



# STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

TUESDAY, JUNE 16<sup>TH</sup>, 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 46<sup>th</sup> 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 4<sup>th</sup> 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.

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#### 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 ☐

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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 1<sup>ST</sup>, 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 4<sup>th</sup> 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 1<sup>st</sup>.
- 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 14<sup>th</sup>.
- 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 16<sup>th</sup>. 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 18<sup>th</sup> 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 6<sup>th</sup> 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 possibility 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](mailto: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](mailto: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)

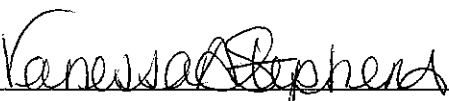
**Motion:** Continue items d., i., and j. **Action:** Approve, **Moved by:** Vice Chair Gilman, **Seconded by:** Chair McBride, **Vote:** Motion carried by unanimous vote (**summary:** Yes=2)

### **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/<br>DD # | Emp #/<br>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/<br>DD # | Emp #/<br>Ded # | Payee | Amount |
|----------------|-----------------|-------|--------|
|----------------|-----------------|-------|--------|

|                                |  |  |            |
|--------------------------------|--|--|------------|
| 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

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FINAL

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

| Check/<br>DD # | Emp #/<br>Ded # | Payee | Amount |
|----------------|-----------------|-------|--------|
|----------------|-----------------|-------|--------|

|                                |  |  |           |
|--------------------------------|--|--|-----------|
| 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  
TOTAL

CHECK  
NUMBER

VENDOR

INVOICE DESCRIPTION

P/O #

DATE

TRANS#

AMOUNT

82269 ADVANCED DATA SYSTEMS INC

82270 ALL STAR RENTS

82271 ALSICO INC

82272 APPLE TIME INC

82273 ARDAGH GROUP

82274 ASEM DISTRIBUTING INC

82275 AT&T MOBILITY II LLC

82276 AT&T TELECONFERENCE SERVI

82277 BENDER, DEBORAH

82278 BERRY ENTERPRISES

82279 BURRELL, SCOTT LEWIS

82280 CAPITAL CITY AUTO PARTS

82281 CARSON SMALL ENGINES

82282 CARSON VALLEY OIL CO INC

82283 CELLCO PARTNERSHIP

ENHANCEMENTS  
MONTHLY SUPPORT

CONCRETE & BARREL RENT

ST 71 LAUNDRY  
ST 72 LAUNDRY  
ST 74 LAUNDRY  
SHOP  
SHOP  
CH

CHILD ID KITS

PERMIT FEE REFUND

ST.2-SM BAY HTR-P SWITCH

INTERNET FOR IPADS

32814533-00001

MAY 7-20, 2015

RADIO REPAIR  
RADIO REPAIR  
RADIO REPAIR

MAY 7-20, 2015

STOCK-FILTERS  
FR51811-LIFT SUPPORT  
FR51842-BR CONTR,WIREKIT  
FW58903-EXHAUST GASKET  
STOCK-FILTER  
PW58903-HOOD CTCH BRKT  
STOCK FILTER  
PW58903 EX GASKET  
SHOP-CAR WASH

LW MOWER

PW-UNL & DSL  
VCH-DSL

INV 9745161099 MAY WIFI  
772263062-00001 IPAD  
PLANT  
772263062-00001 IPAD  
9745513032 BC IPAD  
9745514926 CHIEF/FP IPADS  
242068667-00001  
IT IPAD  
CELL DATA FOR IPAD

2,000.00  
1,540.00

153.96

13.84  
8.77  
10.52  
45.69  
50.79  
36.80

559.93

108,500.00

35.20

97.50

20.74

180.00

284.00  
12.00  
88.00

9.00  
307.50

35.34  
67.98  
120.98  
14.69  
14.89  
9.18  
11.49  
14.69  
68.94

62.75

2,338.68  
610.45

40.01  
40.01  
20.02  
246.28  
40.01  
120.03  
64.10  
80.02  
40.01

3,540.00

153.96

166.41  
559.93

108,500.00

35.20

97.50

20.74

180.00

384.00

316.50

358.18  
62.75

2,949.13

40.01  
40.01  
20.02  
246.28  
40.01  
120.03  
64.10  
80.02  
40.01



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| 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    |



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| 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      |
| 82303 GREAT BASIN TERMITE & PES | 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    |
| 82304 HD SUPPLY FACIL MAINT LTD | ST 71 PEST CONTROL        |       | 5/29/15 | 73071  | 65.00    |             |
| 82305 HENRY SCHEIN              | ST 72 PEST CONTROL        |       | 5/29/15 | 73071  | 65.00    |             |
| 82306 HIGH DESERT MICROIMAGING  | LMSC- QUARTERLY SERVICE   |       | 5/29/15 | 72986  | 65.00    | 195.00      |
| 82307 HISTORIC FOURTH WARD SCHO | SWR PLINT-TUBING,DRUM PMP |       | 5/29/15 | 72998  | 2,218.02 | 2,218.02    |
| 82308 HOME DEPOT CREDIT SERVICE | EMS SUPPLIES              |       | 5/29/15 | 73072  | 663.42   | 663.42      |
|                                 | FILM-IMG BK 70-78         |       | 5/29/15 | 73030  | 1,044.29 |             |
|                                 | IMG-FILM 121711-122028    |       | 5/29/15 | 73030  | 355.49   | 1,399.78    |
|                                 | MAY 7-20, 2015            |       | 5/29/15 | 73034  | 84.00    | 84.00       |
| 82309 HOT SPOT BROADBAND INC    | 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      |
| 82310 IRON MOUNTAIN INFO MGT IN | ST 72 INTERNET            |       | 5/29/15 | 73060  | 82.50    |             |
| 82311 IT1 SOURCE LLC            | 6/2/15 - 7/1/15           |       | 5/29/15 | 73035  | 120.00   | 202.50      |
| 82312 JBP LLC                   | 1/2 SHRED BIN CONSOLE     |       | 5/29/15 | 72972  | 506.26   | 506.26      |
|                                 | EVOLIS RIBBON             |       | 5/29/15 | 73039  | 71.77    |             |
|                                 | APPASSURE RENEWAL         |       | 5/29/15 | 73062  | 839.16   | 910.93      |
| 82313 JUDGE EDWARD R JOHNSON    | KW704-FUEL INJ            |       | 5/29/15 | 72990  | 4,250.16 |             |
| 82314 KIECHLER, CHRISTIAN A     | 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    |
|                                 | MAY 7-20, 2015            |       | 5/29/15 | 73016  | 368.07   | 368.07      |
| 82315 L N CURTIS & SONS         | KLINGLER SHIELD           |       | 5/29/15 | 73036  | 8.00     |             |
| 82316 LESTER, LARRY & TAMMIE    | GATES/GATE WHEEL/FAIRGRND |       | 5/29/15 | 73036  | 621.00   | 629.00      |
| 82317 LEE JOSEPH INC            | HICKS, CERT POOL OPERATOR |       | 5/29/15 | 73073  | 102.75   | 102.75      |
| 82318 LIQUID BLUE EVENTS LLC    |                           |       | 5/29/15 | 73038  | 342.00   | 342.00      |
| 82319 LIQUID BLUE EVENTS LLC    |                           |       | 5/29/15 | 72992  | 270.00   | 270.00      |
|                                 |                           |       | 5/29/15 | 73040  | 1,000.00 | 1,000.00    |



