



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

TUESDAY, JUNE 16TH, 2015 10:00 A.M.

DISTRICT COURTROOM
26 SOUTH B STREET, VIRGINIA CITY, NEVADA

AGENDA

MARSHALL MCBRIDE
CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

LANCE GILMAN
VICE-CHAIRMAN

JACK MCGUFFEY
COMMISSIONER

VANESSA STEPHENS
CLERK-TREASURER

Members of the Board of County Commissioners also serve as the Board of Fire Commissioners for the Storey County Fire Protection District, Storey County Brothel License Board, Storey County Water and Sewer System Board and the Storey County Liquor and Gaming Board and during this meeting may convene as any of those boards as indicated on this or a separately posted agenda.

All items include discussion and possible action to approve, modify, deny, or continue unless marked otherwise.

1. CALL TO ORDER AT 10:00 A.M.
2. PLEDGE OF ALLEGIANCE
3. DISCUSSION/POSSIBLE ACTION: Approval of Agenda for June 16, 2015
4. DISCUSSION/POSSIBLE ACTION: Approval of Minutes for June 1, 2015

CONSENT AGENDA

(All matters listed under the consent agenda are considered routine, and may be acted upon by the Board of County Commissioners with one action, and without an extensive hearing. Any member of the Board or any citizen may request that an item be taken from the consent agenda, discussed, and acted upon separately during this meeting. The Commission Chair reserves the right to limit the time allotted for each individual to speak.)

5. For possible action approval of Payroll Checks date 06/05/15 \$112,381.28, \$429,879.52 and \$50,541.64. Accounts payable checks date 05/29/15 for \$311,876.18, \$14,463.50 and \$7,635.80.

6. For possible action approval of May 2015 Treasurer Report.
7. For possible action approval of Business Licenses First Readings:
 - A. HARDSCAPES, INC. - Contractor / 950 Dartmouth Drive ~ Reno (paver installation)
 - B. ACE GRADING & PAVING - Contractor / 6015 S. Virginia St., ~ Reno (asphalt paving)
 - C. A J ELECTRIC, LLC - Contractor / 3659 Crestridge Way ~ Reno (electrical contractor)
 - D. ARROW SIGN COMPANY - Contractor / 1051 46th Avenue ~ Oakland, CA (sign contractor)

END OF CONSENT AGENDA

8. **DISCUSSION/POSSIBLE ACTION:** Approve the Governmental Services Agreement for Storey County Economic Diversification District No. 1 between Storey County, Storey County Fire Protection District and Tesla.
9. **DISCUSSION/POSSIBLE ACTION:** Approve second reading of Ordinance 15-263 adding section 3.50.200 to the Storey County Code providing for a pilot project for granting partial abatements of permitting fees to participants in a qualified project in Economic Diversification District No. 1 and providing for other properly related matters.
10. **DISCUSSION/POSSIBLE ACTION:** Presentation from the Nevada Department of Transportation to discuss Storey County's Work Program. **(This item will be heard at 11:00am)**
11. **DISCUSSION ONLY (No Action - No Public Comment):** Committee/Staff Reports
12. **BOARD COMMENT (No Action - No Public Comment)**
13. **DISCUSSION/POSSIBLE ACTION:** Approval of Resolution #15-428 Authorizing transfer of funds to the Virginia City Highlands Property Owners Association for crack-sealing of Cartwright Road.
14. **DISCUSSION/POSSIBLE ACTION:** Approve bid award to low bidder Sierra Nevada Construction Inc. in the amount of \$1,044,830.00 for Public Works Project No. ST-2015-181; Cape Seal Project on approximately 12.31 miles of selected roads and streets in Storey County.
15. **DISCUSSION/POSSIBLE ACTION:** Approve a License for use of County Property between the County of Storey (County), a political subdivision of the State of Nevada and Mark Twain Community Center (MTCC), a Nevada non-profit corporation.
16. **DISCUSSION/POSSIBLE ACTION:** Approve and authorize the chairman to sign the contract between Storey County and the State of Nevada, State Public Works Division of the Department of Administration to continue to provide water service from the Marlette system.
17. **DISCUSSION/POSSIBLE ACTION:** Approve second reading of business license for Montgomery Turner, CCW Instructor/Personal Defense.

18. **DISCUSSION/POSSIBLE ACTION:** Approval of Resolution #15-423, Augmentation of the Tech Fund.
19. **DISCUSSION/POSSIBLE ACTION:** Approval of Resolution #15-424, Augmentation of the Justice Court Fund.
20. **DISCUSSION/POSSIBLE ACTION:** Approval of Resolution #15-425, Augmentation of the Park Fund.
21. **DISCUSSION/POSSIBLE ACTION:** Approval of Resolution #15-426, Augmentation of the Virginia City Tourism Commission Fund.
22. **DISCUSSION/POSSIBLE ACTION:** Approval of Resolution #15-427, Augmentation of the General Fund.

RECESS TO CONVENE AS STOREY COUNTY WATER AND SEWER BOARD

23. **DISCUSSION/POSSIBLE ACTION:** Approval of transfer of appropriations, Virginia Divide Sewer, per NRS 354.598005.

ADJOURN TO CONVENE AS THE 474 FIRE PROTECTION DISTRICT BOARD

24. **DISCUSSION/POSSIBLE ACTION:** Approval of transfer of appropriations, Fire Protection District 474, per NRS 354.598005

ADJOURN TO RECONVENE AS THE STOREY COUNTY BOARD OF COMMISSIONERS

25. **DISCUSSION/POSSIBLE ACTION:** Approval of transfer of appropriations, General Fund, per NRS 354.598005.

COMMUNITY DEVELOPMENT AND PLANNING

26. FOR POSSIBLE ACTION, LICENSING BOARD SECOND READINGS:

- A. SOLAR CITY CORPORATION - Contractor / 3055 Clearview Way ~ San Mateo, CA (solar install.)
- B. TESLA MOTORS, INC. - General / Gigafactory Electric Avenue (manufacturing) TRI
- C. SEQUEL ELECTRICAL SUPPLY, LLC - 1425 4th Street ~ Meridian, MS (electrical contractor)
- D. EDWARDS ELECTRIC SERVICE, LLC - 6222 St. Louis Street ~ Meridian, MS (electrical contractor)
- E. SMITH STORAGE SYSTEMS - 18875 Mesquite Avenue ~ Reno (racking installer)
- F. STEPHON'S MOBILE BISTRO - General / 1810 Andesite Avenue ~ Reno (food truck)
- G. IONIX, LLC - General / 3033 Waltham Way, Unit 5 (metal fabrication) location change TRI
- H. RICH DOSS, INC. - General / 201 Wild Horse Canyon Drive (transportation) MCC

27. PUBLIC COMMENT (No Action)

28. ADJOURNMENT

NOTICE:

- Anyone interested may request personal notice of the meetings.
- Agenda items must be received in writing by 12:00 noon on the Monday of the week preceding the regular meeting. For information call (775) 847-0969.
- Items may not necessarily be heard in the order that they appear.
- Public Comment will be allowed at the end of each meeting (this comment should be limited to matters not on the agenda). Public Comment will also be allowed during each item upon which action will be taken on the agenda (this comment should be limited to the item on the agenda). Time limits on Public Comment will be at the discretion of the Chairman of the Board. Please limit your comments to three minutes.
- Storey County recognizes the needs and civil rights of all persons regardless of race, color, religion, gender, disability, family status, or nation origin.

Notice to persons with disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the Commissioners' Office in writing at PO Box 176, Virginia City, Nevada 89440.

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, religion, age, disability (Not all prohibited bases apply to all programs.) To file a complaint of discrimination write to USDA, Director, Office of civil rights, 1400 Independence avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or 202-6382 (TDD). USDA is an equal opportunity provider, employer, and lender. The TTY, VCO voice carry over) or HCO hearing carry over) number is 800-326-6868; voice only 800-326-6868. Check the customer Guide section of your telephone book under Services for Individuals with a Hearing or Speech Disability.

CERTIFICATION OF POSTING

I, Vanessa Stephens , Clerk to the Board of Commissioners, do hereby certify that I posted, or caused to be posted, a copy of this agenda at the following locations on or before June 9, 2015; Virginia City Post Office, Storey County Courthouse, Virginia City Fire Department, Virginia City Highlands Fire Department and Lockwood Fire Department.

By Vanessa Stephens
Vanessa Stephens Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: June 16, 2015

Estimate of time required: 5 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Approval of minutes for June 1, 2015

2. **Recommended motion:** Approve minutes as submitted.

3. **Prepared by:** Vanessa Stephens

Department: Clerk & Treasurer

Telephone: 775 847-0969

4. **Staff summary:** Minutes are attached.

5. **Supporting materials:** Attached.

6. **Fiscal impact:** N/A

Funds Available:

Fund:

_____ Comptroller

7. **Legal review required:** N/A

_____ District Attorney

8. **Reviewed by:**

VS Department Head

Department Name: Clerk & Treasurer

[Signature] County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. 4



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

MONDAY, JUNE 1ST, 2015 10:00 A.M.

DISTRICT COURTROOM
26 SOUTH B STREET, VIRGINIA CITY, NEVADA

MINUTES

MARSHALL MCBRIDE
CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

LANCE GILMAN
VICE-CHAIRMAN

JACK MCGUFFEY
COMMISSIONER

VANESSA STEPHENS
CLERK-TREASURER

Roll Call: Chairman McBride, Vice-Chairman Gilman, County Manager Pat Whitten, District Attorney Anne Langer, Clerk & Treasurer Vanessa Stephens, Comptroller Hugh Gallagher, Public Works Director Mike Nevin, Sheriff Gerald Antinoro, Administrative Officer/Senior Planner Austin Osborne and Deputy District Attorney Keith Loomis.

Absent: Commissioner Jack McGuffey

1. CALL TO ORDER

The meeting was called to order by the Chair at 10:00 A.M.

2. PLEDGE OF ALLEGIANCE

The Chair led those present in the Pledge of Allegiance.

3. DISCUSSION/POSSIBLE ACTION: Approval of Agenda for June 1, 2015

County Manager Pat Whitten requested continuance of Items 9 and 10 to June 16, 2015, public comment will be accepted today. Mr. Whitten also requested Item 16 be continued to June 16, 2015, and Items 21 and 22 to August 4, 2015.

Motion: Approve Agenda with continuation of Items 9, 10 and 16 to June 16, 2015, and Items 21 and 22 to August 4, 2015, **Action:** Approve, **Moved by:** Vice Chair Gilman, **Seconded by:** Chair McBride, **Vote:** Motion carried by unanimous vote (**summary:** Yes=2)

4. DISCUSSION/POSSIBLE ACTION: Approval of Minutes for May 5, 2015

Motion: Approval of Minutes for May 5, 2015, **Action:** Approve, **Moved by:** Vice Chair Gilman, **Seconded by:** Chair McBride, **Vote:** Motion carried by unanimous vote (summary: Yes=2)

5. DISCUSSION/POSSIBLE ACTION: Approval of Minutes for May 18, 2015

Motion: Approval of Minutes for May 18, 2015, **Action:** Approve, **Moved by:** Vice Chair Gilman, **Seconded by:** Chair McBride, **Vote:** Motion carried by unanimous vote (summary: Yes=2)

CONSENT AGENDA

6. For possible action approval of Payroll Checks date 05/22/15 \$311,350.23 and Accounts payable checks date 05/15/15 for \$394,641.84 and \$2,515.52.

7. For possible action approval of Montgomery Turner, Personal Defense, requesting a business license for CCW Instructor in Storey County.

8. For possible action approval of Business Licenses First Readings:

- a. SOLAR CITY CORPORATION - Contractor / 3055 Clearview Way, San Mateo, CA (solar install)
- b. TESLA MOTORS, INC. - General / Gigafactory Electric Avenue (manufacturing) TRI
- c. SEQUEL ELECTRICAL SUPPLY, LLC - 1425 4th Street, Meridian, MS (electrical contractor)
- d. EDWARDS ELECTRIC SUPPLY, LLC - 6222 St. Louis Street, Meridian, MS (electrical contractor)
- e. SMITH STORAGE SYSTEMS - 18875 Mesquite Avenue, Reno (racking installer)

END OF CONSENT AGENDA

Motion: Approval of Consent Agenda, **Action:** Approve, **Moved by:** Vice Chair Gilman, **Seconded by:** Chair McBride, **Vote:** Motion carried by unanimous vote (summary: Yes=2)

9. DISCUSSION/POSSIBLE ACTION: Approve the Governmental Services Agreement for Storey County Economic Diversification District No. 1 between Storey County, Storey County Fire Protection District and Tesla. **Continued to June 16, 2015 at 10:00 a.m.**

10. DISCUSSION/POSSIBLE ACTION: Approve second reading of Ordinance 15-263 adding section 3.50.200 to the Storey County Code providing for a pilot project for granting partial abatements of permitting fees to participants in a qualified project in Economic Diversification District No. 1 and providing for other properly related matters.
Continued to June 16, 2015 at 10:00 a.m

11. DISCUSSION/POSSIBLE ACTION: Acceptance of renewal proposal from Nevada Public Agency Insurance (POOL) and approval for payment from fiscal year 2015-2016 funds.

Carol Ingalls with Ingalls & Associates and Doug Smith with Nevada Public Agency Insurance Pool presented this item.

Ms. Ingalls explained because of the stability of the insurance rates and program, this year's renewal is almost flat, with a 2% decrease in premiums. Coverage has increased a small amount with more flood and earthquake coverage. This applies to the entire program. There is a slim chance that all participants would need flood or earthquake coverage at the same time.

Mr. Davis said the County's support and involvement with the Nevada Public Agency Insurance Pool is appreciated. Grant facilities will be expanded this year, aimed at risk management issues and anything related to training.

County Manager Whitten stated he is honored to work with this group for many years. They get better every year.

Motion: Approve renewal proposal from Nevada Public Agency Insurance (POOL) and payment from fiscal year 2015-2016 funds. **Action:** Approve, **Moved by:** Vice Chair Gilman, **Seconded by:** Chair McBride, **Vote:** Motion carried by unanimous vote (**summary:** Yes=2)

12. DISCUSSION ONLY (No Action – No Public Comment): Committee/Staff Reports

Shaun Griffin, Community Chest:

- The library is moving forward to obtain formal approval of a five-year plan from the State Library. A letter of support needs to be signed by the Commissioners.
- The five-year plan includes the following goals:
 - Achieve a high level of public awareness and visibility;
 - Explore collaborative opportunities and community connections;
 - Provide relevant/current collection in both print and digital formats;
 - Develop and implement programs and services that support the citizens;
 - Establish and maintain sustainable funding;
 - Regain legal public library status;
 - Improve and increase all levels of types of services.
- With the five-year plan, the library can obtain collection development funds, obligated by tax payers to every county.
- An advisory board has been established to develop the plan.
- The plan must be submitted by July 1st.
- During the last year, over 450 people used the library. The library is located in 3 sites throughout the County.
- Mr. Griffin will be meeting to discuss the Health Services contract for the coming year.
- Health Services is searching for a nurse to do out-reach in Lockwood.
- A nurse is still needed to do primary care. Currently there is a nurse doing pediatric well-baby checks and a nurse who does women's health. If a primary care nurse is unavailable through the offices of the two nurses mentioned, negotiations will have to be made through another health care provider. There is an issue with the liability required.

Mike Nevin, Public Works Director:

- Mr. Nevin and Mr. Whitten met with other entities to pursue additional funding for wastewater and other water projects.

- Meeting one was with NDOT to see if they would assist the County in removal of some of the NDOT storm drains on the south end of C Street. It appears the County will enter into a partnership with NDOT for at least 50% of the funding to accomplish this task.
- The second meeting was with BLM and USDA relative to water projects. Specifically, needed easements and changes in right-of-way from the Five Mile Reservoir into Virginia City. This meeting went well.
- Next week hopefully a meeting will be held with Federal officials who control funding on water and wastewater.
- Last week bids were opened for the slurry and pave/seal County-wide project. Funding has been set aside for the next fiscal year for this project.
- Swimming pool opens Sunday, June 14th.
- The property purchased by the County north of the swimming pool has been made graded providing additional parking for the pool
- Mr. Nevin is working with Mr. Whitten and Mr. Osborne on plans for the courthouse parking lot.
- Temporary/seasonal workers started today.
- The Marlette system will be shut down on Wednesday for one day. There should be no problems as the Five Mile Reservoir is kept topped-off.

Hugh Gallagher, Comptroller:

- At a recent V&T Rail Commission meeting, Jack McGuffey was selected as the Commission Vice-Chair.
- The Rail Commission approved a \$100,000 check to Storey County for payment that was due.
- In the next month or so, the audit will proceed so it can be determined if there are any additional amounts owed.
- This should help in reaching a resolution of this matter. After that, another interlocal agreement with the Rail Commission may be proposed.

Gerald Antinoro, Sheriff:

- The Bureau of Indian Affairs has made adjustments to the contract regarding the housing of tribal inmates. The contract is being reviewed by the District Attorney's office. If there are no problems, hopefully the contact will move forward.
- The annual Senior Awareness Program will be held later this month.
- This Friday members of the Sheriff's Office will be running the Special Olympics torch through Virginia City on its way to the opening ceremonies in Reno that evening.

Austin Osborne, Administrative Officer/Senior Planner:

- There will be a grand opening / ribbon cutting on State Route 342 tomorrow at 11 am, commemorating the new alignment of the road.
- Comstock Mining has already begun Phase 2 of the realignment of SR 342. Completion date is anticipated to be December 16th. Plans have been submitted.
- In order to cut costs on the Courthouse parking lot, thank you to Mike Nevin for stepping up and having Public Works crews do a lot of the work. This would include some landscaping and maybe paving and base.

- The next Planning Commission meeting will be held June 18th at 6PM at the Mark Twain Community Center. A master plan workshop will be held.
- At the last Planning Commission, a discussion was held regarding the County-wide sign ordinance. Some adjustments should be made between the County's ordinances and the those of the Comstock Historic District.
- Mr. Osborne is still working with Congressman Amodei's staff and John Porter's office on the Land's Bill to clarify language on how to transfer those lands from the BLM to Storey County, and from Storey County to the respective property owners.

Pat Whitten, County Manager:

- Saturday, June 6th at 10 am, the annual 10 acre meeting will be held at the Highlands Fire Station. Key elected officials are invited to attend.

13. BOARD COMMENT (No Action – No Public Comment)

None

14. DISCUSSION ONLY (No Action – No Public Comment): Discussion and direction to staff regarding legislation or legislative issues proposed by legislators or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues as may be deemed by the Chairman or the Board to be of critical significance to Storey County.

County Manager Pat Whitten reported the Governor's Budget passed the Assembly and it should pass the Senate. A lot of good legislation has been killed, including possibly a collective bargaining bill. SB111 was amended to only affect the Nevada Highway Patrol. Elected officials salary bill is currently in conference committee and hopefully will pass.

Two bills being watched by the County including an entertainment tax bill, which could have impact on many of the County's venues.

SB170, the Switch Data Center Bill, has passed both Assembly and Senate.

15. DISCUSSION ONLY (No Action – No Public Comment): Discussion and direction to staff regarding the request to the Federal Government for an additional zip code in Storey County specifically for the McCarran portion of the County.

Pat Whitten said he has been requested by the Las Vegas Postal system to write a letter to the Director of the Nevada – Las Vegas Post Office, requesting consideration of an additional zip code. Approval is not expected as the Post Office would only approve this request if it were to help efficiencies in the postal system. Congressman Amodei will assist the County with this request.

16. DISCUSSION/POSSIBLE ACTION: Approve a License for use of County Property between the County of Storey (County), a political subdivision of the State of Nevada and Mark Twain Community Center (MTCC), a Nevada non-profit corporation. **Continued to June 16, 2015 at 10:00am.**

17. DISCUSSION/POSSIBLE ACTION: Approve and authorize the chairman to sign the contract between Storey County and the State of Nevada, State Public Works Division of the Department of Administration to continue to provide water service from the Marlette system.

Deputy District Attorney Keith Loomis stated this is a proposed agreement with the State of Nevada to continue the water supply service from the Marlette system. Past agreements have been for ten years, this agreement will be perpetual, subject to certain termination provisions. Mr. Loomis reviewed changes made to the agreement.

Mr. Loomis indicated the agreement has been reviewed by Mike Nevin, Public Works Director, who feels this is a good agreement.

Vice-Chairman Gilman asked if there was any consideration given to re-visiting the pricing or cost of a cap system that doesn't allow open-ended adjustment. Mr. Loomis indicated this is not in the present agreement. Currently the price is going to be 75 cents per 1,000 gallons, beginning July 1, 2015. This amounts to approximately \$351 per year for the amount to be delivered. The State bought all of the water-rights through the Franktown Decree.

Mike Nevin reviewed the Franktown Decree. All water above the Hobart Creek Dam is Marlette System water. Below that point, it's Franktown ranch water. The State realizes that this water is the sole source for our area. After research, the connection has been determined to be in the middle of the 395 freeway as opposed to the east side of the freeway. Mr. Nevin explained the system. Mr. Nevin continued that this agreement addresses bond obligations previously issued by the State for major improvements to the system.

Mr. Whitten said the increase is related to extensive work being done on the east-slope catchments which has significantly increased the yield into the systems.

Vice Chair Gilman requested a continuance of this item to allow time to review the agreement.

Virginia Highlands Resident, Nicole Barde: What are the uses for the water in this agreement is it limited to the County?

Mr. Whitten answered it is limited to what is defined in the Franktown Decree. Generally, this is Virginia City, Gold Hill, and Silver City - this is Virginia City's water source. The possibly of conveying water to the Highlands has been explored, however that is outside the definitions of the decree. You would have to go back to court to have this adjusted.

Ms. Barde: Is anything short of piping the water allowable?

Mr. Whitten said use of the water trucks is something that just happens, but the answer would be no.

Motion: Continue item 17 to the June 16, 2015 meeting, **Action:** Approve, **Moved by:** Vice Chair Gilman, **Seconded by:** Chair McBride, **Vote:** Motion carried by unanimous vote (**summary:** Yes=2)

COMMUNITY DEVELOPMENT AND PLANNING

18. **DISCUSSION/POSSIBLE ACTION:** Special Use Permit 2015-009, by Sean Thomas Murray and Ann Marie Aragon Murray. The applicants are requesting a SUP for a short-term vacation rental (less than 30-day rental) for an existing single-family residence located at 275 East Union Street (R1 Single-Family Residential Zone) in Virginia City, Storey County, Nevada (APN: 001-246-08).

No action, application withdrawn by the applicants.

County Manager Whitten said the applicants are a class-act. It is an incredible testimony to the applicant's record that they engaged and talked with neighbors regarding this request. Should the applicants decide to take this in a different direction, Mr. Whitten will be their advocate. Every class quality lodging facility in this area is needed.

19. **DISCUSSION/POSSIBLE ACTION:** Variance 2015-014, by Loren Purcel. The applicant is requesting a sign variance for The Red Dog Saloon located at 76 North C Street in Virginia City, Storey County, Nevada (APN 001-084-09). The applicant requests a variance for the purpose of changing the allowed width, length, and shape of a sign which will be attached to the porch of the business and allowing a painted sign on the north side of the building.

Senior Planner Austin Osborne reviewed this item. Two variances are being requested by applicant for new signs to be placed on the Red Dog Saloon building. A variance is required for a new sign on the front of the building as the sign being requested does not meet the width and height requirements. Applicants are requesting a similar sign on the north facing wall which also requires a variance. Staff is recommending approval of this item while realizing there are some challenges with the current zoning ordinance. However, it is believed that the signs will contribute to economic development in creating an atmosphere for fun in Virginia City.

Mr. Osborne indicated that the Planning Commission requested this item be presented to the Historic District. The Historic District has reviewed the application and provided a Certificate of Authenticity, agreeing that the signs are appropriate for the District's regulations. The County's Master Plan states if there is a mis-match between County ordinances and the Historic District, the two entities get together to obtain a unified approach.

Mr. Osborne read the Findings:

6.1 The Findings listed in this subsection are the minimum to be cited in an approval or approval with conditions. The following Findings are evident with regard to the requested Variance when the recommended conditions in Section 7 are applied. At a minimum, an approval or conditional approval must be based on the following Findings:

6.1.1. There are special circumstances applicable to the subject property, including the configuration of the building and the location of the saloon and restaurant therein. Therefore, the strict application of the zoning ordinance deprives the subject property of privileges enjoyed by other properties in the vicinity or under identical zone classification.

6.1.2 That the granting of the Variance is necessary for the preservation and enjoyment of substantial property rights of the applicant (property owner).

6.1.3 That the granting of the Variance will not, under the circumstances of the particular case, adversely affect to a material degree the health or safety of persons residing or working in the neighborhood of the subject property and will not materially be detrimental to the public welfare or materially injurious to property or improvements in the neighborhood of the subject property.

6.1.4 The proposed Variance is in compliance with the purpose and intent of Federal, Nevada State, and Storey County regulations including, but not limited to, SCC 17.84 Signs and Billboards, and NRS 384 as determined by the Comstock Historical District Commission.

6.1.5 The proposed Variance is in compliance with and supports the goals, objectives and recommendations of the Storey County Master Plan.

Motion: In accordance with the recommendation by Staff and the Planning Commission, the findings under Section 6.1 of the Staff Report and other Findings deemed appropriate by the Board, and in compliance with all Conditions of Approval, I, Lance Gilman, hereby recommend approval for Variance Number 2015-014 for the installation of a sign which will be attached to the porch of the subject property and facing C Street and a painted sign on the side (north) of the subject property located at 76 North C Street, Virginia City, Nevada (APN: 001-084-09) **Moved by:** Vice Chair Gilman, **Seconded by:** Chair McBride, **Vote:** Motion carried by unanimous vote (**summary:** Yes=2)

20. DISCUSSION/POSSIBLE ACTION: Variance 2015-012. By Jennifer Barnes. The applicant is requesting a sign variance for the Mustang Ranch Steakhouse at 5 North C Street in Virginia City, Storey County, Nevada (APN: 001-086-01). The applicant requests variances to the provisions of SCC 17.84 (ordinance regulating signs and billboards) for the following purposes: (1) to allow a sign to be more than 15 inches in width (height) which will be attached above the porch facing C Street of the subject property; (2) to allow a sign attached to the end of the porch facing Union Street (south) of the subject property, and allow more than 15 inches in width (height) of that porch-end sign; and (3) to allow a back-lighted "Open" sign to be installed inside of a window abutting Union Street but facing C Street (west) of the subject property. **Continue item until July 7, 2015, board meeting.**

Austin Osborne advised that the Planning Commission will be hearing this item at a later date.

Motion: Continue item 17 to the July 7, 2015 meeting **Action:** Approve, **Moved by:** Vice Chair Gilman, **Seconded by:** Chair McBride, **Vote:** Motion carried by unanimous vote (**summary:** Yes=2)

21. DISCUSSION/POSSIBLE ACTION: Approve first reading of ordinance 15-264 an application No. 2014-020 (Continued from 12/02/14) by the Tahoe-Reno Industrial Center, LLC to amend the text of Storey County Code Title 17 (Zoning Ordinance) by adding Chapter 17.39 I-C Industrial-Commercial Zone. The intent of the proposed I-C Zone is to provide for certain mixed-use industrial and commercial uses where found appropriate by the board with recommendation by the Planning Commission. Additional information including, but not limited to, reports and the draft zone text may be obtained from the Planning Department at 775.847.1144 or planning@storeycounty.org. **Continue item until August 4, 2015, board meeting.**

22. DISCUSSION/POSSIBLE ACTION: Application No. 2014-021 (Continued from 12/02/14 meeting) by the Tahoe-Reno Industrial Center, LLC, and Storey County on behalf of The Nature Conservancy, LLC and the Union Pacific Railroad Company to amend the Official Storey County

Zoning Map. The amendments will apply regulatory zones to approximately 600 acres of land located in McCarran, Nevada (river District near the Tahoe-Reno Industrial Center) which was in July of 2014 transferred from Washoe County to Storey County by mean of boundary line adjustment. Additional information including, but not limited to, reports and maps may be obtained from the Planning Department at 775.847.1144 or planning@storeycounty.org. **Continue item until August 4, 2015, board meeting.**

COMMUNITY DEVELOPMENT AND PLANNING

23. FOR POSSIBLE ACTION, LICENSING BOARD SECOND READINGS:

- a. WORLD SOURCE INTEGRATION, INC - Contractor / 1201 North Raddant Rd ~ Batavia, IL (equipment supply)
- b. PEDRO & MARIA BECERRA TORRES - General / 26 E Prater ~ Sparks (handyman & cleaning)
- c. GERHARDT & BERRY CONSTRUCTION - Contractor / 2134 Kleppe Lane ~ Sparks (engineering)
- d. STEPHON'S MOBILE BISTRO - General / 1810 Andesite Avenue ~ Reno (food truck)
- e. LEE JOSEPH, INC. - Contractor / 864 South Wells Avenue ~ Reno (pool repairs)
- f. PWS SIERRA CATERING CO., LLC - General / 840 Washington Street ~ Reno (food truck)
- g. CONSTRUCTION - Contractor / 5290 Orcutt Rd ~ San Luis Obispo, CA (contractor)
- h. NOTHING BUT SKULLS VIRGINIA CITY NV - General / 11 North C Street (Retail Sales)VC
- i. IONIX, LLC - General / 3033 Waltham Way, Unit 5 (metal fabrication) location change TRI
- j. RICH DOSS, INC. - General / 201 Wild Horse Canyon Drive (transportation)

Senior Planner Austin Osborne, on behalf of the Business License Division, recommends approval of items a., b., c., e., f., g., and h., and to continue items d., i., and j.

Motion: Approve items a., b., c., e., f., g., and h. **Action:** Approve, **Moved by:** Vice Chair Gilman, **Seconded by:** Chair McBride, **Vote:** Motion carried by unanimous vote (**summary:** Yes=2)

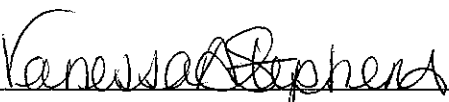
Motion: Continue items d., i., and j. **Action:** Approve, **Moved by:** Vice Chair Gilman, **Seconded by:** Chair McBride, **Vote:** Motion carried by unanimous vote (**summary:** Yes=2)

24. PUBLIC COMMENT (No Action)

County Manager Pat Whitten said word has just come in that the Governor's Tax Bill has cleared the Senate and will now move to the Governor for approval.

25. ADJOURNMENT at 11:08AM

Respectfully submitted,

By 
Vanessa Stephens Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: June 16, 2015

Estimate of time required: 0 min

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

1. For possible action approval of Payroll Checks date 06/05/15 \$112,381.28, \$429,879.52 and \$50,541.64. Accounts payable checks date 05/29/15 for \$311,876.18, \$14,463.50 and \$7,635.80.

2. **Recommended motion:** Approval of claims as submitted.

3. Prepared by: Hugh Gallagher

Department: Comptroller

Telephone: 775 847-1006

4. Staff summary: Please find attached the claims

5. Supporting materials: Attached

6. Fiscal impact:

Funds Available: NA

Fund: NA

__NA__ Comptroller

7. Legal review required:

__NA__ District Attorney

8. Reviewed by:

VS Department Head

Department Name: Comptroller

[Signature] County Manager

Other agency review: _____

9. Board action:

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 5

STOREY COUNTY PAYROLL SYSTEM
Check Register

Payroll Type: Regular
Payroll Groups: 1 2 3 4 5 6 7 8
Check Date: 06/05/15
Period-end Date: 05/31/15

Check/ DD #	Emp #/ Ded #	Payee	Amount
----------------	-----------------	-------	--------

Total User Transfer for EFTPS:			53,118.61
Total Deductor Checks:			104,182.75
Total Employee Checks:			1,012.42
Total Employee Direct Deposit:			246,505.60
Total Employee Deds Xferd on Dir Dep File:			7,092.50
Total User Transfer to Deductor:			17,967.64
Total Disbursed:			429,879.52

Approved by the Storey County Board of Commissioners: _____

CHAIRMAN	COMMISSIONER	COMMISSIONER
COMPTROLLER		
TREASURER		

Rept: PROS10A
Run: 06/03/15 14:57:57

STOREY COUNTY PAYROLL SYSTEM
Check Register

Page 2
FINAL

Payroll Type: Deductor Check Date: 06/03/15

Check/ DD #	Emp #/ Ded #	Payee	Amount
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Total User Transfer for EFTPS:			.00
Total Deductor Checks:			112,381.28

Approved by the Storey County Board of Commissioners: _____

CHAIRMAN	COMMISSIONER	COMMISSIONER
_____	_____	_____
COMPTROLLER	_____	_____
_____	_____	_____
TREASURER	_____	_____

Rept: PR0510A
Run: 06/03/15 15:02:30

STOREY COUNTY PAYROLL SYSTEM
Check Register

Page 2
FINAL

Payroll Type: Deductor Check Date: 06/03/15

Check/ DD #	Emp #/ Ded #	Payee	Amount
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Total User Transfer for EFTPS:			.00
Total Deductor Checks:			50,541.64

Approved by the Storey County Board of Commissioners: _____

CHAIRMAN	COMMISSIONER	COMMISSIONER
_____	_____	_____
COMPTROLLER	_____	_____
_____	_____	_____
TREASURER	_____	_____

Report No: PBI315
Run Date : 05/27/15

STOREY COUNTY
CHECK REGISTER 5/29/15

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
82269	ADVANCED DATA SYSTEMS INC	ENHANCEMENTS		5/29/15	73010	2,000.00	
82270	ALL STAR RENTS	MONTHLY SUPPORT		5/29/15	73010	1,540.00	3,540.00
82271	ALSCO INC	CONCRETE & BARREL RENT		5/29/15	73008	153.96	153.96
		ST 71 LAUNDRY		5/29/15	73068	13.84	
		ST 72 LAUNDRY		5/29/15	73068	8.77	
		ST 74 LAUNDRY		5/29/15	73068	10.52	
		SHOP		5/29/15	72976	45.69	
		SHOP		5/29/15	72976	50.79	
		CH		5/29/15	72976	36.80	166.41
82272	APPLE TIME INC	CHILD ID KITS		5/29/15	73065	559.93	559.93
82273	ARDAGH GROUP	PERMIT FEE REFUND		5/29/15	73085	108,500.00	108,500.00
82274	ASEM DISTRIBUTING INC	ST.2-SM BAY HTR-P SWITCH		5/29/15	72989	35.20	35.20
82275	AT&T MOBILITY II LLC	INTERNET FOR IPADS		5/29/15	73057	97.50	97.50
82276	AT&T TELECONFERENCE SERVI	32814533-00001		5/29/15	73009	20.74	20.74
82277	BENDER, DEBORAH	MAY 7-20, 2015		5/29/15	73029	180.00	180.00
82278	BERRY ENTERPRISES	RADIO REPAIR		5/29/15	73024	284.00	
		RADIO REPAIR		5/29/15	73024	12.00	
		RADIO REPAIR		5/29/15	73024	88.00	384.00
82279	BURRELL, SCOTT LEWIS	MAY 7-20, 2015		5/29/15	73031	9.00	
		STOCK-FILTERS		5/29/15	72978	307.50	316.50
		FR51811-LIFT SUPPORT		5/29/15	72978	35.34	
		FR51842-BR CONTR,WIREKIT		5/29/15	72978	67.98	
		PW58903-EXHAUST GASKET		5/29/15	72978	120.98	
		STOCK-FILTER		5/29/15	72978	14.69	
		PW58903-HOOD CTCH BRKT		5/29/15	72978	14.89	
		STOCK FILTER		5/29/15	72978	9.18	
		PW58903 EX GASKET		5/29/15	72978	11.49	
		SHOP-CAR WASH		5/29/15	72978	14.69	358.18
82281	CARSON SMALL ENGINES	LW MOWER		5/29/15	72977	62.75	62.75
82282	CARSON VALLEY OIL CO INC	PW-UNL & DSL		5/29/15	72985	2,338.68	
		VCH-DSL		5/29/15	72985	610.45	2,949.13
82283	CELLCO PARTNERSHIP	INV 9745161099 MAY WIFI		5/29/15	73078	40.01	
		772263062-00001 IPAD		5/29/15	73003	40.01	
		PLANT		5/29/15	73003	20.02	
		772263062-00001 IPAD		5/29/15	73003	246.28	
		9745513032 BC IPAD		5/29/15	73089	40.01	
		9745514926 CHIEF/FP IPADS		5/29/15	73069	120.03	
		242068667-00001		5/29/15	73010	64.10	
		IT IPAD		5/29/15	73061	80.02	
		CELL DATA FOR IPAD		5/29/15	73018	40.01	

Report No: PB1315
Run Date : 05/27/15
CHECK
NUMBER

STOREY COUNTY
CHECK REGISTER 5/29/15

Page 2

VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
82284 COLLECTION SERVICE OF NEV	HUGH		5/29/15	73012	40.01	730.50
82285 COMSTOCK CHRONICLE (VC)	DRAKER, GARNISHMENT		5/29/15	73043	213.32	213.32
	CAPE SEAL PROJ-BIDS		5/29/15	72980	47.25	
	DATE CHANGE 5/18		5/29/15	73010	43.87	
	DATE CHANGE 5/18		5/29/15	73010	43.87	
	DATE CHANGE 5/18		5/29/15	73010	43.87	
	DATE CHANGE 5/18		5/29/15	73010	43.87	
82286 COMSTOCK GOLD MILL LLC	DATE CHANGE 5/18		5/29/15	73010	43.87	310.47
82287 CONNERS INC	MAY 7-20, 2015		5/29/15	73032	3.00	
82288 CRESTA, OCTAVIO A	SIDEWALK AT SO		5/29/15	73032	96.00	99.00
82289 DAIOHS USA INC	MAY 7-20, 2015		5/29/15	73067	5,000.00	5,000.00
	ST 72 WATER		5/29/15	73033	220.00	220.00
	ST 71 WATER		5/29/15	73070	99.90	
	WATER COOLER RENTAL MAY		5/29/15	73070	49.95	
	CH- DRINK WATER MAINT		5/29/15	73056	25.95	
	FILTER CHANGE AND MO RENT		5/29/15	72983	99.90	
	SO WATER COOLER		5/29/15	73082	49.95	
	FILTER CHANGE		5/29/15	73025	49.95	
	JAIL WATER COOLER		5/29/15	73056	49.95	
82290 ECN INTR HOLDING CO INC			5/29/15	73025	49.95	475.50
82291 ELLIOTT AUTO SUPPLY INC	CODE RED YEARLY		5/29/15	73017	1,800.00	1,800.00
	BLD48248-SEN REM		5/29/15	72979	45.14	
	SO62213-RELAY A/C		5/29/15	72979	18.30	
	PW21054-GAS FILTER		5/29/15	72979	11.36	
	PW58903-OIL CAP		5/29/15	72979	7.35	
	BLD48248-SENSOR		5/29/15	72979	67.50	
82292 EWING IRRIGATION PRODUCTS	SO62213-RELAY A/C		5/29/15	72979	9.04	158.69
	VC-BEST TURF		5/29/15	72981	155.30	
82293 FARR WEST ENGINEERING	B OF A-IRRIGATION WATER.		5/29/15	72981	19.55	174.85
	R4092-888 CAPE SEAL PROJ		5/29/15	72988	2,477.50	
	R4092-896 VC SEWER PROJEC		5/29/15	72988	2,580.00	
82294 FAST GLASS INC	R4092-987 VC WATER PROJEC		5/29/15	72988	1,955.00	7,012.50
82295 FASTENAL COMPANY	FR51844-LABOR FOR BACKGLA		5/29/15	73000	75.00	75.00
82296 FERGUSON ENTERPRISES INC	SHOP- D BATTERIES		5/29/15	73001	25.75	25.75
82297 FLYERS ENERGY LLC	2X10 CLAMPS-STOCK		5/29/15	72982	391.53	391.53
82298 GAUNT, DANIEL	LW-DSL & REG		5/29/15	72984	1,193.13	1,193.13
82299 GLADDING, EDWARD A.	REPLACEMENT BATON		5/29/15	73022	92.54	92.54
82300 GRAINGER	INVESTIGATIVE SERVICES		5/29/15	73080	5,504.19	5,504.19

Report No: PB1315
Run Date : 05/27/15
CHECK
NUMBER

STOREY COUNTY
CHECK REGISTER 5/29/15

VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
82301 GRAN, NANCY J	LEATHER GLOVES		5/29/15	72999	28.14	
82302 GRANSBERRY, TOM	LEATHER GLOVES		5/29/15	72999	192.96	221.10
	BATTALLONES, GARNISHMENT		5/29/15	73042	332.16	332.16
	5.0 HRS		5/29/15	73013	225.00	
	14.0 HRS		5/29/15	73013	630.00	
	13.5 HRS		5/29/15	73013	607.50	1,462.50
82303 GREAT BASIN TERMITE & PES	ST 71 PEST CONTROL		5/29/15	73071	65.00	
	ST 72 PEST CONTROL		5/29/15	73071	65.00	
82304 HD SUPPLY FACIL MAINT LTD	LMSC- QUARTERLY SERVICE		5/29/15	72986	65.00	195.00
82305 HENRY SCHEIN	SWR PLINT-TUBING,DRUM PMP		5/29/15	72998	2,218.02	2,218.02
82306 HIGH DESERT MICROIMAGING	EMS SUPPLIES		5/29/15	73072	663.42	663.42
	FILM-IMG BK 70-78		5/29/15	73030	1,044.29	
82307 HISTORIC FOURTH WARD SCHO	IMG-FILM 121711-122028		5/29/15	73030	355.49	1,399.78
82308 HOME DEPOT CREDIT SERVICE	MAY 7-20, 2015		5/29/15	73034	84.00	84.00
	CH-EXIT LIGHT		5/29/15	72987	89.76	
	VCSC-EXIT LIGHTS, KITCHEN		5/29/15	72987	138.94	
	LMSC-WEED CONTROL		5/29/15	72987	59.96	
	VCSC-KITCHEN FLOOR MAT.		5/29/15	72987	236.65	
	LMSC- PAINT & EMERG. LTS		5/29/15	72987	187.85	
	C ST STAIRS-SCREWS		5/29/15	72987	159.92	873.08
82309 HOT SPOT BROADBAND INC	ST 72 INTERNET		5/29/15	73060	82.50	
	6/2/15 - 7/1/15		5/29/15	73035	120.00	202.50
82310 IRON MOUNTAIN INFO MGT IN	1/2 SHRED BIN CONSOLE		5/29/15	72972	506.26	506.26
82311 IT1 SOURCE LLC	EVOLIS RIBBON		5/29/15	73039	71.77	
	APPASSURE RENEWAL		5/29/15	73062	839.16	910.93
82312 JBP LLC	KW704-FUEL INJ		5/29/15	72990	4,250.16	
	WATER TRUCK- PACKING RING		5/29/15	72990	35.99	
	KW704-CORE CREDIT		5/29/15	72990	858.00	
	PW62653-BRINE-COOLER		5/29/15	72990	303.58	
	FIRE FOAM75-BRAKE VALVE		5/29/15	72990	50.59	3,782.32
82313 JUDGE EDWARD R JOHNSON			5/29/15	73016	368.07	368.07
82314 KIECHLER, CHRISTIAN A			5/29/15	73036	8.00	
	MAY 7-20, 2015		5/29/15	73036	621.00	629.00
82315 L N CURTIS & SONS	KLINGLER SHIELD		5/29/15	73073	102.75	102.75
82316 LESTER, LARRY & TAMMIE	GATES/GATE WHEEL/FAIRGRND		5/29/15	73038	342.00	342.00
82317 LEE JOSEPH INC	HICKS, CERT POOL OPERATOR		5/29/15	72992	270.00	270.00
82318 LIQUID BLUE EVENTS LLC			5/29/15	73040	1,000.00	
82319 LIQUID BLUE EVENTS LLC			5/29/15	73040	1,000.00	1,000.00

