STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

2/19/2019 10:00 A.M.

26 SOUTH B STREET, VIRGINIA CITY, NEVADA

AGENDA

MARSHALL MCBRIDE
CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

LANCE GILMAN
VICE-CHAIRMAN

JAY CARMONA
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 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. Pursuant to NRS 241.020 (2)(d)(6) Items on the agenda may be taken out of order, the public body may combine two or more agenda items for consideration, and the public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. 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.

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

1. **CALL TO ORDER REGULAR MEETING AT 10:00 A.M.**

2. **PLEDGE OF ALLEGIANCE**

3. **DISCUSSION/POSSIBLE ACTION:**

   Approval of the Agenda for February 19, 2019.

4. **CONSENT AGENDA**

I For possible action, approval of 1st reading for general business license for Little Hands of the Highlands (Home Daycare). Applicant Joy Evans. Place of Business: 2440 Grizzley Rd, Reno, NV 89440.

II For possible action, approval of 1st reading for general business license Union Brewery Virginia City, LLC. Applicant Lisa Mathney. Place of Business: 63 S C St., Virginia City, NV 89440.

III For possible action, approval of claims in the amount of $931,483.71.

IV For possible action, approval of Business License First Readings:
A. WINGS N THINGS, LLC - Food Truck / 1213 Jacob Ln ~ Fernley, NV
B. H & D CONSTRUCTION, LLC - Contractor / PO Box 10025 ~ Reno, NV
C. J HARRIS INDUSTRIAL - Water Services / 3151 Sturgis Road ~ Oxnard, CA
D. 295 CABLING, LLC - Contractor / 1359 Lublin Drive ~ Sparks, NV
E. PAC MACHINE CO. INC Contractor / 8570 23rd Ave ~ Sacramento, CA
F. ELKO OVERHEAD DOOR - Contractor / 1076 River Street ~ Elko, NV

V For possible action, approval of Assessor's Recommended Corrections to 2018-19 Supplemental Tax Roll for Factual Error.

VI For possible action, approval of Assessor's Recommended Corrections to Unsecured 2017-18 Tax Roll for Overassessment.

VII For possible action, approval of Assessor's Recommended Corrections 2018-19 Secured Tax Roll for Exemptions.

5. **DISCUSSION ONLY (No Action - No Public Comment): Committee/Staff Reports**

6. **BOARD COMMENT (No Action - No Public Comment)**

7. **DISCUSSION ONLY/NO ACTION:**

Switch Presentation to Virginia City Silver Bricks FIRST Robotics.

8. **DISCUSSION/POSSIBLE ACTION:**

Consideration of approval for Option and License Agreement between Storey County (Licensor) and New Cingular Wireless PCS, LLC. (Licensee), for the right to use a portion of property owned by Storey County and located at 160 East Toll Road (APN 002.023.11), Virginia City, Storey County, Nevada, for the purposes of a commercial wireless communications facility.

9. **DISCUSSION/POSSIBLE ACTION:**

Review and possible approval of Auditors Recommendations pertaining to Storey County Audit Report for the period ended June 30, 2018.

10. **RECESS TO CONVENE AS THE STOREY COUNTY LIQUOR BOARD**

11. **DISCUSSION/POSSIBLE ACTION:**

Approval of first reading for On-Sale, Off-Sale & Cabaret Union Brewery Virginia City, LLC. Applicant Lisa Mathney. Place of Business: 63 S C St., Virginia City, NV 89440.

12. **ADJOURN TO RECONVENE AS THE STOREY COUNTY BOARD OF COMMISSIONERS**

13. **DISCUSSION/POSSIBLE ACTION:**

Consideration and possible acceptance of deed of dedication from Tahoe-Reno Industrial Center, LLC a southern portion of existing Amsterdam Court at the Tahoe-Reno Industrial Center, McCarran, Storey County, Nevada.

14. **DISCUSSION/POSSIBLE ACTION:**

Consideration and possible acceptance of Grant, Bargain, and Sale Deed, that being a northern portion of existing Amsterdam Court from Sierra Pacific Power Company, doing business as NV Energy, to Storey County. The subject property is located at McCarran, Storey County, Nevada, and is described in Exhibit "A" to Grant, Bargain, and Sale deed in this report.

15. **DISCUSSION/POSSIBLE ACTION:**

Consideration and possible conveyance of Easement from Storey County (grantor) to Sierra Pacific Power Company, doing business as NV Energy (grantee), conveying a perpetual right and easement to construct, operate, add to, modify, maintain, and remove aboveground and/or belowground communications facilities and electric line systems upon, over, under, and though property described in Exhibit A and Exhibit B of this report at McCarran, Storey County, Nevada.

16. **DISCUSSION/POSSIBLE ACTION:**

Special Use Permit (2019-001) request to operate a home enterprise. The home enterprise will consist of beekeeping (with a maximum of 20 hives), a greenhouse to grow produce and an aqua farm structure for raising fish. No retail sales of product will occur at the site. The property is approximately 2.70 acres in size and is located at 144 Elizabeth Lane, Mark Twain, Storey County, Nevada, Assessor's Parcel Number (APN) 003-314-23.

17. **DISCUSSION/POSSIBLE ACTION:**

Consideration and possible approval of Storey County Multidisciplinary Memorandum of Understanding to strengthen community support and services for vulnerable populations in Storey County.

18. **RECESS TO CONVENE AS THE STOREY COUNTY FIRE PROTECTION DISTRICT BOARD**

19. **DISCUSSION/POSSIBLE ACTION:**

Consideration and possible approval of Storey County Multidisciplinary Memorandum of Understanding to strengthen community support and services for vulnerable populations in Storey County.

20. **ADJOURN TO RECONVENE AS THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS**

21. **DISCUSSION/POSSIBLE ACTION:**

Approval of Business License Second Readings:
A. AAA FIRE SPRINKLER - Professional / 630 Kregge Ln ~ Sparks, NV
B. SLONE GEAR INTERNATIONAL, INC - General / 714 East Monument Ave ~ Dayton, NV
C. ATCO INDUSTRIES, INC - General / 7200 Fifteen Mile Road ~ Sterling Heights, MI
D. CSG ELECTRIC LLC - Contractor / 600 Valle Verde ~ Sparks, NV
E. "C" STREET MASSAGE - Massage/ 240 C Street ~ Virginia City, NV
F. CASS NV, LLC - General/ 2555 USA Parkway ~ McCarran, NV
G. WINBCO TANK COMPANY - 1200 East Main Street ~ Ottumwa, IA
H. PINYON POTTERY, LLC - 4250 Hobart Road ~ Carson City, NV
I. CHARTER COMMUNICATIONS HOLDING, LLC - Contractor/ 9335 Prototype Drive, Reno, NV

22. **PUBLIC COMMENT (No Action)**

23. **ADJOURNMENT OF ALL ACTIVE AND RECESSED BOARDS ON THE AGENDA**

24. **CLOSED SESSION INVOLVING STOREY COUNTY BOARD OF COUNTY COMMISSIONERS AND THE STOREY COUNTY FIRE PROTECTION DISTRICT COMMISSIONERS**

Call to Order Closed Session meeting pursuant to NRS 288.220 for the purpose of conferring with:
a. County management and legal counsel regarding labor negotiations with the Storey County Employees' Association Comstock Chapter, AFSCME Local 4041. This meeting will begin immediately after the regular meeting of the Board of County Commissioners.

b. Fire Protection District management and legal counsel regarding labor negotiations with the Storey County Firefighters' Association IAFF Local 4227. This meeting will begin immediately after the regular meeting of the Board of County Commissioners.

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.
- In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

  Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

  To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

  (1) mail: U.S. Department of Agriculture
  Office of the Assistant Secretary for Civil Rights
  1400 Independence Avenue, SW
  Washington, D.C. 20250-9410;

  (2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

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.

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 2/12/2019; Virginia City Post Office at 132 S C St, Virginia City, NV, the Storey County Courthouse located at 26 S B St, Virginia City, NV, the Virginia City Fire Department located at 145 N C St, Virginia City, NV, the Virginia City Highlands Fire Department located a 2610 Cartwright Rd, VC Highlands, NV and Lockwood Fire Department located at 431 Canyon Way, Lockwood, NV.

By Vanessa A Stephens

Vanessa Stephens Clerk-Treasurer

Storey County Board of County Commissioners
Agenda Action Report

Meeting date: [illegible]/19 **Estimate of time required:**

Agenda: Consent [X] Regular agenda [ ] Public hearing required [ ]

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1. **Title:** Approval of 1st reading for general business license for Little Hands of the Highlands (Home Daycare). Applicant Joy Evans. Place of Business: 2440 Grizzley Rd., Reno, NV 89440.

2. **Recommended motion:** I motion to approve the first reading for a general business license for Little Hands of the Highlands (Home Daycare). Applicant Joy Evans. Place of Business: 2440 Grizzley Rd., Reno, NV 89440.

3. **Prepared by:** Brandy Gavenda, Administrative Assistant

Department: SCSO **Telephone: 775-847-0959**

4. **Staff summary**: The first reading for a general business license for Little Hands of the Highlands (Home Daycare). Applicant Joy Evans. Place of Business: 2440 Grizzley Rd., Reno, NV 89440.

5. Supporting materials: See attached Agenda letter

6. **Fiscal impact: None**

Funds Available: Fund: ____ Comptroller

7. **Legal review required:**

__ __ District Attorney

8. **Reviewed by**:

__X__ Department Head Department Name: Gerald Antinoro

____ County Manager Other agency review: _____

9. **Board action:**

[ ] Approved [ ] Approved with Modifications
[ ] Denied [ ] Continued

Agenda Item No. 4I

STOREY COUNTY SHERIFF'S OFFICE

Gerald Antinoro
Sheriff

January 16, 2019

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

Fr: Brandy Gavenda

Please add the following item(s) to the February , 2019 Commissioners Agenda:

LIQUOR BOARD

A. First reading Liquor License (On-sale, Off-sale & Cabaret) – Union Brewery Virginia City, LLC. Applicant Lisa Matheny. Place of Business: 63 S C St., Virginia City, NV 89440.

PO Box 498
205 South C Street
Virginia City, NV 89440
Office: (775) 847-0959 Fax: (775) 847-0924

Storey County Board of County Commissioners
Agenda Action Report

Meeting date: 1/1/19 **Estimate of time required:**

Agenda: Consent [X] Regular agenda [ ] Public hearing required [ ]

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1. **Title:** Approval of 1st reading for general business license Union Brewery Virginia City, LLC. Applicant Lisa Matheny. Place of Business: 63 S C St., Virginia City, NV 89440.

2. **Recommended motion:** I motion to approve the first reading for general business license Union Brewery Virginia City, LLC. Applicant Lisa Matheny. Place of Business: 63 S C St., Virginia City, NV 89440.

3. **Prepared by:** Brandy Gavenda, Administrative Assistant

Department: SCSO **Telephone: 775-847-0959**

4. **Staff summary**: The first reading for general business license Union Brewery Virginia City, LLC. Applicant Lisa Matheny. Place of Business: 63 S C St., Virginia City, NV 89440.

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

6. **Fiscal impact: None**

Funds Available: Fund: ____ Comptroller

7. **Legal review required:**

__ __ District Attorney

8. **Reviewed by**:

__X__ Department Head Department Name: Gerald Antinoro

____ County Manager Other agency review: _____

9. **Board action:**

[ ] Approved [ ] Approved with Modifications
[ ] Denied [ ] Continued

Agenda Item No. 4II

STOREY COUNTY SHERIFF'S OFFICE

Gerald Antinoro
Sheriff

January 16, 2019

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

Fr: Brandy Gavenda

Please add the following item(s) to the February 1 2019 Commissioners Consent Agenda:

LICENSE BOARD
First Reading:

A. General Business License – Union Brewery Virginia City LLC
B. General Business License – Little Hands of the Highlands

PO Box 498
205 South C Street
Virginia City, NV 89440
Office: (775) 847-0959 Fax: (775) 847-0924

Storey County Board of County Commissioners
Agenda Action Report

Meeting date:
Agenda Item Type: Consent

Estimate of Time Required: 0-5 min

1. **Title:** For possible action, approval of claims in the amount of $931,483.71.
2. **Recommended motion:** Approve claims as part of the Consent Agenda.
3. **Prepared by:** Vanessa Stephens

   Department: Treasurer **Contact Number:** 775.847.0969
4. **Staff Summary:** A list of claims is attached.
5. **Supporting Materials:** See attached
6. **Fiscal Impact:** No
7. **Legal review required:** No
8. **Reviewed by:**

   ____ Department Head **Department Name:** Treasurer

   ____ County Manager **Other Agency Review:** _____
9. **Board Action:**

[ ] Approved	[ ] Approved with Modification
[ ] Denied	[ ] Continued

4 III

Check Register

Packet: APPKT00399 - 2018-02-08 PR Payment cw

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
300007	USAA 529 College Savings Plans	02/08/2019	EFT	0.00	50.00	10009
300003	AFLAC	02/08/2019	Regular	0.00	1,057.17	94794
300008	AFSCME Union	02/08/2019	Regular	0.00	603.12	94795
300001	Colonial Life & Accident	02/08/2019	Regular	0.00	111.69	94796
404704	DVM INSURANCE AGENCY	02/08/2019	Regular	0.00	105.72	94797
405264	FIDELITY SEC LIFE INS CO	02/08/2019	Regular	0.00	1,450.56	94798
404366	HOMETOWN HEALTH	02/08/2019	Regular	0.00	112,667.90	94799
405263	KANSAS CITY LIFE INS CO	02/08/2019	Regular	0.00	742.26	94800
300011	Nevada State Treasurer	02/08/2019	Regular	0.00	4.00	94801
405456	Public Employees Retirement	02/08/2019	Regular	0.00	115,163.82	94802
103233	PUBLIC EMPLY RETIREMENT SYSTEM	02/08/2019	Regular	0.00	46.66	94803
102441	ST CO SHERIFF	02/08/2019	Regular	0.00	692.91	94804
300010	State Collection & Disbursement Un	02/08/2019	Regular	0.00	197.70	94805
300006	Storey Co Fire Fighters Assoc	02/08/2019	Regular	0.00	1,200.00	94806
405076	UNITEDHEALTHCARE INS CO	02/08/2019	Regular	0.00	7,931.69	94807
404639	VOYA RETIREMENT INS	02/08/2019	Regular	0.00	7,806.50	94808
300005	Washington National Ins	02/08/2019	Regular	0.00	521.02	94809
300002	Western Insurance Specialties	02/08/2019	Regular	0.00	328.89	94810

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	38	17	0.00	250,631.61
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	1	1	0.00	50.00
	39	**18**	**0.00**	**250,681.61**

Approved by the Storey County Board of Commissners:

Chairman

Commissioner

Commissioner

Comptroller

Treasurer

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	2/2019	250,681.61
			250,681.61

Check Register

Packet: APPKT00391 - 2018-02-01 AP Payment Process cw

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP	Bank					
404813	ACTN	02/01/2019	Regular	0.00	40.00	94678
405020	ALL COMSTOCK LLC	02/01/2019	Regular	0.00	4,000.00	94679
100135	ALSCO INC	02/01/2019	Regular	0.00	236.62	94680
405113	AXON ENTERPRISE, INC	02/01/2019	Regular	0.00	130.00	94681
405254	BARKDULL-SPENCER, ELAINE	02/01/2019	Regular	0.00	1,780.41	94682
405103	BATTLE BORN CONSULTING SE	02/01/2019	Regular	0.00	11,354.00	94683
405332	Battle Born Digital Media and Marke	02/01/2019	Regular	0.00	290.00	94684
404634	BRANDON, RUSSELL D	02/01/2019	Regular	0.00	60.00	94685
403671	BURRELL, SCOTT LEWIS	02/01/2019	Regular	0.00	243.00	94686
405477	Byassee, Joe Del & Jeannie	02/01/2019	Regular	0.00	32.16	94687
100560	CARSON TAHOE REGIONAL HEA	02/01/2019	Regular	0.00	65.00	94688
403268	CELLCO PARTNERSHIP	02/01/2019	Regular	0.00	1,828.82	94689
	Void	02/01/2019	Regular	0.00	0.00	94690
403635	CENTRAL SANITARY SUPPLY	02/01/2019	Regular	0.00	99.00	94691
404096	CENTURY PUBLISHING CO INC	02/01/2019	Regular	0.00	3,437.38	94692
405235	CHARTWELL STAFFING SERV	02/01/2019	Regular	0.00	6,927.60	94693
100505	CITY OF CARSON TREASURER	02/01/2019	Regular	0.00	101.80	94694
403822	COLLECTION SERVICE OF NEV	02/01/2019	Regular	0.00	330.33	94695
100655	COMMUNITY CHEST INC	02/01/2019	Regular	0.00	15,791.00	94696
404868	COMPLETE DOCUM MNGMNT SOL	02/01/2019	Regular	0.00	414.30	94697
405213	CONNELL, RICHARD	02/01/2019	Regular	0.00	25.00	94698
405354	Crisis Collections Management, LLC	02/01/2019	Regular	0.00	1,358.12	94699
404466	DAIOHS USA INC	02/01/2019	Regular	0.00	51.90	94700
405128	DEVNET, INC	02/01/2019	Regular	0.00	150.00	94701
402905	DISH DBS CORPORATION DISH NETV	02/01/2019	Regular	0.00	87.03	94702
403576	DOMINION VOTING SYSTEMS Inc.	02/01/2019	Regular	0.00	44.00	94703
405210	DUNCAN, CANDY L	02/01/2019	Regular	0.00	3,350.00	94704
404547	ELLIOTT AUTO SUPPLY INC	02/01/2019	Regular	0.00	2,068.59	94705
405008	ERICKSON THORPE & SWAINSTON L	02/01/2019	Regular	0.00	495.00	94706
404723	F AND P CONSTRUCTION CO I	02/01/2019	Regular	0.00	39,824.89	94707
100775	FARMER BROS CO	02/01/2019	Regular	0.00	66.07	94708
404509	FASTENAL COMPANY	02/01/2019	Regular	0.00	345.57	94709
403975	FERRELLGAS LP	02/01/2019	Regular	0.00	3,570.86	94710
405264	FIDELITY SEC LIFE INS CO	02/01/2019	Regular	0.00	222.13	94711
404117	FLEET HEATING & AIR INCOR	02/01/2019	Regular	0.00	1,590.16	94712
102818	GFOA	02/01/2019	Regular	0.00	310.00	94713
403963	GIURLANI, DEREK	02/01/2019	Regular	0.00	125.00	94714
404896	GOLDEN GATE/SET PETROLEUM	02/01/2019	Regular	0.00	2,823.49	94715
404468	GOPHER CONSTRUCTION INC	02/01/2019	Regular	0.00	278.44	94716
404508	GRANSBERY, TOM	02/01/2019	Regular	0.00	630.00	94717
103470	GREAT BASIN TERMITE & PES	02/01/2019	Regular	0.00	340.00	94718
405473	GSA Services	02/01/2019	Regular	0.00	246.99	94719
404394	GTP INVESTMENTS LLC	02/01/2019	Regular	0.00	410.06	94720
100897	HARRY'S BUSINESS MACHINES	02/01/2019	Regular	0.00	224.50	94721
404778	HAT, LTD	02/01/2019	Regular	0.00	4,072.32	94722
103218	HD SUPPLY CONST SUPPLY LT	02/01/2019	Regular	0.00	70.00	94723
403040	HENRY SCHEIN	02/01/2019	Regular	0.00	2,463.43	94724
100889	HOME DEPOT CREDIT SERVICE	02/01/2019	Regular	0.00	527.61	94725
404366	HOMETOWN HEALTH	02/01/2019	Regular	0.00	15,296.23	94726
403753	HOT SPOT BROADBAND INC	02/01/2019	Regular	0.00	272.50	94727
405302	Institute for Enviornmental Health I	02/01/2019	Regular	0.00	350.00	94728
403834	IT1 SOURCE LLC	02/01/2019	Regular	0.00	31,221.60	94729
404583	JAMES C MCLENNAN MDPC	02/01/2019	Regular	0.00	500.00	94730
103317	JBP LLC	02/01/2019	Regular	0.00	5,517.89	94731

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
405263	KANSAS CITY LIFE INS CO	02/01/2019	Regular	0.00	15.92	94732
405470	Kerr, Christoper	02/01/2019	Regular	0.00	500.00	94733
103489	KIMBALL MIDWEST	02/01/2019	Regular	0.00	310.42	94734
103284	KNECHT, RAQUEL	02/01/2019	Regular	0.00	116.35	94735
405184	LAS VEGAS TACTICAL LLC.	02/01/2019	Regular	0.00	444.47	94736
101030	LIFE-ASSIST INC	02/01/2019	Regular	0.00	265.32	94737
404102	LIQUID BLUE EVENTS LLC	02/01/2019	Regular	0.00	2,300.00	94738
404363	MA LABORATORIES INC	02/01/2019	Regular	0.00	1,409.69	94739
405077	MACKAY MANSION	02/01/2019	Regular	0.00	148.00	94740
404691	MARK TWAIN COMMUNITY CTR	02/01/2019	Regular	0.00	1,666.67	94741
404899	MCCARTHY, TIMOTHY	02/01/2019	Regular	0.00	50.00	94742
102857	MICHAEL HOHL MOTOR CO	02/01/2019	Regular	0.00	61.12	94743
101343	NEV DEPT HUMAN RESOURCES	02/01/2019	Regular	0.00	2,302.97	94744
403731	NEV DEPT OF PUBLIC SAFETY	02/01/2019	Regular	0.00	808.33	94745
101225	NEV DIV OF FORESTRY	02/01/2019	Regular	0.00	2,500.00	94746
101218	NEV DIV OF HEALTH BUREAU	02/01/2019	Regular	0.00	140.00	94747
404118	OPTUMINSIGHT INC	02/01/2019	Regular	0.00	273.75	94748
405127	O'REILLY AUTO ENTERPRISES LLC	02/01/2019	Regular	0.00	611.59	94749
403895	PETRINI, ANGELO D	02/01/2019	Regular	0.00	21.00	94750
101434	PITNEY BOWES INC	02/01/2019	Regular	0.00	80.74	94751
101417	POST NEV	02/01/2019	Regular	0.00	350.00	94752
103032	POWERPLAN	02/01/2019	Regular	0.00	146.16	94753
404471	PUBLIC AGENCY TRAINING	02/01/2019	Regular	0.00	325.00	94754
100348	PURCELL TIRE & RUBBER CO	02/01/2019	Regular	0.00	679.40	94755
405458	Rapid Space, LLC	02/01/2019	Regular	0.00	3,215.40	94756
402937	RAY MORGAN CO INC (CA)	02/01/2019	Regular	0.00	54.62	94757
405476	Regional Emergency Medical Service	02/01/2019	Regular	0.00	1,259.82	94758
10026	RUPPCO INC	02/01/2019	Regular	0.00	83.64	94759
101369	SAFEGUARD WEB & GRAPHICS	02/01/2019	Regular	0.00	402.36	94760
103241	SBC GLOBAL SERVICES IN LD	02/01/2019	Regular	0.00	57.81	94761
405073	SESMA, RAY	02/01/2019	Regular	0.00	125.00	94762
405081	SHERMARK DISTRIBUTORS INC	02/01/2019	Regular	0.00	190.00	94763
102462	SIERRA ENVIRONMENTAL MONITOF	02/01/2019	Regular	0.00	508.00	94764
101630	SIERRA PACIFIC POWER CO	02/01/2019	Regular	0.00	12,567.76	94765
	Void	02/01/2019	Regular	0.00	0.00	94766
403421	SIERRA PACIFIC POWER CO	02/01/2019	Regular	0.00	507.10	94767
404195	SOUTHERN GLAZERS WINE & S	02/01/2019	Regular	0.00	825.40	94768
403234	SPALLONE, DOMINIC J III	02/01/2019	Regular	0.00	188.48	94769
101727	ST CO CLERK	02/01/2019	Regular	0.00	11,092.59	94770
101745	ST CO WATER SYSTEM	02/01/2019	Regular	0.00	653.85	94771
405475	Staples Contract & Commercial, Inc	02/01/2019	Regular	0.00	163.06	94772
404871	STAR2STAR COMMUNICATIONS, LL(	02/01/2019	Regular	0.00	1,862.60	94773
404314	STARSOUND AUDIO, INC	02/01/2019	Regular	0.00	300.00	94774
405474	Storey County Ambulance	02/01/2019	Regular	0.00	300.00	94775
403892	SUN PEAK ENTERPRISES	02/01/2019	Regular	0.00	376.00	94776
405185	THATCHER COMPANY	02/01/2019	Regular	0.00	494.90	94777
405472	The Charles Machine Works, Inc	02/01/2019	Regular	0.00	45,832.24	94778
404845	THOMAS PETROLEUM LLC	02/01/2019	Regular	0.00	2,230.01	94779
404800	TICOR TITLE OF NEVADA	02/01/2019	Regular	0.00	22,216.78	94780
404030	TIJSSELING, DICK G	02/01/2019	Regular	0.00	300.00	94781
405112	TYLER TECHNOLOGIES, INC	02/01/2019	Regular	0.00	55.00	94782
101947	UNITED RENTALS	02/01/2019	Regular	0.00	9,886.95	94783
405076	UNITEDHEALTHCARE INS CO	02/01/2019	Regular	0.00	1,142.71	94784
403983	VCTC	02/01/2019	Regular	0.00	20.00	94785
403894	VIRGINIA & TRUCKEE RR CO, INC.	02/01/2019	Regular	0.00	30,171.58	94786
403723	VIRGINIA HIGHLANDS VFD	02/01/2019	Regular	0.00	3,750.00	94787
101890	WASHOE CO CORONER	02/01/2019	Regular	0.00	499.30	94788
103080	WATERS SEPTIC TANK SV DBA	02/01/2019	Regular	0.00	1,480.00	94789
101920	WESTERN NEVADA SUPPLY CO	02/01/2019	Regular	0.00	240.14	94790
101946	WHITTEN, PAT	02/01/2019	Regular	0.00	338.05	94791
405226	WILLAMAN, GABRIEL	02/01/2019	Regular	0.00	4,455.00	94792