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| 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<br>BEEKEEPER 3 YR SERVICE   |       | 5/29/15 | 72997  | 26,178.00<br>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 | 73083  | 62.22  |                       |
| 82326 MORGAN TIRE OF SACRAMENTO | FAIRGROUNDS SEATING  |       | 5/29/15 | 73019  | 177.68   | 280.97                |
| 82327 MPS DENTAL LLC            | PW58903-TIRES<br>WATER TRUCK-TIRES<br>JD LOADER- TRES  |       | 5/29/15 | 72995  | 25.51<br>10,000.00<br>467.76<br>150.00<br>6,499.80 | 10,000.00<br>7,117.56 |
| 82328 NATIONAL BUSINESS FACTORS | INMATE DENTAL, FREED<br>INMATE DENTAL, ROBBINS<br>ROBBIS-IND INMATE DENTAL<br>INMATE DENTAL, STALDER |       | 5/29/15 | 73054  | 782.00<br>1,074.25<br>355.75<br>105.00             | 2,317.00              |
| 82329 NEV ADMIN BLDG & GROUNDS  | COBAIN, GARNISHMENT  |       | 5/29/15 | 73046  | 270.04   | 270.04                |
| 82330 NEV DIV ENVIRONMENT PROTE | APRIL WATER PURCHASE   |       | 5/29/15 | 72993  | 5,011.36   | 5,011.36              |
| 82331 NEV LEGISLATIVE COUNSEL   | GH SEPTIC PERMIT 7/1-6/30<br>WWTP PERMIT   |       | 5/29/15 | 73004  | 300.00<br>1,914.00                                 | 2,214.00              |
| 82332 NEV RURAL REGIONAL CENTER | MARCH MEDICAID GAVENDA   |       | 5/29/15 | 73081  | 620.00   | 620.00                |
| 82333 NEVADA RURAL COUNTY RSVP  | CDBG FINAL OUTREACH  |       | 5/29/15 | 72975  | 254.99   | 254.99                |
| 82334 NOVI AND WILKIN           | CASE#14CR000451F   |       | 5/29/15 | 73006  | 726.46   | 726.46                |
| 82335 OFFICE DEPOT INC          | FILE FOLDERS   |       | 5/29/15 | 73015  | 300.00   | 300.00                |
| 82336 OFFSITE DATA DEPOT, LLC   | CLERK OFFICE   |       | 5/29/15 | 73027  | 11.14  | 11.14                 |
| 82337 OWENS EQUIPMENT SALES     | SWEPPER-BROOM<br>SWEPPER-BROOMS  |       | 5/29/15 | 72971  | 312.58   | 312.58                |
| 82338 PETRINI, ANGELO D         | MAY 7-20, 2015   |       | 5/29/15 | 72996  | 681.41<br>1,983.87                                 | 2,665.28              |
| 82339 PHYSIO CONTROL INC        | EMS SUPPLIES   |       | 5/29/15 | 73048  | 40.00  |                       |
| 82340 PICTOMETRY                | EMS SUPPLIES   |       | 5/29/15 | 73048  | 72.00  | 112.00                |
| 82341 PROFESSIONAL FINANCE CO I | 2015 SPRING FLIGHT   |       | 5/29/15 | 73075  | 119.24<br>320.00                                   | 439.24                |
|                                 |  |       | 5/29/15 | 73079  | 24,635.00  | 24,635.00             |







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| 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 NOWEX<br>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       |             |
| 82364 WHITTEN, PAT              | LOBBYIST SERVICES         |       | 5/29/15 | 72970  | 1,666.00     | 1,808.00    |
| 82365 WOOD, CORLISS             | LOCKWOOD MEALS APRIL 2015 |       | 5/29/15 | 73007  | 1,940.93     | 1,940.93    |
| 82366 3D CONCRETE INC           | 5-7-15 NEVADA FOOD TRUCK  |       | 5/29/15 | 73010  | 49.01        | 49.01       |
|                                 | 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<br>TYPED CHECKS REGISTER |                |               |          | DESCRIPTION        |
|--|----------------|---------------|----------|--------------------|
| AMOUNT                                 | CHECK<br>TOTAL | CHECK<br>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*  
5.27.15  
COMPTROLLER





## 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







TREASURER  
2010/2011

| TREASURER       | 001<br>GENERAL | 001-500<br>INDUST GID | 150<br>SCH OP | 160<br>SCH DB | 060<br>CAP AQU | 170<br>STATE | 010<br>IND MED | 185<br>IND ACC | 001<br>YOUTH | 250<br>FIRE/EMER | 200<br>TRI Payback | 001<br>PENALTIES | 001-34104<br>A/R 6% | 001-36506<br>OVRPMT | 165<br>A/R 2% | TOTAL         |
|-----------------|----------------|-----------------------|---------------|---------------|----------------|--------------|----------------|----------------|--------------|------------------|--------------------|------------------|---------------------|---------------------|---------------|---------------|
| 2010/2011       |                |                       |               |               |                |              |                |                |              |                  |                    |                  |                     |                     |               | \$ -          |
| 2011/2012       | \$ 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           | \$ 4,383.23   | \$ 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     | \$ 220,328.16 |



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 | 81511   | 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  
1 Through 999999  
Check# 0/00/00 - 5/31/15  
From Check Date Amount

| 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    | 24,635.00 |
| CK | 82339   | 199 00   | 102639   | PHYSIO CONTROL INC         |      | 5/29/15    | 292.46    |
| CK | 82340   | 199 00   | 403791   | PICOTOMETRY                |      | 5/29/15    | 2,576.59  |
| CK | 82341   | 199 00   | 404064   | PROFESSIONAL FINANCE CO I  |      | 5/29/15    | 3,300.00  |
| CK | 82342   | 199 00   | 100348   | PURCELL TIRE & RUBBER CO   |      | 5/29/15    | 1,967.80  |
| CK | 82343   | 199 00   | 404398   | RAD STRATEGIES INC         |      | 5/29/15    | 139.15    |
| CK | 82344   | 199 00   | 402937   | RAY MORGAN CO INC (CA)     |      | 5/29/15    | 6,242.07  |
| CK | 82345   | 199 00   | 103241   | SBC GLOBAL SERVICES IN LD  |      | 5/29/15    | 25,028.57 |
| CK | 82346   | 199 00   | 101210   | SBC GLOBAL SERVICES INC    |      | 5/29/15    | 1,592.85  |
| CK | 82347   | 199 00   | 101761   | SHERMAN AND HOWARD LLC     |      | 5/29/15    | 52.50     |
| CK | 82348   | 199 00   | 101595   | SIERRA CHEMICAL COMPANY    |      | 5/29/15    | 30.33     |
| CK | 82349   | 199 00   | 403923   | SILVER STATE NATIONAL PEA  |      | 5/29/15    | 567.50    |
| CK | 82350   | 199 00   | 103447   | SPRINT SPECTRUM LP         |      | 5/29/15    |           |
| CK | 82352   | 199 00   | 403892   | SON 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 ☐

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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

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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 46<sup>th</sup> 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, 28<sup>th</sup> 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 30<sup>th</sup> 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 &amp; 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 &amp; 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, 28<sup>th</sup> 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 7<sup>th</sup> 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 <sup>th</sup> | 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