Report No: PB1315
Run Date : 05/27/15
CHECK
NUMBER

STOREY COUNTY
CHECK REGISTER 5/29/15

Page 4

VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
82320 LIQUID BLUE EVENTS LLC	JUNE RETAINER		5/29/15	73041	2,185.00	2,185.00
82321 MA LABORATORIES INC	OYSTER FRY COMMISSION		5/29/15	73045	10,385.56	10,385.56
82322 MEDORA COPORATION	MARNEY PC HARDWARE		5/29/15	73063	1,251.98	1,251.98
82323 METRO OFFICE SOLUTIONS IN	5 MILE RES-SOLARBE MACHI BEEKEEPER 3 YR SERVICE		5/29/15	72997	26,178.00 2,704.00	28,882.00
82324 MICHAEL HOHL MOTOR CO	SUPPLIES		5/29/15	73083	41.07	
82325 MOORE, MATTHEW HUNTER	SO62213-HARNES		5/29/15	73019	62.22 177.68	280.97
82326 MORGAN TIRE OF SACRAMENTO	FAIRGROUNDS SEATING		5/29/15	72991	25.51	25.51
82327 MPS DENTAL LLC	PW58903-TIRES WATER TRUCK-TIRES JD LOADER- TIRES		5/29/15	73047	10,000.00	10,000.00
82328 NATIONAL BUSINESS FACTORS	INMATE DENTAL, FREED INMATE DENTAL, ROBBINS ROBBIS-IND INMATE DENTAL INMATE DENTAL, STALDER		5/29/15	72995	467.76 150.00 6,499.80	7,117.56
82329 NEV ADMIN BLDG & GROUNDS	COBAIN, GARNISHMENT		5/29/15	73054	782.00	
82330 NEV DIV ENVIRONMENT PROTE	APRIL WATER PURCHASE		5/29/15	73054	1,074.25	
82331 NEV LEGISLATIVE COUNSEL	GH SEPTIC PERMIT 7/1-6/30 WWTP PERMIT		5/29/15	72995	355.75	
82332 NEV RURAL REGIONAL CENTER			5/29/15	73054	105.00	2,317.00
82333 NEVADA RURAL COUNTY RSVP			5/29/15	73046	270.04	270.04
82334 NOVI AND WILKIN			5/29/15	72993	5,011.36	5,011.36
82335 OFFICE DEPOT INC			5/29/15	73004	300.00	
82336 OFFSITE DATA DEPOT, LLC			5/29/15	73004	1,914.00	2,214.00
82337 OWENS EQUIPMENT SALES			5/29/15	73081	620.00	620.00
82338 PETRINI, ANGELO D	MARCH MEDICAID GAVENDA		5/29/15	72975	254.99	254.99
82339 PHYSIO CONTROL INC	CDBG FINAL OUTREACH		5/29/15	73006	726.46	726.46
82340 PICTOMETRY	CASE#14CR000451F		5/29/15	73015	300.00	300.00
82341 PROFESSIONAL FINANCE CO I	FILE FOLDERS		5/29/15	73027	11.14	11.14
	CLERK OFFICE		5/29/15	72971	312.58	312.58
	SWEPPER-BROOM		5/29/15	72996	681.41	
	SWEPPER-BROOMS		5/29/15	72996	1,983.87	2,665.28
	MAY 7-20, 2015		5/29/15	73048	40.00	
	EMS SUPPLIES		5/29/15	73048	72.00	112.00
	EMS SUPPLIES		5/29/15	73075	119.24	439.24
	2015 SPRING FLIGHT		5/29/15	73075	320.00	
			5/29/15	73079	24,635.00	24,635.00

Report No: PB1315
Run Date : 05/27/15
CHECK
NUMBER

STOREY COUNTY
CHECK REGISTER 5/29/15

Page 6

VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
82355 THERMATEMP	JAIL BATTS FOR EXIT SIGNS		5/29/15	73028	15.18	15.18
82356 UNCOMMON JOURNEYS, INC	JAIL TOILET SERVICE		5/29/15	73020	90.00	90.00
82357 UNIFORMITY OF NEVADA LLC			5/29/15	73011	68.25	
			5/29/15	73011	34.00	102.25
82358 US BANCORP EQUIPMENT FINA	HARVEY NOMEX BADGES		5/29/15	73077	210.00	
82359 VIRGINIA & TRUCKEE RR CO	COPIER LEASE ACCT-842499		5/29/15	73023	247.98	457.98
82360 VIRGINIA CITY BREWERY &	APRIL 23-MAY 6, 2015		5/29/15	73059	3,726.08	3,726.08
82361 VIRGINIA CITY TOURS INC	REFUND OF OVERPAYMENT		5/29/15	73053	2,256.00	2,256.00
	MAY 7-20, 2015		5/29/15	73064	421.25	421.25
82362 WALKER & ASSOCIATES			5/29/15	73052	84.00	
			5/29/15	73052	1,084.00	
			5/29/15	73052	8.00	1,176.00
82363 WASHOE COUNTY SENIOR SERV	LUNCHES		5/29/15	72970	142.00	
	LOBBYIST SERVICES		5/29/15	72970	1,666.00	1,808.00
82364 WHITTEN, PAT	LOCKWOOD MEALS APRIL 2015		5/29/15	73007	1,940.93	1,940.93
82365 WOOD, CORLISS	5-7-15 NEVADA FOOD TRUCK		5/29/15	73010	49.01	49.01
82366 3D CONCRETE INC	MENTAL HEALTH FIRST AID		5/29/15	73021	50.00	50.00
	GH RD MAINT		5/29/15	73005	1,112.85	1,112.85
				CHECKS TOTAL	311,876.18	

ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION

CHECKS TOTAL 311,876.18
CHECK DATE 5/29/15
SIGNED FOR ST. Gallager 5.27.15
COMPTROLLER
Corey Dennis 5.28.15
TREASURER - Deputy

CHAIRMAN

COMMISSIONER

COMMISSIONER

Report No: PB1390
 Run Date : 05/29/15
 CHECK FISCAL
 NUMBER YEAR RECORD# VENDOR NAME
 82368 2015 9805 CONNERS INC

STOREY COUNTY TYPED CHECKS REGISTER				DESCRIPTION
AMOUNT	CHECK TOTAL	CHECK DATE	INVOICE#	
14,463.50	14,463.50	5/29/15	4422	IMPROVEMENT PROJEC
TYPED CHECKS TOTAL	14,463.50			

ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION DATE

[Signature] *[Signature]* *[Signature]* 5.29.15

COMPTROLLER
 TREASURER
 CHAIRMAN
 COMMISSIONER
 COMMISSIONER

Report No: PB5480ST
Run Date : 05/27/15
PC

NUMBER 53 VENDOR 53 WELLS ONE COMMERCIAL CARD

STOREY COUNTY
PURCHASE CARD REGISTER

FUND-DEPT INVOICE #

PAYMENT

C.NEVIN- AMAZON
C.NEVIN- ATT
C.NEVIN- ATT
C.NEVIN- ROADPOST
CHANDLER ICC IRC
CITRIX
CW DOMAIN SEO SERVIC
CW OFFICE DEPOT
CW UNITED SITE SERVI
DD DELTA AIR
DD ROASTING HOUSE
GILMAN GOLDEN GATE
GILMAN MAVERIK GAS
HAYMORE HOME DEPOT
HAYMORE SET CONF
KD DRI PRINTING SERV
KD FIREHOUSE SALOON
KD IN RED ROCK SPRIN
KD SQ THE ROASTING H
KD SQ THE ROASTING H
KD 4 ALL PROMO'S
MAY 21, 2015
OFFICE DEPOT BUCHIA
OSBORNE BURLINGTON
OSBORNE SHRM ANNUAL
OSBORNE 1ST AND 10
RES #7898737
SUBWAY
WHITTEN ALLIANZ
WHITTEN NACO JULY15
007093
074310
096655
135776327
1380004.002
138023935
138864913
143557741
157743
157752
217344
5/21/15
659032735
9353289

DESCRIPTION

DATE

TRANS#

AMOUNT

POWER CORD FOR BACKUP 5/29/15 466 15.21
INTERNET- 372 S C STRE 5/29/15 466 60.00
INTERNET-LOCKWOOD COMM 5/29/15 466 70.00
SATELLITE PHONE 5/29/15 466 52.16
TRAINING MATERIALS 5/29/15 467 79.00
DA REMOTE ACCESS 5/29/15 470 114.72
MEETINVC.COM 5/29/15 474 64.00
OFFICE SUPPLIES 5/29/15 474 86.94
MEMORIAL DAY PARADE 5/29/15 474 156.00
DELTA COMFORT+ 5/29/15 471 190.60
MEETING EXPENSE 5/29/15 471 11.20
GAS 5/19/2015 5/29/15 465 71.49
05/13/2015 5/29/15 465 60.04
SAFETY SUPPLIES 5/29/15 467 1.184.11
UNR HOST ECON DEV CONF 5/29/15 467 125.00
4TH OF JULY PRINTING 5/29/15 473 228.35
NCOT FAM 5/29/15 473 115.00
VC GIFT SHOP WATER 5/29/15 473 160.00
NCOT FAM 5/29/15 473 9.68
VC JOB INTERVIEWS 5/29/15 473 33.97
TRADE SHOW EXPENSE 5/29/15 473 269.41
TRAINING DUFRESNE, HILL 5/29/15 1446 150.00
OFFICE SUPPLIES 5/29/15 467 178.90
CUSHION FOR OFFICE CHA 5/29/15 465 10.75
CONFER HOTEL JUNE28/29 5/29/15 465 133.28
CARSON SUBCONSERV MEET 5/29/15 465 16.64
LODGING / REIMBURSED 5/29/15 468 568.83
LOCWD RE-APPR/RIVER NC 5/29/15 472 17.13
TRAVEL INS NACO JULY 2 5/29/15 465 84.00
WHITTEN AND MCHRIE RE 5/29/15 465 1,080.00
PROJECTOR 5/29/15 470 649.99
AUDIO ADAPTERS 5/29/15 470 13.98
JAIL FOOD 5/29/15 469 56.00
IT DSL 5/29/15 470 75.00
LIFEGUARD TRAINING 5/29/15 1446 375.00
COMMISH DSL 5/29/15 470 60.00
DSL SHERIFF 5/29/15 470 75.00
COMDEV DSL 5/29/15 470 183.38
JASON 5/29/15 1446 151.76
JASON 5/29/15 1446 106.00
SKRETTA/MIRROR 5/29/15 1446 101.32
JASON 5/29/15 1446 19.98
JASON VANHADEL 5/29/15 1446 14.99
UNIFORMS LIFE GUARDS 5/29/15 1446 356.99

Card Total

7,635.80
7,635.80

ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION DATE

W. Gallagher
COPTROLLER
5.27.15



Storey County Board of County Commissioners Agenda Action Report

Meeting date: June 16, 2015

Estimate of time required: 5 min.

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

1. **Title:** Approval of Treasurer Report for May 2015

2. **Recommended motion:** Approval of report as submitted

3. **Prepared by:** Vanessa Stephens

Department: Clerk & Treasurer

Telephone: 847-0969

4. **Staff summary:** Report is attached.

5. **Supporting materials:**

6. **Fiscal impact:**

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

VS Department Head

Department Name: Clerk & Treasurer

[Signature] County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 6

AD VAL FOR THE MONTH OF MAY 2015

	001 GENERAL	001-500 INDUST GID	150 SCH OP	160 SCH DB	060 CAP AQU	170 STATE	010 IND MED	185 IND ACC	001 YOUTH	250 FIRE/EMER	200 TRI Payback	001 PENALTIES	001-34104 A/R 6%	001-36506 OVRPMT	165 A/R 2%	TOTAL
TREASURER																
2010/2011																
2012-2013	\$ 449.27	\$	\$ 190.16	\$ 36.68	\$ 12.68	\$ 43.10	\$ 2.54	\$ 3.80	\$ 1.13	\$ 138.08		\$ 237.18				\$ -
Special Assess																\$ -
Total 2012-2013	\$ 449.27	\$ -	\$ 190.16	\$ 36.68	\$ 12.68	\$ 43.10	\$ 2.54	\$ 3.80	\$ 1.13	\$ 138.08		\$ 237.18				\$ 1,114.62
Subtotal	\$ 449.27	\$ -	\$ 190.16	\$ 36.68	\$ 12.68	\$ 43.10	\$ 2.54	\$ 3.80	\$ 1.13	\$ 138.08		\$ 237.18				\$ 1,114.62
2013-2014	\$ 1,738.89	\$ 1.76	\$ 736.48	\$ 142.35	\$ 49.16	\$ 167.28	\$ 9.68	\$ 14.79	\$ 4.11	\$ 535.88		\$ 895.47				\$ -
Special Assess																\$ -
Total 2013-2014	\$ 1,738.89	\$ 1.76	\$ 736.48	\$ 142.35	\$ 49.16	\$ 167.28	\$ 9.68	\$ 14.79	\$ 4.11	\$ 535.88		\$ 895.47				\$ 4,295.85
TOTAL PRIOR	\$ 2,188.16	\$ 1.76	\$ 926.64	\$ 179.03	\$ 61.84	\$ 210.38	\$ 12.22	\$ 18.59	\$ 5.24	\$ 673.96		\$ 1,132.65				\$ 5,410.47
2014/2015	\$ 10,249.37	\$ 3,172.12	\$ 5,680.00	\$ 1,093.12	\$ 377.21	\$ 1,285.59	\$ 73.79	\$ 112.80	\$ 33.36	\$ 4,124.56		\$ 3,183.99				\$ 29,385.91
Special Assess	\$ 100.53		\$ 42.56	\$ 8.21	\$ 2.84	\$ 9.65	\$ 0.57	\$ 0.85	\$ 0.26	\$ 30.90						\$ 196.37
TOTAL 14/15	\$ 10,349.90	\$ 3,172.12	\$ 5,722.56	\$ 1,101.33	\$ 380.05	\$ 1,295.24	\$ 74.36	\$ 113.65	\$ 33.62	\$ 4,155.46		\$ 3,183.99				\$ 29,582.28
TOTAL SECURED	\$ 12,538.06	\$ 3,173.88	\$ 6,649.20	\$ 1,280.36	\$ 441.89	\$ 1,505.62	\$ 86.58	\$ 132.24	\$ 38.86	\$ 4,829.42		\$ 4,316.64				\$ 34,992.75
Refund Secured																\$ -
REPORT TOTALS	\$ 12,538.06	\$ 3,173.88	\$ 6,649.20	\$ 1,280.36	\$ 441.89	\$ 1,505.62	\$ 86.58	\$ 132.24	\$ 38.86	\$ 4,829.42		\$ 4,316.64				\$ 34,992.75
ASSESSOR																
2007/2008																\$ -
2008/2009																\$ -
2009/2010																\$ -
2010/2011																\$ -
2011/2012																\$ -
2012/2013	\$ 14.89	\$	\$ 6.56	\$ 1.27	\$ 0.43	\$ 1.48	\$ 0.08	\$ 0.13	\$ 0.05	\$ 4.77		\$ 5.84	\$ 1.93	\$	\$ 0.65	\$ 38.08
Subtotal	\$ 14.89	\$	\$ 6.56	\$ 1.27	\$ 0.43	\$ 1.48	\$ 0.08	\$ 0.13	\$ 0.05	\$ 4.77		\$ 5.84	\$ 1.93	\$	\$ 0.65	\$ 38.08
2013/2014	\$ 20.84	\$	\$ 8.14	\$ 1.57	\$ 0.56	\$ 1.85	\$ 0.13	\$ 0.17	\$ 0.06	\$ 5.92		\$ 4.27	\$ 2.56	\$	\$ 0.85	\$ 46.92
TOTAL PRIOR	\$ 35.73	\$ -	\$ 14.70	\$ 2.84	\$ 0.99	\$ 3.33	\$ 0.21	\$ 0.30	\$ 0.11	\$ 10.69		\$ 10.11	\$ 4.49	\$	\$ 1.50	\$ 85.00
2014/2015	\$ 449.49	\$ 9,871.34	\$ 4,368.53	\$ 842.82	\$ 291.20	\$ 990.20	\$ 58.06	\$ 87.22	\$ 26.24	\$ 3,172.18		\$ 131.82	\$ 1,314.61	\$	\$ 438.22	\$ 22,041.93
Overpayment																
TOTAL UNSEC	\$ 485.22	\$ 9,871.34	\$ 4,383.73	\$ 845.66	\$ 292.19	\$ 993.53	\$ 58.27	\$ 87.52	\$ 26.35	\$ 3,182.87		\$ 141.93	\$ 1,319.10	\$ -	\$ 439.72	\$ 22,126.93
MISC																
PX-PC-DIST																\$ -
MX-DIST	\$ 87,880.72	\$	\$ 37,197.67	\$ 7,176.67	\$ 2,479.84	\$ -	\$ 495.97	\$ 743.95	\$ 223.19	\$ 27,010.47		\$ -	\$ -	\$ -	\$ -	\$ 163,208.48
PX-DIST																\$ -
PC-DIST		\$														\$ -
GRAND TOTAL	\$ 100,904.00	\$ 13,045.22	\$ 48,230.10	\$ 9,302.69	\$ 3,213.92	\$ 2,499.15	\$ 640.82	\$ 963.71	\$ 288.40	\$ 35,022.76		\$ 4,458.57	\$ 1,319.10	\$ -	\$ 439.72	\$ 220,378.16

Outstanding Checks
1 Through 999999
0/00/00 - 5/31/15

TP	Check #	Bank Seq	Person #	Vendor/Employee Name	From	Check Date	Amount
CK	80402	199 00	404064	PROFESSIONAL FINANCE CO I		10/03/14	311.86
CK	80562	199 00	403983	VCTC		10/17/14	532.73
CK	80612	199 00	403753	HOT SPOT BROADBAND INC		10/31/14	82.50
CK	80647	199 00	404064	PROFESSIONAL FINANCE CO I		10/31/14	566.50
CK	80726	199 00	404545	HAXTON, FRANK O		11/14/14	1,050.00
CK	80820	199 00	403285	BERGER BLDG SUPPLY CO INC		11/26/14	725.13
CK	80918	199 00	99837	BATTERIES PLUS (RENO)		12/12/14	99.00
CK	81144	199 00	403677	CORELOGIC INC		1/09/15	149.00
CK	81459	199 00	404587	APPELBAUM, TREVOR		2/20/15	25.00
CK	81518	199 00	103451	NEVADA JUDGES OF LIMITED		2/20/15	250.00
CK	81614	199 00	404590	KALATA, COREY MICHAEL		3/06/15	25.00
CK	81922	199 00	403959	BENDER, DEBORAH		4/17/15	60.00
CK	81937	199 00	404621	EVANS, CHAD		4/17/15	16.91
CK	81973	199 00	404619	SEAY, JOHN		4/17/15	39.75
CK	82107	199 00	103365	NEV DIV OF HEALTH		5/01/15	65.00
CK	82114	199 00	403895	PETRINI, ANGELO D		5/01/15	126.00
CK	82115	199 00	404629	PIASECK, MELISSA MD PC		5/01/15	3,500.00
CK	82147	199 00	404639	VOYA RETIREMENT INS		5/01/15	3,683.00
CK	82152	199 00	10050	ADVANCED DATA SYSTEMS INC		5/15/15	157.50
CK	82161	199 00	404634	BRANDON, RUSSELL D		5/15/15	60.00
CK	82163	199 00	403671	BURRELL, SCOTT LEWIS		5/15/15	265.00
CK	82175	199 00	404633	CHARTER COMMUNICATIONS HL		5/15/15	122.54
CK	82225	199 00	101265	NEV EMPLOYMENT SECURITY		5/15/15	10,045.03
CK	82233	199 00	403895	PETRINI, ANGELO D		5/15/15	122.00
CK	82251	199 00	101726	ST CO SENIOR CENTER (VC)		5/15/15	1,075.28
CK	82261	199 00	403894	VIRGINIA & TRUCKEE RR CO		5/15/15	1,410.00
CK	82265	199 00	403150	WASHOE COUNTY, NEVADA		5/15/15	138.00
CK	82269	199 00	10050	ADVANCED DATA SYSTEMS INC		5/29/15	3,540.00
CK	82270	199 00	99665	ALL STAR RENTS		5/29/15	153.96
CK	82271	199 00	100135	ALSCO INC		5/29/15	166.41
CK	82272	199 00	404259	APPLE TIME INC		5/29/15	559.93
CK	82273	199 00	404647	ARDAGH GROUP		5/29/15	108,500.00
CK	82274	199 00	403261	ASEM DISTRIBUTING INC		5/29/15	35.20
CK	82275	199 00	99663	AT&T MOBILITY II LLC		5/29/15	97.50
CK	82276	199 00	403619	AT&T TELECONFERENCE SERVI		5/29/15	20.74
CK	82277	199 00	403959	BENDER, DEBORAH		5/29/15	180.00
CK	82278	199 00	101605	BERRY ENTERPRISES		5/29/15	384.00
CK	82279	199 00	403671	BURRELL, SCOTT LEWIS		5/29/15	316.50
CK	82280	199 00	100475	CAPITAL CITY AUTO PARTS		5/29/15	358.18
CK	82281	199 00	100555	CARSON SMALL ENGINES		5/29/15	62.75
CK	82282	199 00	404216	CARSON VALLEY OIL CO INC		5/29/15	2,949.13
CK	82283	199 00	403268	CELLCO PARTNERSHIP		5/29/15	730.50
CK	82284	199 00	403822	COLLECTION SERVICE OF NEV		5/29/15	213.32
CK	82286	199 00	403887	COMSTOCK GOLD MILL LLC		5/29/15	99.00
CK	82288	199 00	403928	CRESTA, OCTAVIO A		5/29/15	220.00
CK	82289	199 00	404466	DAIOHS USA INC		5/29/15	475.50
CK	82290	199 00	404467	ECN INTR HOLDING CO INC		5/29/15	1,800.00
CK	82291	199 00	404547	ELLIOTT AUTO SUPPLY INC		5/29/15	158.69
CK	82292	199 00	403835	EWING IRRIGATION PRODUCTS		5/29/15	174.85
CK	82293	199 00	403216	FARR WEST ENGINEERING		5/29/15	7,012.50
CK	82294	199 00	403712	FAST GLASS INC		5/29/15	75.00
CK	82295	199 00	404509	FASTENAL COMPANY		5/29/15	25.75
CK	82296	199 00	101485	FERGUSON ENTERPRISES INC		5/29/15	391.53
CK	82297	199 00	403932	FLYERS ENERGY LLC		5/29/15	1,193.13

Report No: Br1762
Run Date : 06/08/15 Run Time : 09:39:55

STOREY COUNTY
TREASURER'S ACCOUNTING
Outstanding Checks
Check# 1 Through 999999
From 0/00/00 - 5/31/15

	TP	Check #	Bank Seq	Person #	Vendor/Employee Name	From	Check Date	Amount
	CK	82298	199 00	401381	GAUNT, DANIEL		5/29/15	92.54
	CK	82299	199 00	404640	GLADDING, EDWARD A.		5/29/15	5,504.19
	CK	82300	199 00	101899	GRAINGER		5/29/15	221.10
	CK	82301	199 00	404558	GRAN, NANCY J		5/29/15	332.16
	CK	82302	199 00	404508	GRANSBERRY, TOM		5/29/15	1,462.50
	CK	82303	199 00	103470	GREAT BASIN TERMITE & PES		5/29/15	195.00
	CK	82304	199 00	102983	HD SUPPLY FACIL MAINT LTD		5/29/15	2,218.02
	CK	82305	199 00	403040	HENRY SCHEIN		5/29/15	663.42
	CK	82306	199 00	100984	HIGH DESERT MICROIMAGING		5/29/15	1,399.78
	CK	82307	199 00	100826	HISTORIC FOURTH WARD SCHO		5/29/15	873.08
	CK	82308	199 00	100889	HOME DEPOT CREDIT SERVICE		5/29/15	202.50
	CK	82309	199 00	403753	HOT SPOT BROADBAND INC		5/29/15	506.26
	CK	82310	199 00	100885	IRON MOUNTAIN INFO MGT IN		5/29/15	910.93
	CK	82311	199 00	403834	ITI SOURCE LLC		5/29/15	3,782.32
	CK	82312	199 00	103317	JBP LLC		5/29/15	368.07
	CK	82313	199 00	103057	JUDGE EDWARD R JOHNSON		5/29/15	629.00
	CK	82314	199 00	403898	KIECHLER, CHRISTIAN A		5/29/15	102.75
	CK	82315	199 00	101040	L N CURTIS & SONS		5/29/15	342.00
	CK	82316	199 00	404625	LESTER, LARRY & TAMMIE		5/29/15	270.00
	CK	82317	199 00	101775	LEE JOSEPH INC		5/29/15	1,000.00
	CK	82318	199 00	404102	LIQUID BLUE EVENTS LLC		5/29/15	2,185.00
	CK	82319	199 00	404102	LIQUID BLUE EVENTS LLC		5/29/15	10,385.56
	CK	82320	199 00	404102	LIQUID BLUE EVENTS LLC		5/29/15	1,251.98
	CK	82321	199 00	404363	MA LABORATORIES INC		5/29/15	28,882.00
	CK	82322	199 00	404641	MEDORA CORPORATION		5/29/15	280.97
	CK	82323	199 00	404088	METRO OFFICE SOLUTIONS IN		5/29/15	25.51
	CK	82324	199 00	102857	MICHAEL HOHL MOTOR CO		5/29/15	10,000.00
	CK	82325	199 00	404651	MOORE, MATTHEW HUNTER		5/29/15	7,117.56
	CK	82326	199 00	404392	MORGAN TIRE OF SACRAMENTO		5/29/15	2,317.00
	CK	82327	199 00	404565	MPS DENTAL LLC		5/29/15	270.04
	CK	82328	199 00	404166	NATIONAL BUSINESS FACTORS		5/29/15	5,011.36
	CK	82329	199 00	101228	NEV ADMIN BLDG & GROUNDS		5/29/15	2,214.00
	CK	82330	199 00	103377	NEV DIV ENVIRONMENT PROTE		5/29/15	620.00
	CK	82331	199 00	101026	NEV LEGISLATIVE COUNSEL		5/29/15	254.99
	CK	82332	199 00	404028	NEV RURAL REGIONAL CENTER		5/29/15	726.46
	CK	82333	199 00	101540	NEVADA RURAL COUNTY RSVP		5/29/15	300.00
	CK	82334	199 00	404581	NOVI AND WILKIN		5/29/15	11.14
	CK	82335	199 00	102782	OFFICE DEPOT INC		5/29/15	312.58
	CK	82336	199 00	402926	OFFSITE DATA DEPOT, LLC		5/29/15	2,665.28
	CK	82337	199 00	403398	OWENS EQUIPMENT SALES		5/29/15	112.00
	CK	82338	199 00	403895	PETRINI, ANGELO D		5/29/15	439.24
	CK	82339	199 00	102639	PHYSIO CONTROL INC		5/29/15	292.46
	CK	82340	199 00	403791	PICOTOMETRY		5/29/15	24,635.00
	CK	82341	199 00	404064	PROFESSIONAL FINANCE CO I		5/29/15	2,576.59
	CK	82342	199 00	100348	PURCELL TIRE & RUBBER CO		5/29/15	3,300.00
	CK	82343	199 00	404398	RAD STRATEGIES INC		5/29/15	1,967.80
	CK	82344	199 00	402937	RAY MORGAN CO INC (CA)		5/29/15	139.15
	CK	82345	199 00	103241	SBC GLOBAL SERVICES INC LD		5/29/15	6,242.07
	CK	82346	199 00	101210	SBC GLOBAL SERVICES INC		5/29/15	25,028.57
	CK	82347	199 00	101761	SHERMAN AND HOWARD LLC		5/29/15	1,592.85
	CK	82348	199 00	101595	SIERRA CHEMICAL COMPANY		5/29/15	52.50
	CK	82349	199 00	403923	SILVER STATE NATIONAL PEA		5/29/15	30.33
	CK	82350	199 00	103447	SPRINT SPECTRUM LP		5/29/15	567.50
	CK	82352	199 00	403892	SUN PEAK ENTERPRISES		5/29/15	

Report No: Br1762
Run Date : 06/08/15 Run Time : 09:39:55

STOREY COUNTY
TREASURER'S ACCOUNTING
Outstanding Checks
From Check# 1 Through 999999
From 0/00/00 - 5/31/15

TP	Check #	Bank Seq	Person #	Vendor/Employee Name	Check Date	Amount
CK	82353	199 00	403595	SUNNY COMMUNICATIONS INC	5/29/15	467.00
CK	82354	199 00	404649	TB SUPPLY LLC	5/29/15	15.18
CK	82355	199 00	101786	THERMATEMP	5/29/15	90.00
CK	82356	199 00	404648	UNCOMMON JOURNEYS, INC	5/29/15	102.25
CK	82357	199 00	102962	UNIFORMITY OF NEVADA LLC	5/29/15	457.98
CK	82358	199 00	402938	US BANCORP EQUIPMENT FINA	5/29/15	3,726.08
CK	82359	199 00	403894	VIRGINIA & TRUCKEE RR CO	5/29/15	2,256.00
CK	82360	199 00	404652	VIRGINIA CITY BREWERY &	5/29/15	421.25
CK	82361	199 00	403893	VIRGINIA CITY TOURS INC	5/29/15	1,176.00
CK	82362	199 00	402820	WALKER & ASSOCIATES	5/29/15	1,808.00
CK	82363	199 00	103009	WASHOE COUNTY SENIOR SERV	5/29/15	1,940.93
CK	82364	199 00	101946	WHITTEN, PAT	5/29/15	49.01
CK	82365	199 00	403997	WOOD, CORLISS	5/29/15	50.00
CK	82366	199 00	404126	3D CONCRETE INC	5/29/15	1,112.85
PR	34231	199 00	900615	SHERIFF FEE COLLECTION/GA	8/15/14	10.71
PR	34515	199 00	900300	DEFERRED COMP	4/10/15	1,791.50
PR	34552	199 00	900300	DEFERRED COMP	5/08/15	2,871.50
PR	34559	199 00	112	HESS, GREG J	5/08/15	1,012.42
PR	34587	199 00	900500	OPERATING ENGINEERS NO3	5/22/15	493.50
PR	34589	199 00	112	HESS, GREG J	5/22/15	1,012.42
Bank Total:						338,428.49
Total:						338,428.49



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 6-16-15

Estimate of time required: 0 - 5

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

1. **Title:** Business License First Readings

2. **Recommended motion:** None required (if approved as part of the Consent Agenda)
I move to approve all first readings (if removed from consent agenda by request)

3. **Prepared by:** Stacey Bucchianeri

Department: Community Development

Telephone: 847-0966

4. **Staff summary:** First readings of submitted business license applications are normally approved on the consent agenda. The applications are then submitted at the next Commissioners' meeting for approval.

5. **Supporting materials:** See attached Agenda Letter

6. **Fiscal impact:** None

Funds Available:

Fund:

____ Comptroller

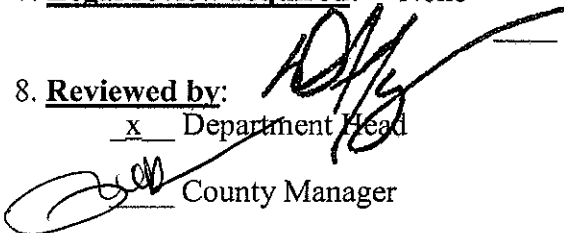
7. **Legal review required:** None

____ District Attorney

8. **Reviewed by:**

☒ Department Head

Department Name: Community Development

 County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 7

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 Stephens, Clerk's Office
Pat Whitten, County Manager

June 8, 2015
Via email

Fr: Stacey Bucchianeri

Please add the following item(s) to the **June 16, 2015**, COMMISSIONERS Consent Agenda:

LICENSING BOARD

FIRST READINGS:

- A. HARDCAPES, INC.** – Contractor / 950 Dartmouth Drive ~ Reno (paver installation)
- B. ACE GRADING & PAVING --** Contractor / 6015 S. Virginia St., ~ Reno (asphalt paving)
- C. A J ELECTRIC, LLC** – Contractor / 3659 Crestridge Way ~ Reno (electrical contractor)
- D. ARROW SIGN COMPANY** – Contractor / 1051 46th Avenue ~ Oakland, CA (sign contractor)

Inspection Required

cc: Chris Hood, Building Dept.
Austin Osborne, Planning Dept.
Dean Haymore, Economic Dev.

Gary Hames, Fire Dept.
Patty Blakely, Fire Dept.
Fritz Klingler, Fire Dept.

Sheriff's Office
Assessor's Office
Commissioners' Office



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: June 16, 2015

Estimate of time required: 30 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Discussion and possible action to approve the Governmental Services Agreement for Storey County Economic Diversification District No. 1 between Storey County, Storey County Fire Protection District and Tesla.

2. **Recommended motion:** I move to approve the Governmental Services Agreement for Storey County Economic Diversification District No. 1 between Storey County, Storey County Fire Protection District and Tesla.

3. **Prepared by:** Robert Morris, outside counsel Pat Whitten, County Manager
Department: District Attorney's & Commissioner's Office **Tel:** 847-0964/847-0968

4. **Staff summary:**

The Economic Diversification Act, S.B. 1, 28th Special Sess. (Nev. 2014) allows Storey County to create an economic diversification district to provide economic development incentives and pledge an amount equal to the proceeds of all the sales and use taxes as reimbursement payments for the costs incurred by the lead participant. The Board has passed Ordinance 14-260 (Continued on next page.)

5. **Supporting materials:** Governmental Services Agreement

6. **Fiscal impact:** The agreement will provide additional revenue for governmental services.

7. **Legal review required:** Yes

AML District Attorney

8. **Reviewed by:**

____ Department Head

Department Name: Commissioner's Office

[Signature] County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 8

4. Staff summary continued:

creating the Storey County Economic Diversification District No. 1. Ordinance 14-260 is not effective until Storey County enters an agreement with one or more owners of property in the district to defray in whole or in part the cost of local government services. This is the Governmental Services agreement.

The Economic Diversification Act permits the abatement of real and personal property taxes for 10 years and the abatement of a portion of the sales and use tax and reimbursement of non-abated sales and use tax for 20 years. As a result of the abatement and reimbursement of taxes that the County would normally receive to pay for governmental services within the District, both the County and the Fire District face budget shortfalls in providing governmental services in the District.

Since the announcement last fall that Tesla had chosen Storey County as the site for their new "Gigafactory", County staff and Tesla have negotiated hundreds of points of interest for both parties on the four Tesla related documents presented at previous Commission meetings as well as today. These negotiations have consistently been conducted in a business-friendly atmosphere that has been focused on finding solutions that are fair both to Storey County and to Tesla. Staff is pleased to advise you that we have mutually reached conceptual agreement on all points.

This agreement with Tesla embodies their desire to assist the County by making payments to the County intended to defray the cost of governmental services in the District. The agreement includes section 5 that requires Tesla to make annual payments for 9 years with the agreement ending on the same day as the last day of the property tax abatement. The negotiations on the costs currently have Tesla paying for 100% of the staffing costs that the County and Fire District anticipate for the first three years. The years 4 through 9 have a formula derived amount that the county will receive based on a method to determine Tesla's annual fee using assessed value and number of employees. Tesla has also agreed to reimburse the County for costs incurred to acquire and equip a used fire apparatus that is somewhat unique to buildings of their design.

In closing, Storey County staff, including counsel, wishes to extend our deepest gratitude and appreciation to Tesla and their partners for selecting Storey County and negotiating in a spirit of true fairness and partnership. They have willingly agreed to fully fund minimum staff levels at Fire Station 75 for the first 3 years, while knowing that our staff will serve not only the Tesla project, but throughout TRI Center and the Fire District. They have also been amenable to countless other suggested provisions and again, have consistently performed as great partner in our business community. We are most fortunate to be affiliated with them.

GOVERNMENTAL SERVICES AGREEMENT

for Storey County Economic Diversification District No. 1 (Tesla)

between Storey County, Storey County Fire Protection District, and Tesla

This Governmental Services Agreement (the "Agreement") is made and entered into as of this ____ day of June, 2015, to be retroactive to October 17, 2014 (the "Effective Date") by and among **TESLA MOTORS, INC.**, a Delaware corporation, having offices at Electric Avenue, Sparks, Nevada 89434 ("Tesla" or "Lead Participant"), **STOREY COUNTY, NEVADA** a political subdivision of the State of Nevada (the "County") and the **STOREY COUNTY FIRE PROTECTION DISTRICT**, a political subdivision of the State of Nevada (the "Fire District"). Tesla and the County and the Fire District are referred to as the "Parties."

RECITALS

Whereas, pursuant to S.B. 1, 28th (2014) Special Session of the Nevada Legislature, (the "Economic Diversification Act"), the County has the power to create an economic diversification district for the development of property within the jurisdiction of the County for the purpose of acquiring, improving, equipping, and developing a qualified project; and

Whereas, pursuant to the Economic Diversification Act, section 35, the County may enter into an agreement with an owner of any interest in property located within an economic diversification district, pursuant to which that owner would agree to make payments to the County or other local government that provides services within the economic diversification district, to defray in whole or in part the cost of providing governmental services within the district; and

Whereas, pursuant to the Economic Diversification Act, section 31, the Board of County Commissioners of Storey County, Nevada (the "Board") has adopted Ordinance No. 14-260, the Economic Diversification District Creation Ordinance (the "Ordinance") creating Storey County Economic Diversification District No. 1 (Tesla) in Storey County, Nevada (the "District") which becomes effective on approval and execution of this Agreement; and

Whereas the County and the Fire District will provide governmental services within the District including, but not limited to, fire protection, sheriff, assessor and emergency medical; and

Whereas, the Parties all acknowledge that, as a result of the abatement of sales and use tax and property tax that the County would normally receive to pay for governmental services within the district, there is a resulting budgetary difficulty facing the County and the Fire District in providing governmental services within the District; and

Whereas, Tesla, as the Lead Participant in the District, desires to assist the County by making payments to the County intended to enable the County and the Fire District to provide governmental services in the District during this period of budgetary difficulty; and

Whereas, in an effort to address the situation just described and to fulfill the Economic Diversification Act, Section 35, Tesla, together with the County and the Fire District,

all desire to set forth the terms pursuant which Tesla will make payments to the County to defray in whole or in part the cost of providing the governmental services within the District during the term of this Agreement.

Now, therefore, in consideration of the premises set forth above and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. Term. This Agreement will remain in effect (the "Term") from the Effective Date until June 30, 2024, unless sooner terminated under the provisions of this Agreement.

2. Governmental services to be provided. The County and Fire District, including, as applicable, such divisions of the County as the sheriff's office, the assessor's office, emergency management and fire protection and emergency medical services units, shall provide the following "Governmental Services" to the standard and in the quantities described in this Agreement, and in any event, at a service level not less than provided by the County to other commercial enterprises located within the County (the "Base Level of Services").

Governmental Services means the following services, as more particularly described on Exhibit A to this Agreement, which will be provided by the County and Fire District, as applicable, within and throughout the District for the benefit of all Participants in the District:

- Sheriff services,
- Fire protection and emergency medical services,
- Assessor and tax appraisal services,
- Road maintenance and clearing services on County-owned roads with public access, and
- Administrative assistance within the recording office, community development office, Sheriff's office, District Attorney's office, and emergency management office.

3. Compliance with Base Levels of Services.

(a) In the absence of extenuating circumstances and subject to the factors described elsewhere in this Section 3, the County and Fire District agree to provide the Base Level of Services for each of the Governmental Services throughout the Term of this Agreement.

(b) The Base Level of Services assumes an average level of demand and activity, and the Parties recognize that Governmental Services provided on any particular day or period may vary based upon special circumstances. However, the expectation is that the County and Fire District will perform each of the Governmental Services at no less than the Base Level of Service, except as otherwise provided herein.

(c) The Base Level of Services may be adjusted to reflect new methodologies and policies, provided that the basic intent of this Agreement is maintained in any adjustment.

(d) In the event of extreme emergency, as declared by the Chairman of Board of County Commissioners or the Governor of the State of Nevada, Governmental Services may be temporarily suspended in all or part of the District, to the extent required by such emergency. The Parties acknowledge that such circumstances are likely to be highly unusual and temporary in nature.

4. Computation of Governmental Services Amount. Each year during the term of this Agreement, Tesla, as an owner of a property interest within the District, agrees to pay the amount determined pursuant to Section 5 below to defray, in whole or in part, the costs of the Governmental Services provided by the County and Fire District in the District. The Parties agree the amounts to be paid by Tesla will be used primarily by the County and Fire District to provide Governmental Services in the District.

5. Payment for Governmental Services.

(a) Tesla agrees to pay the following annual amounts, based upon a June 30th fiscal year, to the County to defray, in whole or in part, the cost of the Governmental Services provided in the District by the County and Fire District during the term of this Agreement:

	<u>Annual Fee</u>	<u>Projected Truck P & I</u>
2016	\$ 785,037	\$ 96,166
2017	\$ 851,224	\$ 96,166
2018	\$ 867,838	\$ 96,166
	<u>Projected Annual Fee</u>	<u>Projected Truck P & I</u>
2019	\$ 348,856	\$ 96,166
2020	\$ 381,454	\$ 96,166
2021	\$ 388,166	\$ 96,166
2022	\$ 471,617	\$ 96,166
2023	\$ 479,954	\$ 96,166
2024	\$ 488,458	\$ 96,166

(b) On or about April 1, 2018 and again on or about April 1, 2021, the Parties agree to meet to re-determine Tesla's annual fee payments to the County to defray, in whole or in part, the cost of the Governmental Services provided in the District by the County and the Fire District during the next succeeding three years of the term of this Agreement (County Fiscal Years ending in 2019-2021 and 2022-2024).

