Line, South $31^{\circ}47'38''$ East, 142.37 feet to the southerly Mean High Water Line of the Truckee River;

THENCE along said southerly Mean High Water Line the following eight (8) courses:

- 1) South $58^{\circ}36'22''$ West, 50.47 feet,
- 2) South $40^{\circ}28'03''$ West, 23.08 feet,
- 3) South $20^{\circ}15'28''$ West, 22.28 feet,
- 4) South $46^{\circ}56'48''$ West, 119.39 feet,
- 5) South $48^{\circ}33'19''$ West, 3.41 feet,
- 6) South $42^{\circ}26'36''$ West, 39.45 feet,
- 7) South $56^{\circ}37'28''$ West, 20.81 feet and
- 8) South $33^{\circ}02'13''$ West, 56.85 feet,

THENCE leaving said southerly Mean High Water Line, North $65^{\circ}06'10''$ West, 162.86 feet to the northerly Mean High Water Line of the Truckee River;

THENCE along said northerly Mean High Water Line, the following thirteen (13) courses:

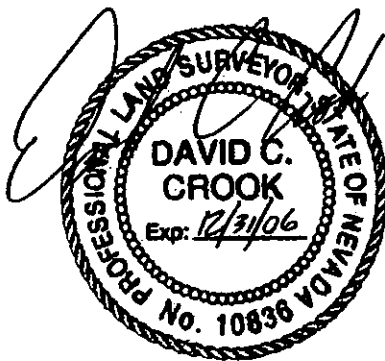
- 1) North $34^{\circ}55'36''$ East, 22.59 feet,

- 2) North 40°41'13" East, 8.97 feet,
- 3) North 52°58'10" East, 30.65 feet,
- 4) North 41°30'28" East, 59.27 feet,
- 5) North 41°45'08" East, 9.67 feet,
- 6) North 36°45'25" East, 37.48 feet,
- 7) North 36°26'12" East, 34.89 feet,
- 8) North 43°58'25" East, 34.93 feet,
- 9) North 44°19'57" East, 35.53 feet,
- 10) North 55°11'03" East, 28.95 feet,
- 11) North 56°44'51" East, 27.71 feet,
- 12) North 52°47'53" East, 48.99 feet and,
- 13) North 56°36'32" East, 43.25 feet to the POINT OF BEGINNING.

CONTAINING an area of 57,203 square feet of land, more or less.

BASIS OF BEARINGS:

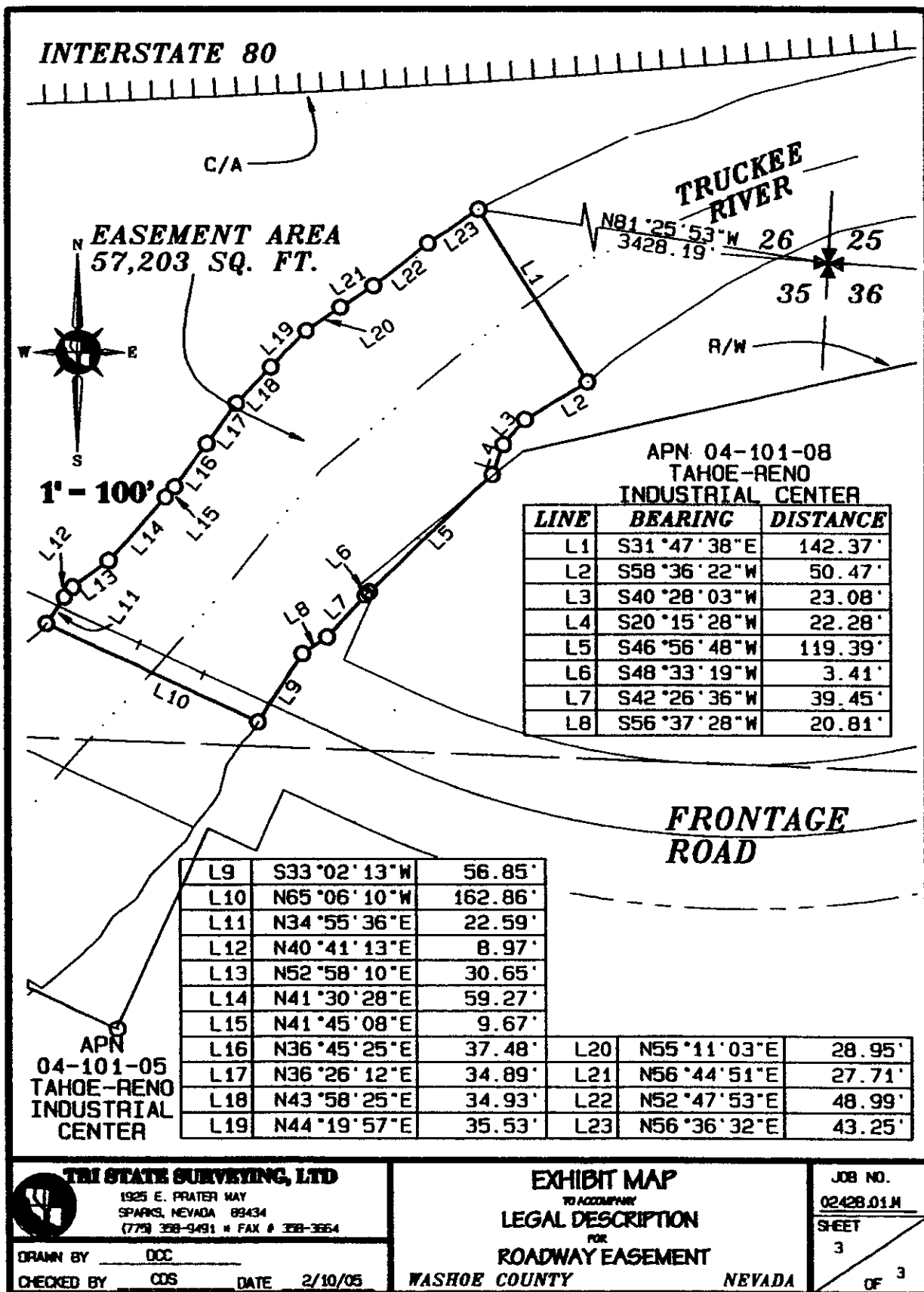
The Grid Bearing of North 68°20'45" East between NGS Stations N339 and X146, based on the North American Datum of 1983/94 HARN EXTENSION.