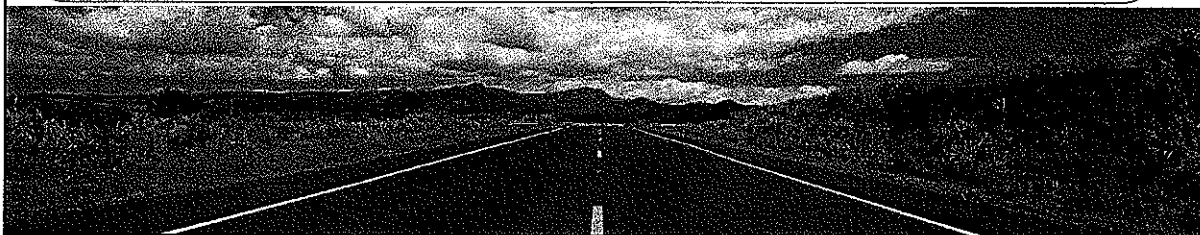
## Introductions

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

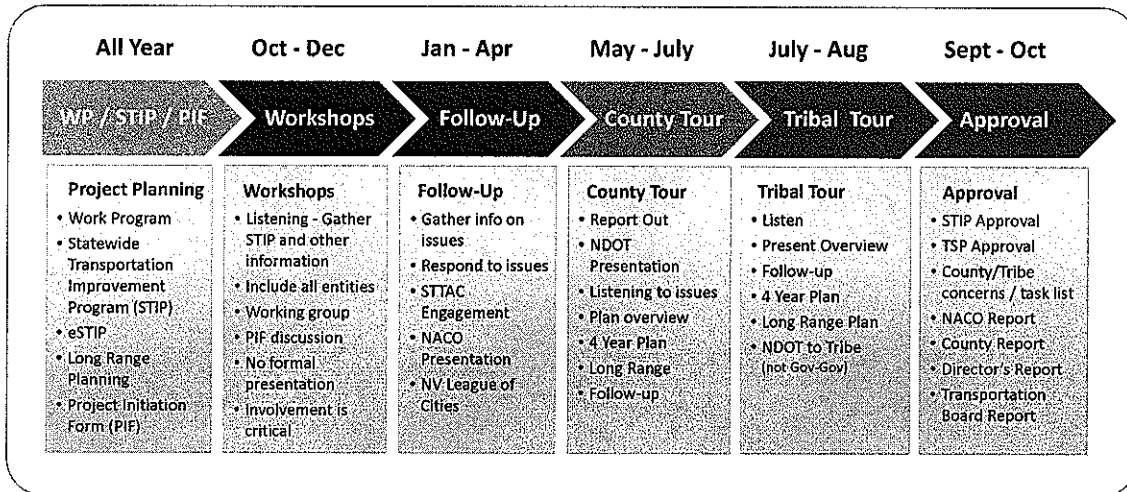
**Tracy Larkin-Thomason**  
Deputy Director





## NDOT LOCAL GOVERNMENT PLANNING

Annual Communication Rhythm



## Priority One - SAFETY

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

Next 3 slides

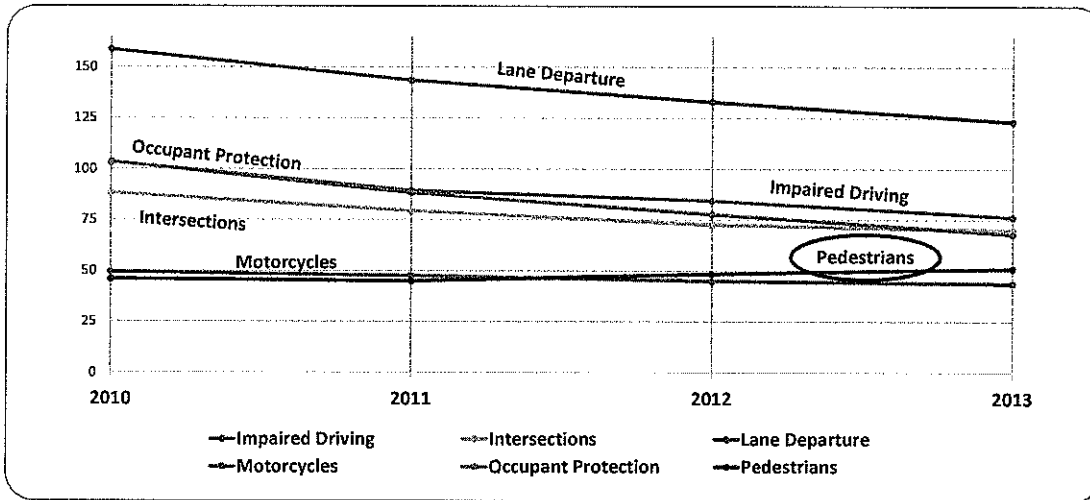
- Statewide Crash Data
- Crash Density Map
- Storey County Crash Report





## State-Wide Nevada fatalities by Critical Emphasis Area

5 Year Rolling Average



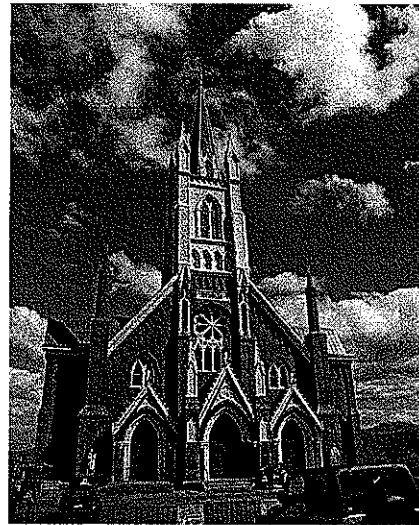
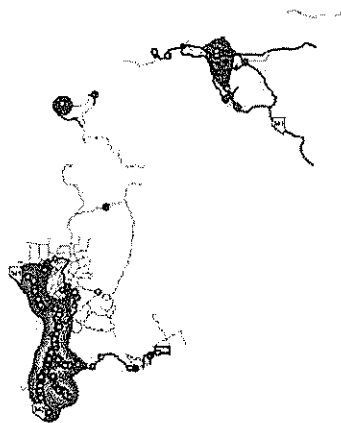
## Storey County 5 Year Crash Density Map

### 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



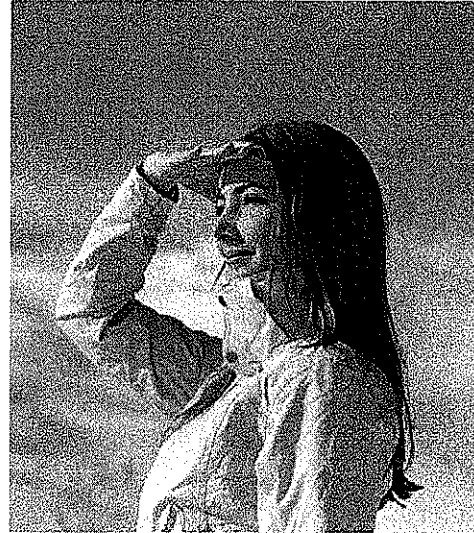
## FY16 Storey County Work Program

| 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](http://www.nevadadot.com/pif)
- ◇ Transportation Alternative Program  
- [www.nevadadot.com/tap](http://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**

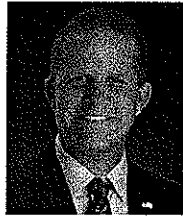
As one NDOT, our employees are key to successfully accomplishing our mission.