The amount of Tesla payments under this Section 5 shall be initially re-determined using the average of two equally weighted factors measured as of February 28, 2018 and again as of February 28, 2021.

(1) The District's proportionate share of the total occupancy, measured through full-time equivalent ("FTE") headcount, of the Tahoe Reno Industrial Center.

(2) The District's proportionate share of the total assessed value of all real and personal property located in the Tahoe Reno Industrial Center.

Factor (1) above shall be determined using FTE employment data obtained by the County from County business license filings.

Factor (2) above shall be determined using the assessed value found on the County property tax rolls.

The Parties will then adjust the amount of the payments determined using the preceding calculation by taking into account such other factors as they consider relevant in determining the Participant's fair share of the costs of providing Governmental Services in the District.

Other factors which the Parties must consider in this re-determination include, without limitation: (i) the Fire District and the County's current budgetary condition and their resulting ability to provide Governmental Services in the District without financial assistance from Tesla; (ii) the incremental development that has occurred in the Tahoe Reno Industrial Center since the Effective Date of this Agreement; (iii) the resulting impact this incremental development has had on County and Fire District revenues; (iv) any increase in the level of Governmental Services provided in the District that is agreed upon by the Parties; (v) Tesla's historical usage of Governmental Services in the District; (vi) Tesla's proportionate share of the total square footage under roof in the Tahoe Reno Industrial Center; and (vii) an assessment of the financial impact of the District on the provision of local governmental services, including, without limitation, services for police protection and fire protection in the County. Tesla understands that if budgetary conditions within the District continue in years beyond 2018, Tesla will be asked to continue making payments at levels above the actual factored amount. The County understands that Tesla is under no obligation to make payments above the factored amount.

Exhibit B to this agreement contains the methodology and calculations for the projected annual fees in this Section 5 and an example illustrating the application of the methodology.

(c) In addition to the annual fees set forth in the chart on the preceding page, Tesla is responsible for reimbursing the County for the principal and interest costs the Fire District incurs by purchasing and equipping a quintuple combination pumper fire service apparatus valued at approximately \$750,000 upon acquisition; provided, however, that the County must receive advance concurrence from Tesla with the financial terms of the truck purchase and that such concurrence may not be unreasonably withheld by Tesla. Anticipated terms of the truck purchase which are presumptively acceptable to Tesla are annual payments in the amount of \$96,166 based on an annual percentage rate of 2.99% amortized over a 9-year term. Actual payments will be determined based on the final acquisition price and loan terms concurred with by Tesla (which concurrence cannot be unreasonably withheld); provided, however, that in no event shall such annual payments be in excess of \$100,000 over a 9-year term.

In the event that, at any time during the term of this Agreement, one or more additional facilities are constructed in the Tahoe-Reno Industrial Center with building heights exceeding 55', the County hereby agrees to proportionately reduce, on a prospective basis, Tesla's obligation to reimburse the County for the principal and interest costs of the truck purchase. Such reduction shall begin with the first month after the end of the quarter in which a certificate of occupancy is issued by the County for the new facility and continue for the remaining term of this Agreement.

For example, suppose a new building exceeding 55' in height is issued a certificate of

occupancy by the County on May 1, 2018. Tesla's obligation to reimburse the County for the remaining principal and interest costs on the truck purchase as of the beginning of the following quarter (in this example, the quarter beginning July 1, 2018) shall be reduced by 50%. Suppose further that on February 1, 2022, another new building exceeding 55' in height is issued a certificate of occupancy by the County. Tesla's obligation to reimburse the County for the remaining principal and interest costs of the truck purchase as of the beginning of the following quarter (in this example, the quarter beginning April 1, 2022) shall be reduced by 66 2/3%.

(d) Tesla shall pay in advance each annual amount provided for in this Section 5. Such payments shall be made to the County on behalf of the Fire District and the County is responsible for the disbursement of funds to the Fire District as appropriate. Such payments shall be made in four equal installments on a quarterly basis (July 1, October 1, January 1, and April 1).

6. Cooperation, non-exclusivity, conflict.

(a) The County and Fire District agree to cooperate and work together to provide Tesla with the Governmental Services in the District. The Governmental Services provided by the County and Fire District are for health, safety and welfare of the residents and businesses of the County and payments under this agreement do not give Tesla any exclusive rights to the Governmental Services provided.

(b) Conflict. Any conflict between the provisions of this Agreement and any present or future lawful exercise of the County's police powers shall be resolved in favor of the latter.

7. Public Records Law. Tesla acknowledges and agrees that, subject to the limitations and protections of the Economic Diversification Act, all records, documents, drawings, plans, specifications and other materials in the County's possession, including materials submitted by Tesla, are subject to the provisions of the Nevada Public Records Law (NRS 239.005 *et seq.*). Tesla shall be solely responsible for all determinations made by it under such law, and for clearly and prominently marking each and every page or sheet of materials with "Trade Secret", "Proprietary" or "Confidential" as it determines to be appropriate.

8. Defaults and remedies.

The following shall constitute an Event of Default by Tesla under this Agreement:

(a) Any representation, covenant or warranty contained in this Agreement which proves to have been incorrect in any material and adverse respect when made and continues to be materially adverse to the County after expiration of the cure period set forth below; or

(b) A court having jurisdiction has made or entered any decree or order (1) adjudging Tesla to be bankrupt or insolvent, (2) approving as properly filed a petition seeking reorganization of Tesla or seeking any arrangement for Tesla under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (3) appointing a receiver, trustee, liquidator, or assignee of the Tesla in bankruptcy or insolvency or for any of its properties, or (4) directing the winding up or liquidation of Tesla; or

(c) Tesla shall have assigned its assets for the benefit of its creditors (other than pursuant to a security instrument) or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within sixty (60) days after such event; or

(d) Any violation of a material provision of this Agreement, which remains uncured within the time set forth below.

Upon the occurrence of an Event of Default hereunder, the County shall first notify Tesla in writing of its purported breach or failure, giving Tesla sixty (60) days from receipt of such notice to cure or, if cure cannot be accomplished within sixty (60) days, to commence to cure such breach, failure or act. In the event Tesla does not then so cure, or commence to cure, within sixty (60) days, the County shall have the right to terminate this Agreement and pursue all rights and remedies available in law and in equity.

9. Remedies Cumulative. The rights and remedies of the Parties under this Agreement are cumulative, and the exercise or failure to exercise one or more of these rights or remedies by either Party will not preclude the exercise by it, at the same time or different times, of any right or remedy for the same default or any other default.

10. No Waiver. No failure or delay by either Party in asserting any of its rights or remedies hereunder shall operate as a waiver of any default or of any such right or remedy, nor deprive such Party of its right to institute and maintain any action or proceeding which it may deem necessary to protect, assert or enforce any such rights or remedies. Without limiting the generality of the foregoing, the failure or delay by either Party in providing a notice of default shall not constitute a waiver of any default.

11. Prohibition on Assignment or Transfer. Except as provided below, Tesla shall not directly or indirectly, voluntarily, involuntarily or by operation of law make or attempt any total or partial sale, transfer, conveyance, assignment or hypothecation (collectively "Transfer") of the whole or any part of this Agreement without the prior written approval of the County, which will not be unreasonably withheld or delayed. Any such attempt to Transfer this Agreement without the County's consent will be null and void and will confer no rights or privileges upon the purported assignee and will constitute an Event of Default. Notwithstanding the foregoing, Tesla's rights hereunder with respect to the Governmental Services may be transferred to (i) any affiliate of Tesla; or (ii) any person or entity to whom the Tesla's rights with respect to the

Gigafactory Project are transferred in compliance with the transfer/assignment provisions of any applicable agreement between Tesla and the County.

12. No Third-party Rights. The Parties expressly disclaim the creation of any right in any third party whatsoever under this Agreement, except those third parties that are also Participants in the District. There are no third-party beneficiaries other than the Participants in the District. Each participant in the District is deemed to be a third party beneficiary of this Agreement.

13. Notices. All notices and other communications to be given by either Party may be given in writing, depositing the same in the United States mail, postage prepaid and addressed to the appropriate Party as follows:

To Tesla: Tesla Motors, Inc.
3500 Deer Creek Road
Palo Alto, California 94304
Attn: Deepak Ahuja
Phone: (650) 681-5100

With Copy to: Alex B. Leath
Bradley Arant Boult Cummings LLP
1819 Fifth Avenue North
Birmingham, Alabama 35203
Phone: (205) 521-8899

To the County: Attn: County Manager, Storey County
P.O. Box 176
Virginia City, Nevada 89440
Phone: (775) 847-0968

Any Party may change its address for notice by written notice to the other Party at any time.

14. Counterparts. This Agreement may be executed on one or more counterparts, each of which shall be regarded as an original and all of which shall constitute the same Agreement.

15. Severability. If any section, subsection, clause, phrase, or word of this Agreement is for any reason held invalid, unenforceable or unconstitutional by any court of competent jurisdiction, such section, subsection, clause, phrase, or word shall be deemed a separate, distinct and independent provision and such holding shall not negatively affect the validity of the remaining portions of this Agreement.

16. Applicable law. This Agreement shall be interpreted and enforced under the laws of the State of Nevada. Jurisdiction for all matters triable before a state court shall be in the First Judicial District Court of the State of Nevada.

17. Amendment. Tesla, the County and the Fire District agree to mutually consider reasonable requests for amendments to this Agreement (including any of the Exhibits hereto) that may be made by any of the Parties hereto, provided the requests are consistent with this Agreement and would not substantially alter the basic business terms included herein. Only the Board is authorized to execute any amendments to this Agreement on behalf of the County. Any

alteration, change or modification of or to this Agreement, in order to become effective, will be made in writing and in each instance signed on behalf of each Party. No purported oral amendment to this Agreement shall be valid.

18. Miscellaneous. Paragraph headings are for convenience only and do not effect, limit or modify the content of the provisions of this Agreement. Use of the masculine, feminine, or neuter shall not limit the application of any provision of this Agreement, but each such gender is deemed to include all other gender cases, just as the singular includes the plural, and the plural the singular.

19. Challenge to District. The County and Fire District hereby covenant not to provide any challenge to the existence, organization or validity of the District, and further agree not to amend the Ordinance without the prior written consent of Tesla, and hereby agree to provide reasonable assistance to Tesla in defense of any such challenge by a third party.

20. Dispute Resolution. In the event that any dispute arises between the Parties for any reason under or arising out of this Agreement, the Parties shall promptly meet to discuss the dispute and work in good faith through fair dealing to seek a resolution. In the event that the dispute is not resolved within the earlier of (i) thirty days from the date of such meeting or (ii) sixty (60) days from the date of a Party's request for such meeting to discuss the dispute, the Parties will attempt to mediate the dispute using a professional mediator agreeable to both Parties with business representatives present for at least one session. In the event the dispute is not resolved through mediation, either Party may request to have the matter submitted to arbitration by giving written notice to the other Party to such effect. Immediately upon the giving of such notice, the Parties will attempt to select an arbitrator agreeable to both Parties. If the Parties agree upon an arbitrator, the dispute shall be arbitrated and the proceedings shall be governed by the rules and regulations established by the arbitrator. The location of the arbitration shall be in the County unless otherwise agreed by the Parties, and shall be governed by the laws of the State of Nevada. All decisions by the arbitrator(s) so chosen shall be final and binding upon both Parties and may be enforced by either Party in a court of competent jurisdiction. To the extent possible, the Party found to be at fault shall pay the cost of any such mediation or arbitration. If the Parties cannot agree upon an arbitrator, the dispute shall be submitted to the First District Court of the State of Nevada. The procedures specified herein shall be the sole and exclusive procedures for the resolution of disputes between the Parties arising out of or relating to this Agreement; however, either Party may at any time seek a preliminary injunction or other preliminary judicial relief from the appropriate court or other jurisdictions as the circumstances require to prevent irreparable or immediate damage. Nothing contained herein, shall restrict either Party's right to seek monetary damages in addition to or independent of injunctive relief. Despite such action, the Parties will continue to participate in good faith in the procedures specified herein, which shall survive any termination of this Agreement.

21. Entire agreement. This Agreement is the entire Agreement of the Parties and supersedes all prior negotiations whether written or oral.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

In witness whereof, the Parties have executed this Agreement the day and year first above written.

TESLA:

THE COUNTY AND FIRE DISTRICT

TESLA MOTORS, INC.

STOREY COUNTY, NEVADA

By: _____
Name:

By: _____
Marshall McBride, Chair
Board of County Commissioners
Board of Fire Commissioners

ATTEST:

By: _____
County Clerk

APPROVED AS TO FORM

By: _____
District Attorney's Office

EXHIBIT A

Governmental Services

In consideration of the annual payment by Tesla for governmental services set out in this Agreement the County and the Fire District will provide the following services:

1. The Fire District will staff and operate a fire department at Storey County Fire Station No. 75 during the term of this Agreement to the following minimum standards:
 - a. Provide 6 full-time firefighter/paramedic (minimum) staffing level, with 2 personnel working 48 hours on duty followed by 96 hours off duty;
 - b. Maintain a minimum of 3 of the 6 personnel at a paramedic level certification, which equates to at least 1 paramedic working for 48 hours on duty followed by 96 hours off duty;
 - c. Fire District will maintain this level of staffing unless an emergency exists as declared by the Board of Fire Commissioners;
 - d. Fire District is responsible for providing adequate and appropriate training for all fire fighter, EMS and paramedic personnel at their own expense;
 - e. Fire District will maintain one ALS equipped ambulance;
 - f. Fire District will maintain a Type I and/or Type II engine at this fire station;
 - g. Fire District will be responsible to purchase and maintain all customary and usual EMS gear as is provided in comparable fire departments/districts; and,
 - h. Fire District will strive to maintain at all times an ISO Public Protection Classification Rating of 3 or less for fire suppression services.
2. Storey County will provide sheriff services for the District.
3. Storey County will provide emergency management services on an as-needed basis for the District.
4. Storey County will provide the following administrative functions for the District:
 - a. Recording, assessor and appraiser services for real and personal property.

EXHIBIT B

Re-determination of Annual Fee Payments

The Projected Annual Payments in Section 5 were determined utilizing the following assumptions and methodologies. Assume the following facts all as of February 28, 2018: The total occupancy in the District is 1,500 people. The total occupancy in the Tahoe Reno Industrial Center is 7,000 people. The total assessed value of all real and personal property located in the District is \$350 Million. The total assessed value of all real and personal property located in the Tahoe Reno Industrial Center is \$639.8 Million. Assume the following facts all as of February 28, 2021: The total occupancy in the District is 2,500 people. The total occupancy in the Tahoe Reno Industrial Center is 10,000 people. The total assessed value of all real and personal property located in the District is \$700 Million. The total assessed value of all real and personal property located in the Tahoe Reno Industrial Center is \$1.062 Billion.

The projected budgets for providing Governmental Services in the District by the County and the Fire District are:

Fiscal Year ending in 2019:	\$ 916,437
Fiscal Year ending in 2020:	\$1,002,071
Fiscal Year ending in 2021:	\$1,019,702
Fiscal Year ending in 2022:	\$1,037,686
Fiscal Year ending in 2023:	\$1,056,030
Fiscal Year ending in 2024:	\$1,074,740

Factor calculations are as follows:

2018

Occupancy factor	-	21.43% (1,500/7,000)
Property factor	-	54.70% (\$350 Million/\$639.8 Million)
Payment factor	-	38.07% (76.13/2)

2021

Occupancy factor	-	25% (2,500/10,000)
Property factor	-	65.9% (\$700 Million/\$1.062 Billion)
Payment factor	-	45.45% (90.9/2)

The initial calculation of Tesla's payments to the County under this Section 5 would be as follows:

For the Fiscal Year ending in 2019:	\$348,856 (38.07% of \$ 916,437)
For the Fiscal Year ending in 2020:	\$381,454 (38.07% of \$1,002,071)
For the Fiscal Year ending in 2021:	\$388,166 (38.07% of \$1,019,702)
For the Fiscal Year ending in 2022:	\$471,617 (45.45% of \$1,037,686)
For the Fiscal Year ending in 2023:	\$479,954 (45.45% of \$1,056,030)
For the Fiscal Year ending in 2024:	\$488,458 (45.45% of \$1,074,740)

The initial amounts above will then be adjusted by the Parties by taking into account other factors in determining the Participant's fair share of the costs of providing Governmental Services in the District.

For example, suppose that subsequent development in the Tahoe Reno Industrial Center has generated significant additional revenue to the County by Fiscal year 2019. Suppose further that this additional revenue has improved the County's financial position to the point that the County can fund \$700,000 of the \$916,437 budget for Fiscal Year 2019. Assuming no other factors suggest otherwise, Tesla's payment to the County for Fiscal Year 2019 would be reduced from \$348,856 to \$216,437.



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: June 16, 2015

Estimate of time required: 10 min.

Agenda: Consent ☐ Regular agenda ☐ Public hearing required ☒

1. **Title:** Discussion and possible action to approve second reading of Ordinance 15-263 adding section 3.50.200 to the Storey County Code providing for a pilot project for granting partial abatements of permitting fees to participants in a qualified project in Economic Diversification District No. 1 and providing for other properly related matters.

2. **Recommended motion:** I move to approve Ordinance 15-263.

3. **Prepared by:** Robert Morris, outside counsel

Department: District Attorney's Office

Tel: 847-0964

4. **Staff summary:**

S.B. 1, 28th Special Sess. (Nev. 2014) allows Storey County to create an economic diversification district and pledge an amount equal to the proceeds of all the sales and use taxes as reimbursement payments for the costs incurred by the lead participant. The Board has passed Ordinance 14-260 creating the Storey County Economic Diversification District No. 1. Ordinance 14-260 is not effective until Storey County enters an agreement with one or more owners of property in the district to defray in whole or in part the cost of local government services.
(Continued on next page.)

5. **Supporting materials:** Ordinance 15-263

6. **Fiscal impact:** This ordinance will reduce the amount of money the County and Fire District receive for plan checks, building permits and inspections.

7. **Legal review required:** Yes

AML District Attorney

8. **Reviewed by:**

____ Department Head

Department Name: Commissioner's Office

[Signature] County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. 9

4. Staff summary continued:

Ongoing discussions on this ordinance resulted in changes so that staff asked that the board reintroduce the amended ordinance on its April 7th meeting. The ordinance is now ready for approval.

The Economic Diversification Act or S. B. 1, section 18, authorizes the governing body of a county to grant to one or more of the participants in a qualified project an abatement of all or any percentage of the amount of certain permitting fees and licensing fees imposed by the county if the board provides by ordinance for a pilot project for the abatement of the fees.

The board may grant this abatement of certain fees for the purpose of encouraging local economic development. After discussions, Tesla and county staff have agreed that the partial abatements contained in Ordinance No. 15-263 will encourage local development. This partial abatement is for ten years and covers the building official and fire district permitting, plan reviews, and inspections for the Tesla factory project.

Ordinance No. 15-263

Summary

An ordinance providing for a pilot project for granting partial abatements of permitting or licensing fees that the county is authorized to impose or charge pursuant to chapter 244 of NRS to participants in a qualified project in an Economic Diversification District.

Title

An ordinance adding section 3.50.200 to the Storey County Code providing for a pilot project for granting partial abatements of permitting or licensing fees to participants in a qualified project in an Economic Diversification District and providing for other properly related matters.

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

SECTION I:

3.50.200 Title.

This ordinance is known as the "Permitting Fee Abatement Ordinance".

3.50.210 Determinations of the board.

The board has determined that it intends to encourage local economic development by granting to any participant in a qualified project in an Economic Diversification District an abatement of all or any percentage of the amount of any permitting fee or licensing fee which the county is authorized to impose or charge pursuant to chapter 244 of NRS.

3.50.220 Definitions.

The definitions contained in the Economic Diversification Act and the Economic Diversification District are incorporated into and are adopted for use in this chapter.

3.50.230 Creation of the pilot project.

The board, for the purposes of encouraging local economic development, creates this pilot project for granting partial abatements of permits, plan reviews, and inspection fees. The board may determine, to the best of its ability, the amount of the abatement based on the anticipated local economic development that the qualified project would bring to the county.

3.50.240 Abatement of fees.

A. The board finds that Tesla Motors, Inc. ("Tesla") is a participant in a qualified project within the county's Economic Diversification District No. 1. The board has determined to grant an abatement of permitting fees it is authorized to impose pursuant to chapter 244 of NRS for a ten year period for building official and fire district permitting, plan reviews, and inspections for

the factory project by fixing the following annual fees for each of the following fiscal years ending June 30th:

Fiscal Year Ending June 30 th	Annual Fee
2015	\$556,268
2016	\$587,419
2017	\$620,315
2018	\$655,053
2019	\$230,579
2020	\$243,491
2021	\$257,126
2022	\$271,525
2023	\$286,731
2024	\$302,788

B. These fees are to be assessed on a fiscal year beginning on July 1, 2014.

C. The fees must be paid in advance on a quarterly basis (July 1, October 1, January 1, and April 1).

D. These fee payments do not include payments by Tesla for additional plan reviews and inspections that are performed by outside contractors.

E. During any year of the term of this abatement, the county may increase the annual fee charged to Tesla during such year, with Tesla's prior consent and approval, upon a showing by the county to Tesla that the permitting, plan review and inspection activities required by Tesla during such year have placed an extraordinary burden on county personnel.

F. Any abatement of fees by the County does not limit in any manner the discretion of the County in the permitting approval process, and does not relieve the participant from the obligation to obtain all necessary permits, entitlements and approvals for the construction of any Project.

3.50.250 Annual report.

The board, if it grants an abatement pursuant to this chapter, must submit an annual report to the governor and to the director of the Legislative Counsel Bureau for transmittal to the legislature that includes for the immediately preceding fiscal year:

A. The number of qualified projects located within the jurisdiction of the board for which a certificate of eligibility for transferable tax credits was approved.

B. The number and dollar amounts of the abatements granted by the board.

C. The number of persons within the jurisdiction of the board that were employed by each participant in a qualified project and the amount of wages paid those persons.

Proposed on _____, 2015.

by Commissioner _____

Passed on _____, 2015.

Vote: Ayes Commissioners _____

Nays Commissioners _____

Absent Commissioners _____

Marshall McBride, Chair
Storey County Board of County Commissioners

Attest:

Vanessa Stephens
Clerk & Treasurer, Storey County

This ordinance will become effective on _____



Storey County Board of County Commissioners Agenda Action Report

Meeting date: June 16, 2015

Estimate of time required: 30 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Presentation from the Nevada Department of Transportation to discuss Storey County's Work Program. **(This item will be heard at 11:00am)**

2. **Recommended motion:** Approve as presented.

3. **Prepared by:** NDOT

Department:

Telephone:

4. **Staff summary:**

5. **Supporting materials:** Attached

6. **Fiscal impact:** NA

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

____ Department Head

Department Name: Commissioner's Office

____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. 10

Storey County Board of County Commissioners



Nevada Department of Transportation

June 2015

Introductions

Bill Hoffman – Deputy Director
Ron Knecht – State Controller, Transportation Board
Lee Bonner – Local Government Liaison
Andrea Edwards – Transportation Planner Analyst
Brad Burge – District 2
Steve Williams – District 2
Cristinia Leach – FHWA
Andrew Sodergorb – FHWA
Steve Bragorgos - FHWA

Rudy Malfabon
Executive Director

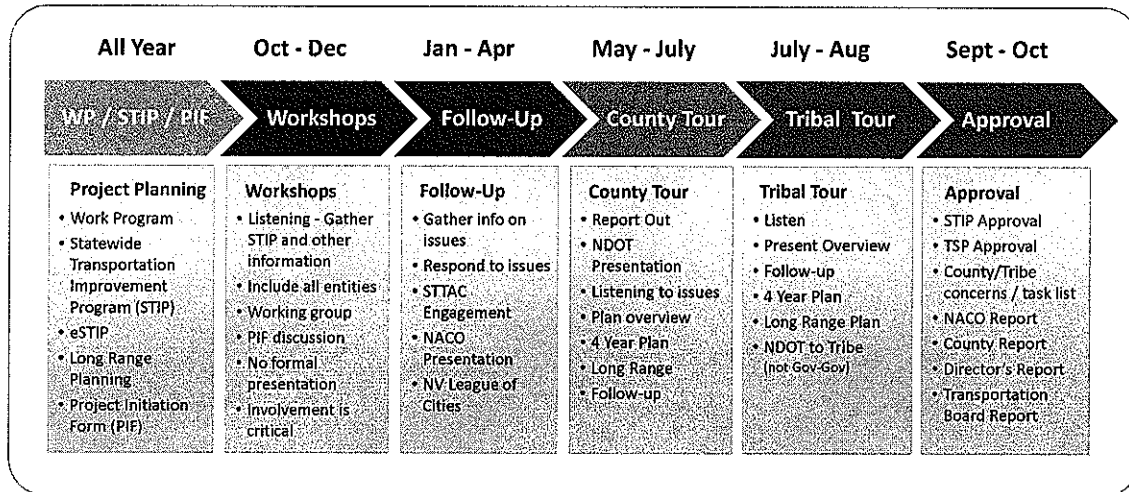
Sondra Rosenberg
Assistant Director, Planning

Tracy Larkin-Thomason
Deputy Director



NDOT LOCAL GOVERNMENT PLANNING

Annual Communication Rhythm



Priority One - SAFETY

- ◇ Zero Fatalities
- ◇ Keeping You Safe and Connected
- ◇ NDOT projects - Safety

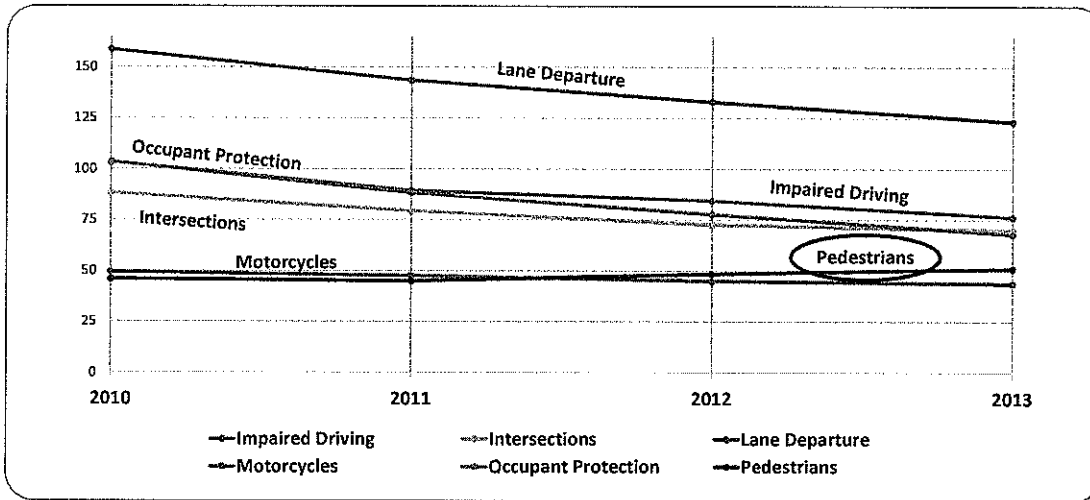
Next 3 slides

- Statewide Crash Data
- Crash Density Map
- Storey County Crash Report



State-Wide Nevada fatalities by Critical Emphasis Area

5 Year Rolling Average



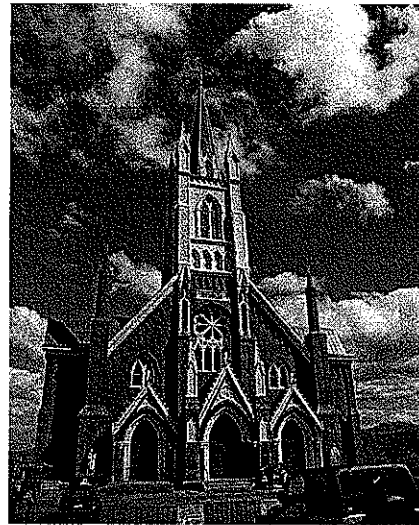
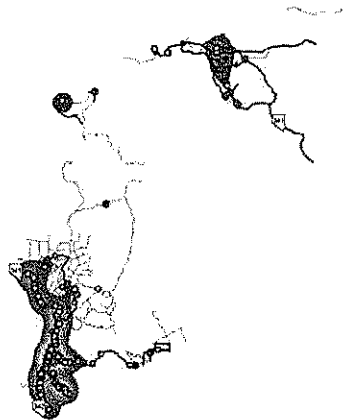
Storey County 5 Year Crash Density Map

Crash Density

2009 - 2014

Severity

- FATAL
- ⊙ INJURY
- ⊗ NON-INJURY



Storey County 5 Year Crash Overview



292 Crashes



204 Non-Injury



87 Injury Crashes



117 Injuries



1 Fatal Crashes



1 Fatalities

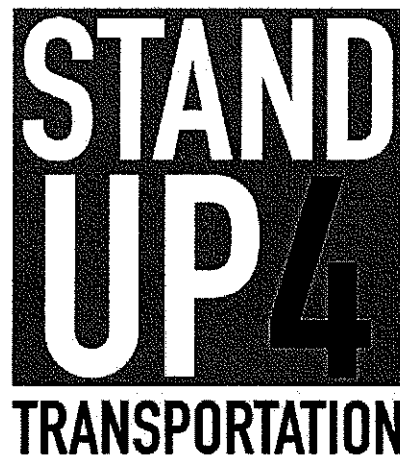
FY16 Federal and State Funding

Federal Funding

- Highway Trust Fund
- MAP21 Reauthorization

State Funding Update

- Update on State Budget
- Overview of FY16



Ask Congress to fund Transportation

NDOT Work Program

Storey County
Proposed Funding \$77,743,127

FY16 **\$77,743,127**

Proposed – Subject to change

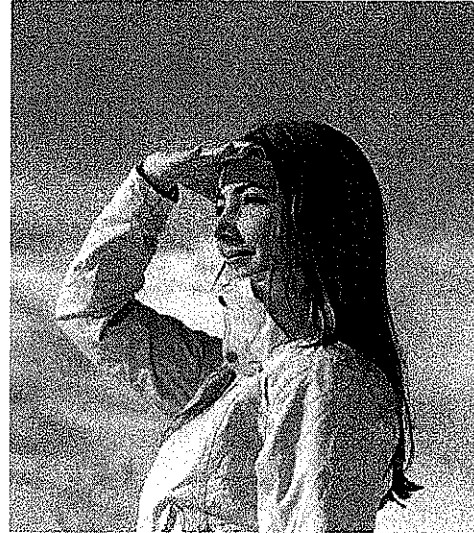


FY16 Storey County Work Program

Map Location	Location / Project Description (Phase) - Fund Source	Total
ST20140002-16	SR 341, Virginia City truck route, southbound at MP 0.7 for approx. 480'. ST 0.70 to Guardrail installation District Contract	\$43,127
XS20140015-16	SR 436 USA Pkwy from US 50, Lyon County, to I 80, Storey County ST 0.00 to 10.00 Construct and extend current roadway from US 50 to I 80. Design Build. State Gas Tax	\$77,700,000

Looking Ahead

- ◇ Project Initiation Form
- www.nevadadot.com/pif
- ◇ Transportation Alternative Program
- www.nevadadot.com/tap
- ◇ Road Relinquishment Program
- ◇ Request acceptance of the FY16 projects





2015 Transportation Report

Storey County



BRIAN SANDOVAL
Governor

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
1263 S. Stewart Street
Carson City, Nevada 89712

RUDY Malfabon, P.E., *Director*

April 21, 2015

Dear Storey County Commissioners,

Thank you for allowing the Nevada Department of Transportation to participate in the Storey County Commission meeting on June 16, 2015. This is a part of our annual county consultation process and will include an update on projects for the coming years. In addition, we will be there to listen to any concern or issue you may have regarding our transportation system.

Our agenda includes funding information, crash data and projects scheduled for your county. This packet will give you an overview of these items and the years they are scheduled for construction.

We will present the Annual Work Program for fiscal year 2016, which are scheduled for construction during the next fiscal year.

Our Short Range Elements (SRE) provide visibility into fiscal years 2017 through 2019. These work programs are on the radar provided we have the appropriate funding levels through our state and federal governments.

We will also share Long Range Elements (LRE) for work anticipated in year 2020 and beyond. These projects are in our system, but have not been scheduled or funded. In working with your county we look to identify future needs and issues to further transportation across our great state.

We look forward to presenting at your commission meeting.

Regards,

A handwritten signature in black ink, appearing to read "Rudy Malfabon".

Rudy Malfabon, P.E.
Director
Nevada Department of Transportation



NDOT Mission, Vision, Core Values, and Goals

Mission

Providing a better transportation system for Nevada through our unified and dedicated efforts.

Vision

The nation's leader in delivering transportation solutions, improving Nevada's quality of life.

Core Values

- Integrity – Doing the right thing.
- Honesty – Being truthful in your actions and your words.
- Respect – Treating others with dignity.
- Commitment – Putting the needs of the Department first.
- Accountability – Being responsible for your actions.

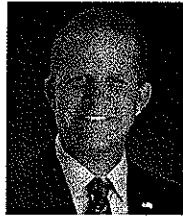
Goals

As one NDOT, our employees are key to successfully accomplishing our mission.

- Optimize safety.
- Be in touch with and responsive to our customers.
- Innovate.
- Be the employer of choice.
- Deliver timely and beneficial projects and programs.
- Effectively preserve and manage our assets.
- Efficiently operate the transportation system.



Board of Directors



Mark Hutchison
Lt Governor



Brian Sandoval
Governor



Ron Knecht
State Controller



Frank Martin
District 1



Tom Skancke
District 1



Len Savage
District 2



Tom Fransway
District 3

Senior Staff



Bill Hoffman
Deputy Director



Rudy Malfabon
Director



Tracy Larkin-Thomason
Deputy Director



Robert Nellis
Deputy Administration



Sondra Rosenberg
Planning



Reid Kaiser
Operations



Sean Sever
Communications



John Terry
Engineering



Mary Martini
District 1



Thor Dyson
District 2



Kevin Lee
District 3

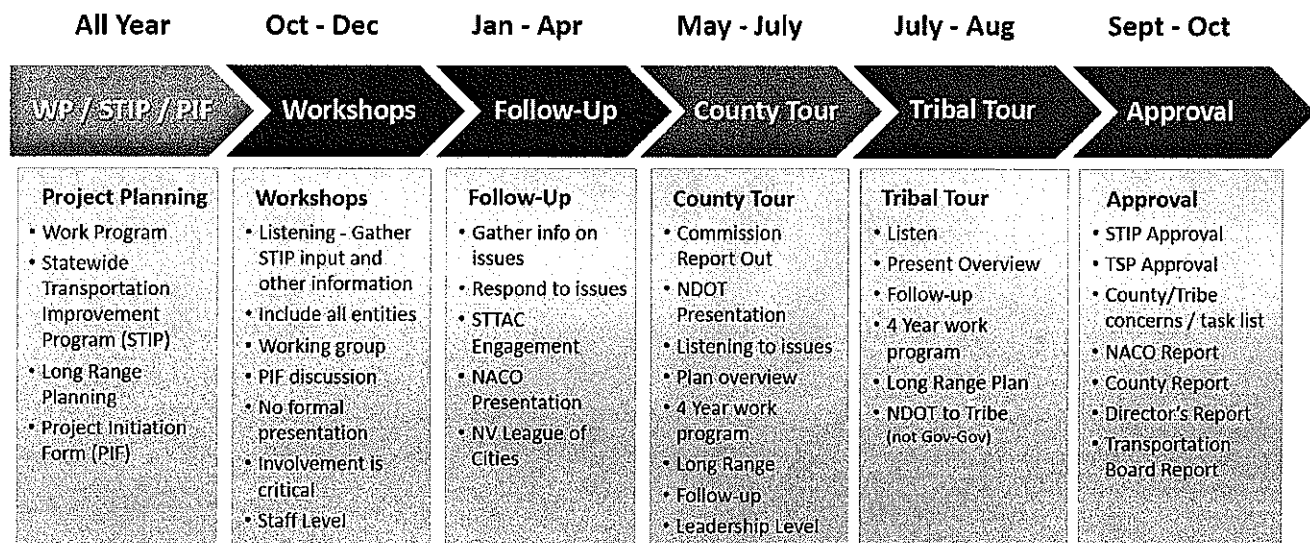


NDOT County Consultation Process

The Nevada Department of Transportation (NDOT) supports the importance of outreach and communication, especially in the transportation planning and programming processes. An open exchange of information among a wide array of transportation users, government officials and tribal leaders results in better decision-making and more publicly supported programs and projects. With increasing demands on limited public resources, transportation programs and projects require strong public support through an open and collaborative planning process.

NDOT LOCAL GOVERNMENT PLANNING

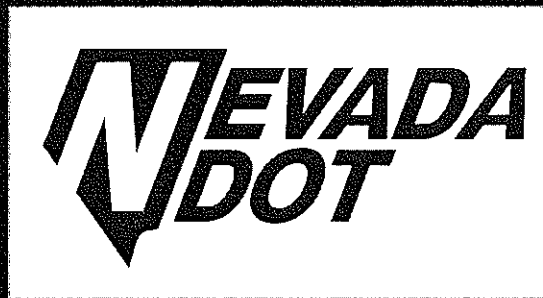
Annual Communication Rhythm



NDOT has chosen to perform annual Workshops and Tribal Consultation visits to specific locations in Nevada and has planned County Tour consultation visits to each of the 17 counties across the State. NDOT will also work directly with the FHWA and the Bureau of Indian Affairs (BIA) to annually update tribal transportation projects and Central Federal Lands Highway Division (CFLHD) projects for the Federal Lands Transportation Program and the Federal Lands Access Program. In addition, CFLHD performs annual in-state visits to discuss ongoing and potential projects. Tribal and CFLHD projects will be entered into the Work Program and/or STIP.

Meeting with each county commission and MPO across the state of Nevada is one piece of the puzzle to keep counties informed, engaged and a valuable part of the transportation process.

Safety Element Crash Report



Crash and Fatality Data - Statewide

FATAL CRASHES AND FATALITIES BY COUNTY, PERSON TYPE, DAY, MONTH, YEAR AND PERCENT CHANGE.

	CURRENT			SAME DATE LAST YEAR		# CHANGE	
	Crashes	Fatals		Crashes	Fatals	Crashes	Fatals
4/12/2015	1	1	4/12/2014	1	1	0	0
MONTH	6	7	MONTH	8	10	-2	-3
YEAR	74	79	YEAR	63	69	11	10

CRASH AND FATAL COMPARISON BETWEEN 2014 AND 2015, AS OF CURRENT DATE.

COUNTY	2014 Crashes	2015 Crashes	% CHANGE	2014 Fatalities	2015 Fatalities	% Change	2014 Alcohol Crashes	2015 Alcohol Crashes	% Change	2014 Alcohol Fatalities	2015 Alcohol Fatalities	% Change
CARSON	1	0	-100.00%	2	0	-100.00%	0	0	0.00%	0	0	0.00%
CHURCHILL	1	1	0.00%	1	1	0.00%	0	0	0.00%	0	0	0.00%
CLARK	36	49	36.11%	39	52	33.33%	10	5	-50.00%	12	6	-50.00%
DOUGLAS	1	1	0.00%	1	1	0.00%	0	1	100.00%	0	1	100.00%
ELKO	2	1	-50.00%	2	1	-50.00%	1	0	-100.00%	1	0	-100.00%
ESMERALDA	0	1	100.00%	0	1	100.00%	0	0	0.00%	0	0	0.00%
EUREKA	1	2	100.00%	1	2	100.00%	0	0	0.00%	0	0	0.00%
HUMBOLDT	3	0	-100.00%	4	0	-100.00%	1	0	-100.00%	1	0	-100.00%
LANDER	3	2	-33.33%	3	2	-33.33%	0	0	0.00%	0	0	0.00%
LINCOLN	0	2	200.00%	0	2	200.00%	0	1	100.00%	0	1	100.00%
LYON	3	2	-33.33%	3	2	-33.33%	3	1	-66.67%	3	1	-66.67%
MINERAL	0	1	100.00%	0	2	200.00%	0	0	0.00%	0	0	0.00%
NYE	1	3	200.00%	1	3	200.00%	0	1	100.00%	0	1	100.00%
PERSHING	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%
STOREY	1	0	-100.00%	1	0	-100.00%	0	0	0.00%	0	0	0.00%
WASHOE	10	9	-10.00%	11	10	-9.09%	1	0	-100.00%	1	0	-100.00%
WHITE PINE	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%
YTD	63	74	17.46%	69	79	14.49%	16	9	-43.75%	18	10	-44.44%
TOTAL 14	264	---	-72.0%	287	---	-72.5%						

2014 AND 2015 ALCOHOL CRASHES AND FATALITIES ARE BASED ON VERY PRELIMINARY DATA.

COMPARISON OF FATALITIES BY PERSON TYPE BETWEEN 2014 AND 2015, AS OF CURRENT DATE.