Date: 2/10/05

David C. Crook, P.L.S.
Nevada Certificate No. 10836

EXHIBIT B



**Second reading of Ordinance No.13-247 amending Storey County
Code Chapter 17.38 I-S Special Industrial Zone to update the chapter
by adding allowed uses, to make changes consistent with title 17, and
providing for other properly related matters.**

Ordinance No. 13-247

Summary

An ordinance amending Storey County Code chapter 17.38 I-S Special Industrial Zone to update the chapter by adding allowed uses and to make changes consistent with recently adopted title 17.

Title

An ordinance amending Storey County Code chapter 17.38 I-S Special Industrial Zone to update the chapter by adding allowed uses, to make changes consistent with title 17, and providing for other properly related matters.

The Board of County Commissioners of the County of Storey, State of Nevada, does ordain:

SECTION I: Chapter 17.38 is amended as follows:

Chapter 17.38

I-S Special Industrial Zone

Sections:

- 17.38.010 ~~Applicability.~~
- 17.38.020 Purpose and intent.
- 17.38.030 ~~Permitted~~ Allowed uses.
- 17.38.040 Required criteria for ~~permitted~~ allowed uses.
- 17.38.050 Special zoning limitations to assure separation of incompatible uses.
- 17.38.060 Building requirements.
- 17.38.070 Parcel size and width requirements.

17.38.010 ~~Applicability.~~

~~The I-S special industrial zone shall be governed by the provisions set forth in this chapter.~~

17.38.020 Purpose and intent.

The I-S special industrial zone is intended to provide areas for special industrial and manufacturing uses characterized by activities ~~which~~ *that* require distance separation ~~from~~ *from* other less intensive uses. ~~Such~~ *These* uses are necessary and appropriate for the planned development of ~~Storey County and shall the county and must~~ *the county and must* be protected from encroachment through proper land use controls and buffering. The provisions of the I-S special industrial zone are designed to allow safe operation of uses within the zone while

providing protection from encroachment on other uses ~~which~~ *that* may be impacted by special industrial and manufacturing activities.

17.38.030 Permitted Allowed uses.

In the I-S special industrial zone the following uses shall be permitted, provided compliance with the provisions of Section 17.38.040 is met and maintained:

The following uses are allowed in the I-S special industrial zoned provided that there is full compliance with this chapter.