- 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



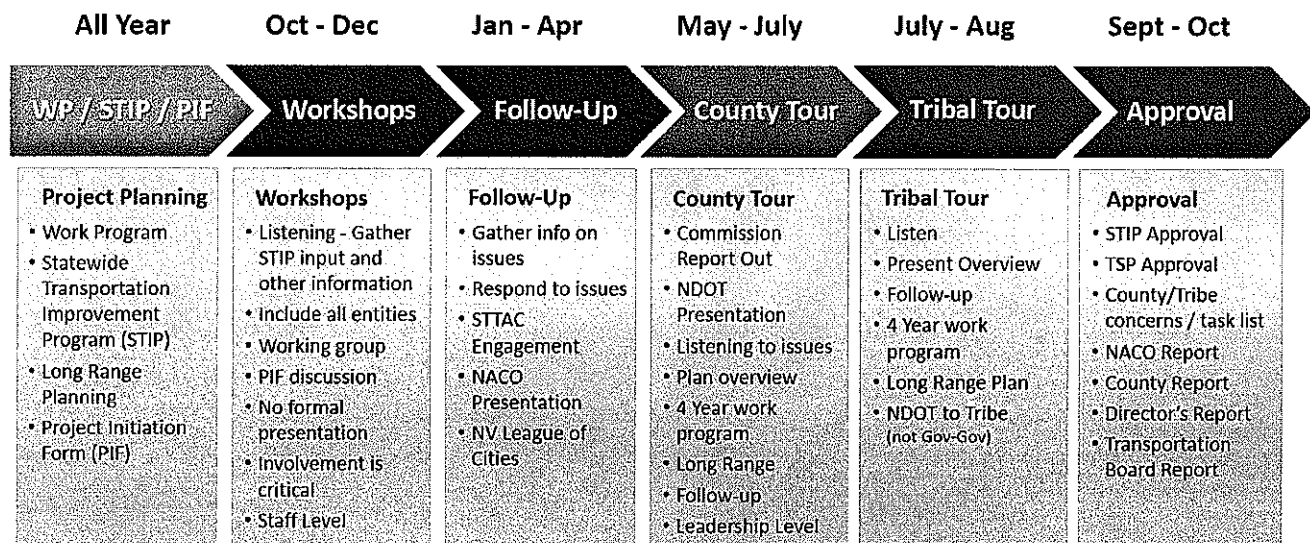


## NDOT County Consultation Process

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*

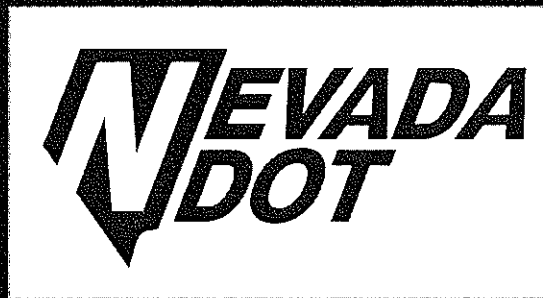


NDOT has chosen to perform annual Workshops and Tribal Consultation visits to specific locations in Nevada and has planned County Tour consultation visits to each of the 17 counties across the State. NDOT will also work directly with the FHWA and the Bureau of Indian Affairs (BIA) to annually update 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<br>Crashes | 2015<br>Crashes | %<br>CHANGE | 2014<br>Fatalities | 2015<br>Fatalities | %<br>Change | 2014<br>Alcohol<br>Crashes | 2015<br>Alcohol<br>Crashes | %<br>Change | 2014<br>Alcohol<br>Fatalities | 2015<br>Alcohol<br>Fatalities | %<br>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<br>Vehicle<br>Occupants | 2015<br>Vehicle<br>Occupants | %<br>Change | 2014<br>Peds | 2015<br>Peds | %<br>Change | 2014<br>Motor.<br>Cyclist | 2015<br>Motor-<br>Cyclist | %<br>Change | 2014<br>Bike | 2015<br>Bike | %<br>Change | 2014<br>Other<br>moped,<br>atv | 2015<br>Other<br>moped,<br>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

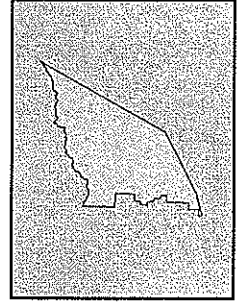
- FATAL
- ⊙ INJURY
- NON-INJURY



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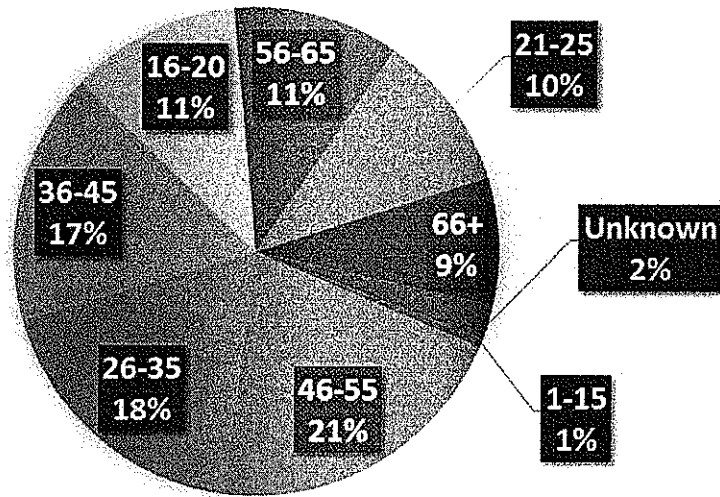
Traffic Safety  
Engineering Division



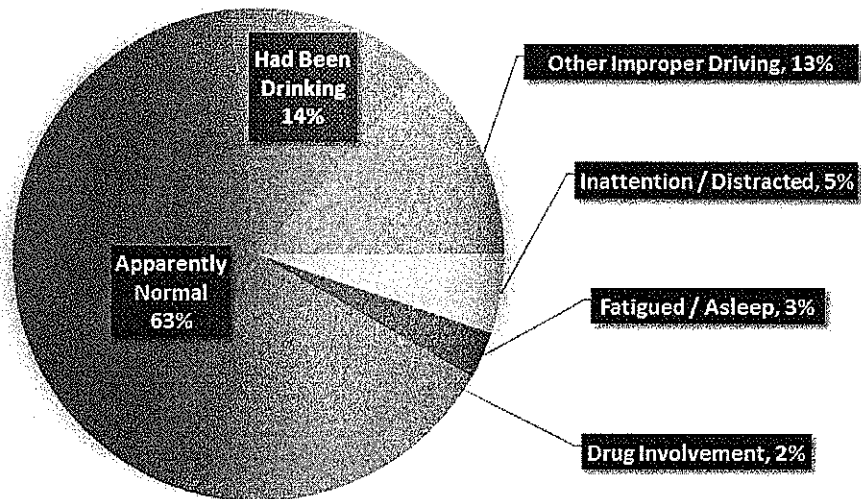


## Storey County 5 Year Crash Data

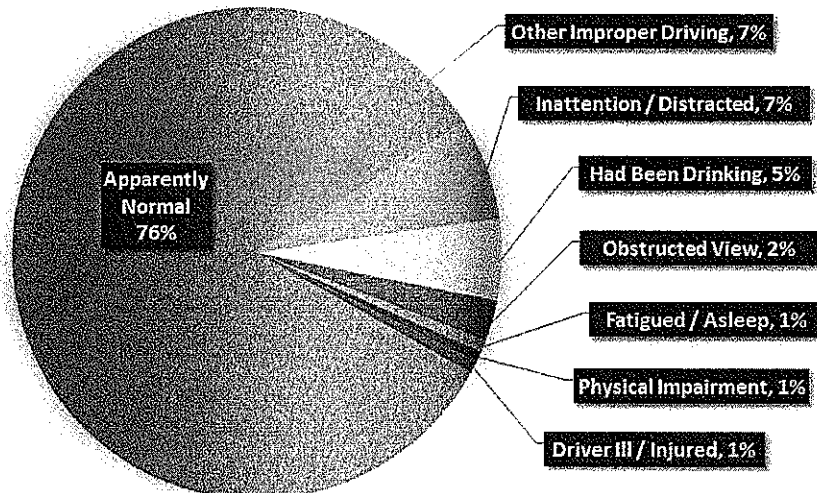
Storey County: Age Ranges of All Drivers in Crashes



Storey County: Driver Factors in Injury Crashes



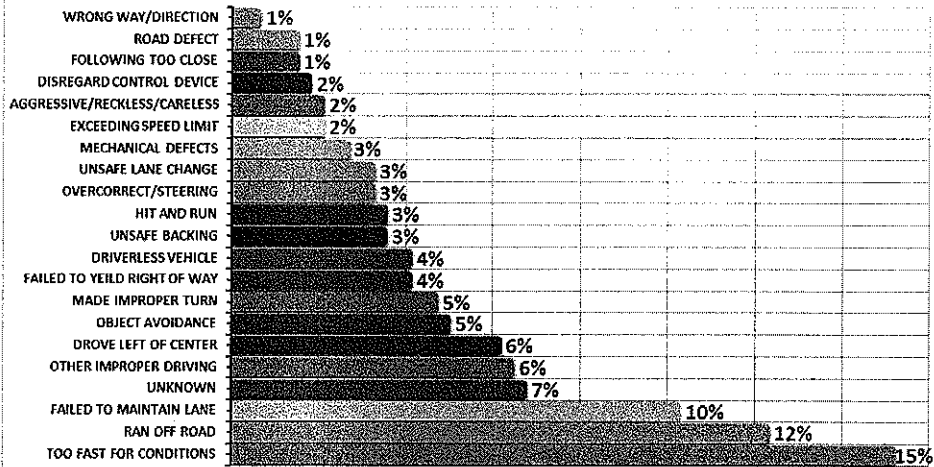
Storey County: Driver Factors in Non-Injury Crashes