COUNTY	2014 Vehicle Occupants	2015 Vehicle Occupants	% Change	2014 Peds	2015 Peds	% Change	2014 Motor. Cyclist	2015 Motor- Cyclist	% Change	2014 Bike	2015 Bike	% Change	2014 Other moped, atv	2015 Other moped, atv
CARSON	0	0	0.00%	0	0	0.00%	2	0	-100.00%	0	0	0.00%	0	0
CHURCHILL	1	1	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0
CLARK	16	21	31.25%	10	18	80.00%	10	6	-40.00%	0	4	400.00%	3	3
DOUGLAS	1	1	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0
ELKO	2	1	-50.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0
ESMERALDA	0	1	100.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0
EUREKA	1	2	100.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0
HUMBOLDT	4	0	-100.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0
LANDER	2	1	-50.00%	1	1	0.00%	0	0	0.00%	0	0	0.00%	0	0
LINCOLN	0	2	200.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0
LYON	1	2	100.00%	0	0	0.00%	1	0	-100.00%	1	0	-100.00%	0	0
MINERAL	0	2	200.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0
NYE	1	3	200.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0
PERSHING	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0
STOREY	0	0	0.00%	0	0	0.00%	1	0	-100.00%	0	0	0.00%	0	0
WASHOE	5	7	40.00%	4	1	-75.00%	2	2	0.00%	0	0	0.00%	0	0
WHITE PINE	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0	0.00%	0	0
YTD	34	44	29.41%	15	20	33.33%	16	8	-50.00%	1	4	300.00%	3	3
TOTAL 14	146	---	-69.86%	69	---	-71.01%	55	---	-85.45%	8	---	-50.00%	9	---

Total 2014 287

Crash Density

Storey County
7/1/2009 - 7/1/2014

Severity

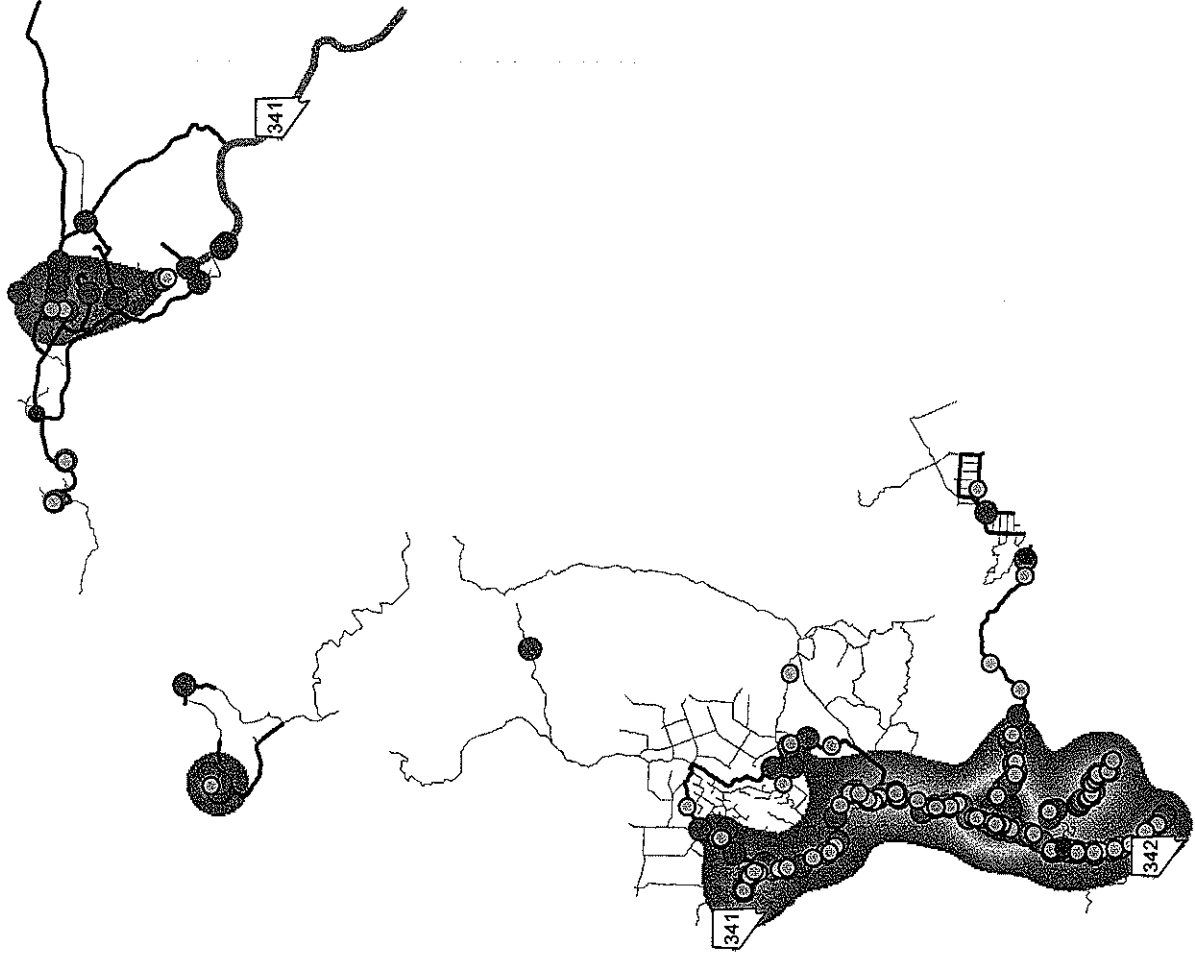
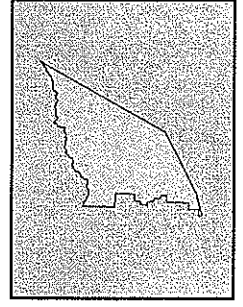
- FATAL
- ⊙ INJURY
- NON-INJURY



The information included on this map has been compiled by NDOT staff from a variety of sources and is subject to change without notice. NDOT makes no representation or warranty, express or implied, as to accuracy, completeness, timeliness, or reliability of the data or information. This document is not intended to be used as a survey or for legal purposes. It is for informational purposes only. NDOT is not responsible for any errors or omissions. Any use of this map or information on this map is published except by written permission of NDOT.

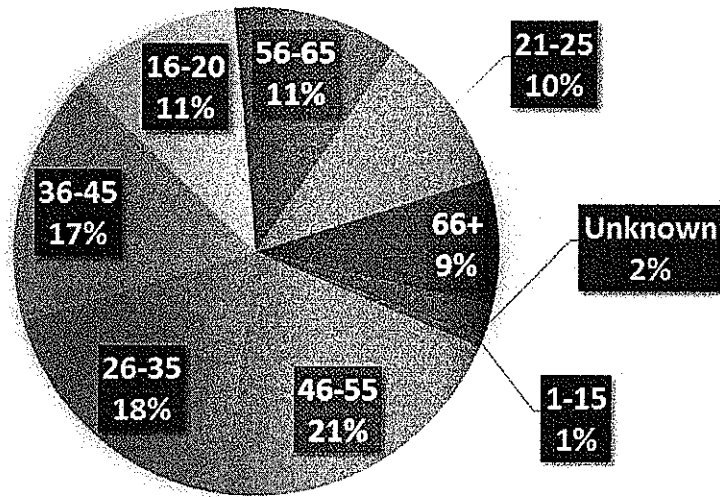


Traffic Safety
Engineering Division

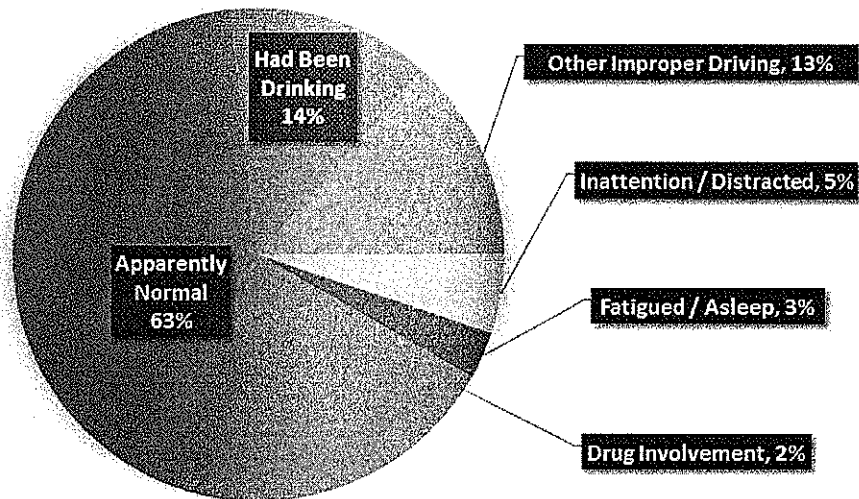


Storey County 5 Year Crash Data

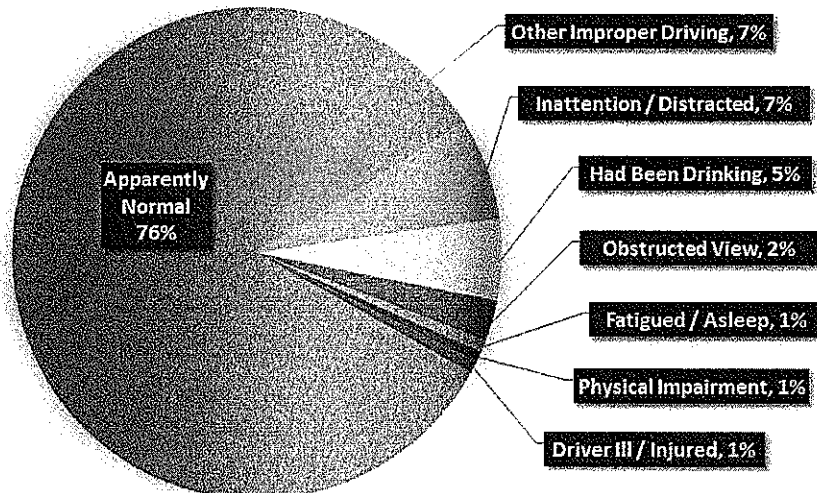
Storey County: Age Ranges of All Drivers in Crashes



Storey County: Driver Factors in Injury Crashes

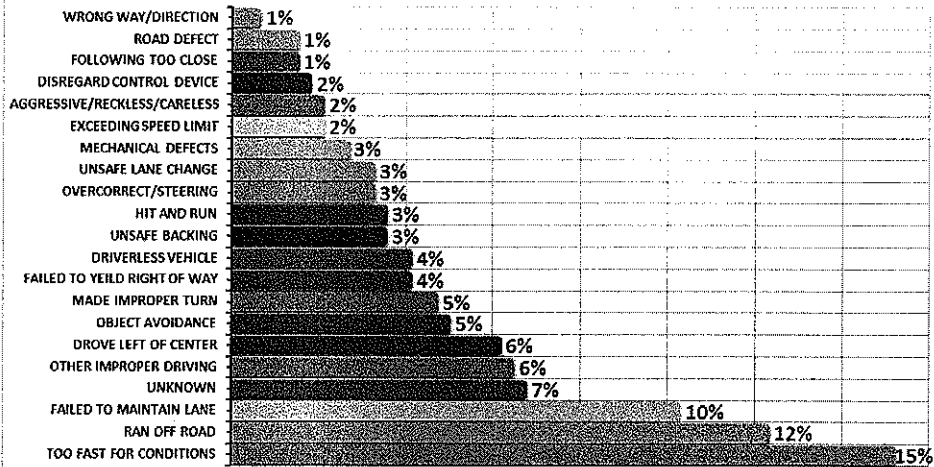


Storey County: Driver Factors in Non-Injury Crashes

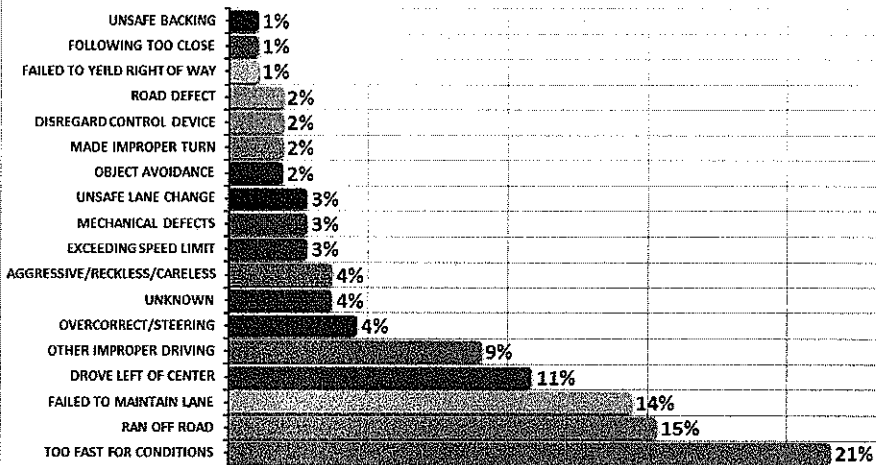


Storey County 5 Year Crash Data

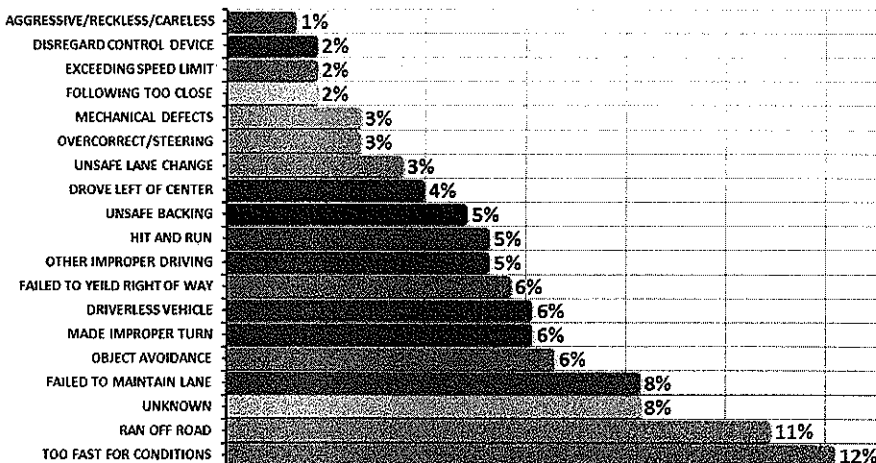
Storey County: Vehicle Factors in All Crashes



Storey County: Vehicle Factors in Injury Crashes



Storey County: Vehicle Factors in Non-Injury Crashes



FY15 Recap



FY 2015 County Tour Worksheet

Storey County

Date: June 17, 2014

Commissioners: Commissioner Bill Sjovangen, Commissioner Marshall McBride, and Commissioner Lance Gilman,

FHWA Participants: Sue Klekar

NACO (Nevada Association of Counties): Dagny Stapleton

NDOT Participants: Mike Fuess, Jason Marty, and Scott Reeves of District II and Jason Van Havel, Rebecca Kapuler Catherine Cuccaro, Jana Mabry, and Melissa Chandler of Transportation Multi-modal Planning.

Mr. Jason Van Havel discussed County Tour Talking points:

- Funding update;
- Status of Road Relinquishment Program;
- Highway safety issues including the status of fatal crashes in the County;
- Reviewing past issues and concerns of the Commission;
- Requesting the Commissioners to vote for acceptance of the Work Program;
- and,
- Other issues.

When Mr. Van Havel introduced staff he mentioned that two of the staff in attendance worked in the transit section of Transportation Multi-modal planning section. He added that Storey County is the only county in Nevada that does not have a transit partnership with NDOT. He stated that if the commissioners wanted to initiate a transit program to contact NDOT.

Mr. Van Havel shared the website regarding the I80 Corridor Study, www.I80vision.org. Discussion occurred pertaining to 341 and 342- there is not any construction scheduled for this construction year on these roads. The topic of USA Parkway was raised and discussion took place regarding funding, or lack of funding, for the projected project.

The Commissioners inquired about 6 Mile Canyon and there was interest in making this roadway a State Highway. Mr. Van Havel suggested that the Commission talk with Bob Madewell in Roadway Systems. Roadway Systems staff will be meeting with staff from each county to discuss roadway relinquishments.

With no other questions or comments and no public comment, the commissioners accepted NDOT's 2015-2024 Work Program.

Storey County
FY 2015 Transportation Planning Workshop
October 29, 2014 9am

1. Introductions

Mike Nevin, Storey Co. Public Works	Dean Haymore, Storey County	Dessie Redmond, Storey County
Cherie Nevin, Storey County	Anita Lyday, NDOT District 2	Steve Williams, NDOT District 2
Scott Reeves, NDOT District 2	Coy Peacock, NDOT Planning	Catherine Cuccaro, NDOT Planning
Raymond Enerio, NDOT		

2. Previous County Concerns

3. County Issues – We want to hear from you!

- USA Pkwy: Per Dean, the road became NDOT's yesterday. (The County Commissioner's signed an agreement?) Dean has been working with Rudy, Bill & Pedro.
- If NDOT is taking over maintenance now, District needs to know. Snow season is coming and District wasn't expecting maintenance of USA Pkwy until after its completion. Signs on USA Pkwy are not to NDOT standards and will need to be replaced. (Also, Portofino St at USA Pkwy has wrong name.)
- Mike (Storey County): There is a chain up sign in the median of USA Pkwy. If NDOT needs to remove it, Mike would like it back.
- Follow-up> The chain up sign has not yet been changed out. It is still the Storey County's sign. It should be changed out by the next winter.

a. 9am Lockwood Interchange

The workshop group met at the Lockwood Intg to discuss the county's concerns regarding the frontage road. Per Steve, there is a mill and fill scheduled for the frontage road next year and it is a priority for the district. There was also a request to re-stripe the frontage road in the mean time. They did understand it was late in the season but the residents of Lockwood had complained about it. District said they would look into it but with only two crews may be difficult. Dean also asked about the road at the Patrick Intg. That road also is on the betterment list for next year. They also requested possible restripe of Patrick's frontage road and District will look in that as well.

Follow-up> These were re-stripped twice and the pavement marking were added.

a. 10am Virginia City. Curb, gutter, sidewalks (replacement and additional sidewalks)

Following the Lockwood review, the group met back up in Virginia City to review the county's curb, gutter and sidewalk concerns along C St. (SR 341).

Storm drains/manholes at Flowery St. tie into Storey Co sewer. Mike would like them cleaned.

Follow-up> The Storm drains have been cleaned out, right after the first of the year.

C St/SR 341: NDOT responsibility is back of curb to back of curb, sidewalks are not ours.

Maintenance is responsibility of property owners.

Across from Washoe Club near Comstock Museum and in front of the old Fire House, Storey County did a pilot sidewalk project and replaced spotty asphalt with pavers. (SHPO approved.) The county would like to extend and add more. (East side of C St.) Also on the East side of C St between Taylor St and Union St is where the sidewalk is the worst and some areas will need the

Storey County
FY 2015 Transportation Planning Workshop
October 29, 2014 9am

subfloor fixed before the curb could be replaced. Storey County has correction orders they can use but some of the building subfloors under the sidewalk planks are pretty bad. C St is not scheduled for overlay for several years and this would be an opportunity to add some of this to a 3R project.

Coy recommended that they submit a phased/prioritized list for possible extensions of the pilot project and the other curb repair and replacement through the Transportation Alternatives Program (TAP). County contributions of cash or "in-kind" services may help improve project ranking and viability. If we work together it can be fixed much faster. There are several old curb cut for old driveways not in use today. Deteriorated curb and gutter across Union at the C Street intersection. The deteriorated gutter near the Storey County IT shop and The Way It Was Museum (east side of C St on north end of town) is a primary safety concern of the county's. The gutter is all but gone and there is a 2" to 3" drop off from the pavement to the dirt. Per Steve, the concrete job would need to be contracted out by the district as it's not a small job.

Storey County is looking into establishing a Redevelopment District, Historic Preservation Program Funding (this is more for the buildings) and Commission of Cultural Affairs funding. This would also allow them to team with us on these sidewalks projects.

The county was encouraged to use the online Project Initiation Form (PIF) for all projects and needs.

Follow-up> As of this date we have not received any PIF applications.

They asked about the accidents on the Freeway at the USA Parkway exit but Steve stated it was on the mainline issue and not because of the on and off from the exits. They also spoke of a blind spot on the WB exit at USA Parkway?

Follow-up> A Road Safety Analysis (RSA) has been completed.

There was also concern about SR 341 and US 50 new intersection. The trucks are constantly running over the curb at the T-intersection when heading EB on US 50. They really miss the sweeping right when heading WB on US 50. Steve explained there was not enough length for an acceleration lane due to the businesses on the North side of US 50.

Follow-up> There has been no change to date as this is a part of the new construction.

4. The Planning Process

- Coy explained the Transportation System Projects (TSP) cycle. We're finishing up the TSP document to take to the transportation board in November for their approval, which includes what we came out to all the counties with during the Spring County Tours (County Commission meetings), and now we're starting up the Fall County Workshops (to start the whole (yearly) process over again of building the TSP, Statewide Transportation Improvement Program and 1 year Work Program, Short and Long Range Elements.

5. Project Initiation Form (PIF)

- The Project Initiation Form was discussed and the county was encouraged to submit PIF's for their requested projects and needs.

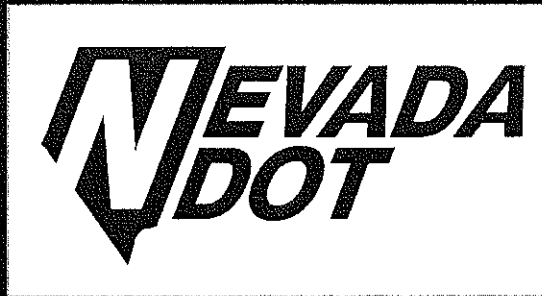
Storey County
FY 2015 Transportation Planning Workshop
October 29, 2014 9am

6. Future Workshop Agenda Items

- No one had any future agenda items..

TAP Projects

Transportation Alternatives Program



TRANSPORTATION ALTERNATIVES PROGRAM

TAP Projects

Award Cycle 2015

County	Project	Applicant	Amount
CAMPO	Western Nevada SRTS Coordinator	Carson City Health and Human Services	\$125,000
	Carson City Freeway Shared Use Path	Carson City	\$650,000
Clark	Clark County Safe Routes to Schools (SRTS) Coordinator	Clark County School District	\$96,170
Douglas	State Route 756, Centerville Road Bike Lane	Douglas County	\$600,000
	County Road Improvements	Minden	\$314,198
Elko	HARP Trail Extension	City of Elko	\$238,632
TMPO	Nevada Stateline to Stateline Bikeway North Demo, Shared Use Path	TTD	\$650,000
Washoe	Katherine Dunn Elementary School Pedestrian Improvements	Washoe County School District	\$26,000
Total			\$2,700,000

FY16 TAP Process

Transportation Alternatives Program

1. NDOT announces the TAP funding cycle is open (*printed in newspapers across the State, advertised on the NDOT home page and via email-to interested parties*)
2. Applications are received by the due date (electronically via the Project Initiation Form) www.nevadadot.com/pif
3. NDOT and FHWA review to verify that projects are TAP eligible.
4. TAP Scoring Committee receives, reviews and recommends a ranking of applications based on established scoring criteria
5. NDOT staff compiles the list of TAP projects and provides to NDOT Director for approval.
6. Applicants are notified if they have been successful or if they need to reapply.

For more information please go to www.nevadadot.com/tap



Storey County
Proposed Funding \$77,743,127

FY16

\$77,743,127

Proposed – Subject to change





Annual Work Program / Short Range Element / Long Range Element

INTRODUCTION

This section of the Transportation System Projects document contains the ANNUAL WORK PROGRAM, SHORT RANGE ELEMENT, and LONG RANGE ELEMENT listed by County.

The ANNUAL WORK PROGRAM (AWP) includes: FY16 - Fiscal Year 2016

- Construction projects NDOT intends to start work on or participate in during the coming Federal Fiscal Year 2016
- Construction projects NDOT plans to award to contractors
- Major Maintenance work initiated by NDOT which may be completed by the end of the Federal Fiscal Year 2016.

The AWP is considered the Department's capital improvement program for the Federal Fiscal Year 2016. All projects are subject to the availability of state and federal funds as well as staff resources. Problems in financing, engineering, right-of-way acquisitions, or revised priorities may delay the completion of any project listed.

The SHORT RANGE ELEMENT (SRE) includes: FY17 – FY19

- Construction projects proposed for Federal Fiscal Year 2017 – 2019,
- Construction projects NDOT plans to award to contractors
- Major maintenance work initiated by NDOT to be completed by FY17.

The LONG RANGE ELEMENT (LRE) identifies: FY20 and beyond

Construction projects the State, the four Metropolitan Planning Organizations, and local governments would like to have initiated within Federal Fiscal Years 2020 through 2025.



PROGRAM DEVELOPMENT DIVISION
Nevada Department of Transportation
1263 South Stewart Street
Carson City, Nevada 89712 (775) 888-7122

How to read the Work Program table and data



DEFINITIONS OF PROJECT ID OR CODE (MAP LOCATION NUMBER)

PROJECT ID COLOR CODES USED ON MAPS:

Name	Years	Color
Annual Work Program	Fiscal Year 2016	Red
Short Range Elements	2017 – 2019	Green
Long Range Elements	2020 and beyond	Blue

PROJECT ID CODE: WA20160003-16

WA20160003-16: These Two Letters designate the county

WA20160003-16: Starting with the FY 2016 AWP these Four Number designate the Fiscal Year the Project was entered into the AWP

WA20160003-16: Starting with the FY 2016 AWP these Four Numbers are assigned to the Project to differentiate it from Other Projects within the same County and Fiscal Year

WA20160003-16: These Two Numbers represents the Year the Project is to be funded

WA20160003-LRE: A Project or Phase of a Project that has not been scheduled for funding is listed as a Long Range Element (LRE)*

*When the Project or Phase is scheduled for funding it moves from the LRE to the AWP or to the Short Range Element and is assigned a Project ID Code.

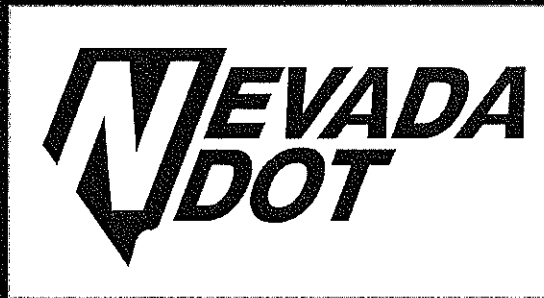
COUNTY IDENTIFIER ABBREVIATIONS

CC – Carson City
CH – Churchill County
CL – Clark County
DO – Douglas County
EL – Elko County
ES – Esmeralda County

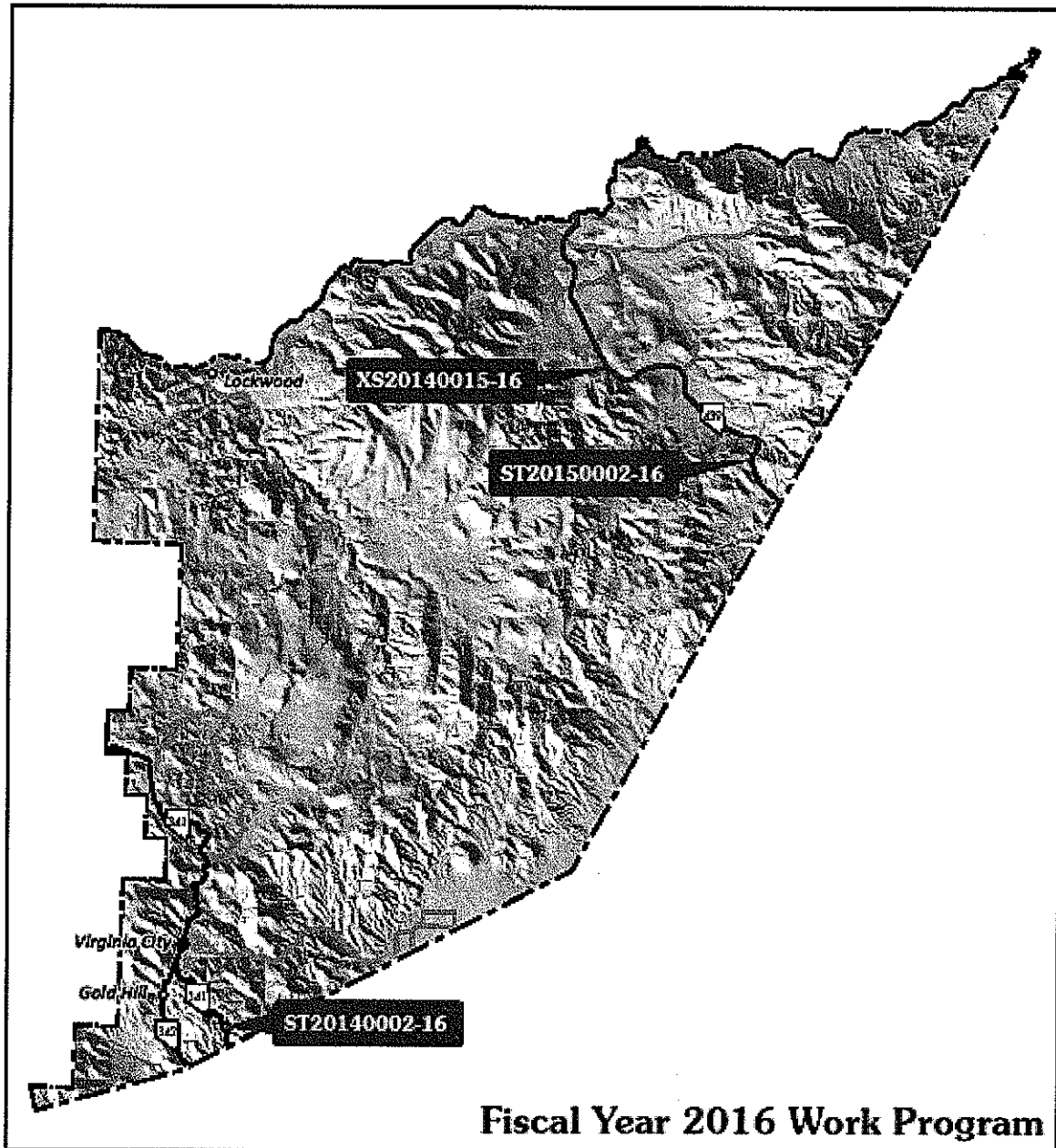
EU – Eureka County
HU – Humboldt County
LA – Lander County
LN – Lincoln County
LY – Lyon County
MI – Mineral County

NY – Nye County
PE – Pershing County
ST – Storey County
WA – Washoe County
WP – White Pine County

FY16 Work Program



NDOT Projects: Storey County



Fiscal Year 2016 Work Program

Prepared by:
Nevada Department of Transportation
April, 2015



This Map is for display purposes only.
No liability is assumed for the information
displayed hereon.

Storey County FY16 Work Program

Map Location	Location / Project Description (Phase) - Fund Source	Total
ST20140002-16	SR 341, Virginia City truck route, southbound at MP 0.7 for approx. 480'. ST 0.70 to Guardrail installation District Contract	\$43,127
XS20140015-16	SR 439 USA Pkwy from US 50, Lyon County, to I 80, Storey County ST 0.00 to 10.00 Construct and extend current roadway from US 50 to I 80. Design Build. State Gas Tax	\$77,700,000



Thank you for allowing the
Nevada Department of Transportation
to engage with the Commissioners, County
Staff and citizens of Storey County.



Crash Density

Storey County
7/1/2009 - 7/1/2014

Severity

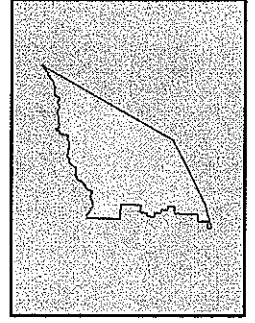
- FATAL
- ⊙ INJURY
- NON-INJURY



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Traffic Safety
Engineering Division



NDOT Intersection Detail

INJURY CRASH	17-Mar-2013	2013	03:43 PM	SR341
INJURY CRASH	19-Mar-2013	2013	03:05 PM	SR341
INJURY CRASH	24-Mar-2013	2013	02:40 PM	SIX MILE CANYON RD
PROPERTY DAMAGE	31-Mar-2013	2013	03:27 PM	SR341
PROPERTY DAMAGE	08-Apr-2013	2013	09:29 AM	SR342
PROPERTY DAMAGE	13-Apr-2013	2013	01:50 PM	SIX MILE CANYON RD
PROPERTY DAMAGE	16-Apr-2013	2013	08:33 AM	CALAVARAS RD
INJURY CRASH	17-Apr-2013	2013	02:47 PM	SIX MILE CANYON
INJURY CRASH	21-Apr-2013	2013	01:48 PM	SR341
PROPERTY DAMAGE	27-Apr-2013	2013	11:35 PM	SIX MILE CANYON
INJURY CRASH	09-May-2013	2013	07:58 PM	SR342
INJURY CRASH	19-May-2013	2013	10:31 AM	SR341
PROPERTY DAMAGE	22-May-2013	2013	04:00 PM	SR341
INJURY CRASH	26-May-2013	2013	02:34 PM	SIX MILE CANYON
PROPERTY DAMAGE	30-May-2013	2013	02:46 PM	USA PKWY
PROPERTY DAMAGE	04-Jun-2013	2013	07:58 AM	SR341
INJURY CRASH	09-Jun-2013	2013	02:26 PM	SR341
PROPERTY DAMAGE	14-Jun-2013	2013	06:45 PM	D ST
INJURY CRASH	26-Jun-2013	2013	05:30 PM	USA PKWY
PROPERTY DAMAGE	27-Jun-2013	2013	04:20 PM	SR341
PROPERTY DAMAGE	29-Jun-2013	2013	11:04 AM	SR341
INJURY CRASH	02-Jul-2013	2013	07:30 AM	MILL ST
PROPERTY DAMAGE	02-Jul-2013	2013	09:26 AM	USA PKWY
PROPERTY DAMAGE	04-Jul-2013	2013	11:25 AM	CARSON ST
PROPERTY DAMAGE	06-Jul-2013	2013	02:30 AM	SR341
PROPERTY DAMAGE	18-Jul-2013	2013	09:15 PM	SR341
INJURY CRASH	22-Jul-2013	2013	08:20 PM	SR341
PROPERTY DAMAGE	27-Jul-2013	2013	11:35 PM	SR342
PROPERTY DAMAGE	31-Jul-2013	2013	07:59 AM	SR341
PROPERTY DAMAGE	06-Aug-2013	2013	03:08 PM	C ST
PROPERTY DAMAGE	11-Aug-2013	2013	06:15 PM	C ST
PROPERTY DAMAGE	14-Aug-2013	2013	10:00 PM	MILL ST
INJURY CRASH	29-Aug-2013	2013	04:55 PM	PORTOFINO DR
PROPERTY DAMAGE	16-Sep-2013	2013	11:35 PM	SR342
INJURY CRASH	22-Sep-2013	2013	06:20 AM	DENMARK DR
INJURY CRASH	28-Sep-2013	2013	03:45 PM	SR342
INJURY CRASH	28-Sep-2013	2013	06:20 PM	MILL ST
PROPERTY DAMAGE	02-Oct-2013	2013	12:47 PM	SR341
PROPERTY DAMAGE	03-Oct-2013	2013	08:05 PM	USA PKWY
PROPERTY DAMAGE	11-Oct-2013	2013	03:20 AM	PORTOFINO DR
PROPERTY DAMAGE	26-Oct-2013	2013	02:30 AM	PORTOFINO DR
PROPERTY DAMAGE	03-Nov-2013	2013	09:09 PM	MILL ST
INJURY CRASH	13-Nov-2013	2013	05:37 PM	IRELAND DR
PROPERTY DAMAGE	25-Nov-2013	2013	11:35 AM	SR342

PROPERTY DAMAGE	30-Nov-2013	2013	05:55 PM	USA PKWY
INJURY CRASH	03-Dec-2013	2013	02:50 PM	SR342
PROPERTY DAMAGE	13-Dec-2013	2013	10:17 PM	SIX MILE CANYON RD
PROPERTY DAMAGE	16-Dec-2013	2013	05:43 PM	PORTOFINO DR
PROPERTY DAMAGE	19-Dec-2013	2013	06:54 AM	USA PKWY
PROPERTY DAMAGE	19-Dec-2013	2013	06:54 AM	PORTOFINO DR
PROPERTY DAMAGE	19-Dec-2013	2013	06:54 AM	PORTOFINO DR
INJURY CRASH	21-Dec-2013	2013	07:33 AM	SR342
PROPERTY DAMAGE	02-Jan-2014	2014	02:22 PM	SIX MILE CANYON RD
PROPERTY DAMAGE	04-Jan-2014	2014	09:00 AM	SIX MILE CANYON RD
PROPERTY DAMAGE	10-Jan-2014	2014	07:56 AM	SIX MILE CANYON RD
PROPERTY DAMAGE	12-Jan-2014	2014	04:40 PM	SR341
PROPERTY DAMAGE	17-Jan-2014	2014	05:30 PM	USA PKWY
PROPERTY DAMAGE	30-Jan-2014	2014	07:30 AM	SR341
INJURY CRASH	30-Jan-2014	2014	07:57 AM	SR341
PROPERTY DAMAGE	03-Feb-2014	2014	03:16 PM	SR341
INJURY CRASH	10-Feb-2014	2014	08:00 AM	SR341
PROPERTY DAMAGE	12-Feb-2014	2014	08:49 PM	WAGON WHEEL WAY
PROPERTY DAMAGE	25-Feb-2014	2014	04:40 PM	AVENUE DE LA D'EMERALD
PROPERTY DAMAGE	26-Feb-2014	2014	07:55 AM	PORTOFINO DR
PROPERTY DAMAGE	28-Feb-2014	2014	07:15 PM	USA PKWY
INJURY CRASH	08-Mar-2014	2014	02:23 PM	SR341
INJURY CRASH	09-Mar-2014	2014	03:45 PM	LOUSETOWN RD
PROPERTY DAMAGE	21-Mar-2014	2014	09:08 AM	100 BLOCK CARMELLA LANE
FATAL CRASH	06-Apr-2014	2014	1:50 PM	SR341
PROPERTY DAMAGE	12-Apr-2014	2014	08:43 PM	SR341
PROPERTY DAMAGE	13-Apr-2014	2014	07:14 PM	S MAIN ST
PROPERTY DAMAGE	02-May-2014	2014	06:40 AM	SAZARAC RD
PROPERTY DAMAGE	02-May-2014	2014	12:05 PM	C ST
PROPERTY DAMAGE	02-May-2014	2014	06:15 PM	SR342
PROPERTY DAMAGE	04-May-2014	2014	10:27 AM	CARTWRIGHT RD
PROPERTY DAMAGE	17-May-2014	2014	10:30 AM	C ST
PROPERTY DAMAGE	01-Jun-2014	2014	03:00 AM	USA PKWY
PROPERTY DAMAGE	17-Jun-2014	2014	03:07 PM	SR341

Additional Detail on File with the Storey County Clerk's Office



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: June 16, 2015

Estimate of time required: 5 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Discussion and possible action to approve Resolution 15-428 authorizing the transfer of funds to the Virginia City Highlands Property Owners Association for crack-sealing on Cartwright Road.

2. **Recommended motion:** I move to approve Ordinance 15-428 authorizing the transfer of funds to the Virginia City Highlands Property Owners Association for crack-sealing on Cartwright Road .

3. **Prepared by:** Pat Whitten **Department:** Commissioner's Office **Tel:** 847-0968

4. **Staff summary:**

For the current fiscal year ending June 30, 2015, a line item was placed in the Community Services budget in the amount of \$40,000 with the intent channeling \$10,000 to each of the four distinct communities in the County. The two active Highlands Property Owner's Associations have joined together to collectively request the \$10,000 dedicated to the Highlands to be applied toward a crack-sealing project on the portion of Cartwright Road that is not owned by Storey County. As this portion is heavily travelled by County staff, inclusive of Fire/EMS and Sheriff's Deputies, staff believes this is a most appropriate expenditure and fully meets the spirit and intent and the "community fund" concept. Staff extends our appreciation to both the Virginia City Highlands POA, under the leadership of Jay Carmona and the Highland Ranches POA, under the leadership of Craig Chanslor for their dedicated efforts to make this a reality and we recommend approval of Resolution 15-428.

5. **Supporting materials:** Ordinance 15-428 and Letter of Request from both the 1 and 10 Acre Property Owner's Associations Boards of Directors

6. **Fiscal impact:** \$10,000 as budgeted in the current FYE 2015 budget

7. **Legal review required:** Yes _____ District Attorney

8. **Reviewed by:**

_____ Department Head

Department Name: Commissioner's Office

 County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 13

RESOLUTION NO. 15- 428

RESOLUTION Authorizing Transfer of Funds to Virginia City Highlands Property Owners Association for Crack-Sealing of Cartwright Road.

WHEREAS, NRS 244.1505 authorizes a Board of County Commissioners to grant money to a nonprofit organization created for religious, charitable or educational purposes to be expended for an authorized purpose; and

WHEREAS, a grant to a non-profit organization must be made by a resolution of the board of county commissioners which must specify the purpose of the grant and any conditions imposed upon the expenditure of the granted moneys; and,

WHEREAS, an organization qualifies as an organization for charitable purposes if the sole or primary purpose of the organization is to advance a public purpose or provide services that are otherwise required to be provided by a local government and the organization is operating in this state, See NRS 372.3261; and,

WHEREAS, an organization that qualifies as an organization for charitable purposes must also meet the requirements that:

- (a) No part of the net earnings of any such organization inures to the benefit of a private shareholder, individual or entity;
- (b) The business of the organization is not conducted for profit;
- (c) No substantial part of the business of the organization is devoted to the advocacy of any political principle or the defeat or passage of any state or federal legislation;

- (d) The organization does not participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office; and,
- (e) Any property sold to the organization for which an exemption is claimed is used by the organization in this State in furtherance of the religious, charitable or educational purposes of the organization.

NRS 372.2361(5); and,

WHEREAS, the Virginia City Highlands Property Owners Association (VCHPOA) is a Nevada domestic non-profit corporation operating in the State of Nevada which otherwise appears to qualify as a charitable organization authorized to receive grants from the County for a public purpose; and,

WHEREAS, the VCHPOA desires to obtain a grant from Storey County in the amount of ten thousand dollars (\$10,000.00) for the purpose of paying for a portion of the costs of crack-sealing Cartwright Road between Lousetown Road and Saddleback Road; and,

WHEREAS, the crack-sealing of Cartwright Road will allow greater access of public safety and fire vehicles, use of the road by the residents of the area, access by public and private entities providing services in the area and is a function that has been provided by Storey County in the past and does thereby serve a public purpose; and,

WHEREAS, the Board of County Commissioners of Storey County has previously appropriated funds for the requested grant by approval of the County budget;

NOW THEREFORE IS IT HEREBY RESOLVED AS FOLLOWS;

1. The Board of County Commissioners of Storey County does hereby grant to the VCHPOA the sum of ten thousand dollars (\$10,000.00) for the specific purpose of defraying the expenses of crack-sealing Cartwright Road between Lousetown Road and Saddleback Road.

ADOPTED this _____ day of June, 2015.

BOARD OF COUNTY COMMISSIONERS OF STOREY COUNTY

By: _____
MARSHALL McBRIDE, Chairman

ATTEST:

VANESSA STEPHENS
Storey County Clerk/Treasurer

**Virginia City Highlands
Property Owners' Association**

P.O. Box 686, Virginia City, Nevada 89440
775-847-7000 (phone/fax) www.vchpoa.org

April 28, 2015

To the Board of Commissioners, Storey County Nevada:

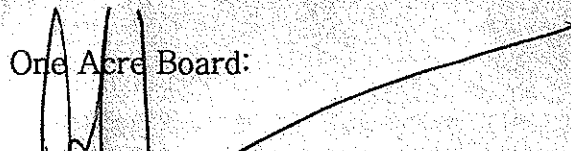
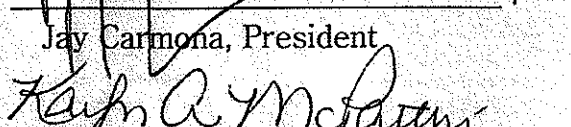
The One Acre and Ten Acre Associations in the Virginia City Highlands would like to request that the \$10,000 granted to our area for fiscal year 2014-2015 be used to offset the cost of repairing Cartwright Road.