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
404856	WILSON, CARLA JEAN	02/01/2019	Regular	0.00	2,006.67	94793
404295	WELLS ONE COMMERCIAL CARD	02/01/2019	Bank Draft	0.00	17,899.07	DFT0000099

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	172	114	0.00	341,470.52
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	13	1	0.00	17,899.07
EFT's	0	0	0.00	0.00
	185	**117**	**0.00**	**359,369.59**

Approved by the Storey County Board of Commissners:

Chairman

Commissioner

Commissioner

Comptroller

Treasurer

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	2/2019	359,369.59
			359,369.59

Payroll Check Register
Report Summary
Pay Period: 1/21/2019-2/3/2019

Packet: PRPKT00196 - 2018-02-08 Payroll cw
Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	2	2,388.09
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	161	311,192.22
Total	**163**	**313,580.31**

Approved by the Storey County Board of Commissners:

Chairman	Commissioner	Commissioner
Comptroller		
Treasurer		

Payroll Check Register

Report Summary

Pay Period: 2/1/2019-2/1/2019

Type	Count	Amount
Regular Checks	1	7,852.20
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	0	0.00
Total	**1**	**7,852.20**

Approved by the Storey County Board of Commissners:

Chairman	Commissioner	Commissioner
Comptroller		
Treasurer		

Storey County Board of County Commissioners
Agenda Action Report

Meeting date: 2-19-19 **Estimate of time required:** 0 - 5

Agenda: Consent [X] Regular agenda [ ] Public hearing required [ ]

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

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:** Sarah Dillon

   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:**

   Funds Available: Fund: ____ Comptroller

7. **Legal review required:**

   ____ District Attorney

8. **Reviewed by:**

   _x_ Department Head Department Name:

   ____ County Manager Other agency review: _____

9. **Board action:**

   [ ] Approved [ ] Approved with Modifications
   [ ] Denied [ ] Continued

Agenda Item No. 4 IV

Storey County Community Development

Business Licensing

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

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

February 11 2019
Via email

Fr: Sarah Dillon

Please add the following item(s) to the **February 19, 2019 COMMISSIONERS** Consent Agenda:

LICENSING BOARD

FIRST READINGS:

A. **WINGS N THINGS, LLC** – Food Truck / 1213 Jacob Ln ~ Fernley, NV
B. **H & D CONSTRUCTION, LLC** - Contractor / PO Box 10025 ~ Reno, NV
C. **J HARRIS INDUSTRIAL** – Water Services / 3151 Sturgis Road ~ Oxnard, CA
D. **295 CABLING, LLC** – Contractor / 1359 Lublin Drive ~ Sparks, NV
E. **PAC MACHINE CO. INC** Contractor / 8570 23rd Ave ~ Sacramento, CA
F. **ELKO OVERHEAD DOOR** – Contractor / 1076 River Street ~ Elko, NV

Ec: Community Development
Commissioners' Office
Planning Department
Comptroller's Office
Sheriff's Office

Storey County Board of County Commissioners
Agenda Action Report

Meeting date: February 19, 2019 **Estimate of time required:** 0-5 mins

Agenda: Consent [X] Regular agenda [ ] Public hearing required [ ]

---

1. **Title:** For Possible Action – Approval – Assessor's Recommended Corrections to 2018-19 Supplemental Tax Roll for Factual Error

2. **Recommended motion:** Approval

3. **Prepared by:** Tobi Whitten

   Department: Assessor's Office **Telephone:** 847-0961

4. **Staff summary:** A factual error on parcel number 003-393-02 occurred on the 2018-19 Supplemental Tax Roll (billed under account # NC 000148). The weighted year of construction and percentage of completion was incorrect. Our office was not aware of this until the taxpayer contacted us. Therefore the tax bill was generated based on incorrect values, and require adjustment per NRS 361.768.

5. **Supporting materials:** Please see attached letter with adjusted assessed values and tax amounts.

6. **Fiscal impact:** Unknown

   Funds Available: Fund: ____ Comptroller

7. **Legal review required:**

   ____ District Attorney

8. **Reviewed by:**

   ____ Department Head Department Name: Assessor's Office

   ____ County Manager Other agency review: _____

9. **Board action:**

   [ ] Approved [ ] Approved with Modifications
   [ ] Denied [ ] Continued

Agenda Item No. 4V

Jana Seddon
STOREY COUNTY ASSESSOR

STOREY COUNTY COURTHOUSE
26 South B Street
P.O. Box 494
Virginia City, NV 89440

(775) 847-0961 Phone
(775) 847-0904 Fax
Assessor@StoreyCounty.org

February 11, 2019

Memo to: Storey County Commissioners

Re: 003-393-02 (NC 000148)

The above referenced parcel was billed in error for the 2018-19 tax year on the Supplemental Roll. The weighted year of construction and percentage of completion was incorrect. In accordance with NRS 361.768, I am requesting the following changes:

	Assessed Land	Assessed Improvements	Net Assessed Value	New Assessed Value	2018-19 Taxes	Amount Paid	Balance Owing
Billed	-	112,454	112,454		$ 3,891.70	$ 1,946.70	$ 1,945.00
Corrected	-	86,407	86,407	68,339	$ 2,898.09	$ 1,946.70	$ 951.39

Please approve these corrections, and advise the Treasurer and/or Assessor to make the changes and issue a corrected tax bill to the taxpayer.

Thank You,

Tobi Whitten
Senior Appraiser
Storey County Assessor's Office

Storey County Board of County Commissioners
Agenda Action Report

Meeting date: February 19, 2019 **Estimate of time required:** 0-5 mins

Agenda: Consent [X] Regular agenda [ ] Public hearing required [ ]

---

1. **Title:** For Possible Action – Approval – Assessor's Recommended Corrections to Unsecured 2017-18 Tax Roll for Overassessment

2. **Recommended motion:** Approval

3. **Prepared by:** Tobi Whitten

   Department: Assessor's Office **Telephone:** 847-0961

4. **Staff summary:** Sky Fiber Internet (DC 000015) was assessed an estimate per NRS 361.265 on the 2017-18 Unsecured Tax Roll. The taxpayer has since provided a complete and actual listing of assets that were located in Storey County as of July 1, 2017. The 2017-18 unsecured taxes should be recalculated based on the information provided. No refund is required at this time as payment on the 2017-18 billed estimate was never made.

5. **Supporting materials:** Please see attached letter with adjusted assessed value.

6. **Fiscal impact:** Unknown

   Funds Available: Fund: ____ Comptroller

7. **Legal review required:**

   ____ District Attorney

8. **Reviewed by**:

   ____ Department Head Department Name: Assessor's Office

   ____ County Manager Other agency review: _____

9. **Board action:**

   [ ] Approved [ ] Approved with Modifications
   [ ] Denied [ ] Continued

Agenda Item No. 4 VI

Jana Seddon
STOREY COUNTY ASSESSOR

STOREY COUNTY COURTHOUSE
26 South B Street
P.O. Box 494
Virginia City, NV 89440

(775) 847-0961 Phone
(775) 847-0904 Fax
Assessor@StoreyCounty.org

January 24, 2019

Memo to: Storey County Commissioners

Re: **DC 000015, Sky Fiber Internet**

The above referenced account was processed and billed based on an estimate of value pursuant to NRS 361.265 for the 2017-18 tax year. The taxpayer provided a detailed asset listing after the close of the Unsecured Tax Roll. The corrected assessed value should be (also see attached):

2017-18	Original	Adjustment	Amended
Personal Property Acquisition Cost	1,000,000	(993,401)	6,599
Personal Property Assessed Value	350,000	(347,690)	2,310
Improvements Assessed Value	-	-	-
Abatement (in Tax $$)			
2017-18 Unsecured Tax Bill Amt	$ 12,112.45	$ (12,032.50)	**$ 79.95**

Please approve these corrections, and advise the Treasurer and/or Assessor to make the changes and issue an amended bill. No refund is necessary at this time as payment has not been received.

Thank You,

Tobi Whitten
Senior Appraiser
Storey County Assessor's Office

Storey County Board of County Commissioners
Agenda Action Report

Meeting date: February 19, 2019 **Estimate of time required:** 0-5 mins

Agenda: Consent [X] Regular agenda [ ] Public hearing required [ ]

---

1. **Title:** For Possible Action – Approval – Assessor's Recommended Corrections to 2018-19 Secured Tax Roll for Exemptions

2. **Recommended motion:** Approval

3. **Prepared by:** Tobi Whitten

   Department: Assessor's Office **Telephone:** 847-0961

4. **Staff summary:** NRS 361 provides for property tax exemptions to individuals who meet certain criteria. Exemption applications and renewals are typically due to our office on or before June 15th of each fiscal year, but circumstances beyond a taxpayer's control may cause a delay and, as a result, an exemption not being applied to the tax bill. In cases where the Assessor's Office feels that the taxpayer could not have reasonably filed their exemption application or renewal by the deadline, or if there is an unforeseeable error causing the exemption to not be applied correctly, the tax bill may be amended by the Clerk-Treasurer at the direction of the Board and a new tax bill or a refund be mailed to the affected taxpayer.

5. **Supporting materials:** Please see attached letter with adjusted assessed values.

6. **Fiscal impact:** Unknown

   Funds Available: Fund: ____ Comptroller

7. **Legal review required:**

   ____ District Attorney

8. **Reviewed by**:

   ____ Department Head Department Name: Assessor's Office

   ____ County Manager Other agency review: _____

9. **Board action:**

   [ ] Approved [ ] Approved with Modifications
   [ ] Denied [ ] Continued

Agenda Item No. 4 VII E

Jana Seddon
STOREY COUNTY ASSESSOR

STOREY COUNTY COURTHOUSE
26 South B Street
P.O. Box 494
Virginia City, NV 89440

(775) 847-0961 Phone
(775) 847-0904 Fax
Assessor@StoreyCounty.org

February 11, 2019

Memo to: Storey County Commissioners

Re: Correction for Exemption

The owner of the property listed below should have had a higher personal exemption applied to their property for the **2018-19 tax year**. The owner did not receive proper paperwork from the VA until after the close of the tax roll, even though his rating was increased in 2017. Therefore, the correct exemption was not applied to the tax bill. The adjusted net assessed values and the **net assessed value overrides** should be:

APN	2018-19 Net Assessed	Exemption Amount	Exemption NRS	Adjusted Net Assessed	PYGAV Override	Tax Cap %	**New** Assessed Value	Current Year Net Assessed Value Override
3-451-12	94,236	20,250	361.091-8	73,986	79,945	3.0%		59,695

Please approve this correction, and advise the Treasurer to make the changes and send a new tax bill or refund as necessary.

Thank You,

Tobi Whitten
Senior Appraiser
Storey County Assessor's Office

Storey County Board of County Commissioners
Agenda Action Report

Meeting date: February 19, 2019 **Estimate of time required:** 20 min.

Agenda: Consent [ ] Regular agenda [x] Public hearing required [x]

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1. **Title: Discussion/Possible Action:** Consideration of approval for Option and License Agreement between Storey County (Licensor) and New Cingular Wireless PCS, LLC. (Licensee), for the right to use a portion of property owned by Storey County and located at 160 East Toll Road (APN 002.023.11), Virginia City, Storey County, Nevada, for the purposes of a commercial wireless communications facility.

2. **Recommended motion:** In accordance with the recommendation by staff and other findings deemed appropriate by the Board of County Commissioners, I (*county commissioner*), move to approve Option and License Agreement between Storey County (Licensor) and New Cingular Wireless PCS, LLC. (Licensee), for the right to use a portion of property owned by Storey County and located at 160 East Toll Road (APN 002.023.11), Virginia City, Storey County, Nevada, for the purposes of a commercial wireless communications facility.

3. **Prepared by:** Austin Osborne

4. **Department:** Planning **Telephone:** 775.847.1144

5. **Staff summary:** The license agreement approval is subject to approval of Special Use Permit 2019.056.

6. **Supporting materials:** Option and License Agreement, MOL Exhibit, Map Exhibit.

7. **Fiscal impact:** None on local government.

   Funds Available: Fund: ____ Comptroller

8. **Legal review required:** __x__ District Attorney

9. **Reviewed by:**

   ✓ Department Head _____Department Name: Planning

   ____ County Manager _____Other agency review: _____

10. **Board action:**

    [ ] Approved [ ] Approved with Modifications
    [ ] Denied [ ] Continued

Agenda Item No. 8

Market: Northern California
Cell Site Number: CVL06075
Cell Site Name: Gold Hill
Search Ring Name: Gold Hill (NV)
Fixed Asset Number: 10151421

OPTION AND LICENSE AGREEMENT

THIS OPTION AND LICENSE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by Storey County, a Nevada governmental entity, having a mailing address of P. O. Box 176, Virginia City, NV 89440 ("**Licensor**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 ("**Licensee**").

BACKGROUND

Licensor owns that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at 160 E. Toll Road, Virginia City, in the County of Storey, State of Nevada [APN: 002-023-11] (collectively, the "**Property**"). Licensor desires to grant to Licensee the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LICENSE.

(a) Licensor grants to Licensee an exclusive option (the "**Option**") to license (which license shall be irrevocable for the Term hereof except following a termination of the Agreement in accordance with the express terms and conditions set forth herein) a certain portion of the Property containing approximately one thousand two hundred twenty-five (1,225) square feet including the air space above such ground space, as described on attached **Exhibit 1**, (the "**Premises**"), for the placement of a wireless Communication Facility (as defined in Section 2 below) in accordance with the terms of this Agreement.

(b) During the Option Term, and during the Term, Licensee and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Licensee's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Licensee, are necessary in Licensee's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Licensor's title to the Property and the feasibility or suitability of the Property for Licensee's Permitted Use, all at Licensee's expense. Licensee will not be liable to Licensor or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Licensee's inspection. Licensee will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Licensee's control excepted.

(c) In consideration of Licensor granting Licensee the Option, Licensee agrees to pay Licensor the sum of Two Thousand Five Hundred and No/100 Dollars ($2,500.00) within thirty (30) business days after the Effective Date. The Option may be exercised during an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") which term may be renewed by Licensee for an additional one (1) year (the "**Renewal Option Term**") upon written notification to Licensor and the payment of an additional Two Thousand Five Hundred and No/100 Dollars ($2,500.00) no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "**Option Term**."

(d) The Option may be sold, assigned or transferred at any time by Licensee to an Affiliate (as that term is hereinafter defined) of Licensee. Otherwise, the Option may not be sold, assigned or transferred without the written consent of Licensor, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date that the Option has been sold, assigned or transferred by Licensee to an Affiliate or a third party agreeing to be subject to the terms hereof, Licensee shall immediately be released from any and all liability under this Agreement, including the payment of any License Fee or other sums due, without any further action.

(e) During the Option Term, Licensee may exercise the Option by notifying Licensor in writing. If Licensee exercises the Option, then Licensor grants a license (which license shall be irrevocable for the Term hereof except following a termination of the Agreement in accordance with the express terms and conditions set forth herein) to Licensee for the use of the Premises subject to the terms and conditions of this Agreement. If Licensee does not exercise the Option during the Initial Option Term or any extension thereof, then this Agreement will terminate, and the parties will have no further liability to each other.

(f) If during the Option Term, or during the Term if the Option is exercised, Licensor decides to subdivide, sell, or change the status of the zoning of the Premises, the Property or any of Licensor's contiguous, adjoining or surrounding property (the "**Surrounding Property**"), or in the event of a threatened foreclosure on any of the foregoing, Licensor shall immediately notify Licensee in writing. Licensor agrees that during the Option Term, or during the Term if the Option is exercised, Licensor shall not initiate or consent to any change in the zoning of the Premises, the Property or the Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Licensee from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

(g) For the avoidance of doubt, nothing contained in this Agreement does, or is intended to, either expressly or by implication, grant to Licensee a leasehold interest or any other real property interest in or to the Property.

2. PERMITTED USE. Licensee may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure ("**Structure**"), associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Licensee further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Licensee or Licensor (collectively, the "**Permitted Use**"). Licensor and Licensee agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Licensee's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Licensor's execution of this Agreement will signify Licensor's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Licensor grants Licensee, its sublicensees, licensees and sublicensees, the right to use such portions of the Surrounding Property as may reasonably be

required during construction and installation of the Communication Facility. Licensee has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Licensee's Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Licensee's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Licensee's expense. Licensee has the right to modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term. Licensee will be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations. The Communication Facility must also conform to the conditions and restrictions of any applicable special use permit. In the event Licensee desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Licensor agrees to license to Licensee the Additional Premises, upon the same terms and conditions set forth herein, except that the License Fee shall increase, in conjunction with the license of the Additional Premises by the amount equivalent to the then-current per square foot License Fee rate charged by Licensor to Licensee times the square footage of the Additional Premises. Licensor agrees to take such actions and enter into and deliver to Licensee such documents as Licensee reasonably requests in order to effect and memorialize the license of the Additional Premises to Licensee.

3. **TERM.**

(a) The initial license term will be five (5) years (the "**Initial Term**"), commencing on the effective date of written notification by Licensee to Licensor of Licensee's exercise of the Option (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each additional five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions set forth herein unless Licensee notifies Licensor in writing of Licensee's intention not to renew this Agreement at least ninety (90) days prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) Unless (i) Licensor or Licensee notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly License Fee during such Annual Terms shall be equal to the License Fee paid for the last month of the final Extension Term. If Licensee remains in possession of the Premises after the termination of this Agreement, then Licensee will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the "**Term**."

4. LICENSE FEE.

(a) Commencing on the first day of the month following the date that Licensee commences construction (the "**License Fee Commencement Date**"), Licensee will pay Licensor on or before the fifth (5th) day of each calendar month in advance, One Thousand Nine Hundred and No/100 Dollars ($1,900.00) (the "**License Fee**"), at the address set forth above. In any partial month occurring after the License Fee Commencement Date, the License Fee will be prorated. The initial License Fee payment will be forwarded by Licensee to Licensor within forty-five (45) days after the License Fee Commencement Date.

(b) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the monthly License Fee will increase by three percent (3%) over the License Fee paid during the previous year.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Licensor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Licensor, and shall not be payable by Licensee. The foregoing shall not apply to monthly License Fee which is due and payable without a requirement that it be billed by Licensor. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Licensor agrees that Licensee's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Licensee's ability to obtain and maintain all Government Approvals. Licensor authorizes Licensee to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Licensee with such applications and with obtaining and maintaining the Government Approvals.

(b) Licensee has the right to obtain a title report or commitment for a licensehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Licensee may also perform and obtain, at Licensee's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Licensee's use of the Premises will be compatible with Licensee's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Licensee upon written notice to Licensor, if Licensee is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Licensee; or if Licensee determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Licensee, upon written notice to Licensor, if Licensee determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Licensee upon written notice to Licensor for any reason or no reason, at any time prior to commencement of construction by Licensee; or

(e) by Licensee upon sixty (60) days' prior written notice to Licensor for any reason or no reason, so long as Licensee pays Licensor a termination fee equal to three (3) months' License Fee, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Licensee under any termination provision contained in any other Section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

7. **INSURANCE.** During the Option Term and throughout the Term, Licensee will purchase and maintain in full force and effect such general liability policy as Licensee may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of One Million and No/100 Dollars ($1,000,000.00). Notwithstanding the foregoing, Licensee shall have the right to self-insure such general liability coverage.

8. **INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Licensor has provided or will provide Licensee with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Licensee warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Licensor will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Licensee or the rights of Licensee under this Agreement. Licensor will notify Licensee in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Licensor will not, nor will Licensor permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Licensee or the rights of Licensee under this Agreement. Licensor will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Licensee. In the event any such interference does not cease within the aforementioned cure period, Licensor shall work with Licensee to cease all operations which are reasonably suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. **INDEMNIFICATION.**

(a) Licensee agrees to indemnify, defend and hold Licensor harmless from and against any and all injury, loss, damage or liability , costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Licensee's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Licensor, its employees, invitees, agents or independent contractors.

(b) Licensor agrees to indemnify, defend and hold Licensee harmless from and against any and all injury, loss, damage or liability , costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Licensor, its employees, invitees, agents or independent contractors, or Licensor's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Licensee, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Each of Licensee and Licensor (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Licensor represents, warrants and agrees that: (i) Licensor solely owns the Property as a legal lot in fee simple; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Licensee's Permitted Use and enjoyment of the Premises under this Agreement; (iii) then Licensor grants to Licensee sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Licensor; (iv) Licensor's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Licensor including, NV Rev Stat Sec. 244.2833; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Licensor will provide promptly to Licensee a mutually agreeable subordination, non-disturbance and attornment agreement executed by Licensor and the holder of such security interest. Licensee may conclusively rely upon the representations and warranties of Licensor without regard to whether or not such information might have been ascertainable from due diligence of public records including without limitation, investigations of title to the Property available at the County Recorder's Office for Storey County.