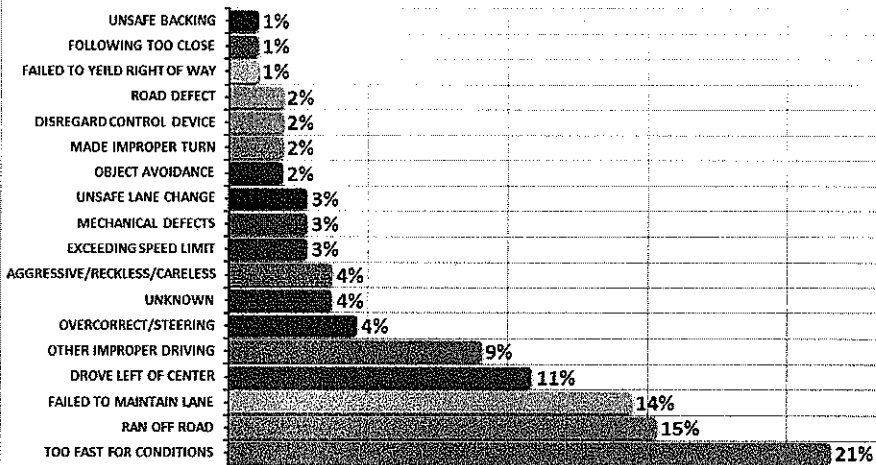


# Storey County 5 Year Crash Data

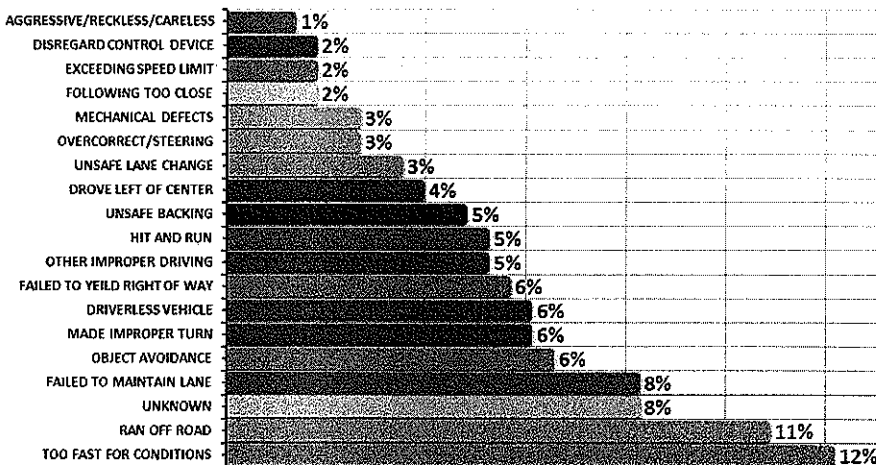
Storey County: Vehicle Factors in All Crashes



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](http://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](http://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](http://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

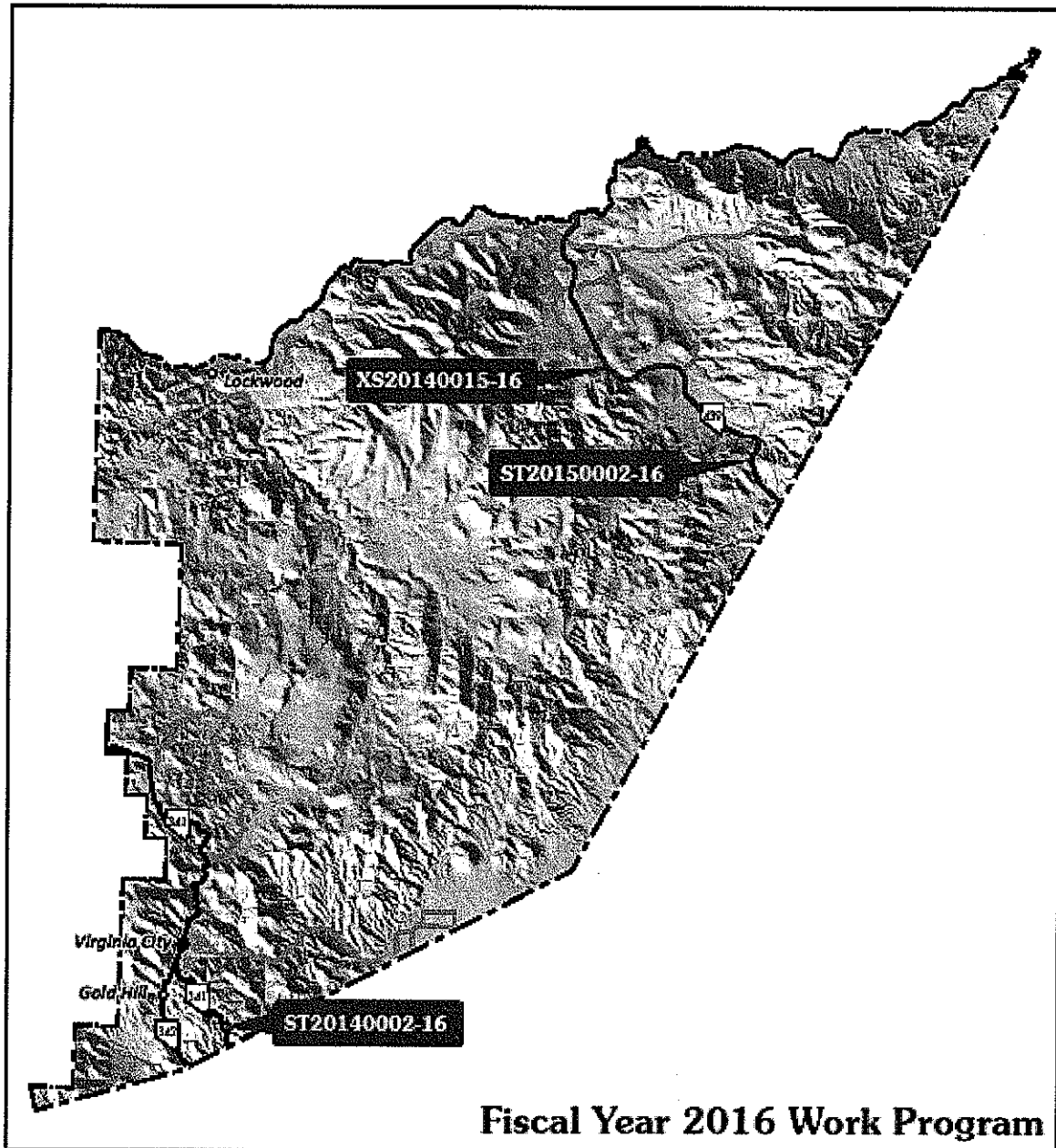


# FY16 Work Program





## NDOT Projects: Storey County



**Fiscal Year 2016 Work Program**

Prepared by:  
Nevada Department of Transportation  
April, 2015



This Map is for display purposes only.  
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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

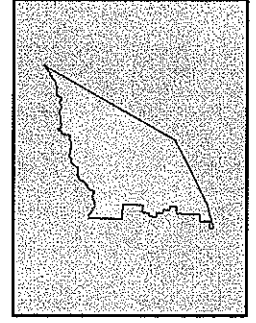
- FATAL
- ⊙ INJURY
- NON-INJURY



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**NEVADA**  
**NDOT**

**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](http://www.vchpoa.org)

April 28, 2015

To the Board of Commissioners, Storey County Nevada:

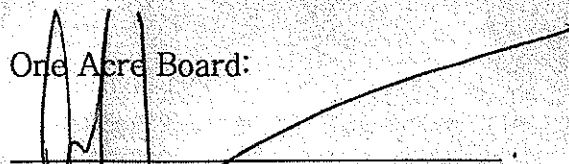
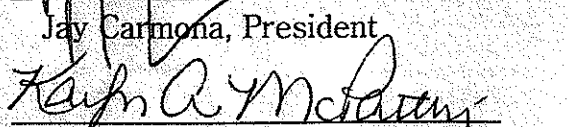
The One Acre and Ten Acre Associations in the Virginia City Highlands would like to request that the \$10,000 granted to our area for fiscal year 2014-2015 be used to offset the cost of repairing Cartwright Road.