We have a current estimate of \$21,000 from a private company. The County was contacted but we were advised that they do not have the time to do the repairs this year. Considering the condition of the road we feel it necessary to move forward with this project this summer.

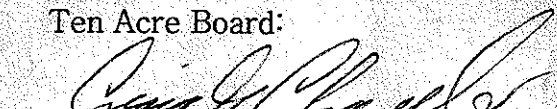
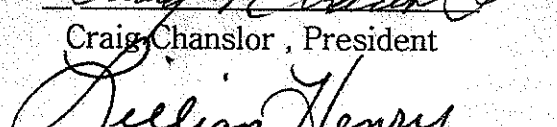
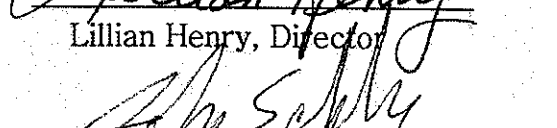
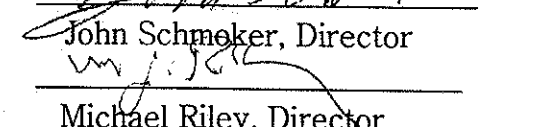
Below are the signatures of all board members from both Associations that attended the April board meetings.

Thank You,

One Acre Board:


Jay Carmona, President

Karlyn A McPartlin, Secretary

Ten Acre Board:


Craig Chanslor, President

Lillian Henry, Director

John Schmoker, Director

Michael Riley, Director



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: June 16, 2015 Estimate of time required: 5 Minutes

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. Title: Approve bid award for Public Works Project No. ST-2015-181; Cape Seal Project on approximately 12.31 miles of selected roads and streets in Storey County.
2. Recommended motion: Motion to approve bid award for Public Works Project No. ST-2015-181 to the low bidder, Sierra Nevada Construction Inc. in the amount of \$1,044,830.00 for Storey County Public Works Cape Seal Project.

3. Prepared by: Mike Nevin

Department: Public Works

Telephone: 847-0958

4. Staff summary: Staff recommends approval of award of bid to the lowest responsive bidder, Sierra Nevada Construction, Inc. All documents and bid package conform to requirements of NRS 332 and 338 as applicable.

5. Supporting materials:

ALL ATTACHED:

- A. PWP ST-2015-181 Bid Tabulation / Comparisons
- B. Sierra Nevada Construction, Inc. Bid Submittal and Contract Documents (applicable sections)
- C. Sierra Nevada Construction, Inc. – Bid Bond - Licenses and Permits
- D. Farr West Engineering – Letter of Recommendation of Award

6. Fiscal impact:

Funds Available: YES

Fund: Infrastructure and Roads Budgets

Comptroller

7. Legal review required:

____ District Attorney

8. Reviewed by:

Department Head

Department Name: Commissioner's Office

County Manager

Other agency review: _____

9. Board action:

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

BID TAB

Storey County

2015 Cape Seal Project

(PWP No. ST-2015-181)

Bid Opening Location: Farr West Engineering, 5442 Longley Lane, Suite A; Reno, NV 89521
 Date: Wednesday, May 27, 2015
 Time: 2:00 PM
 Owner: Storey County
 Engineer: Greg Lyman, PE; Farr West Engineering

Bid Item	Description	Quantity	Unit	Sierra Nevada Construction	Intermountain Slurry Seal	AVERAGE
				Unit Cost	Unit Cost	Unit Cost
1	Mark Twain Estates	15,000	SY	\$3.97	\$6.00	\$4.99
2	VC Highlands	81,000	SY	\$3.95	\$4.32	\$4.14
3	Virginia City	67,000	SY	\$3.98	\$5.19	\$4.59
4	TRI Center	97,000	SY	\$4.11	\$5.39	\$4.75
Total:				\$1,044,830.00	\$1,310,480.00	\$1,177,655.00

Rank 1 2

FARR WEST

ENGINEERING

May 28, 2015

Mr. Mike Nevin
Storey County
100 Toll Road
Virginia City, NV 89440

RE: BID ACCEPTANCE 2015 CAPE SEAL PROJECT

Mr. Nevin,

As you are aware, Storey County (County) held the bid opening for the 2015 Cape Seal Project on May, 27 2015. Sierra Nevada Construction (SNC) is the apparent low bidder with a total bid cost of \$1,044,830.00. SNC met the various bid requirements with a complete and balanced bid that contained all required submittals.

Farr West has performed a due diligence check on SNC by checking references, Nevada State Contractor's Board, debarment, Secretary of State, and the Labor Commissioner. The references were all positive; the general consensus is that they are more than competent to complete the work. A search of the Contractor's Board shows no disciplinary action against SNC and they are within their licensed limits. A search for "Sierra Nevada Construction" in the System for Award Management showed that SNC has no active exclusions or delinquencies. A search of the Secretary of State shows that SNC is in current and good standing. Lastly, a search of the Labor Commissioner shows no action as well. SNC has over 25 years of experience, and as a company, has performed many local construction projects including asphalt sealing and maintenance.

SNC has provided the low bid and appears to be competent in performing the work; therefore, Farr West recommends that the County award the complete project construction to Sierra Nevada Construction.

If you have any questions or require additional information regarding this letter, please feel free to contact me.

Sincerely,



Greg Lyman, P.E.
Project Manager

Contract Documents

Storey County 2015 Cape Seal Project

**Storey County, NV
Public Works Project No.
ST-2015-181**

April, 2015

OWNER:

Storey County
100 Toll Road
Virginia City, Nevada 89440
(775) 847-0958

ENGINEER:

**FARR WEST
ENGINEERING**

Farr West Engineering
5442 Longley Lane, Suite A
Reno, NV 89511
(775) 851-4788
(775) 851-0766 Fax

TABLE OF CONTENTS

00010	–	TABLE OF CONTENTS
00100	–	ADVERTISEMENT
00200	–	INSTRUCTIONS TO BIDDERS
00410	–	BID FORM
00430	–	BID BOND
00440	–	SUB-SUPPLIER
00450	–	QUALIFICATIONS STATEMENT
00510	–	NOTICE OF AWARD
00520	–	AGREEMENT
00550	–	NOTICE TO PROCEED
00610	–	PERFORMANCE BOND
00615	–	PAYMENT BOND
00700	–	GENERAL CONDITIONS
00800	–	SUPPLEMENTARY CONDITIONS
00840	–	ENGINEER'S SUPPLEMENTARY CONDITIONS
00900	–	PREVAILING WAGE RATES COVER
00950	–	PREVAILING WAGE RATES
00975	–	PREVAILING WAGE RATES AMENDMENTS
02785	–	TECHNICAL SPECIFICATIONS
APPENDIX A – PROJECT MAPS		

**STOREY COUNTY
STOREY COUNTY, NEVADA
2015 CAPE SEAL PROJECT
PWP No. ST-2015-181
May 6, 2015**

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the **Storey County 2015 Cape Seal Project** will be received, by **Farr West Engineering**, at the office of **Farr West Engineering, 5442 Longley Lane, Suite A, Reno, NV 89511**, until **2:00 p.m.** local time on **Wednesday, May 27, 2015**, at which time the Bids received will be publicly opened and read. The work generally involves the placing of approximately 260,000 Square yards of 3/8" and/or 1/2" chip seal, Type III Rapid Setting Slurry Seal and Type II Slurry Seal in Virginia City, Virginia City Highlands, Tahoe-Reno Industrial Center, and Mark Twain Estates in Storey County, Nevada.

The Contractor will have 21 calendar days to reach substantial completion and 28 calendar days to reach final completion of the Work in compliance with all applicable laws and regulations.

The Engineer's Opinion of Probable cost for this project is estimated at **\$1,200,000**.

Bids will be received for a single prime Contract. Bids shall be on a unit price basis as indicated in the Bid Form.

The Issuing Office for the Bidding Documents is: **Farr West Engineering, 5442 Longley Lane, Suite A, Reno, Nevada 89511, 775-851-4788, Attn: Cuyler Frisby cuyler@farrwestengineering.com**. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of **8:00 a.m. and 5:00 p.m.**, and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Bidding Documents may be viewed and ordered online by registering with the Issuing Office at <http://www.farrwestengineering.com/bidroom.html>. Following registration, complete sets of Bidding Documents may be downloaded from the Issuing Office's website as portable document format (PDF) files. The cost of printed Bidding Documents from the Issuing Office will depend on the number and size of the Drawings and Project Manual, applicable taxes, and shipping method selected by the prospective Bidder. Cost of Bidding Documents and shipping is non-refundable. Upon Issuing Office's receipt of payment, printed Bidding Documents will be sent via the prospective Bidder's delivery method of choice; the shipping charge will depend on the shipping method chosen. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the Bidder's date of receipt of the Bidding Documents. Partial sets of the Bidding Documents will not be available from the Issuing Office.

A 5% bid security shall be furnished in accordance with the Instructions to Bidders. All bidders shall be licensed and qualified by the Nevada State Contractor's Board to do the type of work contemplated for this project prior to the time of opening of said bids and shall be skilled and regularly engaged in the general class or type of work.

This proposal to the Owner is irrevocable for a period of sixty (60) days after the date of the bid opening. The right is reserved by the Owner to reject any and all bids, waive irregularities, informalities, or non-conformities; or to accept the bids deemed in their best interest, such as the lowest, responsible,

responsive bid. The right to add or delete items, or change quantities shown on the bid forms is further reserved by the Owner. Omission or improper completion of any or all of the proper bidding documents may be considered as a reason for rejection of the Bid.

Published: Comstock Chronicle

Owner: **Storey County**

By: **Mike Nevin**

Title: **Public Works Director**

Date: **May 6, 2015**

END OF ADVERTISEMENT FOR BIDS

SECTION 00200
INSTRUCTIONS TO BIDDERS
TABLE OF CONTENTS

	Page
Article 1 – Defined Terms	1
Article 2 – Copies of Bidding Documents	1
Article 3 – Qualifications of Bidders	1
Article 4 – Site and Other Areas; Existing Site Conditions; Examination of Site; Owner’s Safety Program; Other Work at the Site	3
Article 5 – Bidder’s Representations	4
Article 6 – Pre-Bid Conference.....	4
Article 7 – Interpretations and Addenda	5
Article 8 – Bid Security	5
Article 9 – Contract Times	5
Article 10 – Liquidated Damages	5
Article 11 – Substitute and “Or-Equal” Items	5
Article 12 – Subcontractors, Suppliers, and Others	6
Article 13 – Preparation of Bid	7
Article 14 – Basis of Bid.....	7
Article 15 – Submittal of Bid.....	8
Article 16 – Modification and Withdrawal of Bid	8
Article 17 – Opening of Bids	9
Article 18 – Bids to Remain Subject to Acceptance	9
Article 19 – Evaluation of Bids and Award of Contract.....	9
Article 20 – Bonds and Insurance	10
Article 21 – Signing of Agreement.....	10
Article 22 – Sales and Use Taxes.....	10
Article 23 – Contracts to be Assigned	10
Article 24 – Wage Rate Requirements.....	11
Article 25 – Retainage	11
Article 26 – Nevada Public Works Requirements	11
Article 27 – Partnering	11

ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* – The office from which the Bidding Documents are to be issued electronically.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.
- 2.02 Complete **and unaltered** sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:
- A. Evidence of Bidder's authority to do business in the county and state where the Project is located.
- B. Bidder's state or other contractor license number, if applicable.
- C. Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."
- D. Other required information regarding qualifications.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

- 4.01 *Site and Other Areas*
- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:
 - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
 - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established

by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

- 6.01 No pre-bid conference will be held

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **[5%]** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, ~~or the dates by which, [Milestones are to be achieved and]~~ the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract for the Work, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids in the case of a proposed substitute and 5 days prior in the case of a proposed “or-equal.” Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner. Substitutes and “or-equal” materials and equipment may be proposed by Contractor in accordance with Paragraphs 7.04 and 7.05 of the General Conditions after the Effective Date of the Contract.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.
- 11.03 If an award is made, Contractor shall be allowed to submit proposed substitutes and “or-equals” in accordance with the General Conditions.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 [Deleted]

12.02 [Deleted]

- 12.03 **If required by bid documents**, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner **additional lists of the Subcontractors or Suppliers proposed for the major portions of the Work, trades on the job, and specific areas or expertise required.**

If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost

occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.
- 12.05 **Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.**
- 12.06 **The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.06.**
- 12.07 **The Contractor shall submit a list of Subcontractors and Suppliers which make up at least 5% of the total bid price with the Bid Submittal. The Contractor shall submit a list of Subcontractors which make up 1% of the total Bid price or \$50,000, whichever is greater, within 2 hours of the Bid Opening. Per NRS 624, names, percentages, license numbers, addresses and a description of work shall be included on all lists for Subcontractors and the Bidding Prime Contractor.**

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
 - A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.04 A Bid by an individual shall show the Bidder’s name and official address.
- 13.05 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.06 All names shall be printed in ink below the signatures.
- 13.07 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.08 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.09 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and

qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 Base Bid with Alternates

- A. Bidders shall submit a Bid on a unit price basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

14.02 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.03 Allowances

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

14.04 [Deleted]

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one ~~separate-unbound~~ **electronic** copy of the Bid Form and the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the Owner and location as indicated in the Advertisement for Bids.
- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 19.03 Evaluation of Bids
 - A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award

may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

- 20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 22 – SALES AND USE TAXES (NOT USED)

ARTICLE 23 – WAGE RATE REQUIREMENTS

- 24.02 Contractor shall pay State Prevailing Wage Rates for each labor classification. Copies of the wage determinations are included in Section 00900 and are available at the Labor Commission office and website.
- 24.03 The contractor shall submit certified payrolls to the owner for every week worked for verification.

ARTICLE 25 – RETAINAGE

- 25.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement

ARTICLE 26 – NEVADA PUBLIC WORKS REQUIREMENTS

- 26.01 Contractor shall comply with all provisions of Nevada Revised Statutes (NRS) Chapter 338- Public Projects, if applicable, and all regulations promulgated under the statutes.

ARTICLE 27 – PARTNERING (NOT USED)

END OF SECTION

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.1 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>5/15/15</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

SECTION 00410

BID FORM FOR CONSTRUCTION CONTRACTS

Storey County 2015 Cape Seal Project

PWP No. ST-2015-181

TABLE OF CONTENTS

	Page
Article 1 – Bid Recipient	1
Article 2 – Bidder’s Acknowledgements	1
Article 3 – Bidder’s Representations	2
Article 4 – Bidder’s Certification	3
Article 5 – Basis of Bid	3
Article 6 – Time of Completion	5
Article 7 – Attachments to this Bid	5
Article 8 – Defined Terms	5
Article 9 – Bid Submittal	6

ARTICLE 1 – BID RECIPIENT

- 1.1 This Bid is submitted to Owner address as identified in Section 00100 – Advertisement.
- 1.2 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ADDENDUM NO. 1

May 15, 2015

Engineer:

Farr West Engineering
5442 Longley Lane, Suite A
Reno, NV 89511

Owner:

Storey County
100 Toll Road
Virginia City, NV 89440

STOREY COUNTY 2015 CAPE SEAL PROJECT

To: All Holders of the Bidding Documents, Specifications, and Drawings

The Contract Documents for the above-referenced Project are modified as set forth in this Addendum. The original Contract Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the Contract Documents. Bidder shall take this Addendum into consideration when preparing and submitting a bid, and shall acknowledge receipt of this Addendum in Article 3 of the Bid Form. Failure to do so may subject the Bidder to disqualification.

Bid Submittal Deadline: The Bid submittal deadline remains the same and is not changed by this Addendum.

This addendum consists of:

2 Pages of text (including this cover sheet and attachments)

Prepared by:



Greg Lyman, P.E.

REVISIONS TO CONTRACT DOCUMENTS

CONTRACT DOCUMENTS

1. Section 00410 – Bid Form for Construction Contracts

a. Article 5 – Basis of Bid

i. DELETE the following paragraph:

“The placing of approximately 260,000 Square yards of 3/8” and/or 1/2” chip seal, Type III Rapid Setting Slurry Seal and Type II Slurry Seal. The approximate pay quantity shall be PLACED SQUARE YARD specified spread rates within the Detail Specifications. The emulsion and/or oils shall be part of the bid price(s) of the Detail Specifications. Also, all required equipment, personnel, sweeping, traffic control, reflector tabs, protecting of existing tape markings, public notification and signage for the complete project shall be part of the unit prices. See Contact Plan Descriptions and Maps.”

ii. REPLACE with the following:

“The placing of approximately 260,000 Square yards of 3/8” and/or 1/2” chip seal, Type III Rapid Setting Slurry Seal and Type II Slurry Seal. The approximate pay quantity shall be PLACED SQUARE YARD specified spread rates within the Technical Specifications. The emulsion and/or oils shall be part of the bid price(s) of the Technical Specifications. Also, all required equipment, personnel, sweeping, traffic control, reflector tabs, protecting of existing tape markings, public notification and signage for the complete project shall be part of the unit prices. Bid schedule items shall also include replacement of all existing pavement markings. See Contact Plan Descriptions and Maps.”

CLARIFICATIONS

1. The bidders should be aware that there is centerline and miscellaneous striping on Waltham Way (TRI Center). The bid specifications are hereby amended to include replacement of all existing pavement markings within the current bid schedule items for all project areas. In other words, striping replacement by the contractor shall be considered incidental to the cape seal work in each street and will not have its own bid items. Existing striping shall be tabbed to ensure replacement in the same locations. All striping work shall be in compliance with Orange Book specifications. Striping shall not be placed earlier than 2 weeks from the completion of the cape seal to allow for cure time of the top coat.

END OF ADDENDUM

ARTICLE 5 – BASIS OF BID

5.1 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

The placing of approximately 260,000 Square yards of 3/8" and/or 1/2" chip seal, Type III Rapid Setting Slurry Seal and Type II Slurry Seal. The approximate pay quantity shall be PLACED SQUARE YARD specified spread rates within the Detail Specifications. The emulsion and/or oils shall be part of the bid price(s) of the Detail Specifications. Also, all required equipment, personnel, sweeping, traffic control, reflector tabs, protecting of existing tape markings, public notification and signage for the complete project shall be part of the unit prices. See Contact Plan Descriptions and Maps.

Item No.	Approximate Quantity	Item & Unit Bid Prices	Unit Price	Amount
1.	15,000 Square Yards "Mark Twain Estates"	Type II Rapid Setting Slurry Seal with 3/8 chip seal , complete and in place at <u>Three dollars ninety seven cents</u> per SY	\$ <u>3.97</u>	\$ <u>59,550.00</u>
2.	81,000 Square Yards "VC Highlands"	Type II Rapid Setting Slurry Seal with 3/8 chip seal , complete and in place at <u>Three dollars ninety five cents</u> per SY	\$ <u>3.95</u>	\$ <u>319,950.00</u>
3.	67,000 Square Yards "Virginia City"	Type II Rapid Setting Slurry Seal with 3/8 chip seal , complete and in place at <u>Three dollars ninety eight cents</u> per SY	\$ <u>3.98</u>	\$ <u>266,660.00</u>
4.	97,000 Square Yards "TRI Center"	Type III Rapid Setting Slurry Seal with 1/2 chip seal , complete and in place at <u>Four dollars eleven cents</u> per SY	\$ <u>4.11</u>	\$ <u>398,670.00</u>

TOTAL BASE BID PRICE - \$ 1,044,830.00

\$ One million forty four thousand eight hundred thirty dollars
In Words

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be

- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.1 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Preference Bidding Certification

Nevada Public Works Preference Bidding Program

Chapter 338 of Nevada Revised Statutes

The undersigned, being first duly sworn, deposes and says:

I, Craig D. Holt, swear or affirm under penalty of the law that I am Vice President of certifying firm Sierra Nevada Construction, Inc. and fully authorize to submit this Affidavit on behalf of the certifying firm, and that I have read and understood all of the information and statements submitted in this Affidavit and that they are true and correct to the best of my knowledge, and that all responses are full and complete, omitting no material information. The responses include all material information necessary to fully and accurately meet the requirements for obtaining a bidder preference for Nevada public works projects pursuant to Chapter 338 of Nevada Revised Statutes (NRS).

I recognize that the information submitted in this affidavit is for the purpose of certifying that the certifying firm will meet the following requirements for the entire duration of the project, collectively, and not on a specific day;

- a) At least 50 percent of all workers employed on the Project, including, without limitation, any employees of the certifying firm and of any subcontractor engaged on the Project, will hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;
- b) All vehicles used primarily for the Project will be:
 - 1) Registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the Nevada Department of Motor Vehicles pursuant to NRS706.826; or
 - 2) Registered in this State;
- c) At least 50 percent of the design professionals working on the Project, including, without limitation, any employees of the certifying firm and of any subcontractor engaged on the Project, will have a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;
- d) The certifying firm and any subcontractor engaged on the Project will maintain and make available for inspection within this State his or her records concerning payroll relating to the project.

I understand that if the certifying firm receives a preference of bidding and is awarded a contract for the Project that such contract will:

- a) Include a provision in the contract that substantially incorporates the requirements of paragraphs (a) to (d), inclusive, above;

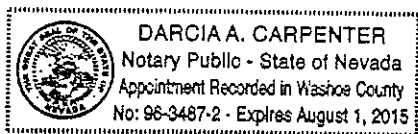
I declare under penalty of perjury that the information provided in this Affidavit is true and correct.

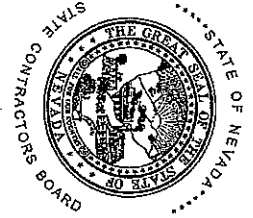
Signature: Craig D. Holt Date: May 27, 2015

By: Craig D. Holt Title: Vice-President

Signed and sworn to (or affirmed) before me on this 27th day of May, 2015
by Craig D. Holt.

Darcia A. Carpenter
Notary Signature





NEVADA STATE CONTRACTORS BOARD

3670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY

PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-00-01-27-0032

SIERRA NEVADA CONSTRUCTION, INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER 25565 ORIGINAL ISSUE DATE: 07/05/1988 BUSINESS TYPE: CORPORATION CLASSIFICATION: A-GENERAL ENGINEERING MONETARY LICENSE LIMIT: UNLIMITED STATUS: ACTIVE, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389, ATTACHED HERETO. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON AUGUST 1, 2014 AND EXPIRES ON JULY 31, 2015, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

Nancy Mathias
NANCY MATHIAS, LICENSING ADMINISTRATOR DATE 7-1-2014
FOR MARGI GREIN, EXECUTIVE OFFICER



The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance with NRS 338.147 or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Unit Prices have been computed in accordance with Paragraph 13.03.B of the General Conditions.

The requirements of Nevada Revised Statutes (NRS) shall apply to this project. The BIDDER is responsible for compliance with all applicable statutes. These statutes include, but are not limited to:

- A. NRS 338.020: Hourly and daily rate of wages must not be less than prevailing wage in County.
- B. NRS 338.080: Exemptions
- C. NRS 338.141: Bids to include certain information concerning subcontractors; requirements for substitution of named subcontracts.
- D. NRS 338.147: Award of Contract to Contractor who submits best bid.

- ☒ We qualify and claim the Preferential BIDDER status as specified in NRS 338.147, and have attached the appropriate information in accordance with the requirements of NRS 338.147 as described in Supplementary Condition SC-6.09.K.
- ☐ We do not qualify for the Preferential BIDDER status as specified in NRS 338.147.

Contractor: Sierra Nevada Construction, Inc.

License No: 25565

Authorized Signature: Craig D. Holt
Craig D. Holt

ARTICLE 6 - TIME OF COMPLETION

- 6.1 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.2 Bidder accepts the provisions of the Agreement as to Liquidated Damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

- 7.1 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of a Bid Bond (EJCDC C-430);
 - B. List of proposed Subcontractors (Section 00440);
 - C. List of proposed Suppliers (Section 00440);
 - D. Required Bidder Qualifications Statement with supporting data (EJCDC C-450);
 - E. Evidence of authority to do business in Storey County and the State of Nevada;
 - F. Evidence of qualifications for in-state bidder preference, if requesting consideration; and
 - G. Contractor's License No.: 25565 (may be combined with another attachment).

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Sierra Nevada Construction, Inc.

By:

[Signature]

C. D. Holt

[Printed name]

Craig D. Holt

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Signature]

[Printed name]

Marc T. Markwell

Title:

Secretary/Treasurer

Submittal Date:

May 27, 2015

Address for giving notices:

PO Box 50760

Sparks, Nevada 89435

Telephone Number:

775-355-0420

Fax Number:

775-355-0535

Contact Name and e-mail address:

Craig D. Holt

bids@snc.biz

Bidder's License No.:

25565

(where applicable)

ACTION BY UNANIMOUS WRITTEN CONSENT
OF THE BOARD OR DIRECTORS AND SHAREHOLDERS
OF
SIERRA NEVADA CONSTRUCTION, INC.

July 31, 2012

The undersigned, being all of the directors and shareholders of Sierra Nevada Construction, Inc., a Nevada corporation (the "Corporation"), do hereby unanimously approve, adopt, make, ratify and confirm the following:

WHEREAS, Kevin L. Robertson acts in the capacity of President, Craig D. Holt acts in the capacity of Vice President and Secretary, and Bryan Holt acts in the capacity of Chief Financial Officer and Treasurer of Sierra Nevada Construction, Inc.

WHEREAS, Kevin L. Robertson, Craig D. Holt and Bryan W. Holt as officers of this Corporation may be required from time to time to execute agreements on behalf on Sierra Nevada Construction, Inc.

NOW THEREFORE, the undersigned directors and shareholders of Sierra Nevada Construction, Inc., resolve as follows:

RESOLVED, that the following individuals are appointed to serve as officers of this Corporation in the specified capacities:

Kevin L. Robertson	President
Craig D. Holt	Vice President
Marc T. Markwell	Chief Financial Officer/Treasurer/Secretary

RESOLVED, that Kevin L. Robertson, Craig D. Holt, and Marc T. Markwell as officers of this Corporation are authorized to execute agreements into, between or among Sierra Nevada Construction, Inc., and third parties without further authorization from the directors and/or shareholders.

and, further

RESOLVED, that Kevin L. Robertson, Craig D. Holt, and Marc T. Markwell in their capacities as officers of this Corporation are authorized to take all necessary and appropriate steps on behalf of the Corporation to effectuate the proposed amendments to the Articles of Incorporation and the Bylaws of the Corporation..

IN WITNESS WHEREOF, the directors and shareholders have executed this
Instrument effective July 31, 2012.

Directors:

C.D. Holt
Craig D. Holt

K. Robertson
Kevin L. Robertson

Shareholders:

C.D. Holt
Craig D. Holt

K. Robertson
Kevin L. Robertson

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address): Sierra Nevada Construction, Inc.
2055 East Greg Street
Sparks, NV 89431

SURETY (Name, and Address of Principal Place of Business): Liberty Mutual Insurance Company
14123 Denver West Parkway
Golden, CO 80401

OWNER (Name and Address): Storey County
100 Toll Road
Virginia City, NV 89440

BID

Bid Due Date: 5-27-15

Description (Project Name— Include Location): Storey County 2015 Cape Seal Project
Storey, County, NV

BOND

Bond Number: Bid Bond

Date: May 13, 2015

Penal sum Five percent of attached bid

\$ **5%**

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Sierra Nevada Construction, Inc.

(Seal)

Liberty Mutual Insurance Company

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

Craig D. Holt

Print Name

Vice President

Title

Attest:

Signature

Secretary/Treasurer

By:

Signature (Attach Power of Attorney)

Lori Jones

Print Name

Attorney-In-Fact

Title

Attest:

Signature

Title Agent

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6929258

American Fire and Casualty Company
The Ohio Casualty Insurance Company

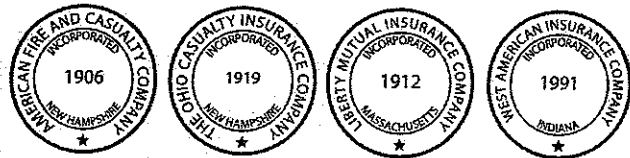
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Lori Jones; Nicholas D. Rossi; Patricia Owens; Teri L. Wood

all of the city of Reno, state of NV each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 31st day of March, 2015.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 31st day of March, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

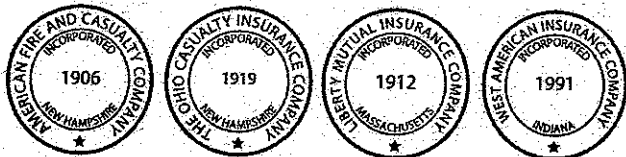
ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13 day of May, 2015.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

BID

Bid Due Date:

Description (*Project Name— Include Location*):

BOND

Bond Number:

Date:

Penal sum

\$

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

5% SUBCONTRACTOR LIST

Each Bidder shall list below the name of each subcontractor who will provide labor or a portion of the Work to the Contractor for which he will be paid an amount exceeding five (5) percent of the Bidder's total Bid and the number of the license issued to the subcontractor pursuant to Chapter 624 of the NRS. The Bidder shall also list themselves as performing all remaining Work not otherwise subcontracted that is exceeding 5% of the total bid. A general description of this Work shall be listed.

Project Name: Storey County 2015 Cape Seal Project
 Bidder Name: Sierra Nevada Construction, Inc.
 Bidder Address: PO Box 50760, Sparks, Nevada 89435
 Telephone No.: 775-355-0120

Work to be Performed	Percent of Total Contract	Subcontractor's Name, Address, and License Number
1. (Describe all remaining Work not otherwise subcontracted, see above.) slurry seal, micro seal, chip seal, traffic control	(Remaining percentage of work not subcontracted:) 98.5%	(Prime Contractor) Sierra Nevada Construction, Inc. PO Box 50760 Sparks, Nevada 89435 #25565
2. striping	1.5%	(Subcontractor) Intermountain Slurry Seal Inc. 1005 Terminal Way, Suite 220, Reno, NV 89502
3.		(Subcontractor) 775-358-1355 #23657
4.		(Subcontractor)
5.		(Subcontractor)
6.		(Subcontractor)
7.		(Subcontractor)
8.		(Subcontractor)

NOTE: Additional numbered pages may be attached if needed.
 5% Suppliers may be included on this or another page.

1% SUBCONTRACTORS LIST

Within 2 hours after the completion of the opening of the Bids, the Bidders who submitted the three lowest bids must submit a list of the name of each subcontractor who will provide labor or a portion of the Work to the Contractor for which he will be paid an amount exceeding one (1) percent of the Bidder's total bid or \$50,000, whichever is greater, and the number of the license issued to the subcontractor pursuant to Chapter 624 of the NRS. This list may be emailed or faxed to the Owner or Owner's Representative, or may be submitted with the Bid Proposal Form. The Bidder shall also list themselves as performing all remaining Work not otherwise subcontracted that is exceeding 1% of the total Bid or \$50,000, whichever is greater. A general description of this Work shall be listed.

Project Name: Storey County 2015 Cape Seal Project
 Bidder Name: Sierra Nevada Construction, Inc.
 Bidder Address: PO Box 50760, Sparks, Nevada 89435
 Telephone No.: 775-355-0420

Work to be Performed	Percent of Total Contract	Subcontractor's Name, Address, and License Number
1. (Describe all remaining work not otherwise subcontracted, see above.) slurry seal, micro seal, chip seal, traffic control	(Remaining percentage of work not subcontracted:) 98.5%	(Prime Contractor) Sierra Nevada Construction, Inc. PO Box 50760 Sparks, Nevada 89435 #25565
2. striping	1.5%	(Subcontractor) Intermountain Slurry Seal Inc. 1005 Terminal Way, Suite 220, Reno, NV 89602
3.		(Subcontractor) 775-358-1355 #23657
4.		(Subcontractor)
5.		(Subcontractor)
6.		(Subcontractor)
7.		(Subcontractor)

NOTE: Additional numbered pages may be attached if needed.

5% SUPPLIERS LIST

Each Bidder shall list below the name of each supplier who will provide materials or equipment to the Contractor for which they will be paid an amount exceeding five (5) percent of the Bidder's total Bid and the number of the license issued to the supplier pursuant to Chapter 624 of the NRS. The Bidder shall also list themselves as supplying all remaining Work items not otherwise supplied that is exceeding 5% of the total Bid. A general description of this Work shall be listed.

Project Name: Storey County 2015 Cape Seal Project
 Bidder Name: Sierra Nevada Construction, Inc.
 Bidder Address: PO Box 50760, Sparks, Nevada 89435
 Telephone No.: 775-355-0420

Supplies to be Provided	Percent of Total Contract	Supplier's Name, Address, and License Number
1. (Describe all remaining work not otherwise supplied, see above.) slurry seal, micro seal, chip seal, traffic control	(Remaining percentage of work other than supplies:) N/A	(Prime Contractor) Sierra Nevada Construction, Inc. PO Box 50760 Sparks, Nevada 89435 #25565
2. slurry/micro emulsion	14.4%	(Supplier) Alon Asphalt 10090 Waterman Road 916-539-0100 Elk Grove, CA 95624
3. high float chip emulsion	31%	(Supplier) Western Emulsions 949-248-8020 3 Monarch Plaza, Ste 210 Dana Point, CA 92629
4. 3/8" chip aggregate	1.7%	(Supplier) 3D Concrete/Dayton Aggregates 20 Ricci Road 775-246-5440 Dayton, NV 89403
5. 1/2" chip aggregate	1.4%	(Supplier) Gopher Construction 1625 E. Newlands 775-575-4353 Fernley, NV 89408
6. type 2/type 3, slurry aggregates	3.4%	(Supplier) Martin Marietta 775-428-4455 11059 Pyramid Way Sparks, Nevada 89441
7.		(Supplier)
8.		(Supplier)

NOTE: Additional numbered pages may be attached if needed.

BIDDER QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm:

Sierra Nevada Construction, Inc.

Address:

P.O. Box 50760

Sparks, Nevada 89435

2. SUBMITTED TO:

Storey County c/o Farr West Engineering

3. SUBMITTED FOR:

Storey County 2015 Cape Seal Project

Owner:

Storey County

Project Name:

Storey County 2015 Cape Seal Project

TYPE OF WORK:

Placing of approximately 260,000 Square yards of 3/8" and/or 1/2" chip seal, Type III Rapid Setting Slurry Seal and Type II Slurry Seal in Virginia City, Virginia City Highlands, Tahoe-Reno Industrial Center, and Mark Twain Estates in Storey County, Nevada.

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person:

Craig D. Holt

Title:

Vice-President

Phone:

775-355-0420

Email:

bids@snc.biz

5. AFFILIATED COMPANIES:

Name:

N/A

EJCDC® C-450, Qualifications Statement.

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Page 1 of 8

Address:

6. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner:

Doing Business As:

Date of Organization:

☐ PARTNERSHIP

Date of Organization:

Type of Partnership:

Name of General Partner(s):

☒ CORPORATION

State of Organization:

Nevada

Date of Organization:

3/2/88

Executive Officers:

- President:

Kevin L. Robertson

- Vice President(s):

Craig D. Holt

- Treasurer:

Marc T. Markwell

- Secretary:

Marc T. Markwell

☐ LIMITED LIABILITY COMPANY

State of Organization:

Date of Organization:

EJCDC® C-450, Qualifications Statement.

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Members:

☐ JOINT VENTURE

Sate of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

7. LICENSING

Jurisdiction:

Nevada

Type of License:

Contractors License

License Number:

25565

Jurisdiction: _____
Type of License: _____
License Number: _____

8. CERTIFICATIONS

CERTIFIED BY: _____

Disadvantage Business Enterprise: _____
Minority Business Enterprise: _____
Woman Owned Enterprise: _____
Small Business Enterprise: _____
Other (_____): _____

9. BONDING INFORMATION

Bonding Company: Liberty Mutual Insurance Company
Address: 14123 Denver West Parkway
Golden, Colorado 80401
Bonding Agent: L/P Insurance Services, Inc.
Address: 300 East 2nd Street, Suite 1300
Reno, Nevada 89501
Contact Name: Lori Jones
Phone: 775-996-6037
Aggregate Bonding Capacity: \$75 million
Available Bonding Capacity as of date of this submittal: \$45 million

10. FINANCIAL INFORMATION

Financial Institution: Heritage Bank of Nevada
Address: 2330 South Virginia Street
Reno, Nevada 89502
Account Manager: Barry Collier

Phone: 775-321-4106

~~INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS~~

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☒ YES ☐ NO see attached

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: Jeremiah Merritt

Include the following as attachments:

Provide as an Attachment Contractor's ~~(and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid)~~ OSHA No. 300 and 300A - Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's ~~(and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid)~~ list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE. NONE

Current Legal Proceedings or Arbitrations for SNC

- James Cotton vs. Sierra Nevada Construction, et al – Matter involving a third party injury that occurred on one of Sierra Nevada Construction's project. Litigation pending.
- The Springs Property Owner Association vs. Syncon Homes, et al – Matter involving alleged construction defects by several contractors. SNC had a very small part of this project. Litigation pending.
- Payment dispute with owner Hard Rock Casino South Lake Tahoe. Litigation pending.
- There are several other matters that are ongoing but are in the normal ordinary course of business for a heavy civil construction company of SNC's size. Currently, there are no judgments against Sierra Nevada Construction. For further clarification, please call Marc Markwell for more information at (775)355-0420.