- A. ~~Ammunition and artillery manufacture~~ manufacturing, testing and storage, and use.
- B. ~~Chemical manufacture~~ manufacturing, testing, and storage, and use.
- C. Air bag and other passive supplementary restraint system ~~manufacture~~ manufacturing, testing, and storage, and use.
- D. Explosive, propellant, and pyrotechnic ~~manufacture~~ manufacturing, testing, and storage and use.
- E. Igniter and ignition systems ~~manufacture~~ manufacturing, testing, and storage ~~[-]~~, and use.
- F. ~~Lithium and other volatile or unstable fuels and materials~~ manufacturing, testing, storage, and use.
- F. ~~Research and development activities related to any of the uses described in this Section 17.38.030;~~
- G. Hazardous materials, treatment, storage, and disposal, and use sites, including refuse disposal sites for hazardous materials produced or used on the site in connection with the uses permitted by this ~~Section 17.38.030~~ ~~[-]~~.
- H. ~~Waste to energy type production and generation facilities involving use, recovery or residue of petroleum and petroleum related wastes, biomass wastes, bio-hazardous wastes, solid wastes, and other non-hazardous wastes and waste products.~~
- I. ~~Commercial energy production from coal, petroleum, natural gas, propane, other fossil fuels, and other non-renewable energy generation.~~
- J. ~~Commercial energy production use types such as geothermal, hydrological, solar, wind, and other similar low-impact renewable energy generation systems.~~
- K. ~~Temporary (less than 1 year) and permanent (1 year or longer) concrete and asphalt batch plants.~~
- L. ~~Hazardous waste management facilities involving use, recovery, recycling, storage, treatment, and management of hazardous materials for hazardous materials produced or used on the site~~ ~~[-]~~.
- M. ~~Environmental testing facilities such as simulation of temperature, vibration, fire, explosion, high altitude, etc~~ ~~[-]~~.
- N. ~~Employee service facilities, operated in connection with, and on the same property as, a use permitted by this Section 17.38.030. Such~~ ~~These facilities shall must~~ be for the exclusive use of the property owner's invitees and invitees' employees and ~~shall must~~ not be open to the public ~~[-]~~.
- O. ~~Training and educational facilities that use explosives, ammunition, lasers, light, sound, radio waves, and other weapons systems and non-weapons systems applications for military and private entities.~~
- P. ~~Blast furnaces and incinerators of any type and for any purpose.~~

Q. K. Office, security and related functions operated in connection with, and on the same property as, any of the uses permitted by this Ssection.17.38.030[;]

R. Radio, television, and other commercial and non-commercial communication antenna support structures of any height.

S. ~~L.~~ Open air testing of materials developed for any of the uses described in this Ssection 17.38.030, including testing to obtain design criteria for building construction, personnel safety, shipping requirements and anything useful for those purposes[;].

T. Research and development activities related to any of the uses described in this section.

U. M. Other uses which are consistent with or related to the uses described in this Ssection. 17.38.030.

17.38.040 Required criteria for ~~permitted~~ allowed uses and special use permits.

Any use listed in Ssection 17.38.030 of this chapter ~~which can be~~ *that is* demonstrated by the applicant *to the satisfaction of the director* to meet the following criteria shall be a ~~permitted~~ *is an allowed* use in the I-S special industrial zone. Any use listed in Ssection 17.38.030 of this article ~~which~~ that does not meet all of the following criteria may be permitted by special use permit pursuant to Chapter 17.03 Administrative provisions. ~~17.62 of this title~~ *Notwithstanding the provisions of this chapter, a special use permit is required for laboratory, testing, and experimentation involving the use of live animals.*

A. No use or building except structures used for office or employee service facilities shall ~~may~~ be located closer than ~~five hundred~~ 500 feet from the boundary of the site unless the applicant ~~can demonstrate~~ *demonstrates to the satisfaction of the community development director* that the distance from the boundary of the site is adequate to protect surrounding uses.

B. In lieu of subsection A of this section, the boundaries of the site may be surrounded by a buffer area of the ~~same distance~~ 500 feet. The buffer area shall ~~must~~ not contain any uses or buildings, except that a use or building permitted in the I-S special industrial zone may be allowed provided *that the* such use or building is not less than ~~five hundred (500)~~ 500 feet from the boundaries of the property making the application, unless the applicant ~~can demonstrate~~ *to the satisfaction of the director* that the distance from the boundary of the site is adequate to protect surrounding uses. The buffer area may consist of property restricted by fee ownership, lease, easement, license, or other manner ~~which~~ *that* the applicant demonstrates will assure the existence of the buffer area for as long as the permitted use remains on the property. The buffer area may be provided by open space areas, wilderness land, or land restricted in use by a governmental agency or private entity, if the applicant demonstrates that the buffer area requirements will be met and retained for the life of the permitted use.

C. The boundaries of the property shall ~~zoned I-S may not~~ be located ~~no~~ closer than ~~one 1~~ mile to ~~any property in which permits a residential use is an allowed use,~~ except for those boundaries ~~permitting~~ *allowing* a residential use at the time of the passage of this ~~zoning ordinance~~ chapter.