11. ENVIRONMENTAL.

(a) Licensor represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Licensor and Licensee agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Licensor and Licensee agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Licensor agrees to hold harmless and indemnify Licensee from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Licensor for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Licensor during the Term. Licensee

agrees to hold harmless and indemnify Licensor from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Licensee for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Licensee.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Licensee becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Licensee's sole determination, renders the condition of the Premises or Property unsuitable for Licensee's use, or if Licensee believes that the leasing or continued leasing of the Premises would expose Licensee to undue risks of liability to a government agency or other third party, then Licensee will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Licensor.

12. **ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Licensee, Licensee and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Licensor grants to Licensee license (which license shall be irrevocable for the Term hereof except following a termination of the Agreement in accordance with the express terms and conditions set forth herein) for such Access and Licensor agrees to provide to Licensee such codes, keys and other instruments necessary for such Access at no additional cost to Licensee. Upon Licensee's request, Licensor will execute a separate recordable license (which license shall be irrevocable for the Term hereof except following a termination of the Agreement in accordance with the express terms and conditions set forth herein) evidencing this right. Licensor shall execute a letter granting Licensee Access to the Property substantially in the form attached as **Exhibit 12**; upon Licensee's request, Licensor shall execute additional letters during the Term. If Licensee elects to utilize an Unmanned Aircraft System ("**UAS**") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at a Property, Licensor hereby grants Licensee, or any UAS operator acting on Licensee's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Licensor acknowledges that in the event Licensee cannot obtain Access to the Premises, Licensee shall incur significant damage. If Licensor fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. Licensor shall not be responsible for any snow removal on the Property to provide Licensee Access to the Premises.

13. **REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Licensee will be and remain Licensee's personal property and, at Licensee's option, may be removed by Licensee at any time during the Term. Licensor covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Licensee will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Licensor that all improvements of every kind and nature constructed, erected or placed by Licensee on the Premises will be and remain the property of Licensee and may be removed by Licensee at any time during the Term. Within one hundred twenty (120) days after the termination of this Agreement, Licensee will remove all of Licensee's above-ground improvements and Licensee will, to the extent reasonable, restore the Premises to its condition at the commencement of the Term of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Licensee's control excepted. Notwithstanding the foregoing, Licensee will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will

Licensee be required to remove from the Premises or the Property any structural steel, foundations or underground utilities.

14. MAINTENANCE/UTILITIES.

(a) Licensee will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Licensor will maintain and repair the Property and access thereto and all areas of the Premises where Licensee does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Licensee will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Licensee on the Premises. In the event Licensee cannot secure its own metered electrical supply, Licensee will have the right, at its own cost and expense, to sub-meter from Licensor. When sub-metering is required under this Agreement, Licensor will read the meter and provide Licensee with an invoice and usage data on a monthly basis. Licensee shall reimburse Licensor for such utility usage at the same rate charged to Licensor by the utility service provider. Licensor further agrees to provide the usage data and invoice on forms provided by Licensee and to send such forms to such address and/or agent designated by Licensee. Licensee will remit payment within sixty (60) days of receipt of the usage data and required forms. Licensor shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Licensee's reimbursement obligations hereunder. Within fifteen (15) days after a request from Licensee, Licensor shall provide copies of such utility billing records to Licensee in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Licensee, Licensee shall have the right to deduct the amount of such overpayment from any monies due to Licensor from Licensee.

(c) As noted in Section 4(c) above, any utility fee recovery by Licensor is limited to a twelve (12) month period. If Licensee submeters electricity from Licensor, Licensor agrees to give Licensee at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Licensor acknowledges that Licensee provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Licensee's reasonable determination, Licensor agrees to allow Licensee the right to bring in a temporary source of power for the duration of the interruption. Licensor will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Licensor, of such services to be furnished or supplied by Licensor.

(d) Licensee will have the right to install utilities, at Licensee's expense, and to improve present utilities on the Property and the Premises. Licensor hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Licensee a license (which license shall be irrevocable for the Term hereof except following a termination of the Agreement in accordance with the express terms and conditions set forth herein) over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon Licensee's or service company's request, Licensor will execute a separate recordable license (which license shall be irrevocable for the Term hereof except following a termination of the Agreement in accordance with the express terms and conditions set forth herein) evidencing this grant, at no cost to Licensee or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Licensee and a breach of this Agreement: (i) non-payment of the License Fee if such License Fee remains unpaid for more than thirty (30) days after written notice from Licensor of such failure to pay; or (ii) Licensee's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Licensor specifying the failure. No such failure, however, will be deemed to exist if Licensee has commenced to cure such

default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licensee. If Licensee remains in default beyond any applicable cure period, then Licensor will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Licensor and a breach of this Agreement: (i) Licensor's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Licensor's failure to cure an interference problem as required by Section 8 within twenty-four (24) hours after written notice of such failure; or (iii) Licensor's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Licensee specifying the failure. No such failure, however, will be deemed to exist if Licensor has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licensor. If Licensor remains in default beyond any applicable cure period, Licensee will have: (i) the right to cure Licensor's default and to deduct the costs of such cure from any monies due to Licensor from Licensee, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLICENSE. Licensee will have the right to assign, sell or transfer its interest under this Agreement, in whole or part, without Licensor's consent, to: (a) any Affiliate of Licensee, (b) any entity with a net worth of at least Twenty Million Dollars ($20,000,000), or (c) any entity that acquires all or substantially all of Licensee's assets in the market as defined by the Federal Communications Commission in which the Property is located. Upon notification to Licensor of such assignment, transfer or sale, Licensee will be relieved of all future performance, liabilities and obligations under this Agreement. Licensee shall have the right to sublicense the Premises, in whole or in part, without Licensor's consent. Licensee may not otherwise assign this Agreement without Licensor's consent, Licensor's consent not to be unreasonably withheld, conditioned or delayed.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Licensee:
New Cingular Wireless PCS, LLC
Attn: Tower Asset Group – Lease Administration
Re: Cell Site No.: CVL06075
Search Ring Name: Gold Hill
Cell Site Name: Gold Hill (NV)
Fixed Asset No.: 10151421
575 Morosgo Drive NE
Atlanta, GA 30324

With a copy to:
New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site No.: CVL06075
Search Ring Name: Gold Hill
Cell Site Name: Gold Hill (NV)
Fixed Asset No.: 10151421
208 S. Akard Street
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Licensor: Storey County
P.O. Box 176
Virginia City, NV 89440

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

18. CONDEMNATION. In the event Licensor receives notification of any condemnation proceedings affecting the Property, Licensor will provide notice of the proceeding to Licensee within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Licensee's sole determination, to render the Premises unsuitable for Licensee, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Licensee will include, where applicable, the value of its Communication Facility, moving expenses, prepaid License Fee, and business dislocation expenses. Licensee will be entitled to reimbursement for any prepaid License Fee on a *pro rata* basis.

19. CASUALTY. Licensor will provide notice to Licensee of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Licensee's sole determination, then Licensee may terminate this Agreement by providing written notice to Licensor, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Licensee will be entitled to collect all insurance proceeds payable to Licensee on account thereof and to be reimbursed for any prepaid License Fee on a *pro rata* basis. Licensor agrees to permit Licensee to place temporary transmission and reception facilities on the Property, but only until such time as Licensee is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including License Fee. If Licensor or Licensee undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Licensor agrees to permit Licensee to place temporary transmission and reception facilities on the Property at no additional License Fee until the reconstruction of the Premises and/or the Communication Facility is completed. If Licensor determines not to rebuild or restore the Property, Licensor will notify Licensee of such determination within thirty (30) days after the casualty or other harm. If Licensor does not so notify Licensee and Licensee decides not to terminate under this Section 19, then Licensor will promptly rebuild or restore any portion of the Property interfering with or required for Licensee's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Licensor agrees that the License Fee shall be abated until the Property and/or the Premises are rebuilt or restored, unless Licensee places temporary transmission and reception facilities on the Property.

20. WAIVER OF LICENSOR'S LIENS. Licensor waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Licensor consents to Licensee's right to remove all or any portion of the Communication Facility from time to time in Licensee's sole discretion and without Licensor's consent.

21. TAXES.

(a) Licensor shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Licensor including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of License Fee payments by Licensor. Licensee shall be responsible for (y) any taxes and assessments attributable to and levied upon Licensee's improvements on the Premises if and as set forth in this Section 21 and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublicense by Licensee. Nothing herein shall require Licensee to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Licensor.

(b) In the event Licensor receives a notice of assessment with respect to which taxes or assessments are imposed on Licensee's improvements on the Premises, Licensor shall provide Licensee with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Licensor does not provide such notice or notices to Licensee in a timely manner and Licensee's rights with respect to such taxes are prejudiced by the delay, Licensor shall reimburse Licensee for any increased costs directly resulting from the delay and Licensor shall be responsible for payment of the tax or assessment set forth in the notice, and Licensor shall not have the right to reimbursement of such amount from Licensee. If Licensor provides a notice of assessment to Licensee within such time period and requests reimbursement from Licensee as set forth below, then Licensee shall reimburse Licensor for the tax or assessments identified on the notice of assessment on Licensee's improvements, which has been paid by Licensor. If Licensor seeks reimbursement from Licensee, Licensor shall, no later than thirty (30) days after Licensor's payment of the taxes or assessments for the assessed tax year, provide Licensee with written notice including evidence that Licensor has timely paid same, and Licensor shall provide to Licensee any other documentation reasonably requested by Licensee to allow Licensee to evaluate the payment and to reimburse Licensor.

(c) For any tax amount for which Licensee is responsible under this Agreement, Licensee shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Licensor, Licensee, or both, with respect to the valuation of the Premises. Licensor shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Licensee and any refunds or rebates secured as a result of Licensee's action shall belong to Licensee, to the extent the amounts were originally paid by Licensee. In the event Licensee notifies Licensor by the due date for assessment of Licensee's intent to contest the assessment, Licensor shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Licensor shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Licensee.

(e) Licensee shall have the right but not the obligation to pay any taxes due by Licensor hereunder if Licensor fails to timely do so, in addition to any other rights or remedies of Licensee. In the event that Licensee exercises its rights under this Section 21(e) due to such Licensor default, Licensee shall have the right to deduct such tax amounts paid from any monies due to Licensor from Licensee as provided in Section 15(b), provided that Licensee may exercise such right without having provided to Licensor notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Licensee in the manner set forth in Section 17. Promptly after the Effective Date, Licensor shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Licensee. In the event that Licensee's tax address changes by notice to Licensor, Licensor shall be required to provide Licensee's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC
Attn: Tower Asset Group – Lease Administration
Re: Cell Site No.: CVL06075
Search Ring Name: Gold Hill
Cell Site Name: Gold Hill (NV)
Fixed Asset No.: 10151421
575 Morosgo Drive NE
Atlanta, GA 30324

(g) Notwithstanding anything to the contrary contained in this Section 21, Licensee shall have no obligation to reimburse any tax or assessment for which the Licensor is reimbursed or rebated by a third party.

22. <u>SALE OF PROPERTY.</u>

(a) Licensor may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Licensor's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Licensee or any sublicensee, any obligation of Licensor under this Agreement, including Licensor's obligation to cooperate with Licensee as provided hereunder.

(b) If Licensor, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or the Surrounding Property, to a purchaser other than Licensee, Licensor shall promptly notify Licensee in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Licensee's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Licensor or its successor shall send the documents listed below in this Section 22(b) to Licensee. Until Licensee receives all such documents, Licensee's failure to make payments under this Agreement shall not be an event of default and Licensee reserves the right to hold payments due under this Agreement.

i. Old deed to Property
ii. New deed to Property
iii. Bill of Sale or Transfer
iv. Copy of current Tax Bill
v. New IRS Form W-9
vi. Completed and Signed Licensee Payment Direction Form
vii. Full contact information for new Licensor including phone number(s)

(c) Licensor agrees not to sell, lease or use any areas of the Property or the Surrounding Property for the installation, operation or maintenance of other wireless communication facilities if such installation, operation or maintenance would interfere with Licensee's Permitted Use or communications equipment as determined by radio propagation tests performed by Licensee in its sole discretion. Licensor or Licensor's prospective purchaser shall reimburse Licensee for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Licensee, Licensor shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communication facility or equipment.

(d) The provisions of this Section 22 shall in no way limit or impair the obligations of Licensor under this Agreement, including interference and access obligations.

23. RIGHT OF FIRST REFUSAL. Notwithstanding the provisions contained in Section 22, if at any time after the Effective Date, Licensor receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the License Fee payments associated with this Agreement or an offer to purchase an easement with respect to the Premises ("**Offer**"), Licensor shall immediately furnish Licensee with a copy of the Offer. Licensee shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer but Licensee may assign its rights to a third party. If Licensee chooses not to exercise this right or fails to provide written notice to Licensor within the ninety (90) day period, Licensor may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of this Agreement. If Licensor attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section 23, the sale, conveyance, assignment or transfer shall be void. Licensee shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Licensor complies with this Section 23. Licensee's failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 23 with respect to any future proposed conveyances as described herein. The rights granted by this Section shall not apply to any transaction other than the assignment by Licensor solely of the License Fee stream hereunder under the terms of this Section 23. Without limiting the generality of the foregoing, nothing in this Section shall be construed to apply to (1) Licensor's grant of a security interest hereunder in connection with any mortgage, loan or other extension of credit; (2) Licensor's retention of a contractor to manage and maintain the Property or a portion thereof for a consideration that includes, in whole or in part, the right to share in License Fee payments or other revenues; (3) Licensor's retention of a contractor to collect the License Fee or other accounts receivable on Licensor's behalf; or (4) the assignment of revenue under any agreement other than this Agreement or of rentals/license fees due from any tenant/licensee of Licensor other than Licensee.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Licensor and Licensee. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum of License.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of License substantially in the form attached as **Exhibit 24(b)**. Either party may record this Memorandum of License at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of License.

(c) **Limitation of Liability**. Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Licensee and Licensor each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law**. Licensee agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Licensee's use of the Communication Facility on the Property. Licensor agrees to comply with all Laws relating to Licensor's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Licensee" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Licensee pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival**. Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Licensor agrees to provide Licensee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Licensee, including any change in Licensor's name or address. A copy of the IRS Form W-9 in its current form is attached hereto as **Exhibit 24(k)**.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Licensor and Licensee. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Licensor, Licensee and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **Incidental Fees.** Unless specified in this Agreement, no unilateral fees or additional costs or expenses are to be applied by either party to the other party, including review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Licensor will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Licensee may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

"LICENSOR"

Storey County,
a Nevada governmental entity

By: _____

Name: _____

Its: _____

Date: _____, 2019

"LICENSEE"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

Name: _____

Its: _____

Date: _____, 2019

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

to the Option and License Agreement dated as of _____, 2019, by and between Storey County, a Nevada governmental entity, as Licensor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Licensee.

The Property is legally described as follows:

PARCEL 1: THIS PARCEL IS A COMBINATION OF AN 18.423 ACRE PARCEL AS SHOWN ON RECORD OF SURVEY LOT LINE ADJUSTMENT MAP DOC. NO. 67649, AND LOT 39-B OF RECORD OF SURVEY DOC. NO. 45761.
IN THIS FIELD SURVEY, NO ORIGINAL CORNERS WERE FOUND FOR THE GOLD HILL MAP AND NONE WERE BELIEVED TO BE SET.
THE EAST LINE OF SAID 18.423 ACRE PARCEL WAS ADJUSTED TO THE RIGHT OF WAY PER THE NDOT RIGHT OF WAY MAP DATED JANUARY 1946. THE WEST BOUNDARY OF THIS 18.423 ACRE PARCEL DID NOT FIT WELL WITH THE ADJOINING HAYES PARCEL (002-031-03) TO THE WEST, AND THIS PARCELS WEST LINE WAS ADJUSTED TO THE EAST LINE OF HAYES' PARCEL AT THE INSTRUCTION OF STOREY COUNTY.
SAID LOT 39-B IS BEST FIT USING THE RECORD OF SURVEY MAP DOC. NO. 45761, ADJUSTING IT TO THE NORTH LINE OF SAID MAP NO. 67649, THE EAST LINE OF PARCEL MAP DOC. NO. 97748, AND THE EAST LINE OF PARCEL MAP DOC. NO. 62966. ONE SURVEY MONUMENT WAS FOUND IN THE MOST NORTHERLY CORNER OF PARCEL 1, AND WAS HELD FOR LINE AND DISTANCE AT THAT POINT.

The Premises are described and/or depicted as follows:

[100% Zoning Drawings Dated November 28 2018, Prepared by Adaptive Re-Use Engineering, and Consisting of Nine (9) Pages, Appears on Following Pages]

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY LICENSEE.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Licensor represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

1. None.

EXHIBIT 12

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

[*Licensor Letterhead*[

[Insert Date]

Building Staff / Security Staff
[Licensor, Lessee, Licensee]
[Street Address]
[City, State, Zip]

Re: Authorized Access granted to [ ]

Dear Building and Security Staff,

Please be advised that we have signed a license with [ ] permitting [ ] to install, operate and maintain telecommunications equipment at the property. The terms of the license grant [ ] and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the licensed area.

To avoid impact on telephone service during the day, [ ] representatives may be seeking access to the property outside of normal business hours. [ ] representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to licensed area. Thank you for your assistance.

_____
Licensor Signature

EXHIBIT 24(b)

MEMORANDUM OF LICENSE

[FOLLOWS ON NEXT PAGE]

Recording Requested By
<u>& When Recorded Return To:</u>

New Cingular Wireless PCS, LLC
Attn: Tower Asset Group – Lease Administration
575 Morosgo Drive NE
Atlanta, GA 30324

APN: 002-023-11

(Space Above This Line For Recorder's Use Only)

Cell Site No.: CVL06075
Search Ring Name: Gold Hill
Cell Site Name: Gold Hill (NV)
Fixed Asset No.: 10151421
State: Nevada
County: Storey

MEMORANDUM
OF
LICENSE

This Memorandum of License is entered into on this ____ day of _____, 2019, by and between Storey County, a Nevada governmental entity, having its residing mailing address of P.O. Box 176, Virginia City, NV 89440 (hereinafter called "**Licensor**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 ("**Licensee**").

1. Licensor and Licensee entered into a certain Option and License Agreement as of _____, 2019 ("**Agreement**"), for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The initial license term will be five (5) years commencing on the effective date of written notification by Licensee to Licensor of Licensee's exercise of its option, with four (4) successive automatic five (5) year options to renew.

3. The portion of the land being licensed to Licensee and associated licenses are described in **Exhibit 1** annexed hereto.

4. The Agreement gives Licensee a right of first refusal in the event Licensor receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the License Fee payments associated with the Agreement or an offer to purchase an easement with respect to the Premises.

5. This Memorandum of License is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of License and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of License as of the day and year first above written.

LICENSOR:

Storey County,
a Nevada governmental entity

By: _____

Name: _____

Its: _____

Date: _____, 2019

LICENSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

Name: _____

Its: _____

Date: _____, 2019

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

LICENSOR ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Nevada
County of _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

LICENSEE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

EXHIBIT 1
TO MEMORANDUM OF LICENSE

DESCRIPTION OF PROPERTY AND PREMISES

to the Memorandum of License dated _____, 2019, by and between Storey County, a Nevada governmental entity, as Licensor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Licensee.

The Property is legally described as follows:

PARCEL 1: THIS PARCEL IS A COMBINATION OF AN 18.423 ACRE PARCEL AS SHOWN ON RECORD OF SURVEY LOT LINE ADJUSTMENT MAP DOC. NO. 67649, AND LOT 39-B OF RECORD OF SURVEY DOC. NO. 45761.
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THE EAST LINE OF SAID 18.423 ACRE PARCEL WAS ADJUSTED TO THE RIGHT OF WAY PER THE NDOT RIGHT OF WAY MAP DATED JANUARY 1946. THE WEST BOUNDARY OF THIS 18.423 ACRE PARCEL DID NOT FIT WELL WITH THE ADJOINING HAYES PARCEL (002-031-03) TO THE WEST, AND THIS PARCELS WEST LINE WAS ADJUSTED TO THE EAST LINE OF HAYES' PARCEL AT THE INSTRUCTION OF STOREY COUNTY.
SAID LOT 39-B IS BEST FIT USING THE RECORD OF SURVEY MAP DOC. NO. 45761, ADJUSTING IT TO THE NORTH LINE OF SAID MAP NO. 67649, THE EAST LINE OF PARCEL MAP DOC. NO. 97748, AND THE EAST LINE OF PARCEL MAP DOC. NO. 62966. ONE SURVEY MONUMENT WAS FOUND IN THE MOST NORTHERLY CORNER OF PARCEL 1, AND WAS HELD FOR LINE AND DISTANCE AT THAT POINT.