SIERRA NEVADA CONSTRUCTION - WORK IN PROGRESS

Agency	Job Name	Type of Contract	Contract Amount	Amount Completed	Completion Date	Design Engineer	Owner Contact	Owner Phone	Owner Address
Nevada Department of Transportation	NDOT #912-14 Reno Maintenance Yard	Grading and Paving	\$ 1,559,007.00	\$ 1,062,644.00	5/30/15	NDOT	Sam Lompa	775-834-8330	1263 S. Stewart St, Carson City, NV 89712
Regional Transportation Commission	2014 Prevent Maintenance, Slurry Seal	Asphalt Maintenance	\$ 2,485,000.00	\$ 2,238,036.00	6/1/15	Lumos & Assoc.	Scott Gibson	775-332-2137	1105 Terminal Way, Suite 108, Reno, NV, 89502
Pyramid Lake Paiute Tribe	Pelican Point Paving Project	Street Reconstruct	\$ 992,405.00	\$ 640,934.00	6/1/15	Summit Engineering	Johnnie Garcia	775-574-1000	P.O. Box 256, Nixon, NV 89424
Tahoe City PUD	Kilmer Park Tennis Court	Tennis Court Reconstruct	\$ 233,007.00	\$ -	6/12/15	Gary Davis Group	Sarah Hussong Johnson	530-580-6338	221 Fairway Dr., Tahoe City, CA 96145
City of Rocklin	South Whitney Rehab Project	Street Reconstruct / Pave	\$ 704,707.00	\$ 73,607.00	6/15/15	City of Rocklin	Zach Bosch	916-625-5511	4081 Alvis Ct., Rocklin, CA 95677
City of Sparks	COS 2015 Street Rehab Unit 2	Street Reconstruct	\$ 507,007.00	\$ -	6/30/15	City of Sparks	Andy Echella	775-353-2273	431 Prater Way, Sparks, NV 89432
Nevada Department of Transportation	NDOT #3563	Chip Seal	\$ 5,000,000.00	\$ 2,288,325.00	6/30/15	NDOT	Karl Rhodes	775-687-3367	1263 S. Stewart St, Carson City, NV 89712
County of Fresno	Fresno County Slurry Seal	Slurry Seal	\$ 496,007.00	\$ -	7/1/15	County of Fresno	D'Andrea Buchanan	559-600-4109	2220 Tulare St. 6th Floor, Fresno, CA 93721
City of Lincoln	Lincoln 2014/2015 Street Micro	Micro	\$ 245,007.00	\$ -	7/1/15	City of Lincoln	Marc Fernandez	916-434-2480	600 Sisk St., Lincoln, CA 95648
Carson City	2014 Street Maintenance Project	Asphalt Maintenance	\$ 855,000.00	\$ 324,837.00	7/1/15	Carson City	John Platt	775-283-7137	201 N. Carson Street, Ste. 3, Carson City, NV 89701
TA Operating, LLC	TA Travel - Wells	Stework	\$ 499,773.00	\$ -	7/10/15	-	Darrell Sowards	760-562-2355	24801 Center Ridge Rd., #200, Westlake, OH 44145
City of Rio Vista	Rio Vista 2014 Airport Pave	Asphalt Maintenance	\$ 693,007.00	\$ -	7/15/15	Kimley Horn	Dave Meiliff	707-374-6461	1 Main Street, Rio Vista, CA 94571
City of Sparks	COS 2015 Pavement Replace Unit 1	Street Reconstruct	\$ 406,007.00	\$ -	7/15/15	Summit Engineering	Andy Echella	775-353-2273	431 Prater Way, Sparks, NV 89432
Arlton Construction	Wildhorse Pelco	Paving	\$ 1,180,308.00	\$ -	7/15/15	Technics	Mark Drabos	775-827-4631	980 Sandhill Rd., Suite 100 Reno, Nevada 89521
City of Clovis	Clovis Rubberized Cape Seal	Cape Seal	\$ 1,372,007.00	\$ -	8/1/15	City of Clovis	Steve White	559-324-2060	1033 Fifth St., Clovis, CA 93612
Nevada Department of Transportation	NDOT #3587 US 50 Cattle Guards	Cattle Guard Repair	\$ 689,007.00	\$ -	8/1/15	NDOT	John Angel	775-687-3376	1263 S. Stewart St, Carson City, NV 89712
City of Sparks	COS 2015 Preventive Maintenance	Slurry Seal	\$ 424,006.00	\$ -	8/1/15	City of Sparks	Brent Quilici	775-353-2273	431 Prater Way, Sparks, NV 89432
California Department of Transportation	Caltrans 03-0G1804 Winters Micro	Micro	\$ 629,007.00	\$ -	8/1/15	Caltrans	Mohssen Ghassami	916-869-6087	3951 Performance Drive, Suite E, Sacramento, CA 95838
United Construction	Logisticenter Building A	Stework	\$ 2,603,500.00	\$ 1,405,258.00	8/1/15	United Construction	Nick Christensen	775-870-3347	5300 Mill Street, Reno, NV 89502
United Construction	Logisticenter Building C	Stework	\$ 1,727,600.00	\$ 1,040,061.00	8/1/15	United Construction	Nick Christensen	775-870-3347	5300 Mill Street, Reno, NV 89502
Q&D Construction, Inc.	Q&D Southeast McCarran	Paving	\$ 4,011,140.00	\$ 486,911.00	8/15/15	United Construction	Lance Semenko	775-786-2677	1050 S. 21st Street, Sparks, NV 89431
SMC Contractors	Edgewood Phase 3	Stework	\$ 6,059,642.00	\$ 5,526,077.00	8/15/15	Nichols Consulting	Joe Steward	775-324-1800	290 Gentry Way Suite 1, Reno, NV 89502
Washoe County	Washoe County Slurry 2015/2016	Slurry Seal	\$ 1,534,020.00	\$ -	9/1/15	Washoe County	Greg Belancio	775-328-2041	P.O. Box 11130, Reno, NV 89520-0027
Regional Transportation Commission	RTC 2015 Preventive Maintenance	Slurry Seal	\$ 2,574,512.00	\$ -	9/15/15	Lumos & Assoc.	Scott Gibson	775-332-2137	1105 Terminal Way, Suite 108, Reno, NV 89502
City of Reno	City of Reno College Dr. Sewer	Underground	\$ 3,016,007.00	\$ -	10/30/15	City of Reno	Khalil Wilson	775-334-2461	P.O. Box 1900, Reno, NV 89505
City of Reno	2015 Permanent Patch Program	Asphalt Maintenance	\$ 1,267,007.00	\$ 173,939.00	10/30/15	City of Reno	Kennie Koski	775-334-2548	P.O. Box 1900, Reno, NV 89505
SMC Contracting, Inc.	Edgewood Phase 4	Stework	\$ 7,406,311.00	\$ -	4/30/16	Nichols Consulting	Josh Merkow	530-544-1423	290 Gentry Way Suite 1, Reno, NV 89502

SIERRA NEVADA CONSTRUCTION, INC. STATEMENT OF EXPERIENCE

Agency	Job Name	Contract Amount	Type of Contract	Completion Date	Contact Person	Phone #	Address
City of South Lake Tahoe	Harrison Avenue Streetscape	\$5,353,530.00	Street Reconst/Underground Utilities	12/31/2014	Jim Marino	(530) 542-6027	1052 Tata Lane, South Lake Tahoe, CA 96150
Town of Truckee	Glenshire Drive Phase II	\$2,854,007.00	Street Reconst/Underground Utilities	11/1/2014	Todd Landry	530-582-2904	10183 Truckee Airport Road, Truckee, CA 96161
City of Carson City	2013 Street Maintenance Program	\$700,483.00	Street Reconstruction	1/31/2014	Jeff Sharp	(775) 887-2355	201 N. Carson Street Ste 3, Carson City, NV 89701
Lander County	2013 Road Maintenance Project	\$900,519.00	Street Reconstruction	1/31/2014	Louis Lani	775-964-2676	P.O. Box 144 Austin NV
Douglas County	2013 Road Seal and Overlay Project	\$439,561.00	Street Reconstruction/Overlay	10/31/2013	Ed Mason	775-782-5201	P.O. Box 218, Minden, NV 89423
City of Elko	2013 Microsurfacing Project	\$244,663.00	Microsurfacing	8/20/2013	Dennis Strickland	775-777-7241	1751 College Avenue, Elko, NV 89801
Truckee Tahoe Airport District	2013 Airfield Maintenance Program	\$1,830,928.00	Apron Paving & Reconstruction	11/30/2013	Kevin Smith	530-587-4119	10358 Truckee Airport Road, Truckee CA 96161
Eureka County	2013 Street Maintenance Program	\$3,289,708.00	Street Reconstruction	10/31/2013	Ron Demele	775-237-5265	10 S. Main Street, Eureka, NV 89316
City of Sparks	2013 Preventative Maintenance Program	\$375,963.00	Asphalt Maintenance	9/23/2013	Brent Quilici	775-353-2273	431 Prater Way, Sparks NV 89431
Nevada Department of Transportation	NDOT #3544 District II Maintenance Yard	\$816,652.00	Waterline/Backflow Upgrade	4/1/2014	Thor Dyson	775-687-3367	1263 S. Stewart St, Carson City, NV 89712
Town of Truckee	Glenshire Drive Bike Lane	\$2,286,007.00	Street Reconstruction	10/1/2013	Todd Landry	530-582-2904	10183 Truckee Airport Road, Truckee, CA 96161
SMC Contracting Inc.	Sugar Bowl Academy	\$1,100,000.00	Sidewalk/Sewer	8/31/2013	Joe Steward	775-324-1800	280 Gentry Way, Suite 1, Reno, NV 89502
Nevada Department of Transportation	NDOT #3513 SR 306 Beowawe	\$7,477,007.00	Asphalt Maintenance	8/31/2013	Stephen Lani	775-687-3367	1263 S. Stewart St, Carson City, NV 89712
City of Rocklin	Street Reconstruction Project	\$1,785,007.00	Street Reconstruction/Project	8/31/2013	Miguel Chavez	916-625-5511	4081 Alvis Ct., Rocklin, NV 95677
Regional Transportation Commission	Lakeside Drive Street Pres.	\$1,686,007.00	Pavement Preservation	9/10/2013	Scott Gibson	775-548-0400	P.O. Box 30002, Reno NV 89520
California Department of Transportation	Caltrans Asphalt Rubber Seal Coat	\$1,088,007.00	Asphalt Rubber Seal Coat	9/10/2013	Hugo Topete	530-741-5504	1727 30th Street Sacramento CA 95816
Lander County	Town of Austin Water Systems	\$3,527,007.00	Booster Pump Station	9/30/2013	Louis Lani	775-964-2676	P.O. Box 144 Austin NV
California Department of Transportation	Caltrans 03-3F0304 1-80 Median	\$1,276,007.00	Dirtwork and Road Realignment	9/30/2013	Hugo Topete	530-741-5504	1727 30th Street Sacramento CA 95816
Regional Transportation Commission	Corrective Maintenance	\$1,373,007.00	Corrective Maintenance	9/30/2013	Scott Gibson	775-348-0400	P.O. Box 30002, Reno NV 89520
Regional Transportation Commission	2013 Preventative Crack & Maint.	\$1,073,007.00	Preventive Maintenance	6/30/2013	Scott Gibson	775-348-0400	P.O. Box 30002, Reno NV 89520
Washoe County School District	Running Track Reconstruct	\$542,007.00	Running Track Reconstruct	7/20/2013	Gay Clark	775-548-0200	925 E. 9th Street, Reno NV 8950
Nye County	New Well Facility and Transmission Main	\$712,007.00	New Well Facility and Transmission Main	7/30/2013	David Fanning	775-482-8174	250 N. Hwy 160, Suite 2, Pahump, NV 89060
California Department of Transportation	Caltrans - Placerville	\$559,007.00	Pave and Microseal	8/15/2013	Hugo Topete	530-741-5504	1727 30th Street Sacramento CA 95816
Nevada Department of Transportation	Cattle Guard	\$88,007.00	Cattle Guard	8/15/2013	Stephen Lani	775-687-3367	1263 S. Stewart St, Carson City, NV 89712
Nevada Department of Transportation	Sutro Street Rehab	\$1,376,007.00	Street Reconstruction/Underground Utilities	8/20/2013	Scott Gibson	775-335-1874	P.O. Box 30002, Reno NV 89520
Regional Transportation Commission	2013 Street Rehab	\$877,007.00	Street Maintenance	8/20/2013	Jeff James	775-265-9688	931 Mitch Drive, Gardnerville NV 89410
Gardnerville General Improvement District	Caltrans - Eldorado County	\$706,007.00	HMA Overlay	8/31/2013	Hugo Topete	530-741-5504	1727 30th Street Sacramento CA 95816
Department of Transportation California	NDOT #3465 Virginia City	\$6,969,007.00	Street Reconstruction	5/13/2013	Larry Boge, PE	(775) 688-1253	1263 S. Stewart St, Carson City, NV 89712
Nevada Department of Transportation	RTC 2012 Preventative Maintenance, Crack Seal	\$552,007.00	Asphalt Maintenance	5/13/2013	Scott Gibson	(775) 348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Regional Transportation Commission	2012 Road Rehabilitation	\$3,277,163.00	Street Reconstruction	10/31/2012	Jim Marino	(530) 542-6027	1052 Tata Lane, South Lake Tahoe, CA 96150
City of South Lake Tahoe	Caltrans 03-3M8304 1-80 Truckee	\$7,159,007.00	Street Reconstruction	10/19/2012	Jaret Montplaisir	(530) 582-5937	1727 - 30th Street, Sacramento, CA 95816
California Department of Transportation	Caltrans 03-3M8304 1-80 Truckee	\$941,482.00	Sidewalk	10/10/2012	Stacy Reid	(775) 246-3722	61 Industrial Parkway, Carson City NV 89706
Miles Construction	Eagle Valley Middle School - Miles Const.	\$2,696,007.00	Asphalt Overlay	8/31/2012	Michael Holligell	(530) 283-2492	1727 - 30th Street, Sacramento, CA 95816
California Department of Transportation	Caltrans 02-3E9204 RT 70 & 89 Overlay	\$1,737,007.00	Street Reconstruction	8/30/2012	Michelle Dennis	(775) 348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Regional Transportation Commission	RTC Reno Consolidated 11-02 Phase 1 (Brinlby)	\$167,007.00	Street Reconstruction/Cattleguard	7/31/2012	Marlene Rivera	(775) 843-8390	1263 S. Stewart St, Carson City, NV 89712
Nevada Department of Transportation	NDOT Q2-006-12 Cattle Guards	\$2,157,007.00	Street Reconstruction	7/30/2012	Bob Schriener	(775) 827-6111	P.O. Box 1900, Reno, NV 89505
City of Reno	City of Reno 2012 Street Rehab - Unit G	\$733,007.00	Asphalt Maintenance	7/15/2012	Scott Gibson	775-335-1874	1105 Terminal Way, Ste 108, Reno, NV 89502
Regional Transportation Commission	RTC 2012 Preventative Maintenance, Patching	\$919,007.00	Street Reconstruction	7/13/2012	Bryan Johnson	(530) 895-5245	1727 - 30th Street, Sacramento, CA 95816
California Department of Transportation	Caltrans 03-4M3204 RT 70 Micro	\$409,007.00	Asphalt Overlay	6/30/2012	Laura Tabman	(775) 827-7960	1263 S. Stewart St, Carson City, NV 89712
Reno/Sparks Convention Visitors Auth.	Reno Sparks Livestock Events Center - RV Spaces	\$6,087,451.00	Chip Seal	6/21/2012	Boyd Ratcliff	(775) 777-2701	1263 S. Stewart St, Carson City, NV 89712
Nevada Department of Transportation	NDOT D3-006-11 Chip Seal	\$3,424,007.00	Street Reconstruction	6/15/2012	Ron Demele	775-237-5265	10 S. Main Street, Eureka, NV 89316
Eureka County	Eureka 2011 Street Maintenance	\$1,329,007.00	Street Reconstruction	5/1/2012	Blaine Peterson	775-335-1871	1105 Terminal Way Ste 108, Reno, NV 89502
Regional Transportation Commission	Robb & Shandlands Drive	\$192,007.00	Sidewalk	4/30/2012	Michelle Dennis	(775) 888-7050	1263 S. Stewart St, Carson City, NV 89712
Nevada Department of Transportation	NDOT QA-007-12 Lakeview Drainage	\$1,044,007.00	Street Reconstruction	4/30/2012	Steve Lantille	(775) 884-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Regional Transportation Commission	RTC Reno Consolidated 11-01 Phase 2 (First St.)	\$606,007.00	Sidewalk/Paving	4/30/2012	Jim Pucharelli	(775) 834-8056	1355 Capital Blvd., Reno, NV 89502
Truckee Meadows Water Authority	TMWA COR Unit H	\$195,007.00	Asphalt Maintenance	4/26/2012	Steve Lantille	(775) 888-7050	1263 S. Stewart St, Carson City, NV 89712
Nevada Department of Transportation	NDOT Q0-001-12 Parking Lot	\$1,026,553.00	Asphalt Maintenance	3/14/2012	Scott Gibson	775-335-1874	1105 Terminal Way, Ste 108, Reno, NV 89502
Regional Transportation Commission	RTC 2011 Corrective Maintenance	\$129,007.00	Street Reconstruction	3/12/2012	Jim Clague	775-828-1623	556 Double Eagle Blvd, Reno, NV 89521
Nye County	Gabbs Airport Regrade Unpaved Runways 2011	\$684,007.00	Street Reconstruction	2/23/2012	Warren Call	(775) 348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Regional Transportation Commission	RTC Peckham Lane Rehabilitation	\$1,406,481.50	Street Reconstruction	1/7/2012	Brenda Lee	(775) 348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Regional Transportation Commission	RTC Reno Consolidated 11-03 (Prosperity)	\$1,548,007.00	Sidewalk/Paving	1/1/2012	Ron Demele	775-237-5265	10 S. Main Street, Eureka, NV 89316
Eureka County	Crescent Valley Water Treatment Plant	\$3,586,007.00	Street Reconstruction	12/31/2011	Kurt Weiermann	760-872-0781	1727 30th Street, Sacramento, CA 95816
California Department of Transportation	Caltrans 09-338104 Bodie	\$1,597,007.00	Street Reconstruction	12/22/2011	Ron Demele	(775) 237-5265	10 S. Main Street, Eureka, NV 89316
Eureka County	Eureka Canyon US 50 Widening	\$507,007.00	Street Reconstruction	12/20/2011	Jeff Sharp	(775) 887-2355	201 N. Carson Street Ste 3, Carson City, NV 89701
City of Carson City	City of Carson Street Maintenance 2011	\$957,007.00	Street Reconstruction	11/18/2011	Ben Maye	(530) 550-9631	1727 - 30th Street, Sacramento, CA 95816
California Department of Transportation	Caltrans 03-3M9404 Truckee Rt. 267	\$958,007.00	Street Reconstruction	11/15/2011	Boyd Ratcliff	(775) 777-2700	1263 S. Stewart St, Carson City, NV 89712
Nevada Department of Transportation	NDOT D2-011-11 Micro	\$1,589,007.00	Street Reconstruction	11/10/2011	Tim Crosby	(530) 587-5698	1727 - 30th Street, Sacramento, CA 95816
California Department of Transportation	Caltrans 03-4M1504 Sierraville Rt. 89	\$177,007.00	Street Reconstruction	10/31/2011	Shane Glen	(775) 329-0407	1465 West 4th Street, Reno NV 89503
PAR Electrical	RTC TE Spot - Par Electrical	\$2,757,007.00	Street Reconstruction	10/1/2011	Michelle Dennis	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Regional Transportation Commission	Reno Consolidated 10-03 Lakeside	\$1,459,007.00	Chip Seal/Slurry Seal	9/30/2011	Gary Fred	(775) 577-5011	3590 Graham Avenue, Silver Springs, NV 89429
Lyon County	Lyon County RTC Chip Slurry	\$20,600.00	Chip Seal	9/30/2011	Otis W. Tipton, III	(775) 738-5036	994 River Street, Elko, NV 89801
Elko County Public Works	Harrison Pass Chip Seal	\$1,186,007.00	Street Reconstruction	9/20/2011	Jaret Montplaisir	(530) 682-5837	1727 - 30th Street, Sacramento, CA 95816
California Department of Transportation	Caltrans 09-348204 Rte 89 Coleville	\$880,561.00	Apron Paving & Reconstruction	8/26/2011	Sherry Miller	530-542-6182	1901 Airport Rd., #100, South Lake Tahoe, CA 96150
City of South Lake Tahoe	South Lake Tahoe Airport Phase 3	\$589,724.57	Asphalt Maintenance	8/26/2011	Allan Berger	(916) 373-1500	P.O. Box 98331, West Sacramento CA 95798
Valley Slurry Seal	RTC 2011 Preventative Maintenance - VSS	\$399,351.00	Street Reconstruction	6/22/2011	William Falconi	(530) 265-2469	1263 S. Stewart St, Carson City, NV 89712
City of Nevada City	Nevada City Paving and Reconstruction	\$1,895,007.00	Street Reconstruction	6/1/2011	Khaili Wilson	775-321-8354	P.O. Box 1900, Reno, NV 89505
City of Reno	City of Reno 2011 Unit 1	\$1,276,275.00	Sidewalk	6/1/2011	Steve Bonicatto	775-852-9802	9655 Double R Blvd Ste 100, Reno, NV 89521
Sundt Construction, Inc.	Mammoth Lakes Courthouse	\$1,237,007.00	Sidewalk/Tank/Piping	6/1/2011	Jeff Sharp	775-887-2355	201 N. Carson Street Ste 3, Carson City, NV 89701
Carson City Public Works	Prison Hill Water Tank						

SIERRA NEVADA CONSTRUCTION, INC. STATEMENT OF EXPERIENCE

South Tahoe Public Utility District	Luther Pass Pump Station	\$2,027,007.00	Sitework/Piping/Sewer	2/18/2011	Ivo Bergsohn	530-544-6474	1275 Meadow Crest Dr. South Lake Tahoe CA 96150
Eureka County	Main Street Water & Sewer Reconstruct	\$3,936,007.00	Water/Sewer/Road Reconstruction	12/1/2010	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV. 89316
Nevada Department of Transportation	NDOT #3285 I-80 Vista	\$8,593,007.00	Asphalt Grind and Pave	11/19/2010	Mike Glock	775-829-8383	1263 S. Stewart St. Carson City, NV 89712
California Department of Transportation	Caltrans 02-390904 Johnstonville	\$1,179,007.00	Road Widening	10/31/2010	Jerome Tuholski	530-822-4305	1727 30th Street, Sacramento, CA 95818
Lyon County	Affonso Drive Reconstruction	\$852,014.00	Street Reconstruction	10/1/2010	Gary Field	775-577-5011	3590 Graham Avenue, Silver Springs, NV 89429
Regional Transportation Commission	Reno Consolidated 10-02	\$1,658,007.00	Street Reconstruction	10/1/2010	Warren Call	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Regional Transportation Commission	Vassar Street	\$1,468,007.00	Street Reconstruction	9/30/2010	Michele Dennis	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Truckee Meadows Water Authority	West 7th Street Tank	\$892,007.00	Sitework/Tank/Piping	9/10/2010	Jim Pucchnell	775-834-8000	1110 W. Capitol Ave., Reno, NV 89502
City of West Sacramento	West Capitol Avenue	\$6,424,101.00	Street Reconstruction	8/27/2010	Toby Wong	916-617-4645	1110 W. Capitol Ave., West Sacramento, CA 95691
Eureka County	2010 ARRA Street Maintenance	\$398,007.00	Asphalt Maintenance	8/20/2010	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV. 89316
California Department of Transportation	Caltrans 03-3E9604 Hwy 49	\$729,007.00	Street Reconstruction	8/20/2010	Mark DeMartini	530-265-9889	1727 30th Street, Sacramento, CA 95816
City of Alluras	Alluras Airport	\$189,007.00	Asphalt Maintenance	8/15/2010	Chester Robertson	530-233-2512	200 W North Street, Alturas, CA 96101
California Department of Transportation	Caltrans 09-342904 Lee Vining	\$2,027,007.00	Asphalt Overlay	8/15/2010	Joe Blommer	760-648-7906	1727 30th Street, Sacramento, CA 95816
US Forest Service	Mount Watson Chip Seal	\$218,007.00	Chp Seal	8/13/2010	Alfredo Lansangan	505-842-3403	1323 Club Drive, Vallejo, CA 94592
Regional Transportation Commission	S. Virginia/Kietzke Lane	\$1,349,007.00	Street Reconstruction	6/30/2010	Michele Dennis	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
California Department of Transportation	Caltrans 02-1E8904 Blairsden	\$922,007.00	Street Reconstruction	6/1/2010	Ron Collins	530-822-4305	1727 30th Street, Sacramento, CA 95816
Regional Transportation Commission	Sparks Consolidated 09-02	\$847,007.00	Street Reconstruction	6/1/2010	Dean Moltram	775-348-0171	1105 Terminal Way Ste. 108, Reno, NV 89502
Eureka County	Street Maintenance 2009	\$1,248,007.00	Paving and Slurry Seal	6/1/2010	Tom Young	775-237-5265	10 S. Main Street, Eureka, NV. 89316
Pershing County School District	Pershing County Schools	\$529,007.00	Sitework	3/15/2010	Mike Mitchell	775-273-7819	1150 Elmhurst Ave, Lovelock, NV 89419
Eureka County	Eureka Water Tank	\$2,114,007.00	Sitework/Tank/Piping	12/31/2009	Ron Damele	775-237-5265	10 S. Main Street, Eureka, NV. 89316
City of Riverbank	Downtown Beautification Phase 2	\$4,634,265.00	Street Reconstruction	12/15/2009	Laura Graybill	209-869-7128	6707 Third Street, Riverbank, CA 95367
City of Rancho Cordova	Pavement Rehabilitation Phase 2	\$1,772,007.00	Asphalt Grind and Pave	11/30/2009	Andy Gust	916-868-6912	2729 Prospect Park Circle, Rancho Cordova, CA
Butte County Association of Governments	SR 99 Gridley	\$1,534,007.00	Freeway Reconstruction	11/15/2009	Keith Flaherty	916-826-3943	2580 Sierra Sunrise Terrace Ste 100, Chico, CA
California Department of Transportation	Caltrans #09-336804 Sonoma Junction	\$1,993,007.00	Asphalt Grind and Pave	11/1/2009	Joe Blommer	760-872-0601	1727 - 30th Street, Sacramento, CA 95816
Nye County	Gabbs Airport	\$113,007.00	Sitework	11/1/2009	Jim Clague	775-828-1622	555 Double Eagle Blvd, Reno, NV. 89521
Regional Transportation Commission	Longley Lane	\$849,253.00	Street Reconstruction	11/1/2009	Brenda Lee	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Regional Transportation Commission	Mill Street Reconstruction	\$1,587,867.00	Street Reconstruction	11/1/2009	Brenda Lee	775-348-0171	1105 Terminal Way Ste 108, Reno, NV 89502
Inyo County Public Works	N Barlow/Dixon Lanes	\$768,007.00	Street Reconstruction	11/1/2009	John Schneider	760-878-0201	P.O. Drawer Q, Independence, CA 93526
Nevada Department of Transportation	NDOT #3387 Iron Mountain	\$383,007.00	Freeway Reconstruction	11/1/2009	Steve Riley	775-637-3387	1283 S. Stewart St. Carson City, NV 89712
Nevada Department of Transportation	NDOT #3347 Pumpernickel	\$9,088,007.00	Asphalt Maintenance	10/15/2009	Greg Kilian	775-623-8885	315 S Humboldt Street, Battle Mountain, NV 89820
California Department of Transportation	Caltrans #09-269014 Rock Creek Road	\$7,488,007.00	Asphalt Grind and Pave	10/1/2009	Joe Blommer	760-872-0601	1263 S. Stewart St. Carson City, NV 89712
City of Fernley	Water Conveyance Infrastructure Project 9	\$1,383,007.00	Freeway Reconstruction	7/1/2009	Lowell Patton	775-784-9910	595 Silver Lacs Blvd., Fernley, NV 89408
City of Carson City	Cleanview Drive Widening	\$913,007.00	Street Reconstruction	11/20/2008	John Platt	775-887-2355	3505 Butti Way Carson City, NV 89701
City of Carson City	Fairview Drive Reconstruct	\$3,689,447.00	Street Recons/Underground Utilities	11/7/2008	Darren Schulz	775-887-2355	3505 Butti Way Carson City, NV 89701
Regional Transportation Commission	Wedekind Road	\$469,007.00	Street Reconstruction	10/31/2008	Michele Dennis	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89520
Trammell Crow	West American Commerce Center	\$6,725,745.00	Sitework/Underground Utilities	10/31/2008	Odo Langowski	775-356-9121	6980 Sierra Center Pkwy, Ste 170, Reno, NV 89511
California Department of Transportation	Caltrans 02-381604 Milford	\$28,848,007.00	Shoulder Widening	10/15/2008	Chris Cummins	(530) 225-3280	1727 - 30th Street, Sacramento, CA 95816
US Forest Service	Galena Creek Park AG-9360-C-07-001	\$1,975,872.00	Sitework	10/10/2008	Steve Roehr	(801) 625-5605	4701 N. Torrey Pines Drive, Las Vegas, NV 89130
Truckee Meadows Water Authority	2008 Carson City Slurry	\$3,087,007.00	Sitework/Tank/Piping	10/1/2008	Jim Pucchnell	775-834-8056	1355 Capital Blvd., Reno, NV 89502
City of Carson City	RTC Mayberry	\$494,832.76	Slurry Seal	9/30/2008	John Platt	775-887-2355	3505 Butti Way Carson City, NV 89701
Regional Transportation Commission	RTC Pyramid / LaPosada	\$1,257,007.00	Street Reconstruction	9/30/2008	David Logan	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Regional Transportation Commission	RTC Los Altos Parkway	\$6,767,690.75	Street Reconstruction	8/31/2008	Michele Dennis	775-348-0171	1105 Terminal Way, Ste 108, Reno, NV 89502
Regional Transportation Commission	Tower Bridge Gateway	\$1,824,007.00	Street Reconstruction	8/31/2008	Doug Maloy	(916) 617-4645	1110 W. Capitol Ave, W. Sacramento, CA 95691
City of West Sacramento	Jiggs Road Chip Seal	\$4,329,007.00	Street Reconstruction	8/31/2008	Lenard LaChapelle	(916) 617-4645	1110 W. Capitol Ave, W. Sacramento, CA 95691
Elko County Commissioners	Pyramid Water Tank	\$414,007.00	Chp Seal	8/25/2008	Otis W. Tipton, III	(775) 738-5036	994 River Street, Elko, NV 89801
Truckee Meadows Water Authority	Pyramid Water Tank	\$1,436,007.00	Sitework/Tank/Piping	8/1/2008	Jim Pucchnell	775-834-8056	1355 Capital Blvd., Reno, NV 89502
California Department of Transportation	Caltrans #03-290904 Kings Beach	\$1,927,007.00	Drainage Improvements	5/1/2008	Tim Crosby	(530) 587-5698	1727 - 30th Street, Sacramento, CA 95816

SECRETARY OF STATE



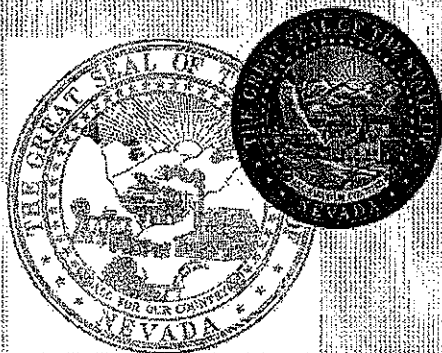
NEVADA STATE BUSINESS LICENSE

SIERRA NEVADA CONSTRUCTION, INC.
Nevada Business Identification # NV19881009372

Expiration Date: March 31, 2016

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State at my office on February 23, 2015.

Barbara K. Cegavske
BARBARA K. CEGAVSKE
Secretary of State

You may verify this license at www.nvsos.gov under the Nevada Business Search.

License must be cancelled on or before its expiration date if business activity ceases.
Failure to do so will result in late fees or penalties which by law cannot be waived.

Storey County Business Licensing
P.O. Box 526
Virginia City, NV 89440



STATE OF NEVADA
County of Storey

Business License

SIERRA NEVADA CONSTRUCTION
HOLT, CRAIG
P.O. BOX 50760
SPARKS NV 89435 0760

Located: OUT-OF-COUNTY

Issue Date: 6/06/14

Class: C

License # 1S-8174

SIERRA NEVADA CONSTRUCTION, having paid the required Storey County business license fee(s) in the amount of \$ 100.00 is hereby granted permission to transact business under this CONTRACTOR license for the period 7/01/14 through 6/30/15 in conformance with and subject to the County Commissioners of Storey County, Nevada.

Conditions:

COUNTERSIGNED


Hugh Gallagher - Storey County Commissioner


Dean Duthie - County Clerk's Assigned Administrator

Please Post in Conspicuous Place

Account # 015918

NON-TRANSFERABLE

(775) 847-0966 Fax (775) 847-0915 buslic@storeycounty.org

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

Northern Nevada Office
9670 Gateway Drive, Suite 100
Reno, Nevada 89521
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

SIERRA NEVADA CONSTRUCTION INC

Licensed since July 05, 1988

License No. 0025565

Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

KEVIN LELAND ROBERTSON, President C
MARC TERRY MARKWELL, CFO
CRAIG DANIEL HOLT, Vice President

A-GENERAL ENGINEERING

LIMIT: Unlimited
EXPIRES: 07/31/2015


Chairman, Nevada State Contractors Board



STATE OF NEVADA CONTRACTORS LICENSE

THIS IS TO CERTIFY THAT THE COMPANY
LISTED BELOW IS LICENSED IN THE STATE OF
NEVADA FOR THE CLASSIFICATION(S) SHOWN:

SIERRA NEVADA CONSTRUCTION INC
P O BOX 50760
SPARKS NV 894350760

LIC. NO.
0025565
EXPIRES:
07/31/2015

LIMIT: Unlimited
Class: A

STATE OF NEVADA STATE CONTRACTORS BOARD

9670 Gateway Drive, Suite 100 Reno, Nevada 89521
2310 Corporate Circle, Suite 200 Henderson, Nevada 89074

POCKET CARD RE-ORDER FORM

Enclosed is \$_____ to cover the cost of _____ additional
pocket cards at ten dollars (\$10.00) each.

Firm Name: _____

License No. _____

Date: _____ By: _____

SIERRA NEVADA CONSTRUCTION INC
P O BOX 50760
SPARKS NV 894350760



Storey County Board of County Commissioners Agenda Action Report

Meeting date: June 16, 2015

Estimate of time required: 5-10 minutes

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** DISCUSSION/POSSIBLE ACTION: Approve a License for use of County Property between the County of Storey (County), a political subdivision of the State of Nevada and Mark Twain Community Center (MTCC), a Nevada non-profit corporation.

2. **Recommended motion:** I move to approve a License for use of County Property between the Storey County, a political subdivision of the State of Nevada and Mark Twain Community Center (MTCC), a Nevada non-profit corporation.

3. **Prepared by:** Cherie Nevin

Department: Community Services

Telephone: 847-0986

4. **Staff summary:** Storey County is identified as the owner of a parcel of real property located at 500 Sam Clemens Avenue in the Mark Twain area of Storey County. There is a building located on that parcel of land which was formerly used as a fire station by the Storey County Fire Protection District known as Fire Station #73. It is no longer used as a fire station, although fire equipment is stored within the structure. It is currently available for use as a place where community meetings can take place and community activities can occur. Mark Twain Community Center is a non-profit corporation qualified as a 26 USC §501(c)(3) tax exempt organization dedicated to providing a forum for addressing issues arising in the Mark Twain community and for encouraging community activities. The organization desires to use Storey County's building as a place to hold community meetings and other community functions. This license serves as an agreement between both parties on how the building will be used and maintained as a community center.

5. **Supporting materials:** License for use of county property

6. **Fiscal impact:** NONE

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

AML District Attorney

8. **Reviewed by:**

CM Department Head

Department Name: Commissioner's Office

John County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 15

LICENSE FOR USE OF COUNTY PROPERTY

AT 500 SAM CLEMENS AVENUE

This License for the use of County Property is made by and between the County of Storey (County), a political subdivision of the State of Nevada and Mark Twain Community Center (MTCC), a Nevada non-profit corporation, and is effective as of the date of its execution by the last party signing this license.

BACKGROUND

Storey County is identified as the owner of a parcel of real property located at 500 Sam Clemens Avenue in the Mark Twain area of Storey County. There is a building located on that parcel of land which was formerly used as a fire station by the Storey County Fire Protection District known as Fire Station #73. It is no longer used as a fire station, although fire equipment is stored within the structure. It is currently available for use as a place where community meetings can take place and community activities can occur.

Mark Twain Community Center is a non-profit corporation qualified as a 26 USC §501(c)(3) tax exempt organization dedicated to providing a forum for addressing issues arising in the Mark Twain community and for encouraging community activities. The organization desires to use Storey County's building as a place to hold community meetings and other community functions.

AGREEMENT

Accordingly, the parties agree as follows:

1. The following definition applies in this Agreement.
 - a. "Facility", as used in this Agreement, means that portion of the building and grounds located at 500 Sam Clemens Avenue which is not used for the storage of fire equipment.
2. County authorizes MTCC to utilize the Facility for so long as it may desire, for the purpose of holding community meetings of the residents of the Mark Twain area of Storey County. County also authorizes MTCC to utilize the unused portion of the building for the purpose of conducting community activities, for office space, for storage of MTCC documents, files and materials associated with MTCC's authorized uses of the building.
3. MTCC shall pay for the costs of utilities utilized by MTCC in the course of holding meetings and conducting activities at the Facility. These utilities include water, heat, power, telephone and internet service.
4. MTCC may not make any alterations or improvements to the Facility without the express written permission of County. Upon termination of this license any alterations or improvements made to the Facility which are affixed to the Facility shall become the property of County without further payment or reimbursement to MTCC.

5. MTCC must maintain the Facility in a neat and orderly condition throughout the time this license remains in effect. The MTCC is responsible for routine janitorial services. Any damage occasioned to the Facility by the conduct of MTCC, its members and guests must be repaired at the expense of MTCC. County will be responsible for the expense of routine repairs for ordinary wear and tear.
6. The license granted to MTCC by County to use the Facility is terminable at any time and for any reason by either party to this Agreement. If the license is terminated by County, County will give MTCC written notice ninety (90) days in advance of the termination that it is terminating this license. The written notice provided by County may be mailed to MTCC at 500 Sam Clemens Avenue, Dayton, Nevada 89403. This license may be terminated by MTCC without giving advance notice to County and is effective upon delivery of written notice of the termination either by personal delivery or by mailing to Community Services, P.O. Box 7, 372 South C Street Virginia City, NV 89440. Upon termination of the license MTCC shall return the Facility in a neat and clean condition, ordinary wear and tear excepted, free of the possessions of MTCC.
7. The license granted MTCC is not exclusive and County reserves the right at any time to grant other or similar privileges to others to use the Facility.
8. MTCC acknowledges that it will occupy and utilize the facility at its own risk and waives any claim for damages for injury or loss of life to its members, officers, employees and volunteers and agrees to indemnify and hold County harmless for any claims of injury or loss of life occasioned by MTCC's use of the Facility whether that claim is made by MTCC's members, officers, employees, volunteers or guests.
9. The making, execution and delivery of this Agreement by MTCC has not been induced by any representations, statements, warranties, or agreements other than those expressed in this Agreement. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter of this Agreement. This Agreement may only be modified or amended by an instrument in writing signed by the parties to this Agreement.

Dated this ____ day of _____, 2015.

Dated this ____ day of _____, 2015.

Marshal McBride, Chairman
Storey County Board of Commissioners

Ron Engelbrecht, President
Mark Twain Community Center

Attest:

Storey County Clerk



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 6-16-15

Estimate of time required: 15 minutes

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Marlette Water Agreement

2. **Recommended motion:** Move to approve and authorize the chairman to sign the contract to provide water service from the Marlette system.

3. **Prepared by:** Keith Loomis

Department: District Attorney's Office

Telephone: 775-847-0964

4. **Staff summary:** This contract of indeterminate end provides for the delivery of water by the State of Nevada from the Marlette Water System to Storey County.

5. **Supporting materials:** Contract to Provide Water Service

6. **Fiscal impact:** Cost of obtaining water from State of Nevada through the Marlette Water System

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:** ☒ District Attorney

8. **Reviewed by:**

____ Department Head

Department Name: _____

 County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 16

CONTRACT TO PROVIDE WATER SERVICE

This Contract is made by and between Storey County (County), a political subdivision of the State of Nevada and the State of Nevada (State), by and through the State Public Works Division of the Department of Administration, Buildings and Grounds Section on behalf of the Marlette Lake Water System (collectively referred to as the Parties) ("Agreement").

RECITALS

WHEREAS, the Marlette Lake Water System, composed of the water rights, easements, pipelines, flumes and other fixtures and appurtenances used in connection with the collection, transmission and storage of water in Carson City and Washoe and Storey Counties, was acquired by the State of Nevada pursuant to law; and

WHEREAS, pursuant to Nevada Revised Statute 331.160, the Public Works Division of the Department of Administration is responsible for the supervision and administration of the functions of the Marlette Lake Water System; and

WHEREAS, Storey County is a political subdivision of the State of Nevada and pursuant to Nevada Revised Statute 331.160 is entitled to water from the Marlette Lake Water System; and

WHEREAS, the State of Nevada purchased the Marlette Lake Water System in 1963 and has provided water from the Marlette Lake Water System to Storey County and that commitment has been continuous since the 1963 purchase (See Exhibit A, Deed between Marlette Lake Company and the State of Nevada); and

WHEREAS, the State of Nevada recognizes that the Marlette Lake Water System is the only reasonably available source of water for Storey County and recognizes the historical and practical need to continue to provide water for the County while still preserving its obligations as owner of the Marlette Lake Water System to ensure that the State's water needs are met; and

WHEREAS, the County and the State Public Works Division are Public agencies as defined by NRS 277.100, and pursuant to NRS 277.180, are authorized to contract for the performance of any activity, service or undertaking which they are authorized by law to perform; and

WHEREAS, the State owns rights to water generated in the Marlette Lake Water System including, Marlette Lake, Hobart Reservoir, and East Slope drainage areas and the appurtenances necessary to collect, transmit, store, and distribute the water, all defined by the Nevada Legislature as the Marlette Lake Water System; and

WHEREAS, the statutory purposes of the Marlette Lake Water System are to provide adequate supplies of water to the areas served, maintain the appurtenances of the system in a

condition calculated to assure dependable supplies of water, and to sell water under equitable and fiscally sound contractual agreements.

In consideration of the mutual covenants set forth, the County and the State agree as follows:

ARTICLE I DEFINITIONS

1.1 "State" means the State of Nevada.

1.2 "County" means Storey County.

1.3 "Marlette System" means the Marlette Lake Water System as defined in NRS 331.160 extending to the point where it connects to the Storey County System at the center of Highway 395. See Exhibits B, 1974 Contract to Supply Water and Convey Water Distribution Facilities State of Nevada – County of Storey and Exhibit C Marlette Pipeline System Transferred to Storey County Map.

1.4 "County System" means the Storey County System and includes the pipeline that connects to the Marlette System at the center of Highway 395 eastward to a point terminating at the Syphon Outlet in the SW $\frac{1}{4}$ of Sec. 15, T. 16 N., R. 20 E., right-of-way based on written easement grants and United State B.L.M. use permits, and Pipeline easement from the Syphon Outlet running northeasterly to Five Mile Reservoir located in the S $\frac{1}{2}$ of SE $\frac{1}{4}$ of Sec. 2, T. 16 N., R. 20 E., right-of-way based on written easement grants and United States B.L. M. use permits, and also including the Five Mile Reservoir and any other part of the County System. See Exhibit B 1974 Contract to Supply Water and Convey Water Distribution Facilities State of Nevada – County of Storey and Exhibit C Marlette Pipeline System Transferred to Storey County Map.

1.5 "Raw Water" means water from the Marlette System, prior to treatment.

1.6 "Available Raw Water" or "Available Water" means water that the State determines to be in excess of that necessary for the State to fulfill water commitments predating this contract or any new requirements of the State for water.

1.7 "Committed Water" means the amount of water necessary for water commitments predating the purchase of the Marlette System or any new requirements of the State for water.

1.8 "Point of Delivery" means the point at which the State delivers and the County receives water at the intersection of the pipeline at the center of Highway 395, as shown on Exhibits Band C.

1.9. "Other Water Commitments" or "Other Commitments" means the primary obligation of the State to fulfill the State's present and new water needs from the Marlette System and its other, secondary obligations to fulfill commitments to supply water to the County under this

Agreement, to Carson City, and to any other parties to which the State may commit to supply water. See Exhibit D, Franktown Decree.

1.10 "SCADA" means Supervisory Control and Data Acquisition (SCADA). A computer-monitored alarm, response, control, and data acquisition system linked to the Marlette System for the purpose of monitoring and operating the Marlette System.

ARTICLE II OWNERSHIP

2. **Ownership.** The State and County maintain ownership of their own facilities and imply no transfer of ownership as part of this Agreement. The State retains absolute ownership, supervision, and control of the Marlette System and the County retains absolute ownership, supervision and control of the County System as further defined above and illustrated on Exhibits B and C.

ARTICLE III TERM OF THE AGREEMENT

3.1. **Term of Agreement.** This Agreement shall remain in effect for so long as the State shall operate or be responsible for the operation of the Marlette System through its own agents or through subcontractors unless sooner terminated in accordance with the provisions of this Agreement and applicable Nevada Revised Statutes. Upon cessation of the operation of the Marlette System by the State the obligation of any contractor, assignee or purchaser of the system will be subject to the terms of this Agreement but such person or entity may initiate the termination of this Agreement as provided in section 3.1 below. With at least 90 days written notice, either Party may request the renegotiation of the Agreement.

3.2. **Termination.** This Agreement may be terminated by either party with or without cause provided that such a termination shall not be effective until ten (10) years after a party has been served with written notice of termination. This Agreement may be immediately terminated by the mutual consent of the parties. Additionally, the Parties expressly agree that this Agreement may be terminated by mutual consent if for any reason the funding ability of either party to satisfy this Agreement is withdrawn, limited, or impaired. All termination rights set forth herein are subject to controlling Nevada Revised Statutes.

ARTICLE IV SALE OF RAW WATER

4.1. **Amounts of water.** The State agrees that the County is entitled to purchase from the State Raw Water up to the amounts specified in the following schedule:

Year	June, July, August, & September daily peak limit	Remaining months daily peak limit	Annual use limit Acre feet
2014	820,500 gpd	520,500 gpd	440.3 a/f
2015	833,500 gpd	533,500 gpd	448.2 a/f
2016	846,500 gpd	546,500 gpd	456.1 a/f
2017	859,500 gpd	559,500 gpd	464.0 a/f
2018	872,500 gpd	572,500 gpd	471.9 a/f
2019	885,500 gpd	585,500 gpd	479.8 a/f
2020	898,500 gpd	598,500 gpd	487.7 a/f
2021	911,500 gpd	611,500 gpd	495.6 a/f
2022	924,500 gpd	624,500 gpd	503.5 a/f
2023	937,500 gpd	637,500 gpd	511.4 a/f
2024	950,500 gpd	650,500 gpd	519.3 a/f

In the years following 2024, the daily peak limit of water which Storey County will be entitled to purchase from the Marlette System will increase by 13,000 gallons and the annual use limit will increase 7.9 acre feet for each additional year. Delivery of these increased amounts is subject to the Marlette and Storey System Limitations set forth in section 4.2 and elsewhere in this Agreement.