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.

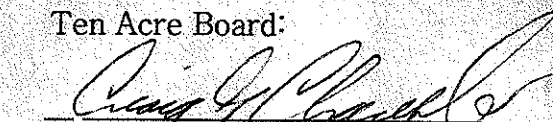
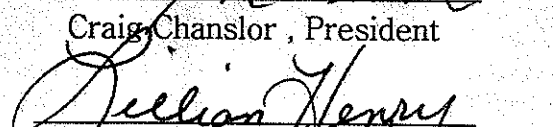
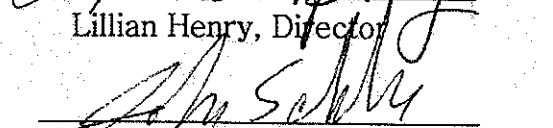
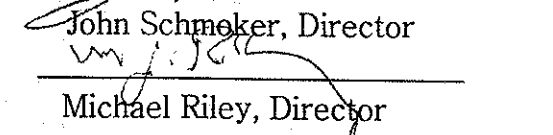
Below are the signatures of all board members from both Associations that attended the April board meetings.

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 [X] 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      |
|          |                    |          |      | Total Cost                 | Total Cost                | Total Cost     |
| 1        | Mark Twain Estates | 15,000   | SY   | \$3.97                     | \$6.00                    | \$4.99         |
|          |                    |          |      | \$59,550.00                | \$90,000.00               | \$74,775.00    |
| 2        | VC Highlands       | 81,000   | SY   | \$3.95                     | \$4.32                    | \$4.14         |
|          |                    |          |      | \$319,950.00               | \$349,920.00              | \$334,935.00   |
| 3        | Virginia City      | 67,000   | SY   | \$3.98                     | \$5.19                    | \$4.59         |
|          |                    |          |      | \$266,660.00               | \$347,730.00              | \$307,195.00   |
| 4        | TRI Center         | 97,000   | SY   | \$4.11                     | \$5.39                    | \$4.75         |
|          |                    |          |      | \$398,670.00               | \$522,830.00              | \$460,750.00   |
| 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



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**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](mailto: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**  
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## 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

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#### 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<br>"Mark Twain Estates" | Type II Rapid Setting Slurry Seal with 3/8 chip seal , complete and in place at<br><u>Three dollars ninety seven cents</u><br>per SY | \$ <u>3.97</u> | \$ <u>59,550.00</u>  |
| 2.       | 81,000 Square Yards<br>"VC Highlands"       | Type II Rapid Setting Slurry Seal with 3/8 chip seal , complete and in place at<br><u>Three dollars ninety five cents</u><br>per SY  | \$ <u>3.95</u> | \$ <u>319,950.00</u> |
| 3.       | 67,000 Square Yards<br>"Virginia City"      | Type II Rapid Setting Slurry Seal with 3/8 chip seal , complete and in place at<br><u>Three dollars ninety eight cents</u><br>per SY | \$ <u>3.98</u> | \$ <u>266,660.00</u> |
| 4.       | 97,000 Square Yards<br>"TRI Center"         | Type III Rapid Setting Slurry Seal with 1/2 chip seal , complete and in place at<br><u>Four dollars eleven cents</u><br>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;







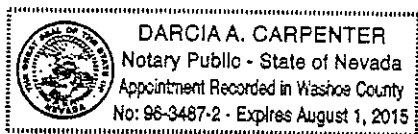
I declare under penalty of perjury that the information provided in this Affidavit is true and correct.

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 27<sup>th</sup> 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

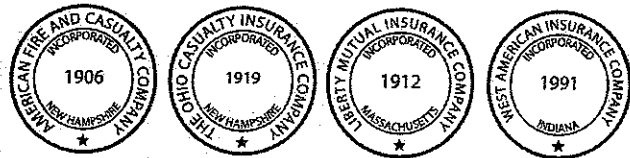
Liberty Mutual Insurance Company  
West American Insurance Company

**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.

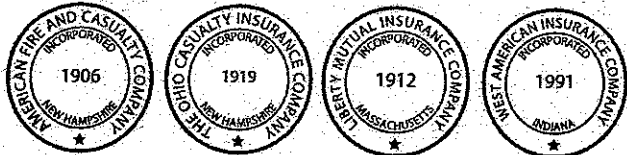
**ARTICLE XIII - Execution of Contracts** - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, 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.)<br>slurry seal, micro seal, chip seal, traffic control | (Remaining percentage of work not subcontracted.)<br><br>98.5% | (Prime Contractor)<br>Sierra Nevada Construction, Inc.<br>PO Box 50760<br>Sparks, Nevada 89435<br>#25565 |
| 2. striping   | 1.5%   | (Subcontractor)<br>Intermountain Slurry Seal Inc.<br>1005 Terminal Way, Suite 220, Reno, NV 89502        |
| 3.  |  | (Subcontractor) 775-358-1355<br>#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.)<br>slurry seal, micro seal, chip seal, traffic control | (Remaining percentage of work not subcontracted:)<br>98.5% | (Prime Contractor)<br>Sierra Nevada Construction, Inc.<br>PO Box 50760<br>Sparks, Nevada 89435<br>#25565 |
| 2. striping   | 1.5%   | (Subcontractor)<br>Intermountain Slurry Seal Inc.<br>1005 Terminal Way, Suite 220, Reno, NV 89602        |
| 3.  |  | (Subcontractor) 775-358-1355<br>#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.)<br><br>slurry seal, micro seal, chip seal, traffic control | (Remaining percentage of work other than supplies:)<br><br>N/A | (Prime Contractor)<br><br>Sierra Nevada Construction, Inc.<br>PO Box 50760<br>Sparks, Nevada 89435<br>#25565 |
| 2. slurry/micro emulsion   | 14.4%  | (Supplier) Alon Asphalt 916-539-0100<br>10090 Waterman Road<br>Elk Grove, CA 95624                           |
| 3. high float chip emulsion  | 31%  | (Supplier) Western Emulsions 949-248-8020<br>3 Monarch Plaza, Ste 210<br>Dana Point, CA 92629                |
| 4. 3/8" chip aggregate   | 1.7%   | (Supplier) 3D Concrete/Dayton Aggregates<br>20 Ricci Road 775-246-5440<br>Dayton, NV 89403                   |
| 5. 1/2" chip aggregate   | 1.4%   | (Supplier) Gopher Construction<br>1625 E. Newlands 775-575-4353<br>Fernley, NV 89408                         |
| 6. type 2/type 3, slurry aggregates  | 3.4%   | (Supplier) Martin Marietta 775-428-4455<br>11059 Pyramid Way<br>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



Address:

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**6. TYPE OF ORGANIZATION:**

☐ SOLE PROPRIETORSHIP

Name of Owner:

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Doing Business As:

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Date of Organization:

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☐ PARTNERSHIP

Date of Organization:

---

Type of Partnership:

---

Name of General Partner(s):

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☒ CORPORATION

State of Organization:

Nevada

---

Date of Organization:

3/2/88

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Executive Officers:

- President:

Kevin L. Robertson

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- Vice President(s):

Craig D. Holt

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- Treasurer:

Marc T. Markwell

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- Secretary:

Marc T. Markwell

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☐ LIMITED LIABILITY COMPANY

State of Organization:

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Date of Organization:

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EJCDC® C-450, Qualifications Statement.