The Premises are described and/or depicted as follows:

[One (1) Page Depiction of the Premises Suitable for Recording in Storey County Appears on Following Page]

EXHIBIT 24(k)

IRS FORM W-9

[IRS FORM W-9 (REVISED OCTOBER 2018) APPEARS ON FOLLOWING PAGE]

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

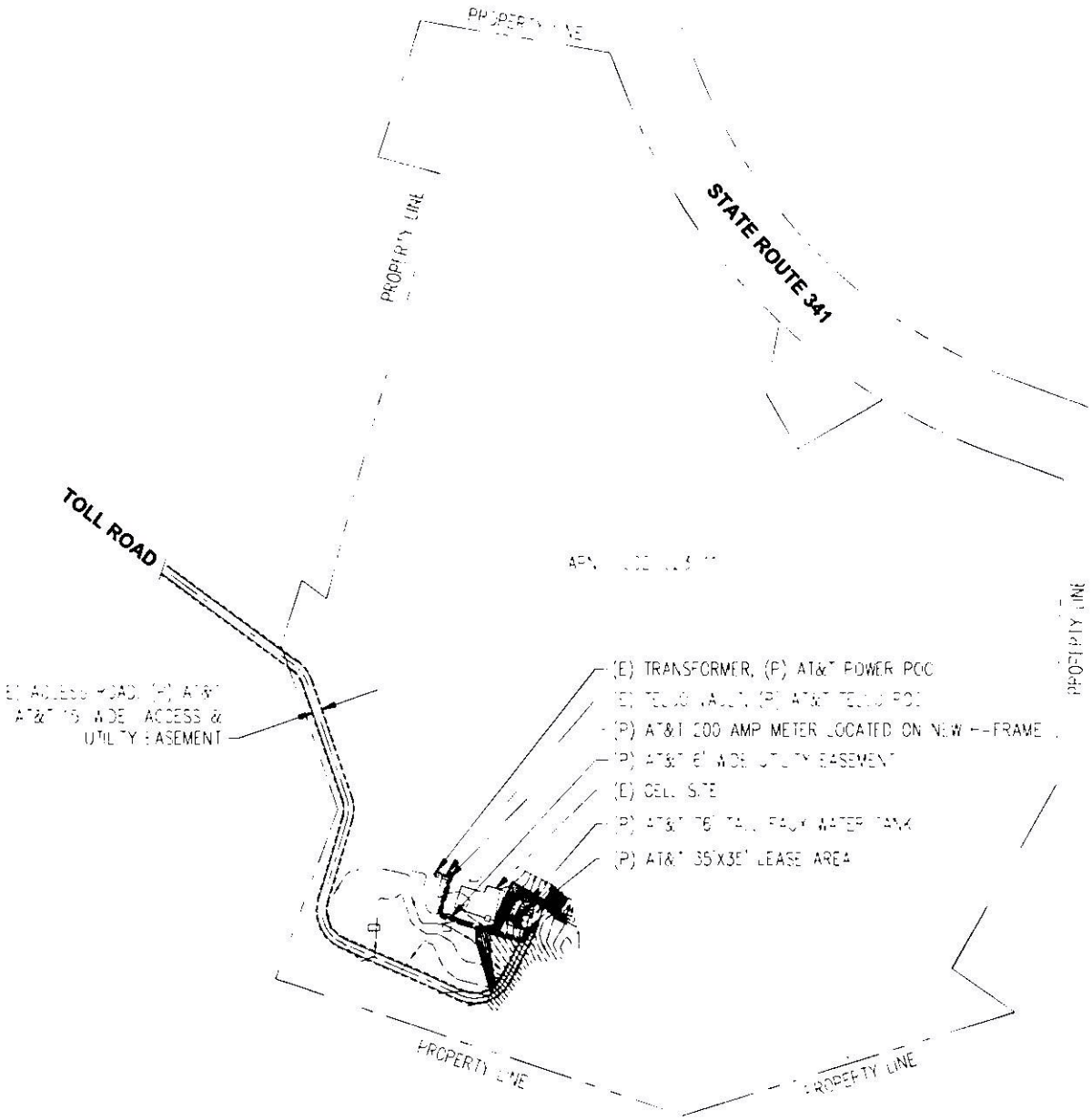
Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*



PLAN NORTH

NORTH

OVERALL SITE PLAN

GOLD HILL HANGMAN

911 HIGHWAY 341 VIRGINIA CITY NV, 89440

at&t

2600 CAMINO RAMON, 4W850N, SAN RAMON CA 94553

EPIC WIRELESS GROUP

605 COOLIDGE DRIVE, SUITE 100 FOLSOM CA 95630

AT&T SITE NUMBER: CVL06075 FA NUMBER: 10151421

MOL EXHIBIT 1

SITE NUMBER: CVL06075

SITE NAME: GOLD HILL - HANGMAN

911 HIGHWAY 341
VIRGINA CITY, NV 89440
JURISDICTION: STOREY COUNTY
APN: 002-023-11

SITE TYPE:WATER TOWER/SHELTER

PROJECT DESCRIPTION

(P) NEW UNMANNED TELECOMMUNICATIONS FACILITY.

1. [illegible] POWER / TELCO / FIBER TO SITE LOCATION
2. [illegible] LEASE AREA
3. INSTALL (6)[illegible] APPROVED PRE-MANUFACTURED EQUIPMENT SHELTER AND ASSOCIATED [illegible] EQUIPMENT
4. ADD (1) NEW GPS UNITS
5. ADD 70'-0" PINE BLUFF TOWER
6. ADD (12) ANTENNAS (4) PER ALPHA, BETA, GAMMA SECTOR
7. ADD (24) RRUS
8. ADD (4) DUPLEX DIPLEXERS
9. ADD 5'-0" HIGH CHAIN LINK FENCE W/(3) STRAND ANTI CLIMB BARBED
10. ADD [illegible] AC [illegible] W/ GAS [illegible]

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUCTED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

1. THE 2012 INTERNATIONAL FIRE CODE (IFC) AND APPENDICES B, C, AND D, WITH THE AMENDMENTS IN SECTION 15.04.080.
2. THE 2012 INTERNATIONAL BUILDING CODE (IBC), CHAPTERS 1 THROUGH 35 AND APPENDICES C, E, I, AND J, WITH THE AMENDMENTS IN SECTIONS 15.04.080 AND 15.08.050.
3. THE 2012 INTERNATIONAL RESIDENTIAL CODE (IRC), CHAPTERS 1 THROUGH 44, AND APPENDICES A, B, C, G, H, J, K, AND M, WITH THE AMENDMENTS IN SECTIONS 15.04.080 AND 15.08.050.
4. THE 2012 INTERNATIONAL EXISTING BUILDING CODE (IEBC), CHAPTERS 1 THROUGH 16.
5. THE 2009 INTERNATIONAL ENERGY CONSERVATION CODE (IECC), CHAPTERS 1 THROUGH 8.
6. THE 2012 INTERNATIONAL FUEL GAS CODE (IFGC), CHAPTERS 1 THROUGH 7 AND APPENDICES.
7. THE 2012 UNIFORM MECHANICAL CODE (UMC), CHAPTERS 2 THROUGH 17, AND APPENDICES A, B, C.
8. THE 2012 INTERNATIONAL MECHANICAL CODE (IMC), CHAPTERS 1 THROUGH 15, AND APPENDIX A.
9. THE 2012 UNIFORM PLUMBING CODE (UPC), CHAPTERS 2 THROUGH 17, AND APPENDICES A, B, D, E, F, I, AND L.
10. THE 2011 NATIONAL ELECTRICAL CODE (NEC), CHAPTERS 1 THROUGH 9.
11. THE 1997 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS (UCADB).
12. THE 2012 INTERNATIONAL WILDLAND URBAN INTERFACE CODE AMENDMENTS IN SECTION 15.04.080.
13. THE 2012 NORTHERN NEVADA AMENDMENTS PUBLISHED BY THE NORTHERN NEVADA CHAPTER OF THE INTERNATIONAL CODE COUNCIL. COPIES AVAILABLE AT WWW.NNICC.ORG.
14. THE 2011 NORTHERN NEVADA ENERGY CODE AMENDMENTS PUBLISHED BY THE NORTHERN NEVADA CHAPTER OF THE INTERNATIONAL CODE COUNCIL.
15. WHERE CONFLICTS OCCUR BETWEEN THE CODES REFERENCED ABOVE AND THE FOLLOWING AMENDMENTS, THE AMENDMENTS WILL APPLY. (ORD. NO. 14-255, § I, 5-19-2014; ORD. 172 § 1(PART), 2000)
16. ANSI/EIA-TIA-222-G
17. ALONG WITH ANY OTHER APPLICABLE LOCAL & STATE LAWS AND REGULATIONS.

OCCUPANCY AND CONSTRUCTION TYPE

OCCUPANCY : U (UNMANNED)

CONSTRUCTION TYPE: V-B

PROJECT INFORMATION

PROPERTY INFORMATION

SITE NAME: GOLD HILL – HANGMAN

SITE NUMBER: CVL06075

SEARCH RING: GOLD HILL – HANGMAN

FA# 10151421

SITE ADDRESS: 911 HIGHWAY 341
VIRGINA CITY, NV 89440

A.P.N.: 002-023-11

CURRENT USE: (P) PUBLIC

NEW USE: (U) UNMANNED TELECOMMUNICATION FACILITY

JURISDICTION: STOREY COUNTY

LATITUDE: N 39° 17' 44.02"

LONGITUDE: W 119° 39' 05.21"

GROUND ELEVATION: [illegible] FT. AMSL

PROPERTY OWNER
STOREY COUNTY
STOREY COUNTY COURTHOUSE
BOX 176
VIRGINIA CITY, NV 89440
ATTN: AARON CHRISTENSEN

POWER AGENCY
NV ENERGY
6226 WEST SAHARA AVE
LAS VEGAS, NV 89146
PH: 775-834-4444

TELEPHONE AGENCY
AT&T
525 MARKET STREET, SPEAR TOWER
SAN FRANCISCO, CA 94105
PH: 1-800-310-2355

PROS DATED 06-20-2018 ISSUE FOR REVISION 1.00.00

PROJECT TEAM

APPLICANT / LESSEE
AT&T
[illegible] EXECUTIVE PARKWAY
SAN RAMON, CA 94583

RF ENGINEER
AT&T CONTACT: ADAM SANCHEZ
EMAIL: [illegible]@att.com

PROJECT MGR
EPIC WIRELESS
CONTACT: NICK TABAS
EMAIL: NICK.TABAS@EPICWIRELESS.NET
PH: (916) 989-1444

SITE ACQUISITION
EPIC WIRELESS
CONTACT: SHAN [illegible]
EMAIL: SHAN.[illegible]@EPICWIRELESS.NET
PH: (916) 288-5011

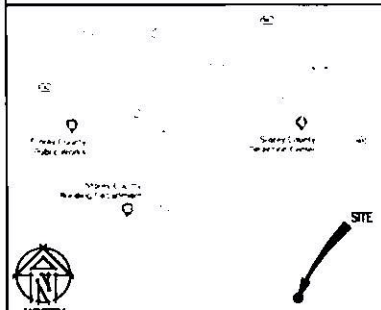
CONSTRUCTION MGR
COMPANY: EPIC WIRELESS
CONTACT: PETE MANNS
EMAIL: PETE.MANNS@EPICWIRELESS.NET
PH: (530) 383-8667

AE DESIGN GROUP
COMPANY: EPIC WIRELESS
CONTACT: CARL SALVESEN
EMAIL: CARL.SALVESEN@EPICWIRELESS.NET
PH: (530) 633-4763

ARCHITECT / ENGINEER
ADAPTIVE RE-USE ENGINEERING
CONTACT: CRAIG HORNER, PE 84674
EMAIL: CRAIGHORNER@YAHOO.COM
PH: (314) 407-3184

CIVIL VENDOR
EPIC WIRELESS CONSTRUCTION MANAGER
CONTACT: COREY VANNIE, VENDOR
EMAIL: COREY.VANNIE@VOORHENCE.COM
PH: (312) 282-7677

VICINITY MAP



NOT TO SCALE

DIRECTIONS FROM AT&T

DIRECTIONS FROM AT&T'S OFFICE AT 2000 CAMINO RAMON, SAN RAMON, CA

2000 CAMINO RAMON
SAN RAMON, CA 94583

1. CAMINO RAMON TOWARDS BISHOP RD 0.3 MI
2. TURN RIGHT ONTO BISHOP DRIVE/BISHOP RD 0.4 MI
3. TURN RIGHT RIGHT FOR I-680 NORTH TOWARDS SACRAMENTO TOLL ROAD 24.1 MI
4. TAKE RAMP RIGHT FOR I-80 EAST TOWARDS SACRAMENTO 0.4 MI
5. TAKE RAMP RIGHT FOR I-80 EAST TOWARDS AUBURN / RENO 120.5 MI
6. TAKE RAMP RIGHT FOR I-580 SOUTH / US-395 SOUTH TOWARDS AUBURN / CARSON CITY 1.9 MI
7. AT EXIT 57B, TAKE RAMP RIGHT FOR VIRGINIA ST SOUTH TOWARDS VIRGINIA CITY / VIRGINIA CITY 0.3 MI
8. REAR RIGHT ONTO S VIRGINIA ST 0.1 MI
9. SLIGHT RIGHT CHANGE TO US-395 / US-395 0.4 MI
10. TURN LEFT ONTO US-341 S / [illegible] SHARE RD 0.2 MI
11. AT ROUNDABOUT, TAKE 1ST EXIT 10.7 MI
12. SLIGHT RIGHT ONTO S 5 ST 0.0 MI
13. ROAD NAME CHANGES TO S 5 ST 0.4 MI
14. TURN RIGHT ONTO US-341 / C ST 120 FT
15. TURN LEFT TO STAY ON US-341 0.3 MI
16. ARRIVE AT US-341
17. THE LAST DESTINATION IS ON LEFT
18. IF YOU REACH MONTEZUMA RD, YOU'VE GONE TOO FAR
19. 911 US-341, VIRGINIA CITY, NV 89440
20. ARRIVE AT
911 HIGHWAY 341
VIRGINIA CITY, NV 89440

SPECIAL INSPECTIONS

APPROVALS

APPROVED BY	SIGNATURE	DATE
AT&T		
VENDOR:		
R.F.:		
LEASING / LANDLORD:		
ZONING:		
CONSTRUCTION:		
POWER / TELCO:		
PM/CM:		

SHEET INDEX

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GENERAL CONTRACTOR NOTES

DO NOT SCALE DRAWINGS

THESE DRAWINGS ARE INTENDED TO BE FULL SIZE AT 24" x 36". CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOBSITE AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT/ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR MATERIAL ORDERS OR BE RESPONSIBLE FOR THE SAME.

DIGALERT
800-227-2600
Call 2 Full Working Days In Advance

Project For
GOLD HILL - HANGMAN
911 HIGHWAY 341
VIRGINIA CITY, NV 89440

PREPARED FOR
at&t
2000 Camino Ramon, 4W-550-H
San Ramon, California 94583

EPIC WIRELESS GROUP LLC
Connecting a Wireless World

AT&T SITE NO	CVL06075
PROJECT NO	10151421
DRAWN BY	SAD
CHECKED BY	CES

REV	DATE	DESCRIPTION
	06-20-18	100%

Licensed

Engineer
ADAPTIVE RE-USE ENGINEERING
Craig Horner PE 84674
314-407-3184
3110 LEATHA WAY
SACRAMENTO CA 95821
craighorner@yahoo.com

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1

GENERAL CONSTRUCTION NOTES:

1. PLANS ARE INTENDED TO BE DIAGRAMMATIC OUTLINE ONLY, UNLESS NOTED OTHERWISE. THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
2. THE CONTRACTOR SHALL OBTAIN, IN WRITING, AUTHORIZATION TO PROCEED BEFORE STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED OR IDENTIFIED BY THE CONTRACT DOCUMENTS.
3. CONTRACTOR SHALL CONTACT USA (UNDERGROUND SERVICE ALERT) AT (800) 227-2600, FOR UTILITY LOCATIONS, 48 HOURS BEFORE PROCEEDING WITH ANY EXCAVATION, SITE WORK OR CONSTRUCTION.
4. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY INDICATED OTHERWISE, OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE IBC REQUIREMENTS REGARDING EARTHQUAKE RESISTANCE, FOR, BUT NOT LIMITED TO, PIPING, LIGHT FIXTURES, CEILING GRID, INTERIOR PARTITIONS, AND MECHANICAL EQUIPMENT. ALL WORK MUST COMPLY WITH LOCAL EARTHQUAKE CODES AND REGULATIONS.
6. REPRESENTATIONS OF TRUE NORTH, OTHER THAN THOSE FOUND ON THE PLOT OF SURVEY DRAWINGS, SHALL NOT BE USED TO IDENTIFY OR ESTABLISH BEARING OF TRUE NORTH AT THE SITE. THE CONTRACTOR SHALL RELY SOLELY ON THE PLOT OF SURVEY DRAWING AND ANY SURVEYOR'S MARKINGS AT THE SITE FOR THE ESTABLISHMENT OF TRUE NORTH, AND SHALL NOTIFY THE ARCHITECT / ENGINEER PRIOR TO PROCEEDING WITH THE WORK IF ANY DISCREPANCY IS FOUND BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND THE TRUE NORTH ORIENTATION AS DEPICTED ON THE CIVIL SURVEY. THE CONTRACTOR SHALL ASSUME SOLE LIABILITY FOR ANY FAILURE TO NOTIFY THE ARCHITECT / ENGINEER.
7. THE BUILDING DEPARTMENT ISSUING THE PERMITS SHALL BE NOTIFIED AT LEAST TWO WORKING DAYS PRIOR TO THE COMMENCEMENT OF WORK, OR AS OTHERWISE STIPULATED BY THE CODE ENFORCEMENT OFFICIAL HAVING JURISDICTION.
8. DO NOT EXCAVATE OR DISTURB BEYOND THE PROPERTY LINES OR LEASE LINES, UNLESS OTHERWISE NOTED.
9. ALL EXISTING UTILITIES, FACILITIES, CONDITIONS, AND THEIR DIMENSIONS SHOWN ON THE PLAN HAVE BEEN PLOTTED FROM AVAILABLE RECORDS. THE ARCHITECT / ENGINEER AND THE OWNER ASSUME NO RESPONSIBILITY WHATSOEVER AS TO THE SUFFICIENCY OR THE ACCURACY OF THE INFORMATION SHOWN ON THE PLANS, OR THE MANNER OF THEIR REMOVAL OR ADJUSTMENT. CONTRACTORS SHALL BE RESPONSIBLE FOR DETERMINING EXACT LOCATION OF ALL EXISTING UTILITIES AND FACILITIES PRIOR TO START OF CONSTRUCTION. CONTRACTORS SHALL ALSO OBTAIN FROM EACH UTILITY COMPANY DETAILED INFORMATION RELATIVE TO WORKING SCHEDULES AND METHODS OF REMOVING OR ADJUSTING EXISTING UTILITIES.
10. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES, BOTH HORIZONTAL AND VERTICALLY, PRIOR TO THE START OF CONSTRUCTION. ANY DISCREPANCIES OR DOUBTS AS TO THE INTERPRETATION OF PLANS SHOULD BE IMMEDIATELY REPORTED TO THE ARCHITECT / ENGINEER FOR RESOLUTION AND INSTRUCTION, AND NO FURTHER WORK SHALL BE PERFORMED UNTIL THE DISCREPANCY IS CHECKED AND CORRECTED BY THE ARCHITECT / ENGINEER. FAILURE TO SECURE SUCH INSTRUCTION MEANS CONTRACTOR WILL HAVE WORKED AT HIS/HER OWN RISK AND EXPENSE.
11. ALL NEW AND EXISTING UTILITY STRUCTURES ON SITE AND IN AREAS TO BE DISTURBED BY CONSTRUCTION SHALL BE ADJUSTED TO FINISH ELEVATIONS PRIOR TO FINAL INSPECTION OF WORK.
12. ANY DRAIN AND/OR FIELD TILE ENCOUNTERED / DISTURBED DURING CONSTRUCTION SHALL BE RETURNED TO IT'S ORIGINAL CONDITION PRIOR TO COMPLETION OF WORK. SIZE, LOCATION AND TYPE OF ANY UNDERGROUND UTILITIES OR IMPROVEMENTS SHALL BE ACCURATELY NOTED AND PLACED ON "AS-BUILT" DRAWINGS BY GENERAL CONTRACTOR, AND ISSUED TO THE ARCHITECT / ENGINEER AT COMPLETION OF PROJECT.
13. ALL TEMPORARY EXCAVATIONS FOR THE INSTALLATION OF FOUNDATIONS, UTILITIES, ETC., SHALL BE PROPERLY LAID BACK OR BRACED IN ACCORDANCE WITH CORRECT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REQUIREMENTS.
14. INCLUDE MISC. ITEMS PER AT&T SPECIFICATIONS

APPLICABLE CODES, REGULATIONS AND STANDARDS:

SUBCONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) FOR THE LOCATION.

THE EDITION OF THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.

SUBCONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:

-AMERICAN CONCRETE INSTITUTE (ACI) 318; BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE
-AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC); MANUAL OF STEEL CONSTRUCTION, ASD, FOURTEENTH EDITION
-TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222-G, STRUCTURAL STANDARD FOR STRUCTURAL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES
-INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) 81, GUIDE FOR MEASURING EARTH RESISTIVITY, GROUND IMPEDANCE, AND EARTH SURFACE POTENTIALS OF A GROUND SYSTEM IEEE 1100 (1999) RECOMMENDED PRACTICE FOR POWERING AND GROUNDING OF ELECTRICAL EQUIPMENT
-IEEE C62.41, RECOMMENDED PRACTICES ON SURGE VOLTAGES IN LOW VOLTAGE AC POWER CIRCUITS (FOR LOCATION CATEGORY "C3" AND "HIGH SYSTEM EXPOSURE")

TIA 607 COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS. TELCORDIA GR-63 NETWORK EQUIPMENT-BUILDING SYSTEM (NEBS): PHYSICAL PROTECTION
TELCORDIA GR-347 CENTRAL OFFICE POWER WIRING
TELCORDIA GR-1275 GENERAL INSTALLATION REQUIREMENTS
TELCORDIA GR-1503 COAXIAL CABLE CONNECTIONS

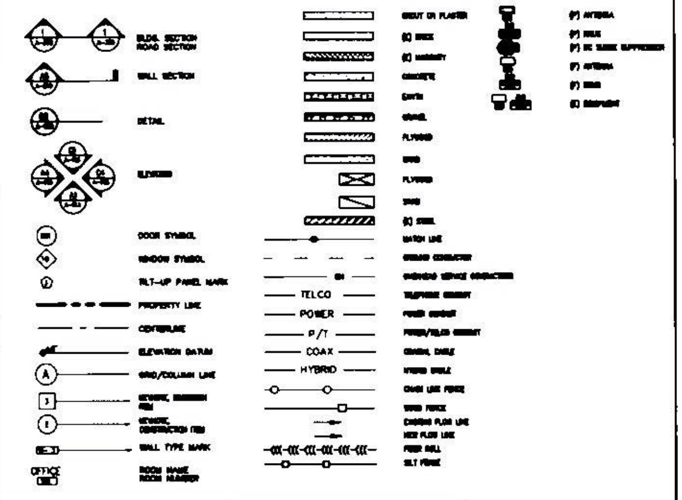
ANY AND ALL OTHER LOCAL & STATE LAWS AND REGULATIONS