4.2 Marlette and Storey System Limitations. The Parties agree, understand and accept that the current capabilities of both the County System and the Marlette System do not allow for the delivery of the daily peak limit of water to which Storey County is entitled. The Parties further recognize that neither System is capable of frequent nor extreme fluctuations in the amount of water delivered. Based upon the current condition of the syphon, the current tolerances of the County System may not exceed an operating pressure of 670 psi at the low point of the syphon resulting in the maximum delivery of water in the amount of 325 gallons per minute. These tolerances are based upon the pressure that the siphon can safely maintain while ensuring water flows through the siphon. Storey County agrees to manage the flows to customers as may be necessary to insure that adequate water levels are maintained at the Five Mile Reservoir and Five Mile Tank. The Parties further agree and understand that as the County System ages and/or is upgraded; these tolerances may be revised further by mutual written amendment to reflect updated tolerances consistent with the current condition of the County System and the Marlette System.

The Parties further agree, understand and accept that the right of the County to receive water from the State under this Agreement is subject to the limitation of, or the inability of the Marlette System to supply water by reason of inadequate funding, breaks in the water line, or unavoidable

stoppage or interruption caused by weather conditions, icing, snow, floods, droughts, erosion, vandalism, strikes, or other acts of God beyond the control of the State. Failures of delivery by the State due to accident, disaster, mechanical breakdown, or otherwise are forgiven provided reasonable steps are taken to restore service as soon as possible.

4.3 Cost of water. The County must pay the State for Raw Water at the rate of 55 cents per 1,000 gallons for the current year and increasing to 75 cents per 1,000 gallons on July 1, 2015, amounts up to the specified daily peak limit or annual use limit. The Parties agree to establish a time and place for payment.

4.4 Changing the cost of water. The County and State agree that the rate set forth in section 4.3 is a reasonable reflection of the present costs of the System maintenance and water delivery and market price as required by NRS 331.160 (5) (a)-(c). The County and State agree that the methodology for setting the new cost for water delivered through this Agreement is based on all the items necessary, but not limited to, operation and maintenance costs for pumps, motors, pipelines, and water treatment, if any, including but not limited to replacement costs for all such infrastructure.

4.5 Notice of cost change. The State shall give written notice in January of every odd-numbered year to the County of any price increase in connection with providing water to the County reflecting changes in the costs of the Marlette System maintenance, enlargements, improvements, or water delivery. Any price increase made will not take effect until July 1st of the year in which the increase is made.

4.6 Request for available water. The County may request Available Water from the State after the County has received the daily peak limit of Raw Water for any one day in a specific year or the annual use limit of Raw Water in any specific year provided for in section 4.1 and demonstrates a need for the additional water. The State, upon request, will determine if the requested water is available. The County and State agree that aside from the Raw Water committed per year to be provided the County, the State is not obligated to supply the County with any Available Water at all if the State, in its sole discretion, determines that Available Raw Water is not available, the system is not capable of delivering the requested water or may be needed to meet other commitments.

4.7 Water Quality. The State only provides Raw Water from the Marlette System to the County. However, the State in compliance with Nevada Department of Environmental Protection (NDEP) performs annual water quality monitoring consistent with NDEP regulations. The State shall provide the County with all testing and analysis generated from the State's annual monitoring. The cost of testing is shared by the County and other Raw Water recipients and is included in the overall cost of operation.

4.8 Liability for Water Quality. The Parties acknowledge that the State is providing and the County is receiving Raw Water, as defined herein. The State makes no warranty, expressed or implied, as to the quality of water. The County agrees to indemnify and hold harmless the State from and against any and all losses, costs, claims, damages, and expenses, including but not

limited to attorney's fees, which the State may incur in any manner arising out of or connected with the quality of the water provided to the County.

ARTICLE V METERING, INSPECTION AND MAINTENANCE

5.1 Maintenance and Repair. The State will be responsible for the maintenance and any repairs needed for the Marlette System as defined in section 1.3. County will be responsible for the maintenance and repair of the County System as identified in section 1.4 above.

5.2 State Meter/County Access to SCADA. The State must provide, place, and maintain meters at points it determines as reasonably necessary to monitor flows of water supplied to the County. All water delivered to the County is measured at the Lakeview Tank. The County has limited access to the SCADA system data and can request upon reasonable notice to view additional portions of the Marlette System, including pumping operations data via their own computer system, at their own expense.

5.3 Meter Calibration. The State shall calibrate the Lakeview meter according to manufacturer recommendations on an annual basis. The State shall provide the County with copies of any resultant data.

5.4 Cooperation. The County will continue to allow the State access to the monitor at Five Mile Tank and upper level storage facilities through the County and State's VPN tunnels and the SCADA system. The County will further ensure that no excessive runoff occurs at Five Mile Tank (and that any runoff that does occur meets the requirements of all applicable laws and decrees) by constantly monitoring water levels at Five Mile Tank. The County shall perform all necessary maintenance to insure that the County's monitoring system is operational and accurate.

5.5 County Inspection/Notice. The County agrees to inspect the entire County System at least once a quarter for any unauthorized diversion of water from the County System. If the County discovers any unauthorized diversion of water, the County will immediately act to end the unauthorized diversion. The County will also immediately inform the State in writing and provide the State with access to all information concerning the unauthorized diversion and fully cooperate with any State efforts to end the unauthorized diversion.

ARTICLE VI GENERAL PROVISIONS ON WATER SERVICE

6.1 Changes to System. The Parties agree that the Marlette System supplies the water needs of numerous users and that the present and future needs of all users must be considered by the State in making enlargements and improvements to the Marlette System. The State agrees to provide the County with available information for any changes to the Marlette System.

6.2 Franktown Decree. The Parties agree that this Agreement is subject to the terms of the Franktown Decree and the laws of Nevada and that the State may take all necessary actions to ensure that none of the provisions of the Decree or laws of Nevada are violated by this

Agreement or by any action taken under or in connection with this Agreement by either the County or the State. See Exhibit D, Franktown Decree.

6.3 Resale. The County agrees that it will not sell or resell water obtained by this Agreement to any other distributors or to other than its normal municipal users without express written permission of the State.

6.4 Impossibility. If any legal action is commenced in the future against the State in its administrative or proprietary capacity in the administration of the Marlette System or the lands embraced within the Marlette System, which action may culminate in a judgment against the State, a depletion of the quantity of Available Water with which to supply the County, and creation of impossibility of performance, the State shall be released from the obligations of this Agreement to the extent of impossibility of performance thus created.

6.5 Water Transfer. The State in its sole discretion may cause the transfer of water by pump or other means from Marlette Lake to the Hobart Reservoir. A surcharge for the transfer (comprised of the actual cost of the pumping system calculated on a unit basis per 1,000 gallons) shall be added to the County's base rate payments. The State shall manage and conduct such transfers. Under no circumstance may these transfers disrupt the spawning activities of trout brood stock or cause the surface level of Marlette Lake to fall more than three feet below the top of the spillway of the existing dam.

6.6 Bond Payment Obligations. Pursuant to NRS 331.160, general obligation bonds were issued on July 8, 2006 (Bond Issue 2006B), April 22, 2008 (Bond Issue 2008A), and December 21, 2010 (Bond 2010D) to finance the capital costs of improving and modernizing the System. Consistent with NRS 331.160 the water rate charged the County includes their proportionate share for the repayment of the general obligation bonds. In the event, the County secures an alternative water source, the County's obligation to pay its proportionate cost of the general obligation bonds remains until the bonds are paid in full. This paragraph survives the termination of this Agreement.

ARTICLE VII GENERAL PROVISIONS

7.1. Service to other entities. The State will notify the County if the State desires to supply other persons, entities, or political subdivision not currently served with Available Water from the Marlette System. This notification does not give the County any right of first refusal. The State also retains the right to reallocate to other persons, entities, or political subdivisions, following a reassessment by the State of the County's use in the preceding year, the amount of any Raw Water not used by the County in the preceding year. Any reallocation may occur only after 30 days' notice to the County.

7.2. Limited liability; Indemnification. Each Party agrees to indemnify and hold harmless the other Party, to the extent provided by law, including, but not limited to, NRS Chapter 41, from and against any liability arising out of the performance of this Agreement proximately caused by any act or omission of its officers, agents, and employees. The Parties

will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both Parties does not include punitive damages.

7.3. Reasonable Care. Each party must exercise reasonable care in the performance of its obligations and rights under this Agreement to ensure that the other party's facilities and operations are not impaired or damaged.

7.4. Protection of a Party's Separate Facilities. If any occurrence or conditions during operation or maintenance of the interconnection threaten the physical integrity or operational capability of a party's separate facilities, upon notification to the other party the affected party may stop operation or maintenance of the interconnection or take any action that the affected party determines to be necessary to protect its own separate facilities. Any party may remove part of the interconnection, if required, for emergency repair of its separate facilities provided that the removing party restores such affected interconnection facilities as soon as possible.

7.5. Severability. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement will be construed as if the provision did not exist and the non-enforceability of the provision will not be held to render any other provision or provisions of this Agreement unenforceable.

7.6. Breach of Agreement. If a party is in breach of a portion of this Agreement, then the party alleging the breach must provide written notice to the other party specifying the nature of the violation and allowing 30 days for the party in breach to correct the violation. If the breach is not corrected within the 30-day period, then the matter must be submitted to dispute resolution as set forth in section 7.11. This Agreement deals with water resources and the provision of utility service by two retail community water utility systems. As such, the public interest is not served by the termination by either party to this Agreement absent an opportunity to resolve the alleged breach or have its position on the claimed breach heard before a qualified arbitrator.

7.7. Nevada Law. The laws of the State of Nevada apply in interpreting and construing this Agreement.

7.8. Notices. All written notices under this Agreement must be delivered to the following officials at the addresses set forth below:

County Manager, Storey County
Storey County Courthouse
P.O. Box 176
Virginia City, Nevada 89440
(775) 847-0968

Gustavo 'Gus' Nunez, Administrator
State Public Works Division,
Department of Administration, Buildings and Grounds Section
Marlette Lake
515 E. Musser Street, Suite 101
Carson City, Nevada 89701
(775) 684-4141

Notice of any changes in names and addresses must be in writing.

7.9. Entire Agreement; Amendment. This Agreement constitutes the full and final agreement between the Parties. This Agreement may not be amended or assigned except by an agreement in writing signed by both Parties and it will be binding upon and inure to the benefit of the Parties' respective successors and assigns.

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

7.11. Dispute Resolution. The Parties agree to mediate before a department of the First Judicial District Court of the State of Nevada in and for City of Carson selected by a flip of the coin any dispute between them that cannot be resolved by negotiations between the Parties. If mediation is unsuccessful, litigation may proceed before the other department of the First Judicial District Court of the State of Nevada in and for the City of Carson.

7.12. Mutual Drafting. The terms and conditions of this Agreement were negotiated by both Parties; therefore any ambiguity will not be construed against either party.

7.13. Required Approval. This Agreement becomes effective upon approval by the Storey County Board of County Commissioners, and the Public Works Division of the Department of Administration and the Nevada Board of Examiners.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of
the _____ day of _____, 2015.

Storey County Board of Commissioners

By: _____
Marshall McBride, Chair
Storey County Commission

Date: _____

**State of Nevada, Department of
Administration, Public Works Division**

By: _____
Gustavo Nuñez, P.E.
Administrator

Date: _____

Attest:

By: _____
Vanessa Stephens
County Clerk

Date: _____

Approved as to form:

Approved as to form:

Adam Paul Laxalt
Attorney General

By: _____
District Attorney

By: _____
Susan K. Stewart
Deputy Attorney General

Date: _____

Date: _____

Board of Examiners
(Required for Execution)

By: _____

Date: _____

Exhibit A

FEB 20 1964 10:00
A.M.

NEVADA STATE OFFICE
RENO, NEVADA

D E E D

THIS INDENTURE, made and entered into this 27th day
of August, 1963, by and between MARLETTE LAKE COMPANY,
a Nevada corporation, party of the first part, and the STATE OF
NEVADA, party of the second part,

W I T N E S S E T H:

That the said party of the first part, in consideration
of the sum of TEN DOLLARS (\$10.00), lawful money of the United
States of America, to it in hand paid by the said party of the
second part, the receipt whereof is hereby acknowledged, does
by these presents, grant, bargain, and sell unto the said party
of the second part, all that certain real property situate in
the Counties of Washoe, Ormsby and Storey, State of Nevada, more
particularly described as follows:

T. 15 N., R. 18 E., M.D.B. & M.

Sec. 1: SE $\frac{1}{4}$; S $\frac{1}{2}$ of NE $\frac{1}{4}$; W $\frac{1}{2}$
Sec. 12: E $\frac{1}{2}$; E $\frac{1}{2}$ of SW $\frac{1}{4}$; SW $\frac{1}{4}$ of SW $\frac{1}{4}$
Sec. 13: NE $\frac{1}{4}$; E $\frac{1}{2}$ of SE $\frac{1}{4}$; NW $\frac{1}{4}$ of SE $\frac{1}{4}$; NW $\frac{1}{4}$

T. 15 N., R. 19 E., M.D.B. & M.

Sec. 7: Lots 1 and 2 of SW $\frac{1}{4}$; S $\frac{1}{2}$ of Lot 2 of NW $\frac{1}{4}$
Sec. 18: Lot 2 of SW $\frac{1}{4}$; Lot 2 of NW $\frac{1}{4}$

T. 15 N., R. 19 E., M.D.B. & M.

Sec. 4: SW $\frac{1}{4}$
Sec. 7: E $\frac{1}{2}$
Sec. 8: (complete)
Sec. 17: NE $\frac{1}{4}$ of NW $\frac{1}{4}$
Sec. 18: NE $\frac{1}{4}$ of NE $\frac{1}{4}$
Sec. 19: Lot 2 of NW $\frac{1}{4}$

T. 15 N., R. 19 E., M.D.B. & M.

Sec. 5: SE $\frac{1}{4}$; S $\frac{1}{2}$ of NE $\frac{1}{4}$

T. 15 N., R. 19 E., M. D.B. & M.

Sec. 3: NE $\frac{1}{4}$ of NW $\frac{1}{4}$

T. 16 N., R. 19 E., M.D.B. & M.

1 Sec. 31: W $\frac{1}{2}$; SE $\frac{1}{4}$; NE $\frac{1}{4}$
2 Sec. 32: S $\frac{1}{2}$; NW $\frac{1}{4}$
3 Sec. 33: W $\frac{1}{2}$; SE $\frac{1}{4}$
4 Sec. 34: SE $\frac{1}{4}$

5 T. 16 N., R. 19 E., M.D.B. & M.

6 Sec. 36: A parcel of land lying in Washoe and
7 Ormsby Counties and being a portion of the SW $\frac{1}{4}$
8 of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 36,
9 T. 16 N., R. 19 E., M.D.B. & M., on the south-
10 westerly side of Highway 395 and containing
11 the buildings and water control facilities at
12 Lakeview, further described as follows:

13 Beginning on the southwesterly right-of-way
14 line of such highway 90 feet left of station
15 E. S. 180+80; thence running southwest 540
16 feet; thence southeast 250 feet; thence north-
17 east 540 feet more or less to the highway
18 right-of-way line, thence along the right-of-
19 way line northwest 250 feet to the point of
20 beginning. Containing 3.1 acres more or less.

21 T. 16 N., R. 20 E., M.D.B. & M. (Five Mile Reservoir
22 Property)

23 Sec. 2: S $\frac{1}{2}$ of SE $\frac{1}{4}$

24 TOGETHER WITH certain water rights, more particularly
25 described as follows:

26 T. 15 N., R. 18 and 19 E., M.D.B. & M. (Marlette
27 Lake Waters)

28 All rights of beneficial use and flow (including
29 source; place, manner and period of use; points
30 and means of diversion; amount and priority of
31 appropriation) owned or held with respect to
32 all the waters draining into Marlette Lake from
33 the surrounding watershed located in Secs. 1, 12,
34 13 and 24, T. 15 N., R. 18 E., and Secs. 6, 7 and
35 18, T. 15 N., R. 19 E., and to all the waters and
36 storage thereof in Marlette Lake located in Secs.
37 12 and 13, T. 15 N., R. 18 E., and Secs. 7 and
38 18, T. 15 N., R. 19 E., or any enlargement thereof
39 or supplement thereto.

40 T. 15 and 16 N., R. 19 E., M.D.B. & M.

41 All rights of beneficial use and flow (including
42 source; place, manner and period of use; points
43 and means of diversion; amount and priority of
44 appropriation) owned or held with respect to
45 the water of Hobart Creek (tributary to Frank-
46 town Creek) and certain waters in the Franktown

1 at and above Red House located in Secs. 30,
2 31 and 32, T. 16 N., R. 19 E., and Secs. 4,
3 5, 6, 7, 8, 9, 12 and 18, T. 15 N., R. 19 E.,
4 and to all waters and storage thereof in
5 Hobart Reservoir located in S $\frac{1}{2}$ of NE $\frac{1}{4}$ and
6 SE $\frac{1}{4}$ of Sec. 5, T. 15 N., R. 19 E., or any
7 enlargement thereof or supplement thereto,
8 all as more fully set forth and defined in
9 Proof No. 02419, forming part of Findings
10 of Fact and Conclusions of Law, Judgment
11 and Decree entered July 11, 1960, in Case
12 No. 182,418, Dept. No. 1, Second Judicial
13 District Court of the State of Nevada, in
14 and for the County of Washoe.

15 T. 16 N., R. 20 E., M.D.B. & M. (Five Mile Reservoir)

16 All rights owned or held with respect to all
17 the waters and storage thereof in Five Mile
18 Reservoir located in the S $\frac{1}{2}$ of SE $\frac{1}{4}$ of Sec. 2.

19 T. 16 N., R. 18 and 19 E., M. D. B. & M.

20 All rights of beneficial use and flow (in-
21 cluding source; place, manner and period of
22 use; points and means of diversion; amount
23 and priority of appropriation) owned or held
24 with respect to all the waters of Mill Creek,
25 Tunnel Creek and others draining into North
26 Flume from the surrounding watershed located
27 in Secs. 12, 24 and 25, T. 16 N., R. 18 E.,
28 and Secs. 18, 19 and 30, T. 16 N., R. 19 E.,
29 and draining into the Tunnel located in Sec.
30 25, T. 16 N., R. 18 E., and Sec. 30, T. 16
31 N., R. 19 E.

32 TOGETHER WITH nonexclusive easements for roadway
33 purposes, more particularly described as follows:

- 34 1. Road running northerly from Sec. 1, T. 14 N.,
35 R. 18 E., near Spooner's Summit to Mariette Lake,
36 right-of-way based on rights of record, written
37 easement grants and United States Forest Service
38 use permits.
- 39 2. Road running from Mariette Lake northeasterly to
40 Hobart Creek Reservoir located in Sec. 5, T. 15
41 N., R. 19 E., right-of-way based on rights of
42 record and written easement grants.
- 43 3. Road running from Hobart Reservoir, easterly,
44 to the Syphon Inlet (tanks) located in NW $\frac{1}{4}$ of
45 Sec. 3, T. 15 N., R. 19 E., right-of-way
46 based on rights of use and rights of record.

- 1 5. Road running from Lakeview, northeasterly,
2 to Five Mile Reservoir, located in the SE
3 of SE $\frac{1}{4}$ of Sec. 2, T. 16 N., R. 20 E., right-
4 of-way based on written easement grants and
5 United States B. L. M. use permits.
- 6 6. Road running from Hobart Reservoir, northerly,
7 and easterly through Red House diversion point
8 (located in Sec. 32, T. 16 N., R. 19 E., to
9 old Franktown highway in the SW $\frac{1}{4}$ of Sec. 22,
10 T. 16 N., R. 19 E., right-of-way based on
11 rights of use, rights of record and written
12 easement grants.
- 13 7. Road running from Sec. 29, T. 16 N., R. 19
14 E., (intersection with Red House road), north-
15 westerly over the Tunnel (located in Secs. 25,
16 T. 16 N., R. 18 E., and 30, T. 16 N., R. 19 E.)
17 to State Highway 28 in Sec. 23, T. 16 N., R. 18
18 E., right-of-way based on rights of use, rights
19 of record and written easement grants.

20 TOGETHER with easements for flumes and pipelines,
21 more particularly described as follows:

- 22 1. Easement for pipeline running from Marlette Lake
23 northerly to the west portal of the Tunnel
24 located in Sec. 25, T. 16 N., R. 18 E., right-
25 of-way based on rights of record, written ease-
26 ment grants and United States Forest Service
27 use permits.
- 28 2. Easement for flume (or pipeline) running south-
29 easterly from the east portal of the Tunnel
located in Sec. 30, T. 16 N., R. 19 E., to Red
House diversion point located in Sec. 32, T. 16
N., R. 19 E., right-of-way based on rights of
record and written easement grants.
3. Pipeline easement running in a semicircular
route in a northerly and easterly direction
from Red House diversion point to the Syphon
Inlet (tanks) located in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$
of Sec. 3, T. 15 N., R. 19 E., right-of-way
based on ancient rights of use, rights of
record and written easement grants.
4. High pressure syphon pipeline easement from the
Syphon Inlet (tanks) running northeasterly
through Lakeview (Sec. 36, T. 16 N., R. 19 E.)
terminating at the Syphon Outlet in the SW $\frac{1}{4}$ of
Sec. 15, T. 16 N., R. 20 E., right-of-way
based on written easement grants and United
States B. L. M. use permits.

1 R. 20 E., right-of-way based on written
2 easement grants and United States B. L. M.
3 use permits.

- 4 6. Easement for flume (or pipeline) from the
5 SE $\frac{1}{4}$ of Sec. 13, T. 16 N., R. 18 E., running
6 southerly to the west portal of the Tunnel
7 located in the E $\frac{1}{2}$ of Sec. 25, T. 16 N., R.
8 13 E., right-of-way based on rights of record.

9 TOGETHER WITH a certain easement known as the HOBART
10 CREEK EASEMENT, more particularly described as follows:

11 Right to flow water from Hobart Reservoir
12 located in the E $\frac{1}{4}$ of Sec. 5, T. 15 N., R. 19
13 E., down Hobart Creek (northerly) to Red House
14 point of diversion located in the S $\frac{1}{4}$ of Sec. 32,
15 T. 16 N., R. 19 E., right-of-way based on rights
16 of record.

17 TOGETHER WITH an easement for the purpose of a tunnel,
18 more particularly described as follows:

19 Easement for a Tunnel running from the E $\frac{1}{4}$ of
20 Sec. 25, T. 16 N., R. 18 E., to the W $\frac{1}{4}$ of
21 Sec. 30, T. 16 N., R. 19 E., in a general
22 east-west direction, right-of-way based on
23 rights of record.

24 TOGETHER WITH a certain Special Use Permit in connec-
25 tion with Marlette Lake, more particularly described as follows:

26 Special Use Permit granted by United States
27 Forest Service with respect to NW $\frac{1}{4}$ of Sec. 18,
28 T. 15 N., R. 19 E., and NW $\frac{1}{4}$ of Sec. 12, T. 15
29 N., R. 18 E.

TOGETHER WITH, as to all the aforesaid lands, water
rights and easements, all improvements, tenements, hereditaments
and appurtenances thereunto belonging or in anywise appertaining,
and all the reversion and reversions, remainder and remainders,
rents, issues and profits thereof, including but not by way of
limitation, all water collection, storage, transmission and dis-
tribution facilities, aqueducts, ditches, tunnels, tanks, water-
gates, flumes, weirs, syphons, watercourses, dams, culverts,
bridges, water conduits, watermeters, pipelines and flume lines,

1 the water in the North Flume area, Hobart Creek and Franktown
2 Creek Watershed and Marlette Lake, to and including a point on
3 the pipeline leading easterly from the easterly outlet of the
4 Five Mile Reservoir to Virginia City, Storey County, Nevada,
5 which point is located approximately 600 feet, more or less,
6 easterly from such outlet and at which there is presently
7 installed a watermeter.

8 TO HAVE AND TO HOLD the said premises, together with
9 the appurtenances, unto the said party of the second part, and
10 to its successors and assigns forever.

11 IN WITNESS WHEREOF, the said party of the first part
12 has hereunto set its hand and corporate seal the day and year
13 first hereinabove written.
14

15 MARLETTE LAKE COMPANY

16 By Robert S. Kull

17 Title PRESIDENT
18

19 ATTEST:

20 By Francis J. Fallon

21 Title SECRETARY
22
23
24
25
26
27
28
29

1 STATE OF NEW JERSEY)
2 COUNTY OF BERGEN) ss.

3 On this _____ day of _____, 1963, before
4 me, the undersigned, a Notary Public in and for said County
5 and State, personally appeared Herbert J. Knell and
6 Francis E. Fallon, known to me to be the President
7 and Secretary of MARLETTE LAKE COMPANY, the corporation that
8 executed the foregoing instrument, and upon oath did depose
9 that they are the officers of said corporation as above
10 designated; that they are acquainted with the seal of said
11 corporation and that the seal affixed to said instrument is
12 the corporate seal of said corporation; that the signatures
13 to said instrument was made by officers of said corporation
14 as indicated after said signatures; and that the said corpo-
15 ration executed the said instrument freely and voluntarily
16 and for the uses and purposes therein mentioned.

17 IN WITNESS WHEREOF, I have hereunto set my hand and
18 affixed my official seal at my office in said County and State,
19 the day and year in this certificate first above written.

20
21 W. J. H. H. H.
22 Notary Public NOTARY PUBLIC OF NEW JERSEY
23 My commission expires: JULY 16, 1964
24
25
26
27
28
29

Department of Conservation and Natural Resources

Division of State Lands

Carson City, Nevada

February 24, 1964

RECEIVED
Bureau of Land Management
NEVADA LAND OFFICE
FEB 26 1964 10:00
A.M.
NEVADA STATE OFFICE
CARSON, NEVADA

Application for Right of Way

I, Hugh A. Shamberger, State Land Register of the State of Nevada, State Office Building, Carson City, Nevada, by the authority vested in me by Chapter 462 - 1963 Statutes of Nevada do hereby make application to the Department of the Interior, Bureau of Land Management, for an easement for a right of way over and through the following described property, to-wit:

Mount Diablo Meridian

T. 15 N., R. 18 E.,

Sec. 12, In NW $\frac{1}{4}$;

T. 15 N., R. 19 E.,

Sec. 18, In NE $\frac{1}{4}$ NW $\frac{1}{4}$;

T. 16 N., R. 19 E., - 048420.

Sec. 35, SW $\frac{1}{4}$,

Sec. 36, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$, 048420

T. 16 N., R. 20 E.,

Sec. 10, E $\frac{1}{2}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$, - 037405

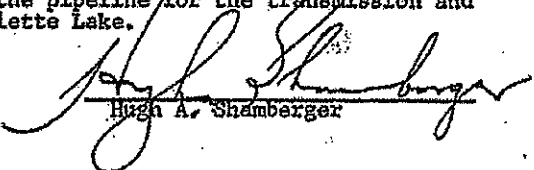
Sec. 2, S $\frac{1}{2}$ SW $\frac{1}{4}$, - 037405

Sec. 16, SE $\frac{1}{4}$ SE $\frac{1}{4}$, - 048420

Sec. 20, S $\frac{1}{2}$, - 048420

Sec. 30, All - 048420

The State plans to use this right of way for the purpose of maintaining the pipeline for the transmission and storage of water at Marietta Lake.


Hugh A. Shamberger

State Land Register

7371a

Exhibit B

RECEIVED

APR 24 1974

DIRECTOR OF GENERAL SERVICES

CONTRACT TO SUPPLY WATER AND CONVEY
WATER DISTRIBUTION FACILITIES
STATE OF NEVADA - COUNTY OF STOREY

THIS CONTRACT, made and entered into this 24th day of April, 1974, by and between the State of Nevada, in behalf of its MARLETTE LAKE WATER SYSTEM, hereinafter referred to herein as "State", and the County of Storey, in behalf of the Storey County Water Company, successor to the Virginia City Water Company, to be a county-owned water utility servicing the cities and communities of Virginia City, Silver City and Gold Hill, Nevada, hereinafter referred to herein as "County"

W I T N E S S E T H:

THAT WHEREAS Chapter 713, Statutes of Nevada 1973 authorizes the Director of the Department of Administration to sell and convey a portion of the water system described herein, and to execute this contract with Virginia City, it is recognized by the parties hereto that, under Nevada law, the unincorporated town of Virginia City is not sui juris and that Storey County is the proper contracting party on Virginia City's behalf, and

WHEREAS the County has entered into negotiations with the Virginia City Water Company to purchase the said Water Company, and

WHEREAS said County has applied to the Farmers Home Administration, U. S. Department of Agriculture, United States Government, for funds to purchase the same, and

WHEREAS the Farmers Home Administration requires a contract to supply water be executed prior to the release of any funds for the purchase of said Water Company, and

WHEREAS it is agreed by the parties hereto that the said water rights shall be transferred to and possessed by the County upon the purchase of the Virginia City Water Company, and

WHEREAS the State and the County desire to renew that

1 certain contract entered into between the State of Nevada and the
2 Virginia City Water Company, dated February 15, 1967, substitut-
3 ing the said County for the Virginia City Water Company.

4 NOW, therefore, in consideration of the premises and the
5 mutual undertakings and obligations herein assumed, the parties
6 hereto do agree and contract as follows:

7 1. The State agrees to deliver 300,000 gallons of water a
8 day to the County pursuant to a recognized priority right. Any
9 water delivered to the County beyond the amount of 300,000 gallons
10 per day is delivered at the discretion of the State and the County
11 has no priority under the terms of this agreement to any addi-
12 tional water. The State will attempt to make additional water
13 available but such water is delivered at the discretion of the
14 State. The water used in large amounts in suppressing and extin-
15 guishing fires will not be charged to the County. The conditions
16 of limitations upon the duty of the State to supply water to the
17 County, as in this paragraph recited, are the following:

18 (a) In the event that a legal action or legal actions
19 are commenced in the future against the State in its administra-
20 tive or proprietorship capacity, in the administration of its
21 Marlette Lake Water System, claiming rights to the distribution
22 of the water of said system, or the lands embraced within said
23 system, which action or actions may culminate in a judgment or
24 judgments against the State, thereby depleting the quantity of
25 available waters for the discharge of the aforementioned provi-
26 sion, creating an impossibility of performance, the State shall
27 be released from the obligation to the extent of the impossibility
28 of performance, thus created. At present no such actions are
29 pending or contemplated.

30 (b) The rights of the County hereunder to receive
31 water from the State, by its Marlette Lake Water System, under
32 the terms and provisions hereof, are subject to the further

1 limitation of the inability of the state to supply, by reason of
2 breaks in the water line, unavoidable stoppage or interruptions
3 caused by weather conditions, icing, snow conditions, floods,
4 drought, erosion, the public enemy, strike or other acts of God
5 beyond the control of the State.

6 (c) That parties recognize that evaporation, leaks
7 and other causes will result in unaccounted for losses of water
8 in the County system for which the County will not be reimbursed
9 by its customers. To equitably adjust and distribute the expense
10 of such unaccounted for losses between the parties the State
11 agrees to give the County a credit of ten percent (10%) on each
12 monthly billing provided in paragraph 4 hereof.

13 2. The State agrees to deliver the water to the County at a
14 meter presently located near the five mile reservoir. The State
15 will remain responsible for the repair and maintenance of the
16 system lying between the water source and the syphon to Highway
17 395 at Lakeview, and the County will be responsible for the
18 repair and maintenance of its system lying from Highway 395
19 through the balance of the distribution system.

20 3. The water sold, or to be sold and delivered, under the
21 terms and provisions hereof, shall be measured by meter owned and
22 maintained by the County at the present location or at a point
23 mutually agreeable to both parties, and the reading of the meter
24 shall be by an agent of the State, monthly, on the last day or
25 approximately the last day of each month during the term hereof.

26 4. The price at which such water shall be sold during the
27 term of this contract shall be sixteen cents (\$.16) per one
28 thousand (1,000) gallons as measured by said meter until July 1,
29 1977, at which time the price shall be renegotiated on a reason-
30 able basis as reflected by the economy and the actual necessity
31 of changing the price. Billings by the State to the County shall
32 be at or near the beginning of each month during the term hereof.

1 and the County agrees to pay and settle each billing on or before
2 the fifteenth (15th) day of the month after receipt of billing,
3 representing the payment of the water services for the past com-
4 pleted calendar month.

5 5. The provisions of this contract shall become effective
6 in respect to the metered charge of water consumed by the County,
7 at the rate provided in the last preceding paragraph, on the date
8 hereafter that the County shall purchase and assume control of
9 the Virginia City Water Company.

10 6. The provisions of this contract shall remain in effect
11 until July 1, 1977. It is further agreed that this contract
12 shall become effective on the date that the County completes
13 the purchase of the Virginia City Water Company, and shall be
14 conditioned upon the said purchase. It is further agreed that
15 the State will not hold County responsible for any water pur-
16 chased by the Virginia City Water Company prior to the time the
17 County assumes control of the said Water Company.

18 7. The parties agree that in the event of a loss of sub-
19 stantial quantities of water by the County, occasioned by an
20 earthquake, the public enemy, act of God, operational losses, or
21 unforeseen circumstance beyond the control of the County, as a
22 consequence of which substantial quantities of water are lost
23 and although metered by the State are never sold to the consuming
24 public of the area served by the County, the County shall have
25 the right to make application to the State for an adjustment of
26 its billing and shall submit evidence of such emergency loss.
27 In such event, it shall be the duty of the State to adjust its
28 billing to discount therefrom the metered charge of the water
29 established as lost. In making such adjustment, the State shall
30 consider the records as to waters previously metered and other
31 relevant data and facts respecting the emergency loss, and the
32 County agrees to remedy and repair all such losses as quickly as

1 reasonably possible.

2 8. The parties further agree that if a meter (or meters)
3 breaks down, becomes "jammed" or otherwise defective in its
4 (their) operation, by which, if such meter (or meters) had not
5 become defective or inoperative an accurate reading would have
6 been obtained, such fact shall be communicated to the County.
7 After such communication, the parties shall confer and the facts
8 shall be explained to the County, after which an adjustment
9 shall be made and an accord reached as to the water that was
10 consumed, despite the fact that the meter (or meters) does not
11 register the same. In the making of such an adjustment or accord,
12 for the purposes of billing, the parties shall consider the
13 records as to water previously metered, the period of time in
14 which the defect existed, and other relevant data.

15 9. It is further provided that this contract may be amended
16 or renewed upon mutual agreement of the State and the County. If
17 the two parties can not agree upon proposed increase or decrease
18 in the rate charged for water, the matter shall be submitted to
19 arbitration before three (3) arbitrators, one representing the
20 Department of Administration, one representing the County, and
21 one to be selected from the Public Service Commission and the
22 parties agree to be bound by the decision reached by the arbitra-
23 tors.

24 10. The County shall, at its own cost and expense, comply
25 with all requirements of the Health Division of the Department
26 of Human Resources, relative to chlorination and purification
27 of all water to be sold and delivered hereunder. The State
28 will use its best efforts to provide the County with water free
29 from contamination, but cannot warrant or guarantee the purity
30 of such water.

31 11. Checks by the County in payment of the monthly billing
32 for water service or sales hereunder, at the rate aforesaid shall

1 be made payable by the County to the State, payable as follows:

2 "STATE OF NEVADA"

3 Department of General Services

4 Such checks shall be mailed to: Department of General
5 Services, Carson City, Nevada.

6 12. All notices hereunder shall be in writing, by Registered
7 Mail, and shall be directed to the parties as referred in the
8 first paragraph of this contract.

9 13. Nothing contained herein shall be construed in such a
10 manner as to require the repair or replacement of any of the
11 facilities owned by the State in the Administration of the
12 Marlette Lake Water System, or the construction of further or
13 enlarged facilities to such system, to the end that more water
14 may be made available to the County. In this respect, the parties
15 agree that any such improvements to the said system shall be under-
16 taken entirely at the discretion of the State, both as to timing
17 and as to the projects, improvements and/or enlargements.

18 14. The State hereby conveys to the County, in considera-
19 tion of the sum of Five hundred dollars (\$500.00), the syphon
20 system and rights of way relating thereto, more particularly
21 described as follows:

22 (a) High pressure syphon pipeline easement from the
23 center of Highway 395 eastward to a point terminating at the
24 Syphon Outlet in the SW 1/4 of Sec. 15, T. 16 N., R. 20 E.,
25 right-of-way based on written easement grants and United States
26 B.L.M. use permits.

27 (b) Pipeline easement from the Syphon Outlet running
28 northeasterly to Five Mile Reservoir located in the S 1/2 of SE
29 1/4 of Sec. 2, T. 16 N., R. 20 E., right-of-way based on written
30 easement grants and United States B.L.M. use permits, and also
31 including the Five Mile Reservoir.

32 In conjunction therewith, it is agreed that the pressure

1 gauges for the said syphon system will be located at the "Lakeview
2 House".

3 15. The terms and provisions of this contract shall be
4 binding upon and shall inure to the benefit of the parties hereto
5 and their respective successors and assigns.

6 IN WITNESS WHEREOF, the parties hereto have hereunto executed
7 this contract, the day and year first above written.

8 EXECUTED IN TRIPPLICATE.
9

10 STATE OF NEVADA
11 Marlette Lake Water System

12 By Howard E. Barrett
13 Howard E. Barrett, Director
14 Department of Administration

15 By Peggy Glover
16 Peggy Glover, Director
Department of General Services

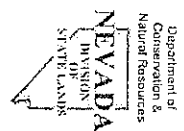
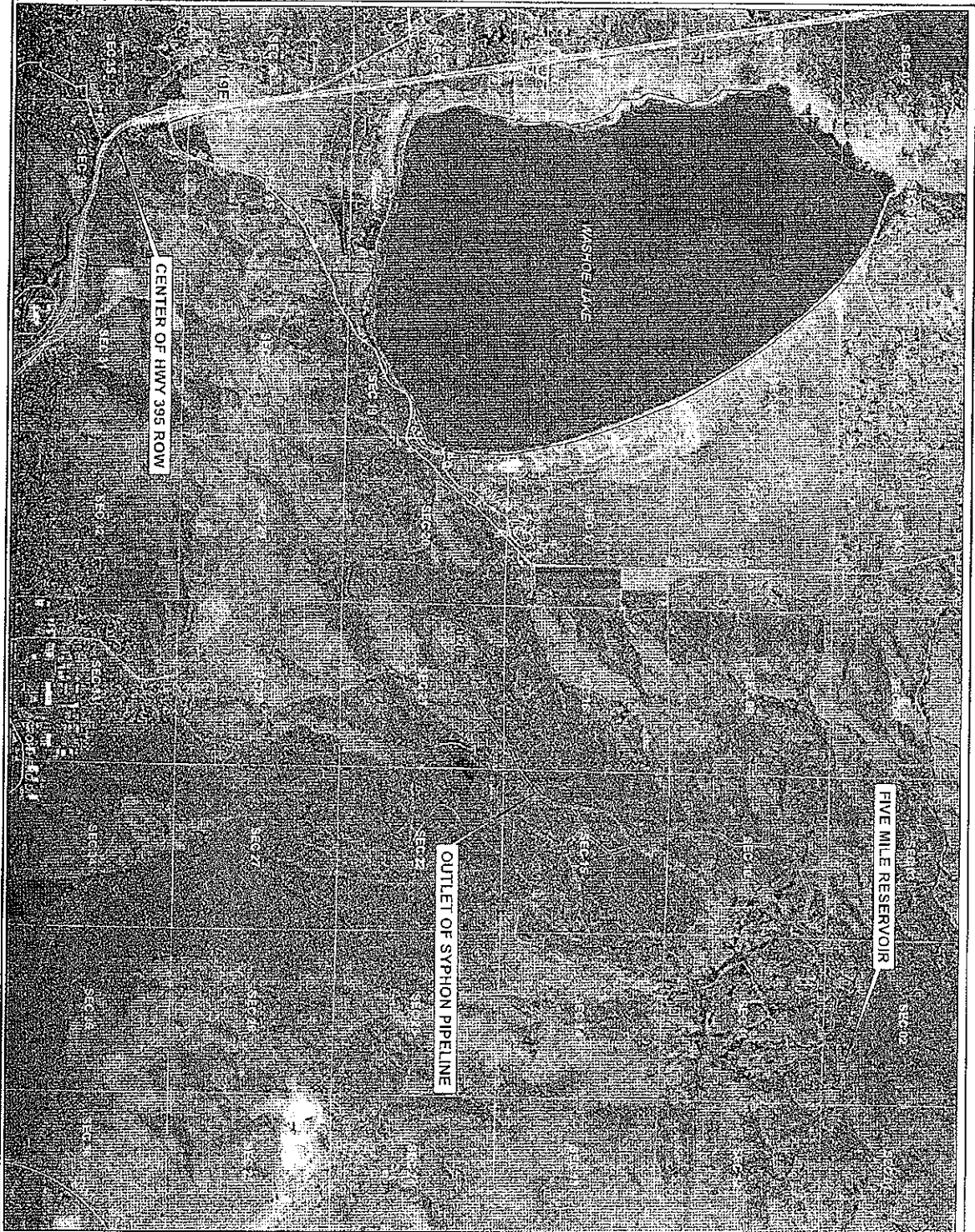
17 Approved by committee action
18 taken in Carson City, Nevada,
19 on March 29, 1974, pursuant
to section 8, chapter 713,
Statutes of Nevada 1973.