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Members:

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☐ JOINT VENTURE

Sate of Organization:

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Date of Organization:

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Form of Organization:

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Joint Venture Managing Partner

- Name:

---

- Address:

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Joint Venture Managing Partner

- Name:

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- Address:

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Joint Venture Managing Partner

- Name:

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- Address:

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**7. LICENSING**

Jurisdiction:

Nevada

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Type of License:

Contractors License

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License Number:

25565

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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 Drachos          | 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            | Mohsen 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                     | \$244,563.00    | 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  | Driveway 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       | Gary 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 (Brillibly) | \$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                        | \$1,329,007.00  | 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                       | 6/15/2012       | 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 Lantini       | (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 Lantini       | (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                       | 1/23/2012       | 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                       | 10/31/2011      | Shane Glen          | (775) 329-0407 | 1465 West 4th Street, Reno NV 89503                |
| California Department of Transportation   | Caltrans 03-4M1504 Sierraville Rt. 89           | \$2,757,007.00  | Street Reconstruction                       | 10/1/2011       | Michelle Dennis     | 775-348-0171   | 1105 Terminal Way Ste 108, Reno, NV 89502          |
| PAR Electrical                            | RTC TE Spot - Par Electrical                    | \$1,459,007.00  | Chip Seal/Slurry Seal                       | 9/30/2011       | Gary Fred           | (775) 577-5011 | 3590 Graham Avenue, Silver Springs, NV 89429       |
| Regional Transportation Commission        | Reno Consolidated 10-03 Lakeside                | \$20,600.00     | Chip Seal                                   | 9/20/2011       | Otis W. Tipton, III | (775) 738-5036 | 994 River Street, Elko, NV 89801                   |
| Lyon County                               | Lyon County RTC Chip Slurry                     | \$1,186,007.00  | Street Reconstruction                       | 9/20/2011       | Jaret Montplaisir   | (530) 682-5837 | 1727 - 30th Street, Sacramento, CA 95816           |
| Elko County Public Works                  | Harrison Pass Chip Seal                         | \$880,561.00    | Apron Paving & Reconstruction               | 8/26/2011       | Sherry Miller       | 530-542-6182   | 1901 Airport Rd., #100, South Lake Tahoe, CA 96150 |
| California Department of Transportation   | Caltrans 09-348204 Rte 89 Coleville             | \$589,724.57    | Asphalt Maintenance                         | 6/22/2011       | William Falconi     | (916) 373-1500 | P.O. Box 98331, West Sacramento CA 95798           |
| City of South Lake Tahoe                  | South Lake Tahoe Airport Phase 3                | \$399,351.00    | Street Reconstruction                       | 6/1/2011        | Khaili Wilson       | 775-321-8354   | P.O. Box 1900, Reno, NV 89505                      |
| Valley Slurry Seal                        | RTC 2011 Preventative Maintenance - VSS         | \$1,895,007.00  | Street Reconstruction                       | 6/1/2011        | Steve Bonicatto     | 775-852-9802   | 9655 Double R Blvd Ste 100, Reno, NV 89521         |
| City of Nevada City                       | Nevada City Paving and Reconstruction           | \$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  |
| City of Reno                              | City of Reno 2011 Unit 1                        |                 |   |                 |                     |                |  |
| Sundt Construction, Inc.                  | Mammoth Lakes Courthouse                        |                 |   |                 |                     |                |  |
| 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 95816           |
| 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   | 1355 Capital Blvd., 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    | Chip Seal                           | 8/13/2010  | Alfredo Lansangan   | 505-842-3403   | 1323 Club Drive, Vallejo, CA 94592               |
| Regional Transportation Commission      | S. Virginia/Kietzke Lane                  | \$1,349,507.00  | 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 Riley          | 775-635-2885   | 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    | Chip 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



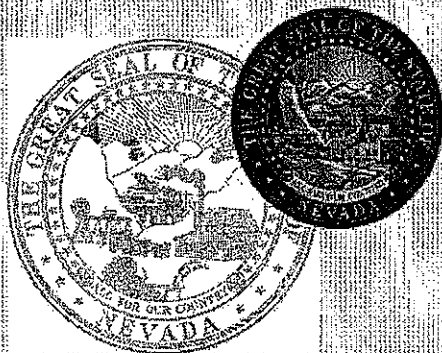
## NEVADA STATE BUSINESS LICENSE

**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. CEGAUSKE  
Secretary of State

***You may verify this license at [www.nvsos.gov](http://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 Duffin - County Clerk's Assigned Administrator

**Please Post in Conspicuous Place**

Account # 015918

**NON-TRANSFERABLE**

(775) 847-0966 Fax (775) 847-0915 [buslic@storeycounty.org](mailto: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:**

CMK 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 ¼ 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 ½ of SE ¼ 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,<br>& September<br>daily peak limit | Remaining months<br>daily peak limit | Annual use limit<br>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 1<sup>st</sup> 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 27<sup>th</sup> 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 J. 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 24<sup>th</sup> 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  
17 Department of General Services

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

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

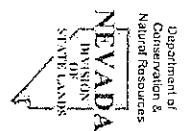
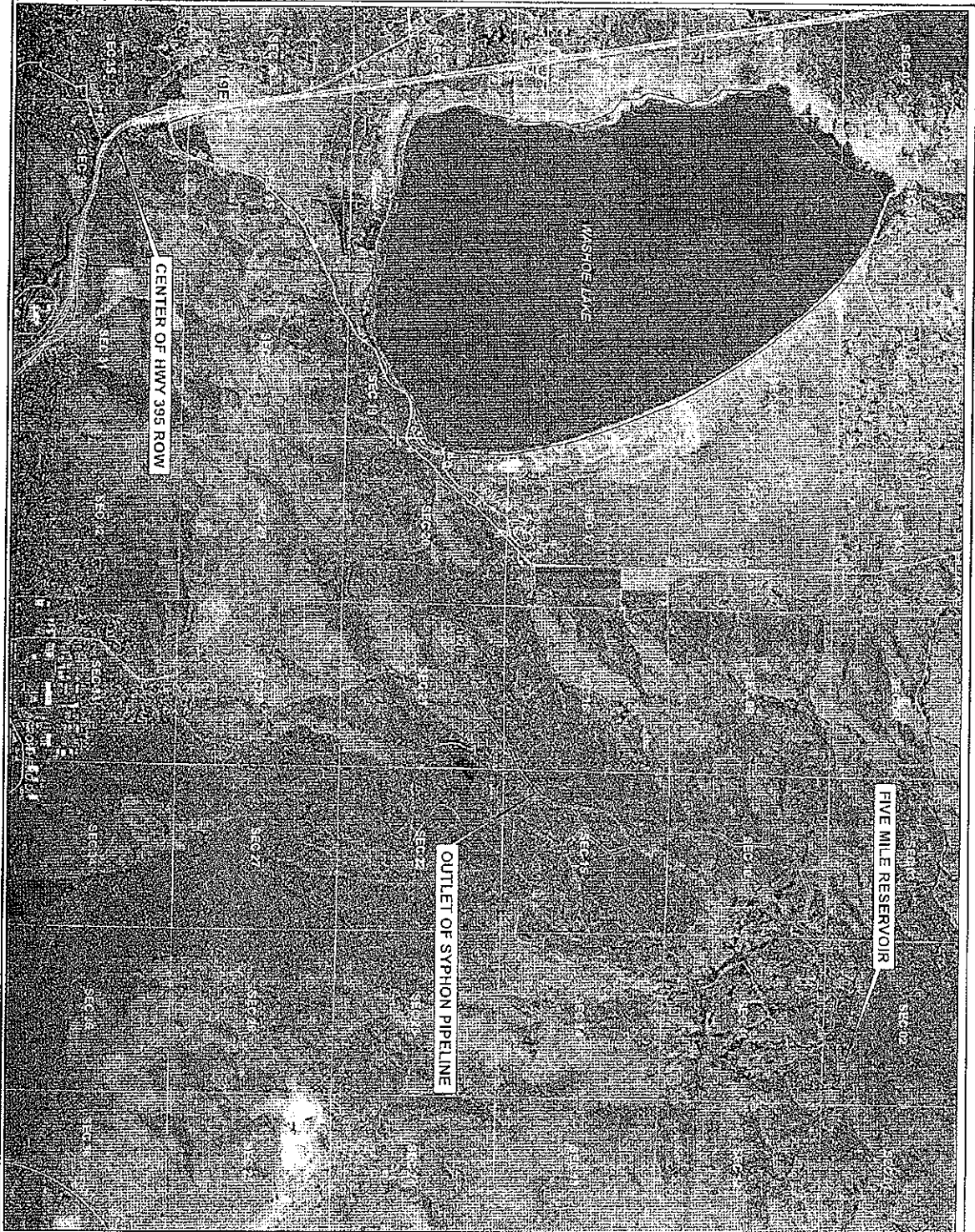
23 Floyd R. Lamb  
24 Floyd R. Lamb, Chairman  
25 Interim Finance Committee