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

ABBREVIATIONS

A.B.	ANCHOR BOLT	HT.	HEIGHT
ABV.	ABOVE	IGR.	ISOLATED COPPER GROUND BUS
ACCA	ANTENNA CABLE COVER ASSEMBLY	IN. (")	INCH(ES)
ADD'L.	ADDITIONAL	INT.	INTERIOR
A.F.F.	ABOVE FINISHED FLOOR	LB.(#)	POUND(S)
A.F.G.	ABOVE FINISHED GRADE	L.B.	LAG BOLTS
ALUM.	ALUMINUM	L.F.	LINEAR FEET (FOOT)
ALT.	ALTERNATE	L	LONG(ITUDINAL)
ANT.	ANTENNA	MAS.	MASONRY
APPRX.	APPROXIMATE(LY)	MAX.	MAXIMUM
ARCH.	ARCHITECT(URAL)	M.B.	MACHINE BOLT
AWG.	AMERICAN WIRE GAUGE	MECH.	MECHANICAL
BLDG.	BUILDING	MFR.	MANUFACTURER
BLK.	BLOCK	MIN.	MINIMUM
BLKG.	BLOCKING	MISC.	MISCELLANEOUS
BM.	BEAM	MTL.	METAL
B.N.	BOUNDARY NAILING	(N)	NEW
BTCW.	BARE TINNED COPPER WIRE	NO.(#)	NUMBER
B.O.F.	BOTTOM OF FOOTING	N.T.S.	NOT TO SCALE
B/U	BACK-UP CABINET	O.C.	ON CENTER
CAB.	CABINET	OPNG.	OPENING
CANT.	CANTILEVER(ED)	(P)	PROPOSED
C.I.P.	CAST IN PLACE	P/C	PRECAST CONCRETE
CLG.	CEILING	PCS	PERSONAL COMMUNICATION SERVICES
CLR.	CLEAR	PLY.	PLYWOOD
COL.	COLUMN	PPC	POWER PROTECTION CABINET
CONC.	CONCRETE	PRC	PRIMARY RADIO CABINET
CONN.	CONNECTION(OR)	P.S.F.	POUNDS PER SQUARE FOOT
CONST.	CONSTRUCTION	P.S.I.	POUNDS PER SQUARE INCH
CONT.	CONTINUOUS	P.T.	PRESSURE TREATED
d	PENNY (NAILS)	PWR.	POWER (CABINET)
DBL.	DOUBLE	QTY.	QUANTITY
DEPT.	DEPARTMENT	RAD.(R)	RADIUS
D.F.	DOUGLAS FIR	REF.	REFERENCE
DIA.	DIAMETER	REINF.	REINFORCEMENT(ING)
DIAG.	DIAGONAL	REQ'D.	REQUIRED
DIM.	DIMENSION	RGS.	RIGID GALVANIZED STEEL
DWG.	DRAWING(S)	SCH.	SCHEDULE
DTL.	DETAIL(S)	SHT.	SHEET
EA.	EACH	SIM.	SIMILAR
EL.	ELEVATION	SPEC.	SPECIFICATIONS
ELEC.	ELECTRICAL	SQ.	SQUARE
ELEV.	ELEVATOR	S.S.	STAINLESS STEEL
EMT.	ELECTRICAL METALLIC TUBING	STD.	STANDARD
E.N.	EDGE NAIL	STL.	STEEL
ENG.	ENGINEER	STRUC.	STRUCTURAL
EQ.	EQUAL	TEMP.	TEMPORARY
EXP.	EXPANSION	THK.	THICK(NESS)
EXST.(E)	EXISTING	T.N.	TOE NAIL
EXT.	EXTERIOR	T.O.A.	TOP OF ANTENNA
FAB.	FABRICATION(OR)	T.O.C.	TOP OF CURB
F.F.	FINISH FLOOR	T.O.F.	TOP OF FOUNDATION
F.G.	FINISH GRADE	T.O.P.	TOP OF PLATE (PARAPET)
FIN.	FINISH(ED)	T.O.S.	TOP OF STEEL
FLR.	FLOOR	T.O.W.	TOP OF WALL
FDN.	FOUNDATION	TYP.	TYPICAL
F.O.C.	FACE OF CONCRETE	U.G.	UNDER GROUND
F.O.M.	FACE OF MASONRY	U.L.	UNDERWRITERS LABORATORY
F.O.S.	FACE OF STUD	U.N.O.	UNLESS NOTED OTHERWISE
F.O.W.	FACE OF WALL	V.I.F.	VERIFY IN FIELD
F.S.	FINISH SURFACE	W	WIDE (WIDTH)
FT.(')	FOOT (FEET)	W/	WITH
FTG.	FOOTING	WD.	WOOD
G.	GROWTH (CABINET)	W.P.	WEATHERPROOF
GA.	GAUGE	WT.	WEIGHT
GI.	GALVANIZE(D)	℄	CENTERLINE
G.F.I.	GROUND FAULT CIRCUIT INTERRUPTER	P	PLATE, PROPERTY LINE
GLB. (GLU-LAM)	GLUE LAMINATED BEAM		
GPS	GLOBAL POSITIONING SYSTEM		
GND.	GROUND		
HDR.	HEADER		
HGR.	HANGER		

SYMBOLS LEGEND



Issued For
GOLD HILL - HANGMAN
911 HIGHWAY 341
VIRGINA CITY, NV 89440

PREPARED FOR
at&t
2600 Camino Ramon, 4W850N
San Ramon, California 94583

EPIC WIRELESS GROUP LLC
Connecting a Wireless World

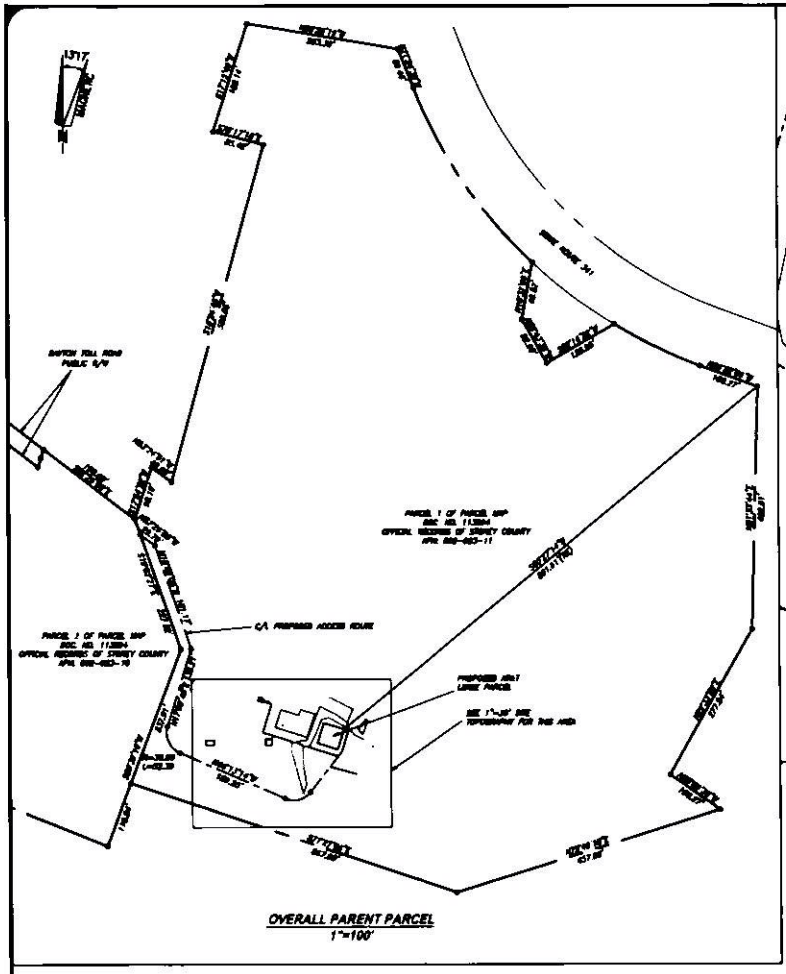
AT&T SITE NO: CVL06075
PROJECT NO: 10151421
DRAWN BY: SAO
CHECKED BY: CES

Licensor

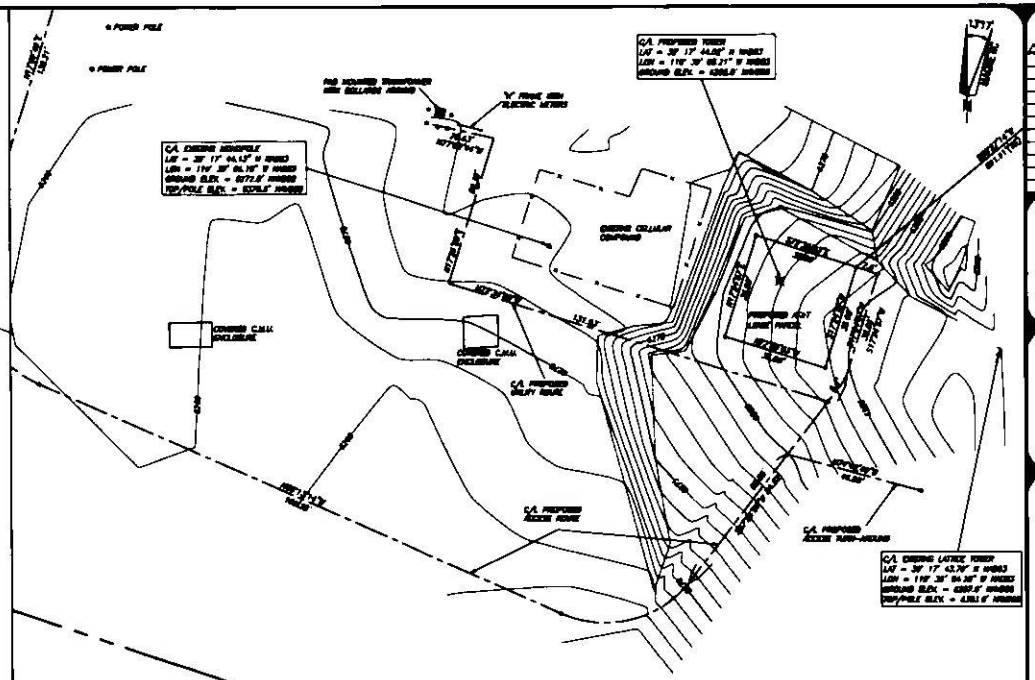
Engineer
ADAPTIVE RE-USE ENGINEERING
Craig Horner PE 84674
214-407-3184
3112 LEATHA WAY
SACRAMENTO CA 95821
craighorner@yahoo.com

SHEET TITLE
GENERAL NOTES

SHEET NUMBER
GN-1



OVERALL PARENT PARCEL
1"=100'



SITE TOPOGRAPHY
1"=20'

LEGEND

	PROPERTY LINE
	PROPOSED END OF EASEMENT AS SHOWN HEREON (NOT A PROPERTY CORNER MONUMENT)
	FLOW LINE
TEL	TELEPHONE LINE
E	ELECTRIC LINE
ELT	ELECTRIC AND TELEPHONE LINES
X	FENCE
	ALIGNMENT
GR	GRADING GROUND
TC	TOP OF CURB
BFC	BOTTOM FACE OF CURB
TW	TOP OF WALL
BW	BOTTOM OF WALL
TWF	TOP FACE OF WALK
	GROUND WELL
C/L	CENTERLINE

TITLE NOTES

NO PRELIMINARY TITLE REPORT HAS BEEN PROVIDED.

ANY EASEMENTS OR OTHER TITLE RELATED ISSUES NOT INCLUDED IN SAID REPORT WHICH ARE PART OF THE TITLE PROCESS MAY OR MAY NOT HAVE BEEN ADDRESSED. SURVEYOR ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR BOUNDARY OR TITLE ITEMS ADDRESSED HEREON. THIS IS NOT A BOUNDARY SURVEY.

SURVEYORS CERTIFICATE

THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY.

11/13/2018

CASEY R. LYNCH P.L.S. DATE
LICENSE NO. 23303

GEODETIC LOCATION

DATE OF SURVEY: JUNE 30, 2018
SITE NUMBER / NAME: CVL06075 / GOLD HILL
TYPE: PROPOSED FACILITY WITH TOWER
SITE ADDRESS: 911 HIGHWAY 341
VIRGINIA CITY, NV 89440

GEODETIC COORDINATES AT THE CENTERLINE OF THE PROPOSED TOWER

LATITUDE: 39° 17' 44.52" NORTH (NAD83) / 39.29569° NORTH
LONGITUDE: 119° 39' 35.21" WEST (NAD83) / 119.66447° WEST

GROUND ELEVATION: 6,292.0' (NAVD88) (6.0' A.G.L.)
TOP PROPOSED TOWER ELEVATION: 6,298.0' (NAVD88) (12.0' A.G.L.)

THE ACCURACY STANDARDS FOR THE ABOVE:

GEODETIC COORDINATES: +/- 15 FEET (NAD83)
ELEVATIONS: +/- 3.0 FEET (NAVD88)

DATA WAS COLLECTED BY FIELD SURVEY UTILIZING TOPCON HYPER SR RECEIVERS

SURVEY NOTES

1. ALL LATITUDES AND LONGITUDES ARE NAD 83. ALL ELEVATIONS ARE NAVD 88 UNLESS NOTED OTHERWISE.

2. ALL BOUNDARY INFORMATION SHOWN HEREON HAS BEEN COMPILED FROM RECORD DATA. THIS IS NOT A BOUNDARY SURVEY.

3. DATE OF FIELD SURVEY: JUNE 30, 2018

4. NO PRELIMINARY TITLE REPORT HAS BEEN PROVIDED. ANY EASEMENTS OR OTHER TITLE RELATED ISSUES NOT INCLUDED IN SAID REPORT OR WHICH ARE PART OF THE TITLE PROCESS MAY OR MAY NOT HAVE BEEN ADDRESSED. SURVEYOR ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR BOUNDARY OR TITLE ITEMS ADDRESSED HEREON. THIS IS NOT A BOUNDARY SURVEY.

LEGAL DESCRIPTION

PARENT PARCEL

PARCEL 1 OF PARCEL MAP DOC. NO. 113264 OFFICIAL RECORDS OF STOREY COUNTY APN: 002-023-11

LEASE AREA

COMMENCING AT THE MOST EASTERLY CORNER OF THE PREVIOUSLY DESCRIBED PARENT PARCEL, THENCE SOUTH 50° 27' 14" WEST 881.41 FEET TO THE TRUE POINT OF BEGINNING, THENCE THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 17° 24' 57" WEST 36.36 FEET
2. NORTH 72° 38' 03" WEST 35.00 FEET
3. NORTH 17° 24' 57" EAST 36.00 FEET
4. SOUTH 72° 38' 03" EAST 35.00 FEET

TO THE TRUE POINT OF BEGINNING AND ENCOMPASSING 1,226.0 SQUARE FEET MORE OR LESS

"TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS BETWEEN THE PREVIOUSLY DESCRIBED LEASE AREA AND THE PUBLIC RIGHT OF WAY AND THE RIGHT TO INSTALL AND MAINTAIN UTILITIES NECESSARY FOR THE OPERATION OF THE FACILITY TO BE INSTALLED WITHIN THE PREVIOUSLY DESCRIBED LEASE AREA.

ISSUE STATUS

△	DATE	DESCRIPTION	REV

TIMOTHY SCHAD, L.S.
10699 ROUND VALLEY RD
GRASS VALLEY, CA. 95949
PHONE: (530) 271-7477
TIM@INITIALPOINT.COM

CASEY R. LYNCH
LICENSED LAND SURVEYOR
STATE OF NEVADA
NO. 23303
11/13/2018

AT&T

CVL06075
"GOLD HILL"
911 HIGHWAY 341
VIRGINIA CITY, NV. 89440
STOREY COUNTY
APN:002-023-11

SHEET TITLE
SITE SURVEY

LS-1

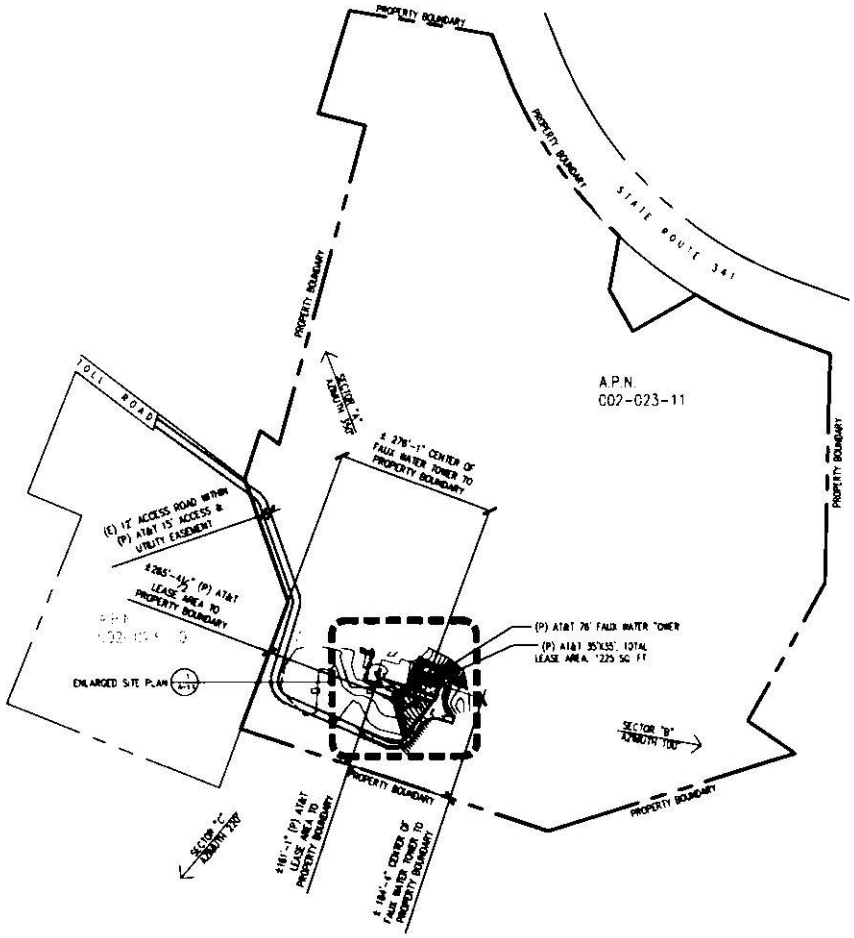
THIS IS NOT A SITE SURVEY

[illegible]

NOTES:

1. NO GRADING OR PERMANENT CONSTRUCTION SHALL OCCUR WITHIN DRIP LINES OF TREES THAT ARE TO REMAIN WITHOUT ARBORIST APPROVAL.

2. PRIOR TO CONSTRUCTION, GENERAL CONTRACTOR TO CONTACT DIGALERT TO MARK OUT EXISTING UNDERGROUND UTILITIES. IN THE EVENT OF CONFLICTS, CONTRACTOR TO CONTACT PWC.



1 OVERALL SITE PLAN
1"=100'-0"

SITE TYPE:WATER TOWER/SHELTER

Project For
GOLD HILL - HANGMAN
911 HIGHWAY 341
VIRGINIA CITY, NV 89440

PREPARED FOR
at&t
2600 Camino Ramon, [illegible]
San Ramon, California 94583

EPIC WIRELESS GROUP LLC
Connecting a Wireless World

AT&T SITE NO	CNL06075
PROJECT NO	1015.42
DRAWN BY	SAD
CHECKED BY	CEJ

LICENSED
STATE OF CALIFORNIA
CRAIG E. HOMER
No. 84674
CIVIL

[illegible]

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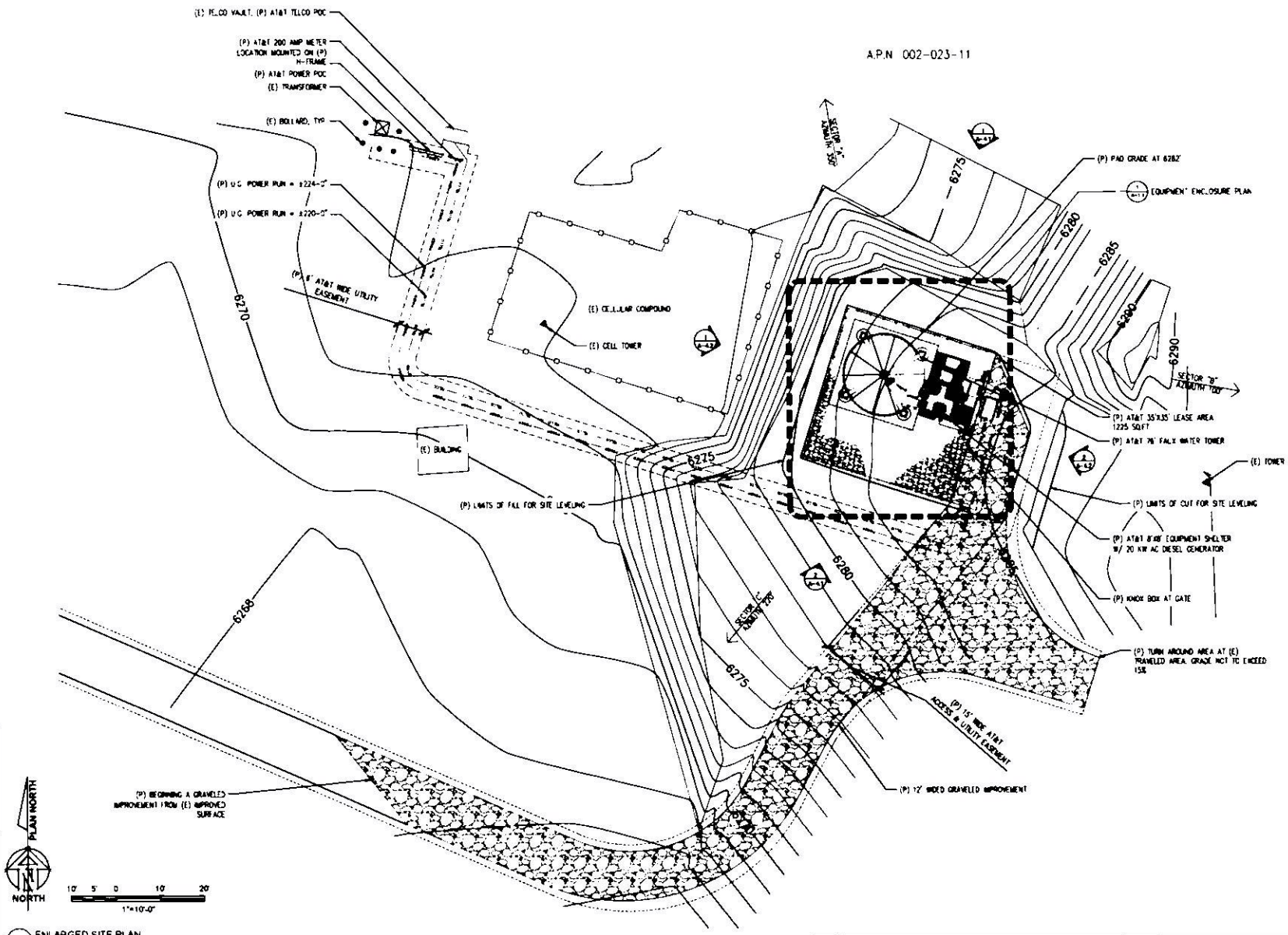
SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
A-1



1 ENLARGED SITE PLAN
1"=10'-0"

SITE TYPE:WATER TOWER/SHELTER

Project:
GOLD HILL - HANGMAN
911 HIGHWAY 341
VIRGINA CITY, NV 89440

PREPARED FOR
at&t

EPIC WIRELESS GROUP LLC
Connecting a Wireless World

AT&T SITE NO	CVL06075
PROJECT NO	12151421
DRAWN BY	SAD
CHECKED BY	CES

Engineer
ADAPTIVE RE-USE ENGINEERING
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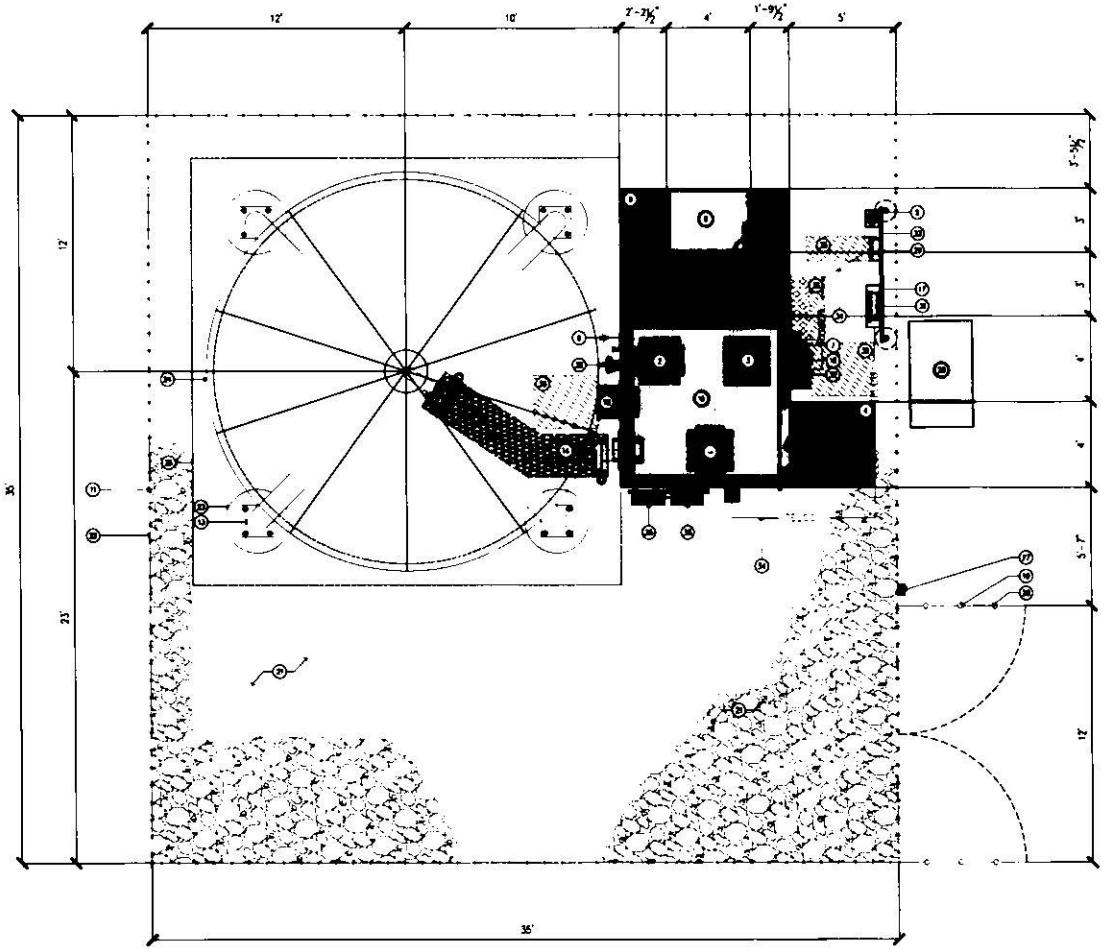
SACRAMENTO, CA 95832
craighomer@yahoo.com

SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER
A-1.1

KEYNOTES



PLAN NORTH

NORTH

4' 2' 0 4' 8'

3/8"=1'-0"

1 EQUIPMENT ENCLOSURE PLAN - EXTERIOR WALK IN EQUIPMENT CABINET
3/8"=1'-0"

SITE TYPE: WATER TOWER/SHELTER

Issued For

GOLD HILL - HANGMAN

911 HIGHWAY 341

VIRGINIA CITY, NV 89440

PREPARED FOR

at&t

EPIC WIRELESS GROUP LLC

AT&T SITE NO	CN1066075
PROJECT NO	[illegible]
DRAWN BY	SAD
CHECKED BY	CES

Licensor

Engineer

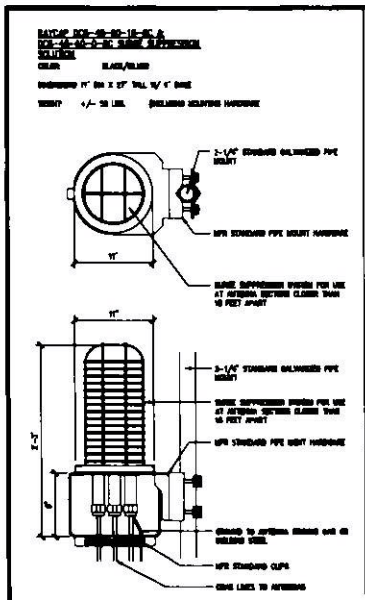
ADAPTIVE RE-USE ENGINEERING
Craig Horner PE 84674
2[illegible]-407-3184
3[illegible] EAT-A WAY
SACRAMENTO CA 95827
craighorner@yahoo.com

SHEET TITLE

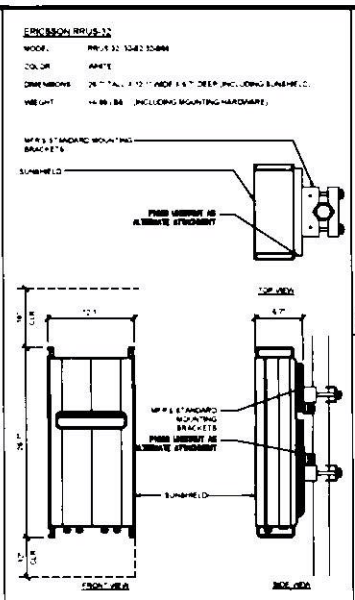
EQUIPMENT AREA PLAN

SHEET NUMBER

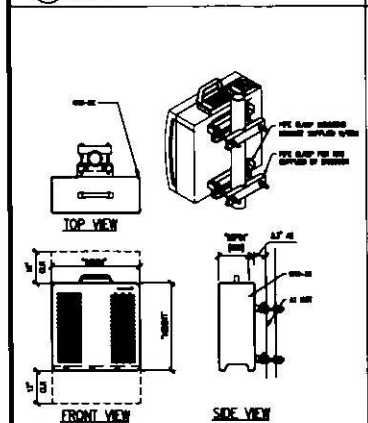
A-2



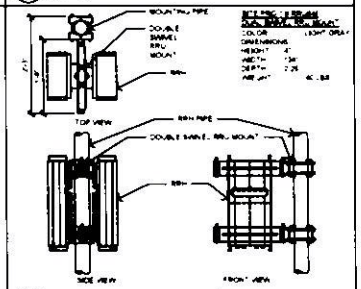
1 DC SURGE SUPPRESSION (SQUID)



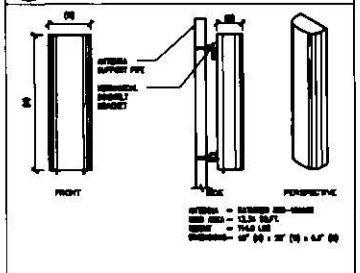
2 ERICSSON WCS RRUS-32 REMOTE RADIO UNIT



3 ERICSSON RRUS- REMOTE RADIO UNIT



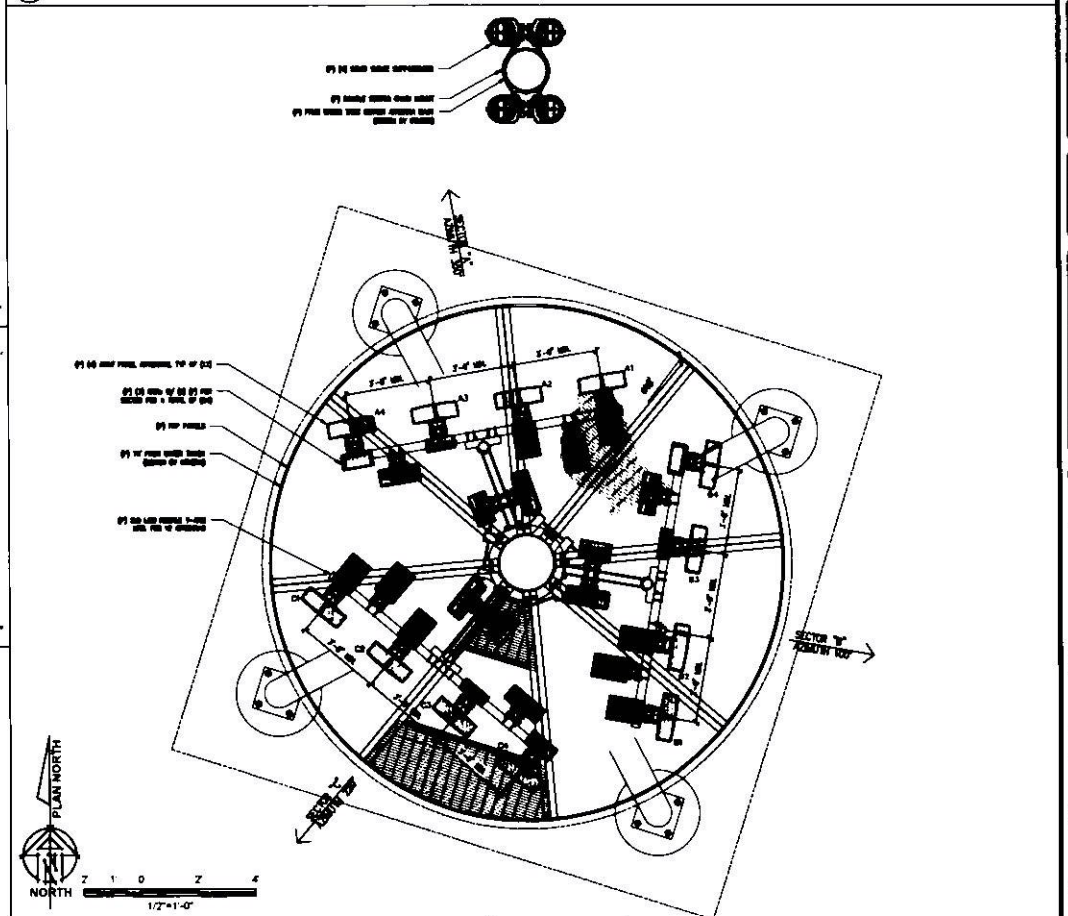
4 DOUBLE SIDED RRH MOUNT



5 ANTENNA SPEC

6 RF SCHEDULE

SECTOR		ANTENNA MODEL NO.	TECHNOLOGY	AZIMUTH	BAR CENTER	RRU	DIPLEXER	FEED LENGTH	ROAM LENGTH	FEEDER NO.
ALPHA	A1	KATHREIN 800-10000K	700/PCS	300°	± 70'-0"	(3) RRUS	N/A	± 104'	± N/A	TRUNK 1
	A2	KATHREIN 800-10000K	850/AWS	300°	± 70'-0"	(1) RRUS	N/A	± 104'	± N/A	TRUNK 1
	A3	KATHREIN 800-10000K	1900/PCS2	300°	± 70'-0"	(3) RRUS	N/A	± 104'	± N/A	TRUNK 1
	A4	KATHREIN 800-10000K	2100/WCS	300°	± 70'-0"	(3) RRUS	N/A	± 104'	± N/A	TRUNK 3
BETA	B1	KATHREIN 800-10000K	700/PCS	100°	± 70'-0"	(3) RRUS	N/A	± 104'	± N/A	TRUNK 2
	B2	KATHREIN 800-10000K	850/AWS	100°	± 70'-0"	(3) RRUS	N/A	± 104'	± N/A	TRUNK 2
	B3	KATHREIN 800-10000K	1900/PCS2	100°	± 70'-0"	(3) RRUS	N/A	± 104'	± N/A	TRUNK 2
	B4	KATHREIN 800-10000K	2100/WCS	100°	± 70'-0"	(3) RRUS	N/A	± 104'	± N/A	TRUNK 3
GAMMA	C1	KATHREIN 800-10000K	700/PCS	220°	± 70'-0"	(3) RRUS	N/A	± 104'	± N/A	TRUNK 4
	C2	KATHREIN 800-10000K	850/AWS	220°	± 70'-0"	(3) RRUS	N/A	± 104'	± N/A	TRUNK 4
	C3	KATHREIN 800-10000K	1900/PCS2	220°	± 70'-0"	(3) RRUS	N/A	± 104'	± N/A	TRUNK 4
	C4	KATHREIN 800-10000K	2100/WCS	220°	± 70'-0"	(3) RRUS	N/A	± 104'	± N/A	TRUNK 3
	RF DATA SHEET v1.00.00 DATED 08/10/16					(28) PROPOSED RRUS				
						(0) FUTURE RRU				
						(34) RRUS TOTAL				



7 ENLARGED ANTENNA PLAN

SITE TYPE: WATER TOWER/SHELTER

Issued For

GOLD HILL - HANGMAN

911 HIGHWAY 341

VIRGINIA CITY, NV 89440

PREPARED FOR

at&t

EPIC WIRELESS GROUP LLC

AT&T SITE NO	CVL08075
PROJECT NO	1015142
DRAWN BY	SAD
CHECKED BY	CES

Engineer

ADAPTIVE RE-USE ENGINEERING

3112 LEATHA WAY

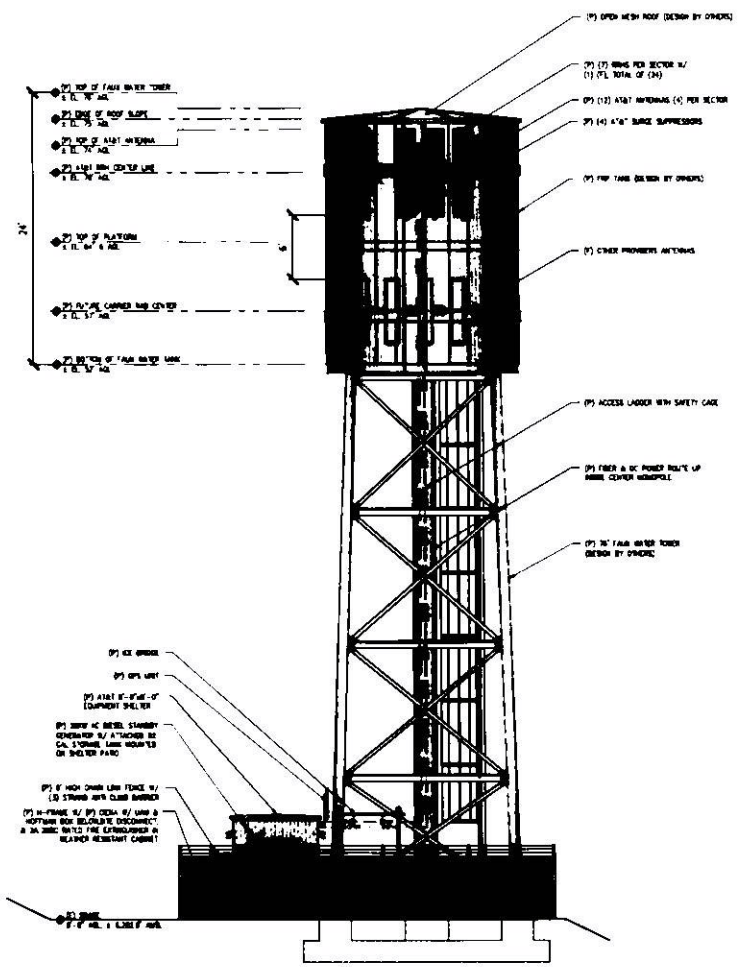
SACRAMENTO, CA 95821

SHEET TITLE

ANTENNA PLAN & DETAILS

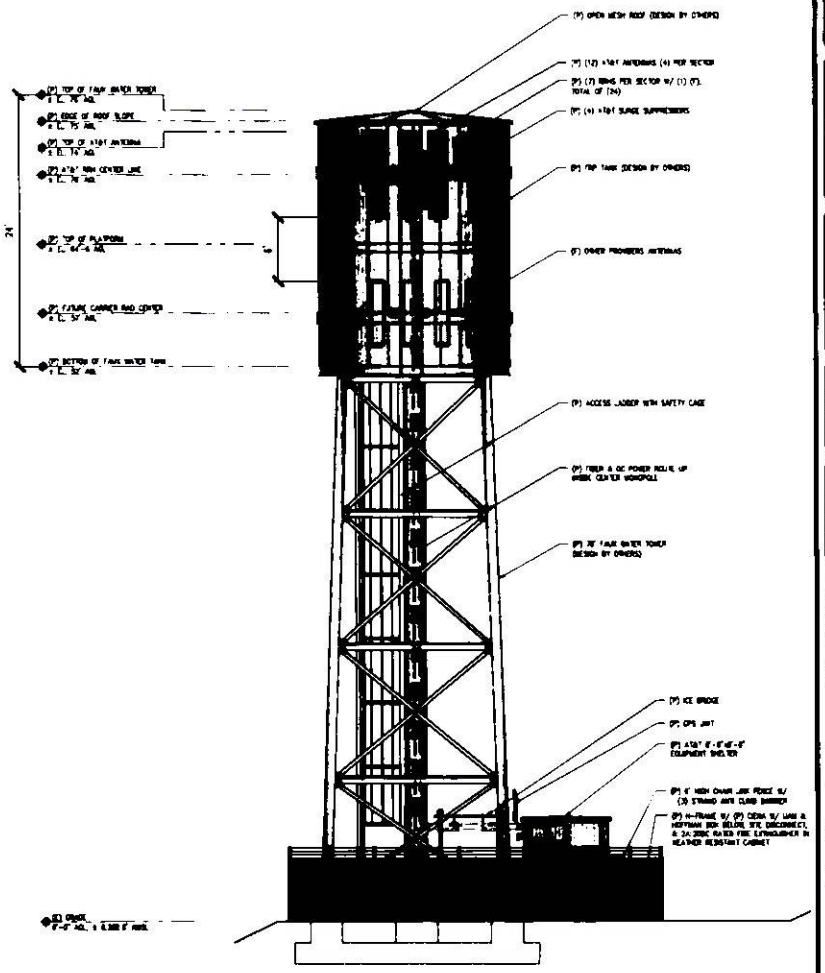
SHEET NUMBER

A-3



3/16"=1'-0"

① NEW NORTH ELEVATION
3/16"=1'-0"



3/16"=1'-0"

② NEW SOUTH ELEVATION
3/16"=1'-0"

SITE TYPE: WATER TOWER/SHELTER

Issued For

GOLD HILL - HANGMAN
911 HIGHWAY 341
VIRGINA CITY, NV 89440

PREPARED FOR

at&t

2600 Camino Ramon, 4W850N
San Ramon, California 94583

EPIC
WIRELESS GROUP LLC
Connecting a Wireless World

AT&T SITE NO	CVL06075
PROJECT NO	10151421
DRAWN BY	SAD
CHECKED BY	CES

Licensor

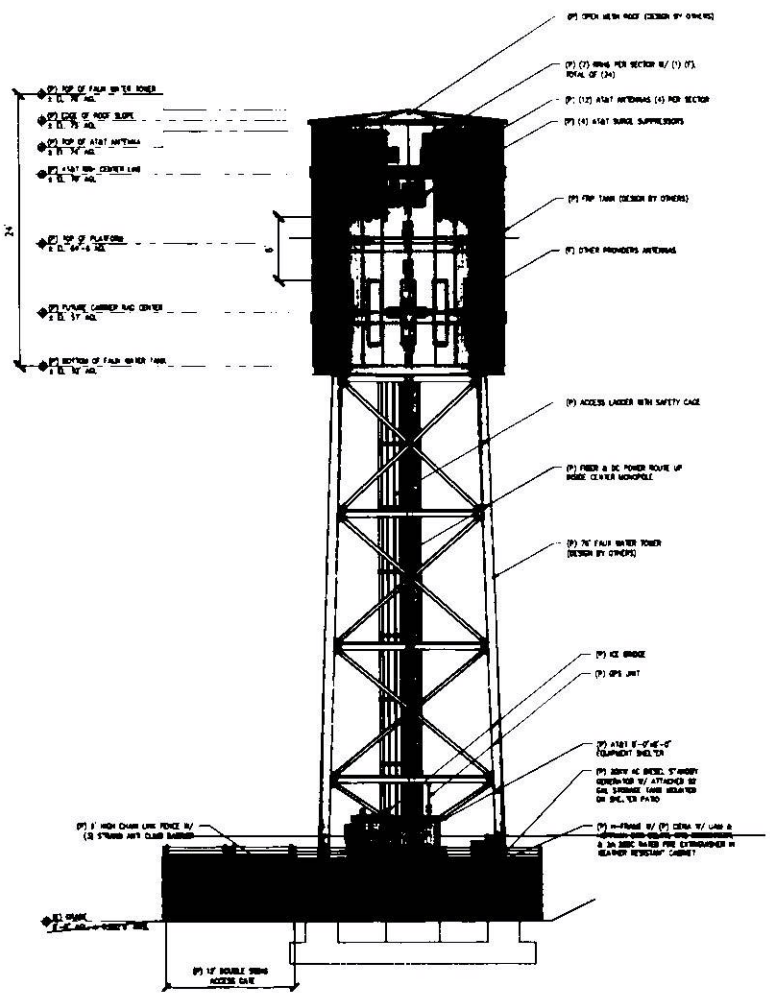
No. 84674

Engineer

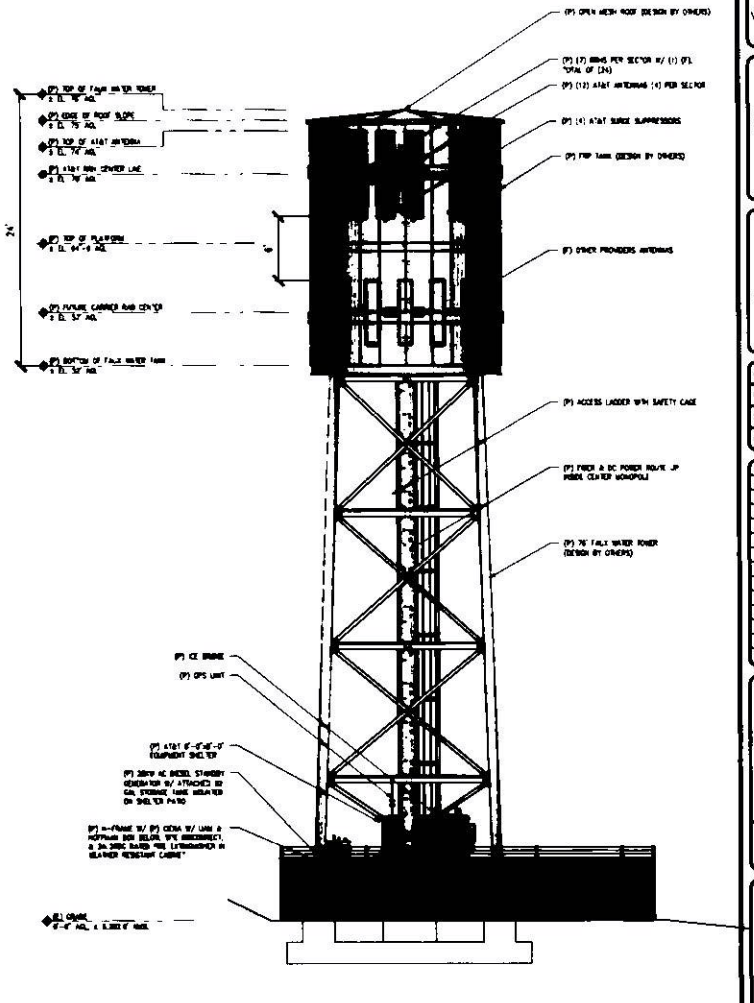
ADAPTIVE RE-USE ENGINEERING
Craig Horner PE 84674
214-407-3184
3112 LEATHA WAY
SACRAMENTO, CA 9582
craigmhorner@yahoo.com

SHEET TITLE
NEW MONOPOLE - WATER TANK - NORTH & SOUTH ELEVATION

SHEET NUMBER
A-4.1



① NEW EAST ELEVATION
3/16"=1'-0"



② NEW WEST ELEVATION
3/16"=1'-0"

SITE TYPE: WATER TOWER/SHELTER

Issued For

GOLD HILL - HANGMAN
911 HIGHWAY 341
VIRGINA CITY, NV 89440

PREPARED FOR

at&t

[illegible]

EPIC
WIRELESS GROUP LLC
Connecting a Wireless World

AT&T SITE NO	CVL06075
PROJECT NO	10151427
DRAWN BY	SAD
CHECKED BY	CES

Licensor

No. 84674
CIVIL

Engineer

ADAPTIVE RE-USE ENGINEERING
Craig Homer, PE 84674
214-407-3184
3112 LEATHA WAY
SACRAMENTO, CA 95821
craighomer@yahoo.com

SHEET TITLE
NEW MONOPOLE WATER TANK - NORTH & SOUTH ELEVATION

SHEET NUMBER
A-4.2

Storey County Board of County Commissioners
Agenda Action Report

Meeting date: **Estimate of time required:**

Agenda: Consent [ ] Regular agenda [x] Public hearing required [ ]

---

1. **Title:** Review and possible approval of Auditors Recommendations pertaining to Storey County Audit Report for the period ended June 30, 2018

2. **Recommended motion**
   I hereby make a motion to approve the recommended actions pertaining to the Auditors recommendations for the Audit Report Period ended June 30, 2018

7

3. **Prepared by: Hugh Gallagher**

   Department: Comptroller **Telephone: 847-1006**

4. **Staff summary:** The Comptroller will address the Auditors report on current recommendations and purposed solutions for the next fiscal year.