STOREY COUNTY COMMISSIONERS
in and for Storey County and the
Storey County Water Company

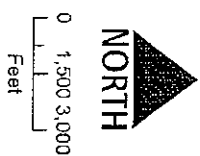
20
21 Floyd R. Lamb
22 Floyd R. Lamb, Chairman
Interim Finance Committee

By Harry Blum
Chairman

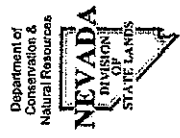
Exhibit C



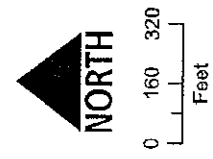
MARLETTE PIPELINE SYSTEM
TRANSFERRED TO
STOREY COUNTY
EASEMENTS AND FACILITIES
TRANSFERRED



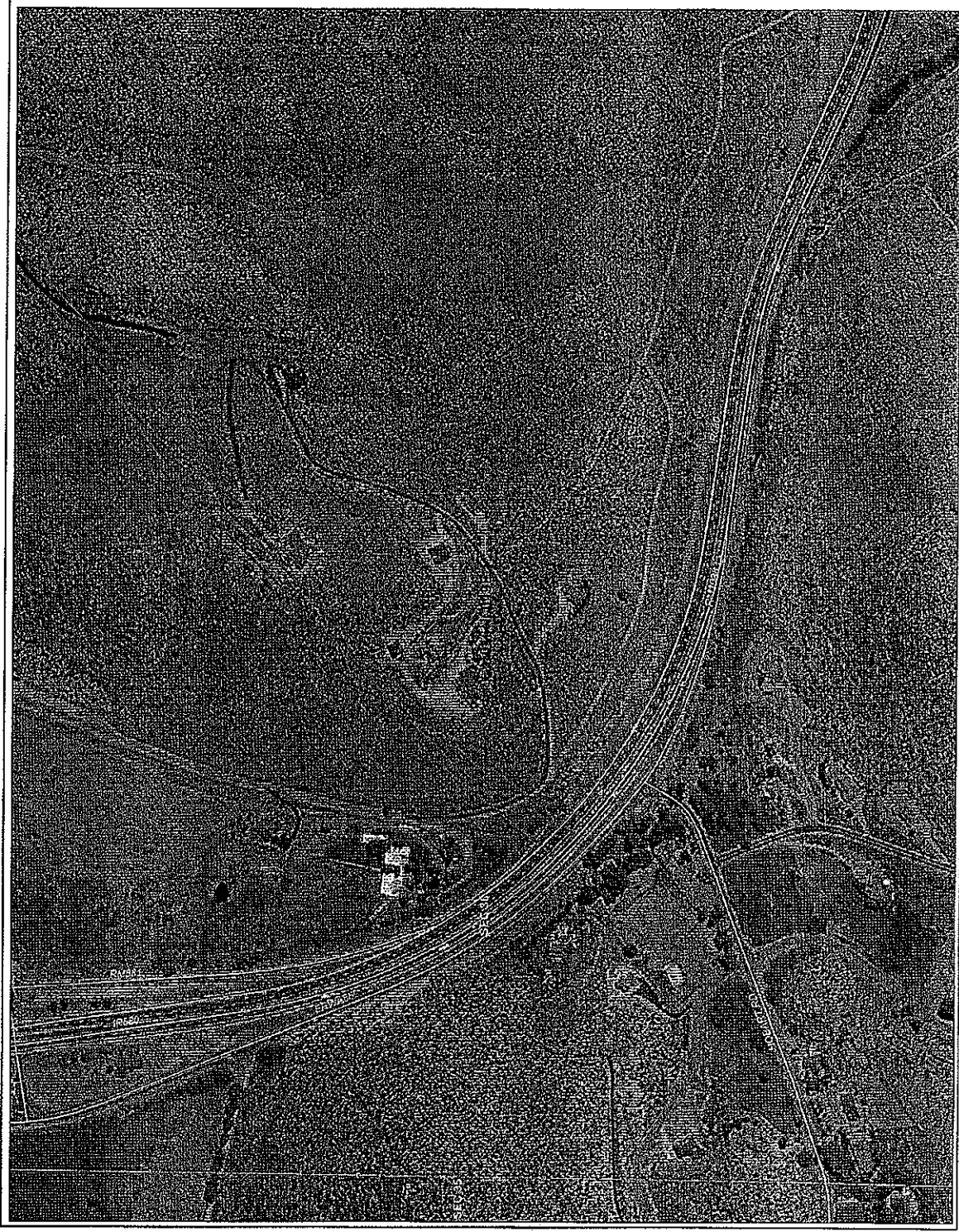
This map has been prepared for the use of the Nevada Division of State Lands for illustrative purposes only. It does not constitute a survey of the premises. No liability is assumed by the State Lands Division for any errors or omissions, or for the accuracy or the data obtained herefrom.



MARLETTE PIPELINE SYSTEM
TRANSFERRED TO
STOREY COUNTY
WESTERN SEGMENT
EASEMENTS AND FACILITIES
TRANSFERRED



This map has been prepared for the use of the Nevada Division of State Lands for illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data delineated herein.



REVISED 7/29/2014

Exhibit D

7

Supreme Court of Nevada.

In the Matter of the DETERMINATION OF THE
RELATIVE RIGHTS IN AND TO THE WATERS
OF FRANKTOWN CREEK and its Tributaries in
WASHOE COUNTY, State of Nevada.

FRAKTOWN CREEK IRRIGATION COMPANY,
Inc., Appellant,

v.

MARLETTE LAKE COMPANY, a Nevada Corpo-
ration, and State Engineer of the State of Nevada,
Respondents.

No. 4386.

Sept. 27, 1961.

Proceeding on exceptions to determination of the
State Engineer in regard to rights of various claimants
to waters of a creek. The 2nd Judicial District Court,
Washoe County, Grant L. Bowen, J., granted sum-
mary judgment adverse to an irrigation company and it
appealed. The Supreme Court, Thompson, J., held that
irrigation company did not acquire prescriptive rights
in waters flowing in a creek, even though it used all
such water for statutory period, where such use was
not adverse, but was with permission of parties in
control of a diversion works.

Judgment affirmed.

West Headnotes

[1] Judgment 228 186

228 Judgment

228V On Motion or Summary Proceeding

228k182 Motion or Other Application

228k186 k. Hearing and determination.

Most Cited Cases

In deciding propriety of the grant of a summary
judgment, all evidence favorable to party against
whom such judgment was rendered would be accepted
as true.

[2] Water Law 405 1771

405 Water Law

405X Prescriptive Rights in Water or for Use or
Access to Waters

405k1770 Elements of Prescription

405k1771 k. In general. Most Cited Cases

(Formerly 405k138, 405k137)

To establish a prescriptive right to use of water,
the use and enjoyment must have been uninterrupted,
adverse and under a claim of right and with knowledge
of owner, and such use must have been for a period of
at least five years. N.R.S. 11.150.

[3] Judgment 228 186

228 Judgment

228V On Motion or Summary Proceeding

228k182 Motion or Other Application

228k186 k. Hearing and determination.

Most Cited Cases

In deciding whether an issue of fact was raised,
for summary judgment purposes, a court had to rely
upon fact deposition of a person and disregard con-
clusions of a verified pleading, where the deposition
did not support averment of the verified pleading.

[4] Water Law 405 1773

405 Water Law

405X Prescriptive Rights in Water or for Use or
Access to Waters

405k1770 Elements of Prescription

405k1773 k. Adverse character of use and
possession in general. Most Cited Cases
(Formerly 405k138)

An irrigation company did not acquire prescrip-
tive rights in waters flowing in a creek, even though it
used all such water for statutory period, where such
use was not adverse, but was with permission of par-
ties in control of a diversion works. N.R.S. 11.150.

[5] Water Law 405 ⚡1607

405 Water Law

405VII Appropriation of Waters

405VII(A) Nature and Elements in General

405k1606 Abandonment, Relinquishment,
Cancellation, or Forfeiture of Rights

405k1607 k. In general. Most Cited
Cases
(Formerly 405k151)

Where a water right vested in owner's predecessor
before 1913, it was necessary to establish owner's
intention to abandon and relinquish such right before
an abandonment could be found. N.R.S. 533.060,
subd. 2.

[6] Water Law 405 ⚡1607

405 Water Law

405VII Appropriation of Waters

405VII(A) Nature and Elements in General

405k1606 Abandonment, Relinquishment,
Cancellation, or Forfeiture of Rights

405k1607 k. In general. Most Cited
Cases
(Formerly 405k151)

An irrigation company could not be deemed to
have acquired right to use of certain water through
abandonment of another's right to such water, where
irrigation company did not acquire a prescriptive right
to use such water, as in the event of abandonment,
such water rights would have reverted to the state.

[7] Water Law 405 ⚡1609

405 Water Law

405VII Appropriation of Waters

405VII(A) Nature and Elements in General

405k1606 Abandonment, Relinquishment,
Cancellation, or Forfeiture of Rights

405k1609 k. Proceedings to determine
rights. Most Cited Cases
(Formerly 405k151)

An irrigation company could not except to state
engineer's final order of determination in regard to
water rights on theory of a party's abandonment of its
rights, where irrigation company was unable to show a
vested right to the water, or a right under permit from
the state engineer. N.R.S. 533.145, 533.170.

[8] Water Law 405 ⚡2460

405 Water Law

405XIII Reclamation, Irrigation, and Other Agri-
cultural Use

405XIII(C) Irrigation and Other Agricultural
Purposes

405XIII(C)8 Sale of Water and Supply and
Use for Irrigation

405k2460 k. In general. Most Cited
Cases
(Formerly 405k254)

Sale of waters from North Creek to an irrigation
company had no relation with waters of Franktown
Creek and its tributaries, and therefore irrigation
company had no right to use of a certain amount of

water from Franktown Creek based on previous sales to it from North Creek.

****1069 *348** John S. Halley, M. A. Diskin, Reno, for appellant.

Vargas, Dillon & Bartlett, Reno, Roger D. Foley, Atty. Gen., L. William Paul, ****1070** Deputy Atty. Gen., Carson City, for respondents.

***349** THOMPSON, Justice.

Throughout this opinion Marlette Lake Company will be referred to as Marlette, and Franktown Creek Irrigation Company, Inc., as Franktown.

Marlette owns a water distribution system by which water is supplied for domestic, industrial, commercial and municipal purposes to the general area comprising Virginia City, Gold Hill, Silver City and Carson City. ***350** Franktown is a private corporation through which its shareholders manage their interests in the waters of Franktown Creek.

Pursuant to NRS 533.090 Franktown, by petition, requested the state engineer to determine the relative rights of various claimants to the waters of Franktown Creek and its tributaries, including Hobart Creek. Following investigation, the state engineer entered his order granting the petition, and arranged to proceed with his determination. The final order of determination was subsequently made, and thereafter filed with the county clerk of Washoe County. Verified exceptions thereto were filed by Franktown and Marlette. NRS 533.170. A pretrial conference was held, during which various exhibits were received and certain admissions of fact made. Depositions were secured and affidavits obtained which, with the pleadings, exhibits, and admissions, formed the supporting documents for the motion for summary judgment thereafter filed by Marlette. Summary judgment was granted. Franktown appeals from that judgment.

For the purposes relevant to this appeal, the summary judgment entered by the lower court approved the final order of determination made by the state engineer. The judgment thus entered permits Marlette to appropriate 10 c. f. s. of water from Hobart Creek, a tributary to Franktown Creek, *above* the Red House diversion, for municipal, commercial, industrial and domestic purposes. The period of use is designated as January 1 to December 31, in the general area comprising the cities of Carson City, Virginia City, Silver City and Gold Hill. The judgment granted Franktown permission to appropriate 37.09 c. f. s. of water from Franktown Creek *below* the Red House diversion, for irrigation, stockwatering and domestic purposes for use on a full year basis. The allocation to Franktown is not disputed. However, Franktown asserts that the allocation to Marlette is excessive. To understand Franktown's position in this regard, the following factual information is necessary.

***351** In 1878, by agreement and deed, the predecessors of Franktown sold and conveyed to the predecessors of Marlette all waters naturally flowing in Hobart Creek at and above the Red House diversion. From that date to the present, Marlette and its predecessors have completely controlled the means which allow waters arising above the Red House diversion to flow down Franktown Creek to the lower users. At Red House the water is diverted into two flumes which, in turn, convey the water to storage tanks, and from the tanks the water is transmitted by pressure pipe lines to the Virginia City area. All waters not so diverted at Red House are allowed to spill into Franktown Creek channel, where they flow down the creek and are used by the shareholders of Franktown.

The watershed of Franktown Creek, Hobart Creek and tributaries, is located on the eastern slopes of the Carson Range. To the north, and on the western slopes of the Carson Range in the Mt. Rose area, is a separate and distinct watershed. Waters from the

last-mentioned watershed would flow naturally into Lake Tahoe, unless artificially diverted. In 1946 a predecessor of Marlette sold 5.5 c. f. s. of water to a Mr. Heidenreich who later sold to Franktown. These waters were collected from North Creek in the Mt. Rose watershed and artificially diverted to a point above Red House where they commingled with the waters of Hobart Creek. These commingled waters were then diverted at Red House in the manner above indicated. The **1071 waters collected from the Mt. Rose watershed were of such amounts as permitted diversion at Red House to the flumes without adversely affecting the ability of the diversion works to carry the waters from the Franktown and Hobart Creek watershed, except to the extent of surplus waters due to seasonal variations. The carrying capacity of the flumes below Red House is admitted to be at least 10 c. f. s.

From about 1936 until about 1943, Marlette's predecessor diverted at Red House from 1.5 c. f. s. to 4.5 c. f. s. of water into the flumes. During that period of time, all waters not so diverted flowed into Franktown Creek *352 and were applied to beneficial use by Franktown. Before, during said period, and since, Marlette and its predecessors maintained full control of the diversion works at Red House. Franktown never demanded water from Marlette's predecessor during this period, or at any time. It simply made use of the water that was not diverted and used by Marlette's predecessor.

In support of its claim that the district court erred in granting summary judgment, Franktown contends:

First: That before 1949 (Stats.Nev.1949, Ch. 83, P. 102; NRS 533.060(3)) it had acquired by prescription, i. e., by adverse use for the period of five years, the right to use all of the waters of Franktown Creek and its tributaries except the 1.5 c. f. s. to 4.5 c. f. s. mentioned above; that, in any event, an issue of material fact in this regard was raised, thus precluding summary judgment.

Second: That Marlette or its predecessor, abandoned its right to use the waters of Franktown Creek and its tributaries, including Hobart Creek, except the 1.5 c. f. s. to 4.5 c. f. s. mentioned above, and that such abandonment is available to Franktown as a defense to this adjudication; that, in any event, an issue of material fact in this regard was raised, thus precluding summary judgment.

Third: That Marlette's right to use the waters of Franktown Creek and its tributaries, including Hobart Creek, should be reduced by the 5.5 c. f. s. of water sold in 1946 by Marlette's predecessor to Heidenreich who, in turn, sold to Franktown; that, in any event, an issue of material fact in this regard was raised, thus precluding summary judgment.

[1] These contentions were presented to the lower court. In deciding whether that court was correct in granting summary judgment, we accept as true all evidence favorable to Franktown. *Parman v. Petricciani*, 70 Nev. 427, 272 P.2d 492; *Smith v. Hamilton*, 70 Nev. 212, 265 P.2d 214.

[2] *353 1. Prescription. To establish a right by prescription in Franktown before 1949 to the use of water claimed by the predecessor of Marlette, the use and enjoyment must have been uninterrupted, adverse, under a claim of right, and with the knowledge of such predecessor. *Authors v. Bryant*, 22 Nev. 242, 247, 38 P. 439, 440; *Application of Filippini*, 66 Nev. 17, 23, 202 P.2d 535, 538. Such use must have been for a period of at least five years. *Vansickle v. Haines*, 7 Nev. 249, 286; NRS 11.150. Though it is clear that Franktown did use all waters flowing in Franktown Creek and its tributaries (except the 1.5 c. f. s. to 4.5 c. f. s. of water diverted by Marlette's predecessor) for the statutory period, the record on appeal does not tend to establish that such use was adverse and under a claim of right. The opposite appears to be true. Such use was permissive, not adverse or hostile. It is ad-

mitted that Marlette and its predecessors have always maintained absolute control of the diversion works at Red House. Waters not diverted at that point were permitted to flow in Franktown Creek and were applied to beneficial use by the lower ranchers. The cases relied upon by Franktown to support its position on this issue are not in point. In *Smith v. Logan*, 18 Nev. 149, 1 P. 678, the trial court had found all elements of adverse user to be present. Because of that finding the Supreme Court affirmed the trial court in decreeing a prescriptive right in the lower user. The trial court made a similar finding in the cases of ****1072***Gardner v. Wright*, 49 Or. 609, 91 P. 286 and *Pflueger v. Hopple*, 66 Idaho 152, 156 P.2d 316. In the instant case, the elements of adverse use under a claim of right are not present.

[3] The exceptions of Franktown to the State Engineer's final order of determination constitute the pleadings, as between those parties. NRS 533.170(2). Those exceptions were verified by Lathrop, secretary of Franktown, and contain the conclusion that its use of the waters during the period mentioned was 'open, notorious, hostile and adverse.' Franktown insists that such averment ***354** contained in a pleading, verified by an officer of the company, of itself creates an issue of material fact and thus precludes a summary judgment. We need not decide this question, because in this case Lathrop subsequently gave a fact deposition, covering the same subject matter, which deposition is a part of the record on appeal. That deposition does not support the averment of the verified pleading mentioned above. Under such circumstances, we hold that, in deciding whether an issue of fact is raised, the lower court must rely upon the fact deposition of such person and disregard the conclusions of his verified pleading. *Bennett v. Flanigan*, 7 Cir., 220 F.2d 799, 803.

[4] In our view, the lower court properly decided for Marlette on this issue.

[5] 2. Abandonment: It is admitted that, as of

September 11, 1878 (the date of the agreement and deed between the predecessors of Franktown and the predecessors of Marlette), Marlette's predecessor had a vested right to use all of the waters of Franktown Creek and its tributaries, including Hobart Creek, flowing at and above the Red House diversion. Franktown contends that such right was abandoned by Marlette's predecessor by reason of the nonuse of all but 1.5 c. f. s. to 4.5 c. f. s. of water during the period from 1936 to 1943. The water right having vested in Marlette's predecessor before 1913, it is necessary to establish the owner's intention to abandon and relinquish such right before an abandonment can be found. *Stats.Nev.1913, Ch. 140, § 8; amended Stats.Nev.1917, Ch. 190, P. 353; 1943 NCL § 7897; NRS 533.060(2)*. In *re Waters of Manse Springs*, 60 Nev. 280, 287, 108 P.2d 311, 315. Franktown submits that nonuse for the period mentioned is some evidence of an intent to abandon the water right, and of sufficient substance to withstand a motion for summary judgment. We agree that nonuse for such a period of time may inferentially be some evidence of an intent to abandon. In *re Waters of *355* Maunse Springs, *supra*, 60 Nev. 290, 108 P.2d 311; *Valcalda v. Silver Peak Mines*, 9 Cir., 86 F. 90, 95. However, in this case we need not decide whether such evidence of itself defeats summary judgment on this issue.

[6] We have heretofore determined that the lower court was correct in deciding that Franktown had not acquired a prescriptive right to use such waters. It is admitted that Franktown has never sought to appropriate such waters by first making application to the state engineer in the manner required by statute. If abandonment had in fact occurred, as Franktown contends, such waters reverted to the state without any title to its use outstanding against the state. In *re Waters of Manse Springs*, *supra*, 60 Nev. at pages 286, 287, 108 P.2d 311. Had Franktown desired to apply for such waters, it was required by statute to follow the statutory procedure. No other avenue was open by which Franktown could acquire a right to use the waters here being considered. Accordingly, it is clear

that its claim of abandonment set forth in the exceptions to the final order of determination can amount only to a claim that Marlette was awarded water that belonged to the state; it is not, and cannot be, a claim that Franktown is entitled to such waters.

[7] NRS 533.145, designating who may object to a preliminary order of determination, appears to require that the objector claim an interest in the stream system by reason of a claimed vested right or under permit from the state engineer. One or the other need be shown to establish his interest**1073 in the adjudication. NRS 533.170 permits exceptions to the final order of determination to be filed by a party in interest who is aggrieved or dissatisfied. Therefore, it is clear that the court below was correct in deciding that Franktown's claim of abandonment was not a valid exception to the state engineer's final order of determination. Franktown is not a party in interest as to that claim. Accordingly, no genuine issue as to a material fact exists as to this issue, and summary judgment was proper.

[8] *356 3. Subtraction Theory: In 1946 Marlette's predecessor sold 5.5 c. f. s. of water to a Mr. Heidenreich who, in turn, sold to Franktown. Because of that sale, Franktown insists that Marlette should not be permitted to divert more than 4.5 c. f. s. at Red House. It reaches this conclusion by stating that the capacity of Marlette's flumes at the Red House diversion has always been, and is, 10 c. f. s.; subtraction of the 1946 sale from the flume capacity leaves for Marlette's use the aforementioned 4.5 c. f. s. of water.

In our view, this contention is without merit. It is not disputed that the source of the water sold to Heidenreich is North Creek, sometimes called Third Creek, and tributaries thereto. That creek is located on the western slopes of the Carson Range, and is a part of the Mt. Rose watershed, having its natural drainage into Lake Tahoe. North Creek is not included in the present adjudication. The pre-trial order of the lower court states: 'The state engineer defined the statutory

adjudication as encompassing the watershed of Franktown Creek, including its tributary Hobart Creek and the minor tributaries of Franktown Creek on the eastern slope of the Sierra Nevada [Carson Range] in the same watershed. No other waters have at any time been comprehended in the adjudication proceeding; more particularly, Lake Tahoe, Washoe Lake Ophir Creek, Marlette Lake, North Flume and waters in the Mt. Rose area, all distinct and separate watersheds, and not encompassed thereby.' The sale in 1946 by Marlette's predecessor to Heidenreich of 5.5 c. f. s. of water had nothing to do with the waters of Franktown Creek and its tributaries, including Hobart Creek, embraced in the present adjudication.

Judgment affirmed.

BADT, C. J., and McNAMEE, J., concur.

Nev. 1961

In re Determination of Relative Rights in and to Waters of Franktown Creek, Washoe County
77 Nev. 348, 364 P.2d 1069

END OF DOCUMENT



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 6/16/15

Estimate of time required:

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Personal Defense, Montgomery Turner, CCW Instructor Business License Request
2. **Recommended motion:** Approve application of Business License for CCW Instruction in Storey County
3. **Prepared by:** Brandy Gavenda, Admin. Asst.

Department: SCSO

Telephone: 775-847-0959

4. **Staff summary:** Background complete. There are no disqualifiers found. Sheriff Antinoro reviewed his curriculum and found it to be sufficient and appropriate.

5. **Supporting materials:**

6. **Fiscal impact:** None

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

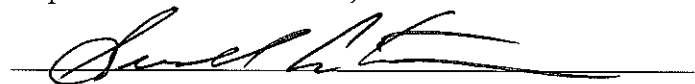
____ District Attorney

8. **Reviewed by:**

☒ Department Head

Department Name: Sheriff, Gerald Antinoro

 County Manager



Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 17



Storey County Board of County Commissioners Agenda Action Report

Meeting date: June 16, 2015 Estimate of time required: 5 minutes

Agenda: Consent [] Regular agenda [X] Public hearing required []

1. Title: Resolution 15-423 Augmentation of the Tech Fund

2. Recommended motion Approve

3. Prepared by: Jessie Fain for Hugh Gallagher

Department: Commissioners/Comptroller

Telephone:

4. Staff summary: Procedural matter per NRS 354.598005 for augmenting a budget.

5. Supporting materials: Resolution 15-423

6. Fiscal impact:

Funds Available: YES Fund: 165

242 Comptroller

7. Legal review required:

____ District Attorney

8. Reviewed by:

____ Department Head

Department Name: Commissioner's Office

Reid County Manager

Other agency review: _____

9. Board action:

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 18

RESOLUTION # 15-423

RESOLUTION TO AUGMENT THE 2014/2015 BUDGET OF STOREY COUNTY TECHNOLOGY FUND.

WHEREAS, total resources of the **TECHNOLOGY FUND, Storey County** were budgeted to be \$ 115,091.00 on July 1, 2014; and

WHEREAS, the total available resources are now determined to be \$130,091.00.

WHEREAS, said additional unanticipated resources are as follows:

ASSESSOR TECH FEES \$ 15,000.00

Total \$15,000.00

WHEREAS, there is a need to apply these excess proceeds in the **TECHNOLOGY FUND.**

Now, therefore, it is hereby RESOLVED, that **Storey County** shall augment its 2014/2015 budget by appropriating **\$15,000.00** for use in the **TECH FUND**, thereby increasing its appropriations for the **TECH FUND** from **\$80,000.00** to **\$95,000.00**. A detailed schedule is attached to this Resolution and by reference is made a part thereof.

IT IS FURTHER RESOLVED, that the **County Clerk Treasurer** shall forward the necessary documents to the Department of Taxation, State of Nevada.

PASSED, ADOPTED, AND APPROVED the 16th of **June**, 2015.

AYES: _____

NAYS: _____

Absent: _____

By: _____

Marshall McBride, Chairman
Storey County Board of Commissioners

ATTEST: _____

Storey County Clerk

RESOLUTION

#15-423

Fund 165 Tech Fund

15,000 from Assessor Tech Fees (34106) (higher than anticipated current revenues)

3,000 Rents & Leases	53027-270 Plotter Lease
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12,000 Assessor Tech Acquisiton	54106 Spring Flight
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<u>15,000</u>	<u>15,000</u>
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Storey County Board of County Commissioners Agenda Action Report

Meeting date: **June 16, 2015** Estimate of time required: 5 minutes

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Resolution 15-424 Augmentation of the Justice Court Fund

2. **Recommended motion** Approve

3. **Prepared by:** Jessie Fain for Hugh Gallagher

Department: Commissioners/Comptroller

Telephone:

4. **Staff summary:** Procedural matter per NRS 354.598005 for augmenting a budget.

5. **Supporting materials:** Resolution 15-424

6. **Fiscal impact:**

Funds Available: **YES** Fund: **187**

244 Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

____ Department Head

Department Name: Commissioner's Office

 County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 19

RESOLUTION # 15-424

RESOLUTION TO AUGMENT THE 2014/2015 BUDGET OF **STOREY COUNTY JUSTICE COURT FUND.**

WHEREAS, total resources of the **JUSTICE COURT FUND, Storey County** were budgeted to be \$ **26,547.00** on July 1, 2014; and

WHEREAS, the total available resources are now determined to be **\$31,547.00.**

WHEREAS, said additional unanticipated resources are as follows:

JUSTICE COURT FINES \$ 5,000.00

Total \$5,000.00

WHEREAS, there is a need to apply these excess proceeds in the **TECHNOLOGY FUND.**

Now, therefore, it is hereby RESOLVED, that **Storey County** shall augment its 2014/2015 budget by appropriating **\$5,000.00** for use in the **JUSTICE COURT FUND FUND**, thereby increasing its appropriations for the **JUSTICE COURT FUND** from **\$1,000.00** to **\$6,000.00.** A detailed schedule is attached to this Resolution and by reference is made a part thereof.

IT IS FURTHER RESOLVED, that the **County Clerk Treasurer** shall forward the necessary documents to the Department of Taxation, State of Nevada.

PASSED, ADOPTED, AND APPROVED the **16th** of **June**, 2015.

AYES: _____

NAYS: _____

Absent: _____

By: _____

Marshall McBride, Chairman
Storey County Board of Commissioners

ATTEST: _____

Storey County Clerk

RESOLUTION

#15-424

Fund 187 Justice Court Fund

5,000 from Justice Court Fines (35104) (higher than anticipated current revenues)

5,000 Professional Services

53070

CPA Audit, Test kits for offenders

5,000

5,000



Storey County Board of County Commissioners Agenda Action Report

Meeting date: June 16, 2015 Estimate of time required: 5 minutes

Agenda: Consent [] Regular agenda [X] Public hearing required []

1. Title: Resolution 15-425 Augmentation of the Park Fund

2. Recommended motion Approve

3. Prepared by: Jessie Fain for Hugh Gallagher

Department: Commissioners/Comptroller

Telephone:

4. Staff summary: Procedural matter per NRS 354.598005 for augmenting a budget.

5. Supporting materials: Resolution 15-425

6. Fiscal impact:

Funds Available: YES Fund: 190

242 Comptroller

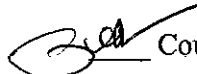
7. Legal review required:

____ District Attorney

8. Reviewed by:

____ Department Head

Department Name: Commissioner's Office

 County Manager

Other agency review: _____

9. Board action:

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 20

RESOLUTION # 15-425

RESOLUTION TO AUGMENT THE 2014/2015 BUDGET OF **STOREY COUNTY PARK FUND**.

WHEREAS, total resources of the **PARK FUND, Storey County** were budgeted to be \$ **7,272.00** on July 1, 2014; and

WHEREAS, the total available resources are now determined to be **\$18,772.00**.

WHEREAS, said additional unanticipated resources are as follows:

INTEREST-VC HIGHLANDS \$11,500.00

Total \$11,500.00

WHEREAS, there is a need to apply these excess proceeds in the **PARK FUND**.

Now, therefore, it is hereby RESOLVED, that **Storey County** shall augment its 2014/2015 budget by appropriating **\$11,500.00** for use in the **PARK FUND FUND**, thereby increasing its appropriations for the **PARK FUND** from **\$2,000.00** to **\$13,500.00**. A detailed schedule is attached to this Resolution and by reference is made a part thereof.

IT IS FURTHER RESOLVED, that the **County Clerk Treasurer** shall forward the necessary documents to the Department of Taxation, State of Nevada.

PASSED, ADOPTED, AND APPROVED the 16th of **June**, 2015.

AYES: _____

NAYS: _____

Absent: _____

By: _____

Marshall McBride, Chairman
Storey County Board of Commissioners

ATTEST: _____

Storey County Clerk

RESOLUTION

#15-425

Fund 190 Park Fund

11,500 from Interest-VCH (36100-502) (higher than anticipated current revenues)

11,000 Park - VC Highlands

54613 Paving Basketball Court

500 Refunds

56530 Refund building permit

11,500

11,500



Storey County Board of County Commissioners Agenda Action Report

Meeting date: **June 16, 2015** Estimate of time required: 5 minutes

Agenda: Consent [] Regular agenda [X] Public hearing required []

1. Title: Resolution 15-426 Augmentation of the Virginia City Tourism Commission Fund

2. Recommended motion Approve

3. Prepared by: Jessie Fain for Hugh Gallagher

Department: Commissioners/Comptroller

Telephone:

4. Staff summary: Procedural matter per NRS 354.598005 for augmenting a budget.

5. Supporting materials: Resolution 15-426

6. Fiscal impact:

Funds Available: **YES** Fund: **230**

~~212~~ Comptroller

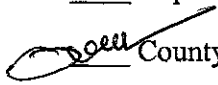
7. Legal review required:

_____ District Attorney

8. Reviewed by:

_____ Department Head

Department Name: Commissioner's Office

 County Manager

Other agency review: _____

9. Board action:

[] Approved
[] Denied

[] Approved with Modifications
[] Continued

Agenda Item No. **21**

RESOLUTION # 15-426

RESOLUTION TO AUGMENT THE 2014/2015 BUDGET OF STOREY COUNTY VIRGINIA CITY TOURISM COMMISSION FUND.

WHEREAS, total resources of the **VIRGINIA CITY TOURISM COMMISSION FUND, Storey County** were budgeted to be \$ 1,388,592 on July 1, 2014; and

WHEREAS, the total available resources are now determined to be \$1,534,592.00.

WHEREAS, said additional unanticipated resources are as follows:

BEGINNING FUND BALANCE	\$ 96,321.00
SPECIAL EVENT FUNDING	\$ 49,679.00

Total \$146,000.00

WHEREAS, there is a need to apply these excess proceeds in the **VIRGINIA CITY TOURISM COMMISSION FUND**.

Now, therefore, it is hereby RESOLVED, that **Storey County** shall augment its 2014/2015 budget by appropriating **\$146,000.00** for use in the **VIRGINIA CITY TOURISM COMMISSION FUND**, thereby increasing its appropriations for the **VIRGINIA CITY TOURISM COMMISSION** from **\$1,023,094.00** to **\$1,169,094.00**. A detailed schedule is attached to this Resolution and by reference is made a part thereof.

IT IS FURTHER RESOLVED, that the **County Clerk Treasurer** shall forward the necessary documents to the Department of Taxation, State of Nevada.

PASSED, ADOPTED, AND APPROVED the 16th of **June**, 2015.

AYES: _____

NAYS: _____

Absent: _____

By: _____

Marshall McBride, Chairman
Storey County Board of Commissioners

ATTEST: _____

Storey County Clerk

RESOLUTION**#15-426**

Fund 230 VCTC

96,321 from (higher than anticipated Beginning Fund Balance)

49,679 from Tourism Tax (33512) (higher than anticipated current revenues)

3,000 Salaries and Wages

51010 Miscalculated

30,000 Special Event Funding

53060 Special Event Funding

10,000 Visitor Center Expenses

53061 Gift Shop Merchandise

9,000 Professional Services

53070 Promotion Retainers

94,000 Capital Outlay

54010

Purchase 910 S C St, Fairgrounds seating/panels

<u>146,000</u>	<u>146,000</u>
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Storey County Board of County Commissioners Agenda Action Report

Meeting date: **June 16, 2015** Estimate of time required: 5 minutes

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. Title: Resolution 15-427 Augmentation of the Capital Projects Fund

2. Recommended motion Approve

3. Prepared by: Jessie Fain for Hugh Gallagher

Department: Commissioners/Comptroller

Telephone:

4. Staff summary: Procedural matter per NRS 354.598005 for augmenting a budget.

5. Supporting materials: Resolution 15-427

6. Fiscal impact:

Funds Available: **YES** Fund: **070**

NA Comptroller

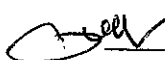
7. Legal review required:

____ District Attorney

8. Reviewed by:

____ Department Head

Department Name: Commissioner's Office

 County Manager

Other agency review: _____

9. Board action:

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. **22**

RESOLUTION # 15-427

RESOLUTION TO AUGMENT THE 2014/2015 BUDGET OF STOREY COUNTY GENERAL FUND.

WHEREAS, total resources of the **GENERAL FUND, Storey County** were budgeted to be \$ 18,025,251.00 on July 1, 2014; and

WHEREAS, the total available resources are now determined to be \$20,235,914.00.

WHEREAS, said additional unanticipated resources are as follows:

BEGINNING FUND BALANCE \$ 2,210,663.00

Total \$2,210,663.00

WHEREAS, there is a need to apply these excess proceeds in the GENERAL FUND.

Now, therefore, it is hereby RESOLVED, that **Storey County** shall augment its 2014/2015 budget by appropriating **\$2,200,000.00** for use in the **GENERAL FUND**, thereby increasing its appropriations for the **GENERAL FUND** from **\$26,507,272.00** to **\$28,707,272.00**. (This appropriation will also take the form of a transfer to the Capital Projects Fund.) A detailed schedule is attached to this Resolution and by reference is made a part thereof.

IT IS FURTHER RESOLVED, that the **County Clerk Treasurer** shall forward the necessary documents to the Department of Taxation, State of Nevada.

PASSED, ADOPTED, AND APPROVED the 16th of **June**, 2015.

AYES: _____

NAYS: _____

Absent: _____

By: _____

Marshall McBride, Chairman
Storey County Board of Commissioners

ATTEST: _____

Storey County Clerk

RESOLUTION**#15-427**

Fund 001 General Fund

2,200,000 from Higher than anticipated Beginning Fund Balance

2,000,000 Capital Project -Capital Outlay 070-54010

Ongoing and future projects throughout all communities

82,000 Professional Services 105-53070

Federal Lobbyist, TRI Center remodel, Title 17 publication

118,000 Interest 105-56100

Settlement with Park Interest

2,200,000	2,200,000
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Storey County Board of County Commissioners Agenda Action Report

Meeting date: June 16, 2015

Estimate of time required: 5 minutes

Agenda: Consent [] Regular agenda [X] Public hearing required []

1. Title: Transfer of Appropriations – Virginia Divide Sewer

a. ****Adjourn to Convene as Storey County Water and Sewer Board ****

2. Recommended motion Approve

3. Prepared by: Jessie Fain for Hugh Gallagher

Department: Commissioners / Comptroller

Telephone:

4. Staff summary: Procedural matter per NRS 354.598005 for transferring appropriations

5. Supporting materials: Schedule of affected funds, functions, amounts and reasons.

6. Fiscal impact:

Funds Available:

Fund:

W Comptroller

7. Legal review required:

____ District Attorney

8. Reviewed by:

____ Department Head

Department Name: Commissioner's Office

____ County Manager

Other agency review: _____

9. Board action:

[] Approved
[] Denied

[] Approved with Modifications
[] Continued

Agenda Item No. 23

Fund 130 Virginia Divide Sewer

44,000 from Principle (57101) to be paid out of USDA Bond Fund

5,000 Salaries & Wages

1,000 Benefits

7,000 Operating Supplies

6,000 Capital Outlay

25,000 Sewer Plant Expansion

51010 Acting and Standby Pay

52010 Acting and Standby Pay

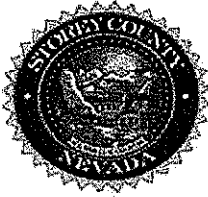
53024 Camera System, microscope, pipe, snake cable

54010 Portion of new service truck, Backhoe loader

56100-150 Interest

44,000

44,000



Storey County Board of County Commissioners Agenda Action Report

Meeting date: June 16, 2015

Estimate of time required: 5 minutes

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. Title: Transfer of Appropriations – Fire Protection District 474

a. ****Adjourn to Convene as the 474 Fire Protection District Board ****

2. Recommended motion Approve

3. Prepared by: Jessie Fain for Hugh Gallagher

Department: Commissioners / Comptroller

Telephone:

4. Staff summary: Procedural matter per NRS 354.598005 for transferring appropriations

5. Supporting materials: Schedule of affected funds, functions, amounts and reasons.

6. Fiscal impact:

Funds Available:

Fund:

261 Comptroller

7. Legal review required:

____ District Attorney

8. Reviewed by:

____ Department Head

Department Name: Commissioner's Office

____ County Manager

Other agency review: _____

9. Board action:

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 24

Fund 250 Fire Protection District 474

80,000 from Contingency (57900) to be split between Service & Supplies and Capital Outlay:

15000 Capital Outlay

54010 Fire Prevention Officer Vehicle

5000 Computer Equipment

54160 TRI Office equipment for FPO

40000 Ambulance Supplies

54308 Stryker gurneys to prevent injury to medics

15000 Personal Protection Equip

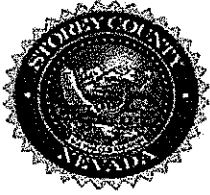
53036 Replace expired gear

5000 Building Maintenance

53057 Repairs to Stations 71,72 and 74

80,000

80,000



Storey County Board of County Commissioners Agenda Action Report

Meeting date: June 16, 2015

Estimate of time required: 15 minutes

Agenda: Consent ☐ Regular agenda ☐ Public hearing required ☐

1. Title: Transfer of Appropriations

2. Recommended motion Approve

3. Prepared by: Jessie Fain for Hugh Gallagher

Department: Commissioners / Comptroller
Telephone:

4. Staff summary: Procedural matter per NRS 354.598005 for transferring appropriations

5. Supporting materials: Schedule of affected funds, functions, amounts and reasons.

6. Fiscal impact:

Funds Available:

Fund:

Ad. Comptroller

7. Legal review required:

____ District Attorney

8. Reviewed by:

____ Department Head

Department Name: Commissioner's Office

 County Manager

Other agency review: _____

9. Board action:

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 25

Fund 070 Capital Projects

635,000 from Capital Outlay (54010) to be split between Principle and Interest

625,000 Principle

57101 Fire Station 5, Sheriff & DA C St, E St,
Bank Building, B Street Parking Lot

10,000 Interest

56100 Fire Station 5, Sheriff & DA C Street

635,000635,000**Fund 001 General**

312,324 from Contingency (57900) to be split between Salaries, Benefits, Service & Supplies and Capital Outlay:

73,500 Capital Outlay-Commissioners	101-54010	2 New BOC/ CM Vehicles
6,000 Capital Outlay - Clerk	102-54010	Furniture for JOP clerk arrangement
2000 Salaries-Recorder	103-51010	Floater cost
1,000 Computer Equip - Recorder	103-54160	Staff Station
5,000 Salaries - Assessor	104-51010	OT, floater and move from PT to FT
31,000 Capital Outlay - Assessor	104-54010	New Vehicle
15,000 County Building -TRI Complex	106-54417-500	TRI Complex remodel, Service Vehicle
40,000 Overtime - Sheriff	107-51011	Coverage
10,000 Salaries -Community Dev	109-51010	Added Inspector , PT Admin to FT
14,000 Overtime - Community Dev	109-51011	Added Inspector
3,000 PERS - Community Develop.	109-52010	Inspector
8,000 Dues & Subscript-Comm Dev	109-53014-200	App for inspections
19,000 Capital Outlay- Comm Dev	109-54010	New Vehicle
18,000 Professional Services	111-53070	Investigations
19,500 District Court	112-54244	Juvenile Delinquents up
2,324 Justice Court	113-53070	Conflict Attorneys and Interpreters
14,000 Overtime - Communications	117-51011	Training New Staff
6,000 911 Service	117-54311	System charges
10,000 Salaries & Wages	121-51010	Added Position
15,000 Professional Services	121-53070	Taxation and IRS consulting

312,324312,324



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 6-16-15

Estimate of time required: 0 - 5

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Business License Second Readings -- Approval

2. **Recommended motion:** Approval

3. **Prepared by:** Stacey Bucchianeri

Department: Community Development

Telephone: 847-0966

4. **Staff summary:** Second readings of submitted business license applications are normally approved unless, for various reasons, requested to be continued to the next meeting. A follow-up letter noting those to be continued or approved will be submitted prior to Commission Meeting. The business licenses are then printed and mailed to the new business license holder.

5. **Supporting materials:** See attached Agenda Letter

6. **Fiscal impact:** None

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:** None

____ District Attorney

8. **Reviewed by:**

☒ Department Head

Department Name: Community Development

☒ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 26

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 Stephens, Clerk's Office
Pat Whitten, County Manager

June 8, 2015
Via email

Please add the following item(s) to the **June 16, 2015**, COMMISSIONERS Agenda:

Storey County Building Department has inspected and found that the following businesses meet code requirements necessary to operate in the county:

LICENSING BOARD SECOND READINGS

- A. **SOLAR CITY CORPORATION** – Contractor / 3055 Clearview Way ~ San Mateo, CA (solar install.)
- B. **TESLA MOTORS, INC.** – General / Gigafactory Electric Avenue (manufacturing) **TRI**
- C. **SEQUEL ELECTRICAL SUPPLY, LLC** – 1425 4th Street ~ Meridian, MS (electrical contractor)
- D. **EDWARDS ELECTRIC SERVICE, LLC** – 6222 St. Louis Street ~ Meridian, MS (electrical contractor)
- E. **SMITH STORAGE SYSTEMS** – 18875 Mesquite Avenue ~ Reno (racking installer)
- F. **STEPHON'S MOBILE BISTRO** – General / 1810 Andesite Avenue ~ Reno (food truck)
- G. **IONIX, LLC** – General / 3033 Waltham Way, Unit 5 (metal fabrication) location change **TRI**
- H. **RICH DOSS, INC.** – General / 201 Wild Horse Canyon Drive (transportation) **MCC**

Inspection Required

ec: Chris Hood, Building Dept.
Austin Osborne, Planning Dept.
Dean Haymore, Economic Dev.

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

Sheriff's Office
Kris Wilkison
Jessie Fain