26 By Harry Blund  
27 Chairman

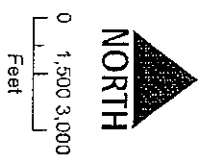


## Exhibit C





MARLETTE PIPELINE SYSTEM  
TRANSFERRED TO  
STOREY COUNTY  
EASEMENTS AND FACILITIES  
TRANSFERRED



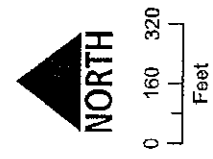
This map has been prepared for the use of the Nevada Division of State Lands for illustrative purposes only. It does not constitute a survey of the premises. No liability is assumed by the Division for accuracy or the data obtained herefrom.



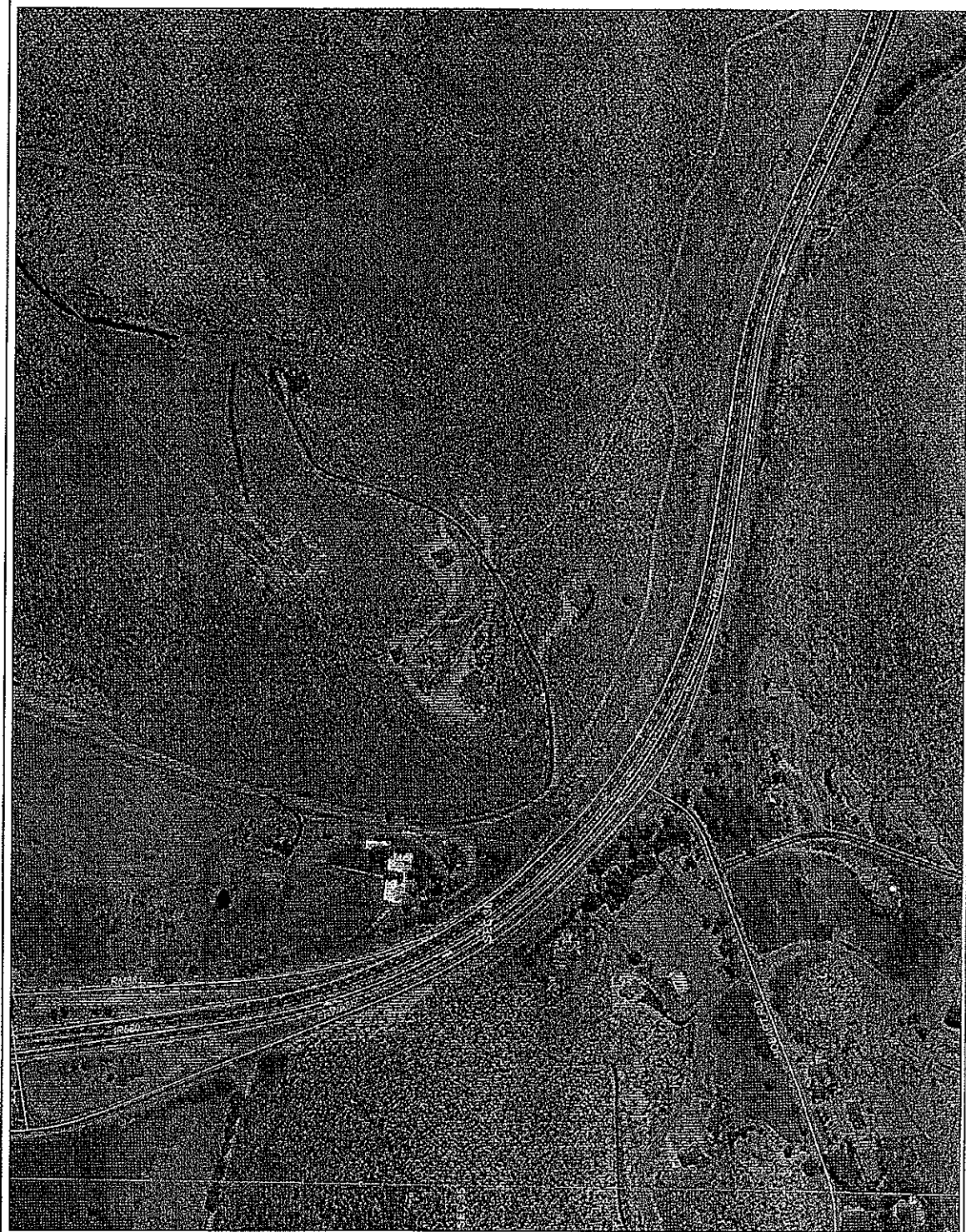


MARLETTE PIPELINE SYSTEM  
TRANSFERRED TO  
STOREY COUNTY  
WESTERN SEGMENT

□ 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* Mause 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

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## 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:**

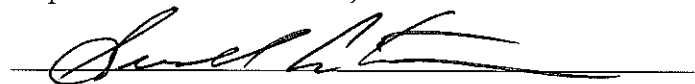
\_\_\_\_ District Attorney

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

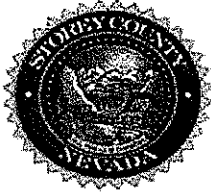
15,000 from Assessor Tech Fees (34106) (higher than anticipated current revenues)

3,000 Rents & Leases                      53027-270 Plotter Lease

12,000 Assessor Tech Acquisiton      54106    Spring Flight

|        |        |
|--------|--------|
| 15,000 | 15,000 |
|--------|--------|





## 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 15-424 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

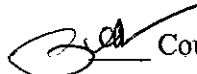
7. Legal review required:

\_\_\_\_ 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

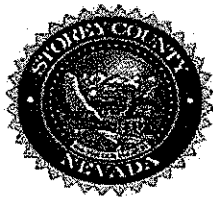
500 Refunds

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 ☒ 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> |
|----------------|----------------|





## 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 ☐

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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 |
|-----------|-----------|





## 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 ☐

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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

☐ Approved with Modifications

☐ Denied

☐ 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

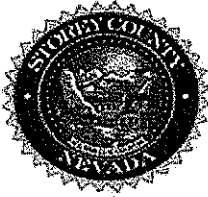
54010 Portion of new service truck, Backhoe loader

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 ☐

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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 &amp; DA C Street

635,000635,000**Fund 001 General**

312,324 from Contingency (57900) to be split between Salaries, Benefits, Service &amp; 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 ☐

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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

☐ Approved with Modifications

☐ Denied

☐ 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

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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 4<sup>th</sup> 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