5. **Supporting materials:** Provided prior to the meeting

6. **Fiscal impact: none**

   Funds Available: Fund: ____x 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

STOREY COUNTY

OFFICE OF THE COMPTROLLER

POST OFFICE BOX 432

VIRGINIA CITY, NEVADA 89440

STOREY COUNTY

BOARD OF COUNTY COMMISSIONERS February 10, 2019

Pursuant to NRS 354.6245, the following represents corrective action to the Storey County Audit Report dated June 30, 2018. Under "Auditors Report on Current year's Recommendations." Our outside auditor sited nine current recommendations.

Gentleman:

1. "We recommend monitoring expenditures to prevent exceeding budgeted amounts as expenditures exceeded appropriations in seven Special Revenue Funds and two Enterprise Funds.
   a. The Virginia City Tourism Special Revenue Fund Exceeded revenue projections by $9,390.44, however expenses exceeded appropriations by $72,408.21. A letter from Tourism Director Deny Dotson is attached for your review. In addition, the Virginia City Tourism Commission was notified that they must also monitor expenditures on a quarterly basis.
   b. Justice Court Revenue exceeded projections by $10,903.35, however expenses exceeded appropriations by $4,103.81. The furniture and fixture line item was over budget by $7,102.65 mainly due to increased staff.
   c. Indigent Accident Special Revenue fund exceeded revenue projections by $7,336.92, however anticipated quarterly payments to the State of Nevada increased $13,331.18 over appropriations.
   d. Genetic Marking Special Revenue Fund exceeded revenue projections by $2,025.12, however expense appropriations to Washoe County for DNA testing exceeded budget amount by $3,295.00.
   e. The Capital projects Special Revenue Fund shows expenditures of $2,928,118 and appropriations of $1,550,200. The appropriations amount is incorrect as the appropriations amount is $3,550,000 which makes this fund in compliance.
   f. The Water System Enterprise Fund expenses exceeded appropriations by $73,176 mainly due to increases in Utilities, Operating Expenses and Fuel in the excess amount of $18,776 and Capital Outlay increase of $28,738. It should be noted that Salaries and Benefits showed an overage which is incorrect.
   g. The Virginia Divide Sewer Special Revenue Fund has excess expenditures over appropriations of $203,146. $52,773 overage was attributed to purchase of necessary equipment and system upgrades, $72,187 was a result of additional interest expense

Virginia City Tourism Commission

1/28/19

Hugh Gallagher, County Comptroller
Storey County, Nevada

CC:
Storey County Commissioners
Pat Whitten, County Manager
Virginia City Tourism Commission

RE: VCTC over-expenditure

Dear Mr. Gallagher,

I'm writing this note in regards to explaining the VCTC's overage of $72,408 in total expenditures for fiscal year ending June 30th, 2018.

First of all, total revenues were up by $9400. The main reason we show a negative in expenses is due to two accounting errors.

- Costs of goods (COGS 53061) shows a budget of $51,500 and an actual expense of $93, 423. The budget number does not reflect our projected inventory of Cemetery Gin of approx. $75,000 (260cases.) but the final number does.
- We also had another budgeting error in regards to the website (53073). This object code changed from the start of the fiscal year. We also did not budget properly the expenses incurred for the new website, which was reimbursed thru a Travel Nevada grant ($20,000)
- Finally, special events (53060) in general were much better that we had anticipated. While many of them were slightly over in expenses....the revenue reflected the growth, thus balancing out the event.

Going forward, we will continue to budget and monitor closely with the guidance of the County Commissioners, VCTC and your office. Please feel free to contact me with any additional questions.

Best Regards,

DENY DOTSON, Director
Virginia City Tourism Commission
775-847-7500

86 SOUTH 'C' STREET~ PO Box 920, VIRGINIA CITY, NEVADA 89440
(775) 847~7500 ~ Fax (775) 847~7507
EMAIL: VISITORINFO@STOREYCOUNTY.ORG

and $107,852 of additional depreciation as work in progress commitments were completed and booked as fixed assets.

h. The Sheriff Department expenses were $18,310 over appropriations due to fuel costs, garnishments, Body Cameras and special investigation costs.

i. Culture and Recreation recorded expenses which exceeded appropriations in the amount of $3,427 mainly due to the purchase of playground equipment for Lockwood in the amount of $10,000.

2. Report Finding 2018-A Cash and Investment Accounts
   Investments were in the past recorded on the Cash Basis and for the annual report adjusted to fair market value. In the future all internal and external statements will be adjusted to fair market value in to comply with GASB 72.
3. Report Finding 2018-B Report Preparation
   This county has always asked the outside auditor to give assistance with the audit report because of staff constraints. The auditor has explained, "This circumstance is not unusual in an organization of this size, due to time constraints of management and costs associated with compliance of the standards." Understanding this is the second audit examination by Dipitero and Thornton CPA, we are prepared to provide the necessary information required.
4. Report Finding 2018-C report Preparation
   During the performance of our procedures, it was noted that the County had not reviewed the collectability of the ambulance receivables. The Comptroller's department will audit the ambulance receivable on a monthly basis for the 474 Fire Department.

Sincerely,

Hugh J. Gallagher

Comptroller

Marshall McBride-Chairman

Jay Carmona

Lance Gilman-Commissioner

Storey County Board of County Commissioners
Agenda Action Report

LIQUOR BOARD

Meeting date: . . . /19 **Estimate of time required:**

Agenda: Consent [X] Regular agenda [ ] Public hearing required [ ]

---

1. **Title:** First reading for On-Sale, Off-Sale & Cabaret Union Brewery Virginia City, LLC. Applicant Lisa Matheny. Place of Business: 63 S C St., Virginia City, NV 89440.

2. **Recommended motion:** I motion to approve the first reading for On-Sale, Off-Sale & Cabaret Union Brewery Virginia City, LLC. Applicant Lisa Matheny. Place of Business: 63 S C St., Virginia City, NV 89440.

3. **Prepared by:** Brandy Gavenda, Administrative Assistant

   Department: SCSO **Telephone: 775-847-0959**

4. **Staff summary**: First reading for On-Sale, Off-Sale & Cabaret Union Brewery Virginia City, LLC. Applicant Lisa Matheny. Place of Business: 63 S C St., Virginia City, NV 89440.

5. **Supporting materials:**

6. **Fiscal impact: None**

   Funds Available: Fund: ____ Comptroller

7. **Legal review required:**

   ____ District Attorney

8. **Reviewed by**:

   _X__ Department Head Department Name: Gerald Antinoro

   _____

   ____ County Manager Other agency review: _____

9. **Board action:**

   [ ] Approved [ ] Approved with Modifications
   [ ] Denied [ ] Continued

Agenda Item No. 11

Storey County Board of County Commissioners
Agenda Action Report

Meeting date: 02/19/19 **Estimate of time required:** 15 min.

Agenda: Consent [ ] Regular agenda [x] Public hearing required [x]

---

1. **Title: Discussion/Possible Action:** Consideration and possible acceptance of deed of dedication from Tahoe-Reno Industrial Center, LLC a southern portion of existing Amsterdam Court at the Tahoe-Reno Industrial Center, McCarran, Storey County, Nevada.

2. **Recommended motion:** In accordance with the recommendation by staff, I [commissioner] motion to approve acceptance of deed of dedication from Tahoe-Reno Industrial Center, LLC a southern portion of existing Amsterdam Court at the Tahoe-Reno Industrial Center, McCarran, Storey County, Nevada, as described in Deed of Dedication and Exhibit "A" of this report.

3. **Prepared by:** Austin Osborne

4. **Department:** Planning **Telephone:** 775.847.1144

4. **Staff summary:** The subject action will for ten dollars deed and dedicate from Tahoe-Reno Industrial Center (TRIC) to Storey County approximately one acre of land currently facilitating a portion of Amsterdam Court in accordance with the development agreement between Storey County and the TRIC. Amsterdam Court is not built to county standards. As such, Storey County and TRIC agree that the improvements on the parcel are not subject to infrastructure cost reimbursement by the county.

6. **Supporting materials:** Deed of Dedication and Exhibit "A" Parcel 2018-31.

7. **Fiscal impact:** None on local government.

   Funds Available: Fund: ____ Comptroller

8. **Legal review required:** ____ District Attorney

9. **Reviewed by:**
   ✓ Department Head Department Name: Planning

   ____ County Manager Other agency review: _____

10. **Board action:**
    [ ] Approved [ ] Approved with Modifications
    [ ] Denied [ ] Continued

Agenda Item No. 13

After Recording, Return To:

Storey County Clerk
26 South B Street
Virginia City, Nevada 89440

APN: Portion of 005-031-20
NRPTT-Exempt

Recorder Affirmation Statement: The undersigned hereby affirms that this document, including any exhibit, hereby submitted for recording does not contain the social security number of any person or persons (per NRS 293B.030).

DEED OF DEDICATION

This Deed of Dedication is made between **TAHOE-RENO INDUSTRIAL CENTER, LLC,** a Nevada limited liability company, referred to as "Grantor"; and the **COUNTY OF STOREY,** political subdivision of the State of Nevada, referred to as "Grantee".

In consideration for the sum of Ten Dollars ($10.00) paid by Grantee to Grantor and other valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, bargains, sells and conveys to Grantee, all Grantor's right, title and interest in the real property located in Storey County, Nevada, more particularly described on Exhibit "A", attached hereto and incorporated herein by this reference.

Reserving and excepting unto Grantor and Grantor's successors and assigns in perpetuity all water rights appurtenant to the Real Property, surface or underground, of whatever kind or nature, including all permits, applications and certificates regarding said water rights, whether such water rights exist at the time of this conveyance or are obtained in the future by Grantor.

TOGETHER WITH ALL and singular the improvements, tenements, hereditaments and appurtenances thereunto belonging or in any manner appertaining, and the reversions, remainder and remainders, rents, issues and profits thereof, and excepting all easements and encumbrances of record.

(signatures on next page)

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto Grantee and to its successors and assigns forever.

ACCEPTED AND AGREED:

COUNTY OF STOREY, a political subdivision of the State of Nevada

By and Through its Board of County Commissioners

By:_____
Marshall McBride, Chairman

Date:_____

GRANTOR:

TAHOE-RENO INDUSTRIAL CENTER, LLC, a Nevada limited liability company

By: Norman Properties, Inc., a California corporation, its Manager

By: Don Roger Norman
Don Roger Norman, President

Date: 11-16-18

STATE OF NEVADA)

COUNTY OF Washoe)

This instrument was acknowledged before me on November 16, 2018 by Don Roger Norman, President of NORMAN PROPERTIES, INC., a California corporation, Manager of TAHOE-RENO INDUSTRIAL CENTER, LLC, a Nevada limited liability company.

CHRISTIN WHITLOCK
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 15-2317-2
My Appt. Expires July 7, 2019

Signature of Notary Officer

S:\Main\TRI/Storey County/Deed of Dedication – portion of 005-031-15.doc

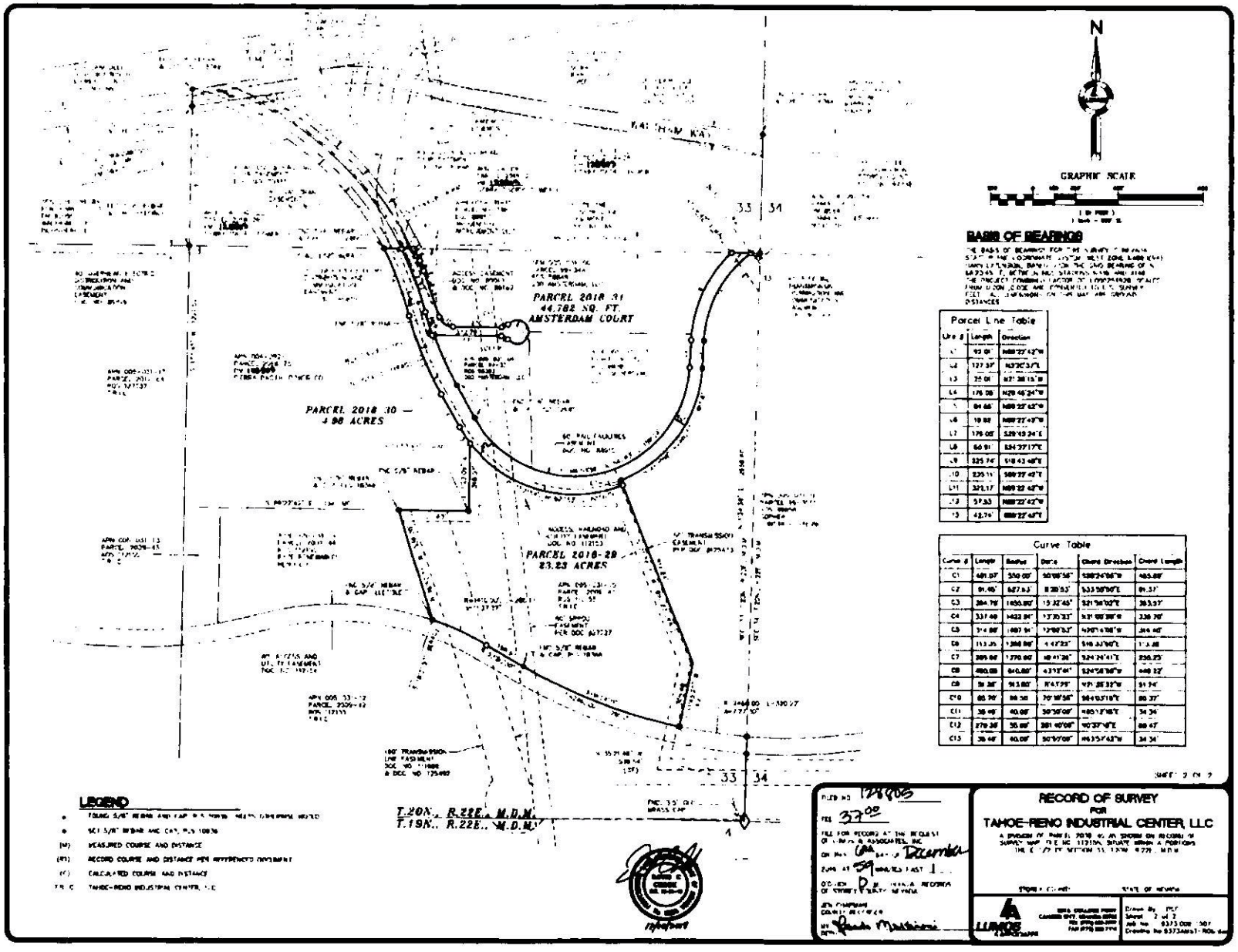
EXHIBIT "A"

PARCEL 2018-31

All that certain parcel situate within a portion of the East One-Half (E1/2) of Section Thirty-Three (33), Township Twenty (20) North, Range Twenty-Two (22) East, Mount Diablo Meridian, Storey County, Nevada, being Parcel 2018-31 as shown on Record of Survey Map, File No. 128805 recorded on December 6, 2018 in the Official Records of Storey County, Nevada.

Said Parcel 2018-31 containing 44,782 sq. ft.

Prepared by Robert M. Sader, Esq.
8600 Technology Way
Reno, NV 89521


N
GRAPHIC SCALE
PARCEL 2018-31
44,782 SQ. FT.
AMSTERDAM COURT
PARCEL 2018-30 —
4.08 ACRES
PARCEL 2018-29
23.23 ACRES
T.20N., R.22E., M.D.M.
T.19N., R.22E., M.D.M.
33
34
LEGEND
(M) MEASURED COURSE AND DISTANCE
(R) RECORD COURSE AND DISTANCE PER REFERENCED DOCUMENT
(C) CALCULATED COURSE AND DISTANCE
T.R.C. TAHOE-RENO INDUSTRIAL CENTER, LLC
BASIS OF BEARINGS
Parcel Line Table
Curve Table
RECORD OF SURVEY
FOR
TAHOE-RENO INDUSTRIAL CENTER, LLC
FILED FOR RECORD AT THE REQUEST OF
FEE 37.00
WASHOE COUNTY, NEVADA
LUMOS & ASSOCIATES

B

Storey County Board of County Commissioners
Agenda Action Report

Meeting date: 02/19/19 **Estimate of time required:** 15 min.

Agenda: Consent [ ] Regular agenda [x] Public hearing required [x]

---

1. **Title**: **Discussion/Possible Action:** Consideration and possible acceptance of Grant, Bargain, and Sale Deed, that being a northern portion of existing Amsterdam Court from Sierra Pacific Power Company, doing business as NV Energy, to Storey County. The subject property is located at McCarran, Storey County, Nevada, and is described in Exhibit "A" to Grant, Bargain, and Sale deed in this report.

2. **Recommended motion:** In accordance with the recommendation by staff, I [commissioner] motion to approve acceptance of Grant, Bargain, and Sale Deed a northern portion of existing Amsterdam Court from Sierra Pacific Power Company, doing business as NV Energy to Storey County, a parcel described in Exhibit "A" to Grant, Bargain, and Sale Deed of this report.

3. **Prepared by:** Austin Osborne

4. **Department:** Planning **Telephone:** 775.847.1144

4. **Staff summary:** The subject action will for ten dollars deed and dedicate to Storey County approximately one acre of land currently facilitating a portion of Amsterdam Court.

6. **Supporting materials:** Exhibit "A" to Grant, Bargain, and Sale Deed showing Parcel 2018-26 and Parcel 2018-27; Exhibit "A" map.

7. **Fiscal impact:** None on local government.

   Funds Available: Fund: ____ Comptroller

8. **Legal review required:** ____ District Attorney

9. **Reviewed by:**
   ____ Department Head Department Name: Planning

   ____ County Manager Other agency review: _____

10. **Board action:**
    [ ] Approved [ ] Approved with Modifications
    [ ] Denied [ ] Continued

Agenda Item No. 14

WHEN RECORDED, RETURN TO:

Storey County Clerk
26 South B Street
Virginia City, NV 89400

APN: 004-093-34

Recorder Affirmation Statement: The undersigned hereby affirms that this document, including any exhibit, hereby submitted for recording does not contain the social security number of any person or persons (per NRS 239B.030(2)).

GRANT BARGAIN AND SALE DEED

Sierra Pacific Power Company, a Nevada corporation doing business as NV Energy, as "Grantor," does hereby Grant, Bargain, Sell and Convey to The County of Storey, a political subdivision of the State of Nevada, as "Grantee," the real property in Storey County, State of Nevada (hereinafter referred to as the "Land") described on Exhibit "A" hereto and incorporated herein by this reference, excepting therefrom water rights of all kinds, which are reserved to Grantor.

SUBJECT TO:

1. General and special taxes and assessments for the current fiscal tax year and any and all unpaid bonds and/or assessments.

2. All covenants, conditions, restrictions, reservations, rights, right-of-way and easements recorded against the Land prior to or concurrently with this Deed, and all other matters of record or apparent.

(Signatures on next page)

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date hereinafter written.

Dated as of 12/5, 2018.

GRANTOR:

Sierra Pacific Power Company, a Nevada corporation, dba NV Energy

By: _____
Paul Caudill
CEO

ACCEPTED AND AGREED:

COUNTY OF STOREY, a political subdivision of the State of Nevada

By and Through its Board of County Commissioners

By: _____
Marshall McBride, Chairman

STATE OF NEVADA)
: ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on 12-05, 2018, by Paul Caudill, CEO of Sierra Pacific Power Company, a Nevada corporation d/b/a NV Energy.

KATHY LAMBERT
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 05-99119-2 - Expires April 11, 2021

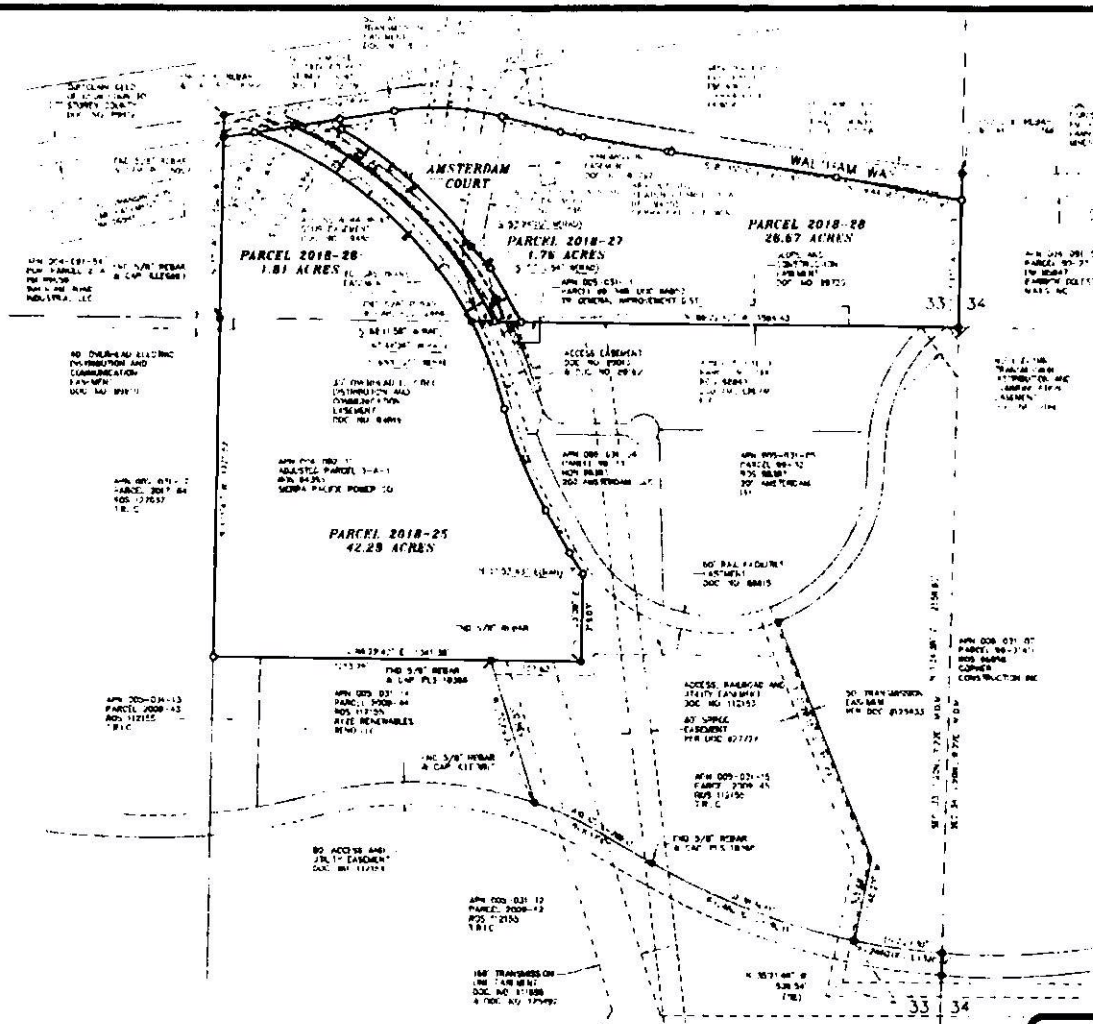
Kathy Lambert
Notary Public

S:/Main/LRI/Storey County/GBS (3) NVE - Storey County (APN 004-092-11 portion)

EXHIBIT "A"
TO GRANT, BARGAIN AND SALE DEED

DESCRIPTION OF THE LAND

All that certain parcel of land located within a portion of the East one-half (E1/2) of Section Thirty-three (33), Township Twenty (20) North, Range Twenty-two (22) East, Mount Diablo Meridian, Storey County, Nevada, being all of Parcel 2018-27 as shown on Parcel Map, File No. 128803 for Sierra Pacific Power Company, a Nevada corporation dba NV Energy, filed in the office of the Storey County Recorder, on December 6, 2018.