D. The boundaries of the property shall ~~zoned I-S may not~~ be closer than ~~two~~ 2 miles from an ~~permitted~~ *incorporated or unincorporated* city or town.

E. Posting, marking and fencing of the property shall ~~must be in accordance~~ *comply* with the requirements of agencies having regulatory jurisdiction of the activity.

F. Weaponry, ammunition or explosives testing shall ~~may~~ not include the intentional flight of any missile, aircraft, or projectile outside of the area zoned I-S special industrial zone.

17.38.050 Special zoning limitations to assure separation of incompatible uses.

The purpose of these special limitations is to prohibit the encroachment of incompatible uses into areas adjacent to lands zoned for I-S special industrial use. ~~Such~~ *These* limitations are intended to preserve the continued usability of those areas zoned I-S special industrial zone for ~~permitted~~ *the allowed* uses and to protect other uses from the impacts and hazards which ~~could~~ *may* result if ~~such~~ *the* uses were established near areas zoned I-S special industrial zone.

All properties zoned within ~~one~~ *1* mile of any area zoned I-S special industrial shall ~~must~~ be zoned and maintained in one or more of the following ~~zone zones~~: ~~A. F forestry zone; or B. The I-2 heavy industrial zone zoning classifications: F forestry; I-S special industrial; I-2 heavy industrial; or I-3 heavy industrial.~~ *In addition, Additionally, no high explosive structures [shall] may be constructed on the property within one thousand three hundred twenty 1,320 feet of the boundary of the I-S special industrial zoned property.*

17.38.060 Building requirements.

Building ~~siting~~ *sites* and construction shall ~~must~~ conform with applicable federal, state and ~~local~~ *county* health, fire and safety codes applicable to the *allowed or* permitted use.

17.38.070 Parcel size and width requirements.

Each property shall ~~must~~ meet the required criteria of ~~Ssection~~ *Section* 17.38.040 ~~of this chapter.~~ The minimum width of any property shall ~~be is~~ *five thousand two hundred eighty feet 5,280 feet.*

Proposed on _____, 2013.

by Commissioner _____

Passed on _____, 2013.

Vote: Ayes Commissioners _____

Nays Commissioners _____

Absent

Commissioners

Bill Sjovangen, Chairman
Storey County Board of Commissioners

Attest:

Vanessa DuFresne
Clerk & Treasurer, Storey County

This ordinance will become effective on _____, 2013.

Business Licenses Second Reading

Storey County Community Development

Business Licensing



P O Box 526 • Virginia City NV 89440 • (775) 847-0966 • Fax (775) 847-0935 • buslic@storeycounty.org

To: Vanessa DuFresne, Clerk's Office
Pat Whitten, County Manager

11 March 2013
Via email

Please add the following item(s) to the **March 19, 2013**, COMMISSIONERS Agenda:

LICENSING BOARD

FIRST READINGS:

- A. **RELIABLE HANDYMAN SERVICE, LLC** – General / 3635 Green Acres Drive ~ Carson City
- B. **ALMIGHT ELECTRIC** – Contractor / 2927 Mooseridge Drive ~ Reno
- C. **RADCLIFFE PAINTING, INC** – Contractor / 4100 Mira Loma Drive ~ Reno
- D. **A FALCON ON THE RESCUE** – Contractor / 5245 Canyon Rim Court ~ Sparks
- E. **ONSTAR, LLC** – General / 3100 Cumberland Boulevard ~ Atlanta, GA
- F. **CSK AUTO, INC. dba O'REILLY AUTO PARTS** – General / 1715 N Carson St. ~ Carson City
- G. **HADLOCK MECHANICAL SERVICES, LLC** – Contractor / 9425 Benedict Drive ~ Sparks

LICENSING BOARD

SECOND READINGS:

- A. **BIALE CONSTRUCTION, LLC** – Contractor / 1733 Hymer Avenue ~ Reno
- B. **CALIFORNIA DRILLING & BLASING** – Contractor / 4144 Arden Drive ~ El Monte, CA
- C. **LIQUID BLUE EVENTS, LLC** – General / 748 South Meadows Parkway ~ Reno
- D. **DOUBLE DOWN HEAVY REPAIR, LLC** – General / 45 North Gobi Circle ~ Sparks
- E. **GBT CAD SERVICES, LLC** – Home Business / 4470 Victoria Road

VCH

Inspection Required

ec: Shannon Gardner, Building Dept.
Austin Osborne, Planning Dept.
Dean Haymore, Economic Dev.

Gary Hames, Fire Dept.
Patty Blakely, Fire Dept.
Assessor's Office

Sheriff's Office