N

GRAPHIC SCALE

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD83/94 (HARN) EXTENSION, BASED UPON U.S. GPS CONTROL MONUMENTS N 68°30'45" E BETWEEN NGS STATIONS K336 AND K346. THE PROJECT COMBINED FACTOR IS 1.00023488228, SCALED UPON GCDN GDOC AND CONVERTED TO U.S. SURVEY FEET. ALL DIMENSIONS ON THIS MAP ARE GROUND DISTANCES.

Parcel Line Table		
Line #	Length	Direction
L1	114.68'	N89°08'19"E
L2	76.05'	N29°45'34"W
L3	147.46'	N89°08'19"E
L4	84.85'	N89°22'42"W
L5	170.38'	N89°08'19"E
L6	37.66'	N89°51'41"W
L7	104.87'	S42°35'59"E
L8	84.85'	N89°22'42"W
L9	200.29'	N89°08'19"E
L10	217.89'	S29°16'59"E
L11	114.71'	S89°26'59"E

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	1087.93'	1432.91'	43°00'07"	N49°16'05"W	1062.66'
C2	327.46'	1463.91'	12°20'23"	N21°00'39"W	326.70'
C3	394.78'	1405.00'	13°38'48"	S21°39'00"E	393.57'
C4	91.45'	837.83'	6°00'57"	S33°51'30"E	91.37'
C5	1034.27'	1467.91'	38°35'40"	N48°08'27"W	1013.84'
C6	838.98'	1367.91'	35°14'46"	N48°13'15"W	826.08'
C7	234.94'	1368.31'	9°50'31"	N38°45'56"W	233.83'
C8	365.38'	666.00'	33°39'34"	N67°03'46"W	362.38'
C9	87.17'	666.00'	7°30'06"	S77°51'36"E	87.14'
C10	14.47'	748.00'	1°07'18"	S81°01'37"E	14.47'

SHEET 2 OF 2

LEGEND

- ● FOUND 5/8" REBAR AND CAP, PLS 10836 UNLESS OTHERWISE NOTED
- ○ SET 5/8" REBAR AND CAP, PLS 10836
- (M) MEASURED COURSE AND DISTANCE
- (R1) RECORD COURSE AND DISTANCE PER REFERENCED DOCUMENT
- (C) CALCULATED COURSE AND DISTANCE
- T.R.I.C. TRACE REND INDUSTRIAL CENTER, LLC

FILED No. 126509
FEE 37.00
FILED FOR RECORD AT THE REQUEST OF LUMOS & ASSOCIATES, INC
ON THE 06 DAY OF December
2018, AT 52 MINUTES PAST 1
OFFICIAL RECORDS OF STOREY COUNTY, NEVADA
JON CHRISTENSEN
COUNTY RECORDER
BY Rhonda Mathiesen
DEPUTY

PARCEL MAP

FOR

SIERRA PACIFIC POWER COMPANY
A NEVADA CORPORATION DBA NV ENERGY

A DIVISION OF SIERRA PACIFIC RESOURCES
OF SURVEY MAP, FILE NO. 94355
SITUATE WITHIN A PORTION OF THE E 1/2 OF SECTION 33
TOWNSHIP 20 NORTH, RANGE 22 EAST, M.D.M.

STOREY COUNTY — STATE OF NEVADA

LUMOS & ASSOCIATES
1650 COLLEGE PARKWAY
CARSON CITY, NEVADA 89706
TEL (775) 883-1600
FAX (775) 883-1611

Drawn by: GEC
Sheet 2 of 2
Job No. 6373.080.007
Drawing No. 6373.94351.PM.dwg

Storey County Board of County Commissioners
Agenda Action Report

Meeting date: 02/19/19 **Estimate of time required:** 15 min.

Agenda: Consent [ ] Regular agenda [x] Public hearing required [x]

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1. **Title**: **Discussion/Possible Action:** Consideration and possible acceptance of Grant of Easement from Storey County (grantor) to Sierra Pacific Power Company, doing business as NV Energy (grantee), a perpetual right and easement to construct, operate, add to, modify, maintain, and remove aboveground and/or belowground communications facilities and electric line systems upon, over, under, and though property described in Exhibit A and Exhibit B of this report at McCarran, Storey County, Nevada.

2. **Recommended motion:** In accordance with the recommendation by staff, I [commissioner] motion to approve acceptance of Grant of Easement from Storey County (grantor) to Sierra Pacific Power Company, doing business as NV Energy (grantee), a perpetual right and easement to construct, operate, add to, modify, maintain, and remove aboveground and/or belowground communications facilities and electric line systems upon, over, under, and though property described in Exhibit A of this report.

3. **Prepared by:** Austin Osborne

4. **Department:** Planning **Telephone:** 775.847.1144

4. **Staff summary:** The subject action will for one dollar grant an easement for the purposes described above on Amsterdam Court.

6. **Supporting materials:** Grant of Easement; Exhibit A parcel description; Exhibit A supporting map.

7. **Fiscal impact:** None on local government.

   Funds Available: Fund: ____ Comptroller

8. **Legal review required:** ____ District Attorney

9. **Reviewed by:**
   ✓ Department Head Department Name: Planning

   ____ County Manager Other agency review: _____

10. **Board action:**
    [ ] Approved [ ] Approved with Modifications
    [ ] Denied [ ] Continued

Agenda Item No. 15

APN(s): 004-093-34

The undersigned hereby affirms that this document, including any exhibits hereby submitted for recording does not contain the personal information of any person or persons (Per NRS 239B.030)

RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:
Land Resources
NV Energy
P.O. Box 10100 MS S4B20
Reno, NV 89520

GRANT OF EASEMENT

Storey County, a political subdivision of the State of Nevada, ("**Grantor**"), for One Dollar ($1.00) and other good and valuable consideration – receipt of which is hereby acknowledged – and on behalf of itself and its successors and assigns, grants and conveys to Sierra Pacific Power Company, a Nevada corporation, d/b/a NV Energy ("**Grantee**") and its successors and assigns a perpetual right and easement:

1. to construct, operate, add to, modify, maintain and remove aboveground and/or underground communication facilities and electric line systems for the distribution and transmission of electricity, consisting of poles, other structures, wires, cables, conduit, duct banks, manholes, vaults, transformers, service boxes/meter panels, cabinets, bollards, anchors, guys, and other equipment, fixtures, apparatus, and improvements ("**Utility Facilities**") upon, over, under and through the property legally described in Exhibit A attached hereto and by this reference made a part of this Grant of Easement ("**Easement Area**");

2. for ingress and egress to, from, over and across the Easement Area for the allowed purposes defined in numbered paragraph 1 above and for all other activities permitted by this agreement;

3. to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the Utility Facilities in the Easement Area.

Grantee will be responsible for any damages, proximately caused by Grantee negligently constructing, operating, adding to, maintaining, or removing the Utility Facilities, to any tangible, personal property or improvements owned by Grantor and located on the Easement Area on the date Grantor signs the Grant of Easement. However, this paragraph does not apply to, and Grantee is not responsible for, any damages caused when Grantee exercises its rights under numbered paragraph 3 above.

Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage,

trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities. Grantee and Grantor must document Grantee's consent by both signing Grantee's standard, recordable use agreement. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code.

To the fullest extent permitted by law, Grantor and Grantee waive any right each may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Grant of Easement. Grantor and Grantee further waive any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

[signature page follows]

GRANTOR:

The County of Storey, a political
subdivision of the State of Nevada

by and through its Board of County Commissioners

By: _____
Marshall McBride, Chairman

STATE OF NEVADA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2018 by _____,
as _____of Storey County.

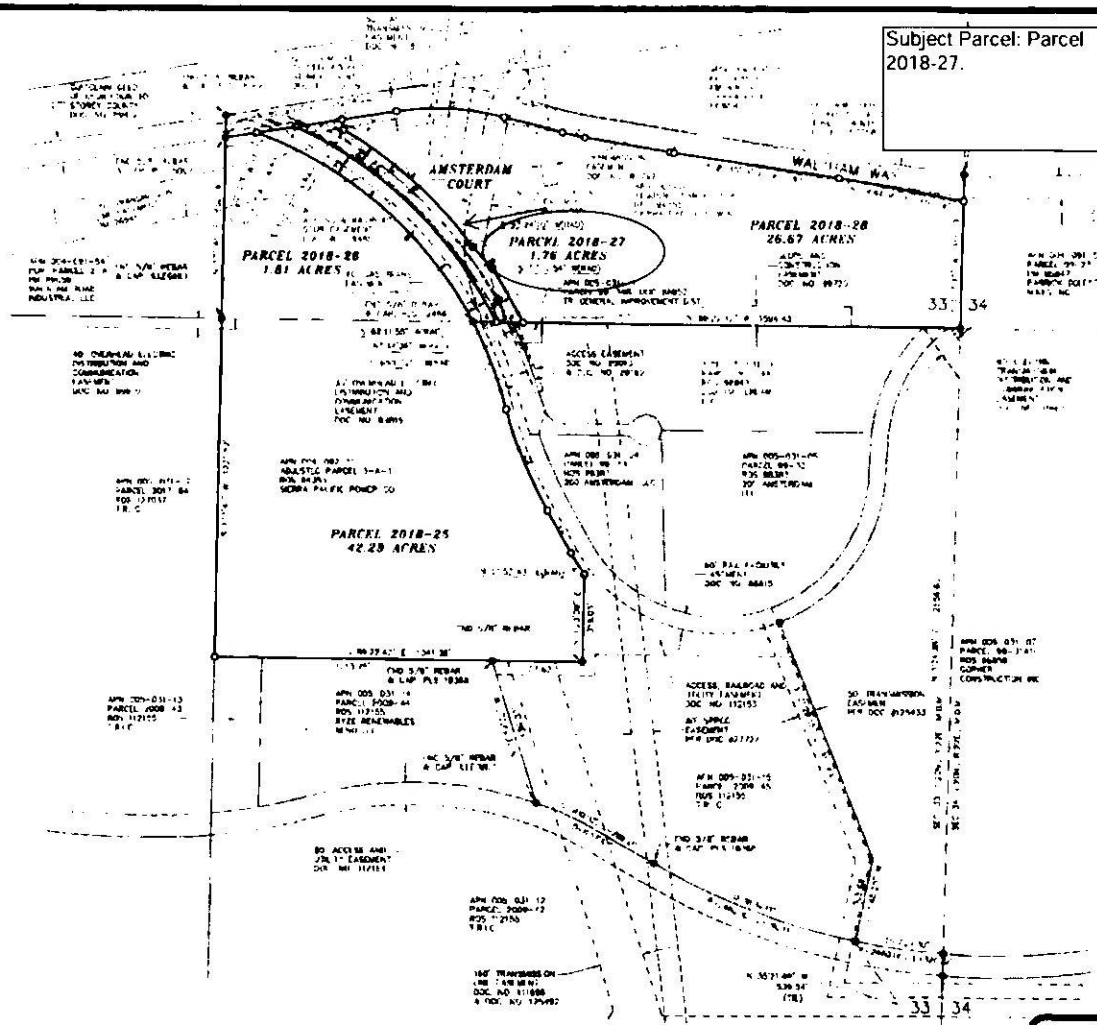
_____
Signature of Notarial Officer

Notary Seal Area →

Exhibit A

All that certain parcel of land located within a portion of the East one-half (E1/2) of Section Thirty-three (33), Township Twenty (20) North, Range Twenty-two (22) East, Mount Diablo Meridian, Storey County, Nevada, being all of Parcel 2018-27 as shown on Parcel Map, File No. 128803, for Sierra Pacific Power Company, a Nevada corporation dba NV Energy, filed in the office of the Storey County Recorder, on December 6, 2018.

Subject Parcel: Parcel 2018-27.



N

GRAPHIC SCALE

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD83/94, [illegible] FROM BLM CORNER [illegible] TO BLM CORNER [illegible] BEARING [illegible] E BETWEEN NGS STATIONS [illegible] AND [illegible]. THE PROJECT COMBINED FACTOR OF 1.0002149938 SCALES FROM GRID TO GROUND AND CONVERTS TO U.S. SURVEY [illegible]. ALL DIMENSIONS ON THIS MAP ARE GROUND DISTANCES.

Parcel Line Table		
Line #	Length	Direction
L1	114.88'	[illegible]
L2	[illegible]	[illegible]
L3	147.49'	[illegible]
L4	84.46'	[illegible]
L5	[illegible]	[illegible]
L6	37.46'	[illegible]
L7	[illegible]	[illegible]
L8	94.45'	[illegible]
L9	200.29'	[illegible]
L10	717.88'	[illegible]
L11	914.71'	[illegible]

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	1087.93'	1432.91'	[illegible]	[illegible]	1063.84'
C2	337.48'	1482.91'	[illegible]	[illegible]	336.78'
C3	394.78'	1400.00'	[illegible]	[illegible]	393.53'
C4	91.45'	617.83'	[illegible]	[illegible]	91.37'
C5	1034.37'	1497.91'	[illegible]	[illegible]	1013.84'
C6	838.48'	1867.91'	[illegible]	[illegible]	831.88'
C7	324.91'	1582.91'	[illegible]	[illegible]	323.83'
C8	385.38'	886.00'	[illegible]	[illegible]	382.38'
C9	87.17'	886.00'	[illegible]	[illegible]	87.14'
C10	14.47'	746.00'	[illegible]	[illegible]	14.47'

SHEET 2 OF 2

LEGEND

- ◆ FOUND 5/8" REBAR AND CAP, PLS 10836 UNLESS OTHERWISE NOTED
- ○ SET 5/8" REBAR AND CAP, PLS 10836
- (M) MEASURED COURSE AND DISTANCE
- (R1) RECORD COURSE AND DISTANCE PER REFERENCED DOCUMENT
- (C) CALCULATED COURSE AND DISTANCE
- F.R.I.C. TANDI RAND INDUSTRIAL CENTER, LLC

FILED No. 126503
FEE: 37.00
FILE FOR RECORD AT THE REQUEST OF LUMOS & ASSOCIATES, INC.
ON THIS 06 DAY OF December
2018, AT 52 MINUTES PAST 1
OFFICIAL RECORDS OF STOREY COUNTY, NEVADA
JOE CHAPMAN
CO-TREASURER/RECORDER
BY: [signature]
DEPUTY

PARCEL MAP

FOR

SIERRA PACIFIC POWER COMPANY
A NEVADA CORPORATION DBA NV ENERGY

A DIVISION OF ADJUSTED PARCEL 3-A-1 AS SHOWN ON RECORD OF SURVEY MAP, FILE NO. 94396
SITUATE WITHIN A PORTION OF THE E 1/2 OF SECTION 33
TOWNSHIP 20 NORTH, RANGE 22 EAST, M.D.M.

STOREY COUNTY — STATE OF NEVADA

LUMOS & ASSOCIATES
[illegible] COLLEGE PARK
CARSON CITY, NEVADA [illegible]
OF SURVEY MAP, FILE NO. 94396
TEL (775) [illegible]
FAX (775) [illegible]

Drawn by: UGC
Sheet: 2 of 2
Job No: 0373.000 "OLT"
Drawing No: 0373AMS1 [illegible]

Storey County Board of County Commissioners
Agenda Action Report

Meeting date: February 19, 2019 **Estimate of time required:** 15 min.

Agenda: Consent [ ] Regular agenda [x] Public hearing required [x]

---

1. **Title**: **Discussion/Possible Action:** Special Use Permit (2019-001) request to operate a home enterprise. The home enterprise will consist of beekeeping (with a maximum of 20 hives), a greenhouse to grow produce and an aqua farm structure for raising fish. No retail sales of product will occur at the site. The property is approximately 2.70 acres in size and is located at 144 Elizabeth Lane, Mark Twain, Storey County, Nevada, Assessor's Parcel Number (APN) 003-314-23.

2. **Recommended motion:** In accordance with the recommendation by the Planning Commission and staff, the findings of fact under Section 3.A of this report, and other findings deemed appropriate by the Board of County Commissioners, and in compliance with the conditions of approval, I (*county commissioner*), move to approve Special Use Permit 2019-001 to allow for operation of a home enterprise. The home enterprise will consist of beekeeping (with a maximum of 10 hives), a greenhouse to grow produce and an aqua farm structure for raising fish. No retail sales of product will occur at the site. The property is approximately 2.70 acres in size and is located at 144 Elizabeth Lane, Mark Twain, Storey County, Nevada, Assessor's Parcel Number (APN) 003-314-23.

3. **Prepared by**: Kathy Canfield

4. **Department**: Planning **Telephone**: 775.847.1144

5. **Staff summary**: See enclosed Staff Report No. 2019-001

6. **Supporting materials**: Enclosed Staff Report No. 2019-001

7. **Fiscal impact**: None on local government.

   Funds Available: Fund: ____ Comptroller

8. **Legal review required**: ____ District Attorney

9. **Reviewed by**:

   ✓ Department Head ____Department Name: Planning

   ____ County Manager ____Other agency review: _____

10. **Board action**:

    [ ] Approved [ ] Approved with Modifications
    [ ] Denied [ ] Continued

Agenda Item No. 16

Storey County
Planning Department
Storey County Courthouse
26 South B Street, PO Box 176, Virginia City, Nevada 89440
Phone 775-847-1144 – Fax 775-847-0949
planning@storeycounty.org

To: Storey County Board of County Commissioners

From: Storey County Planning Department

Meeting Date: February 19, 2019 at 10:00 a.m.

Meeting Location: 26 S. B Street, Virginia City, Storey County, Nevada

Staff Contact: Kathy Canfield

File: 2019-001

Applicant: Stacy and Aaron Grimes

Property Owner: Stacy and Aaron Grimes

Property Location: 144 Elizabeth Lane, Mark Twain Estates, Storey County, Nevada, APN 003-314-23

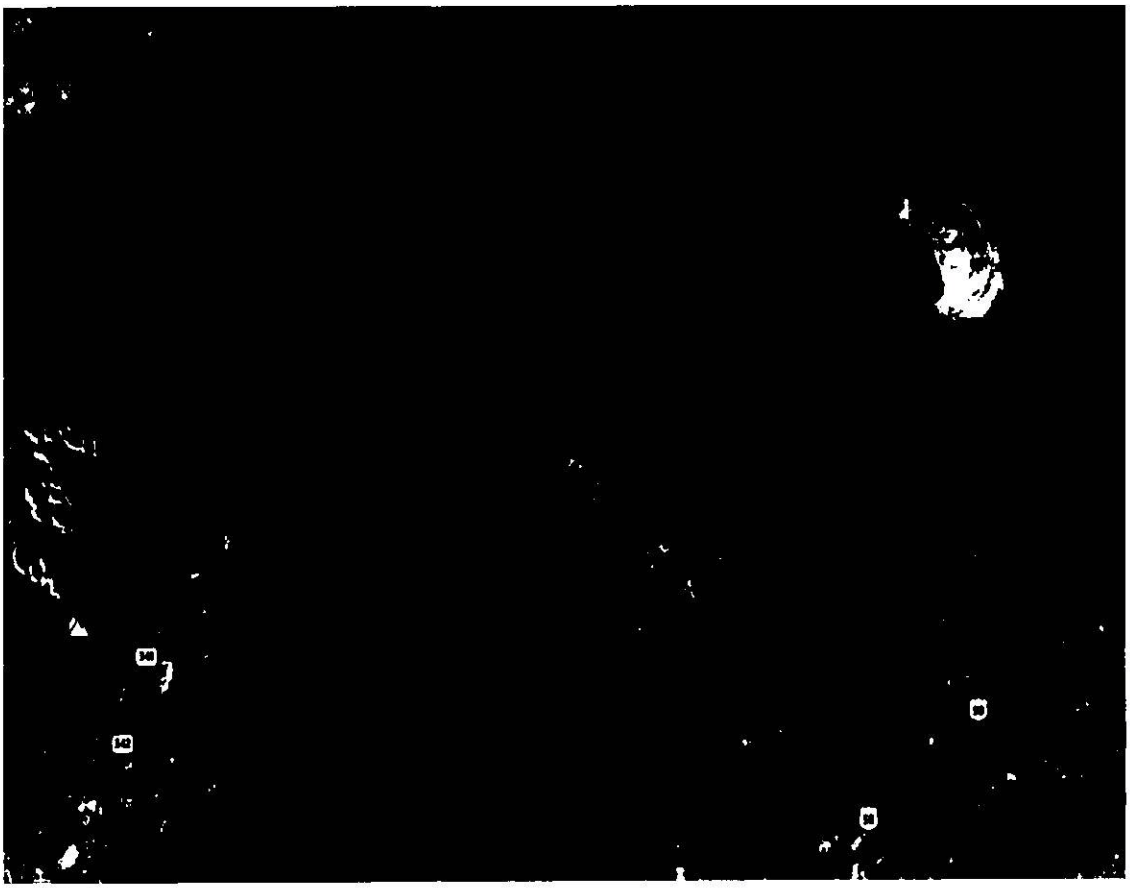
Request: The applicants request a Special Use Permit (2019-001) to operate a home enterprise. The home enterprise will consist of beekeeping (with a maximum of 20 hives), a greenhouse to grow produce and an aqua farm structure for raising fish. No retail sales of product will occur at the site. The property is approximately 2.70 acres in size and is located at 144 Elizabeth Lane, Mark Twain, Storey County, Nevada, Assessor's Parcel Number (APN) 003-314-23.

Summary of Planning Commission Meeting: The Planning Commission heard this request at their February 7, 2019 meeting. The applicants explained their request and provided information regarding beekeeping and their proposal. There were several neighborhood residents that participated in the discussion that had concerns regarding the impacts the bees may have on their neighborhood. Discussion included level of aggression of different bee species, prohibition of Africanized bees for safety reasons, size of hives and boxes, use of bees onsite and elsewhere, possible hive creation in crawl=space of area mobile homes, number of hives appropriate for a residential area with relatively small parcels, requiring the SUP permit holder to reside at the property, what other jurisdictions do including Carson City, Washoe County and City of Henderson, annual review of the use to ensure minimal or no adverse impacts to surrounding neighborhood, traffic and noise associated with the home enterprise business, sufficient well

water for the aqua farm, whether the State Engineer may allow commercial aqua farm use of domestic well water, and whether to hear the proposal again in the Mark Twain community. The Planning Commission voted 5 in favor, 2 against, recommending approval of the proposed Special Use Permit, with three additional recommended conditions of approval added, including a condition that an annual compliance review of the operation be conducted.

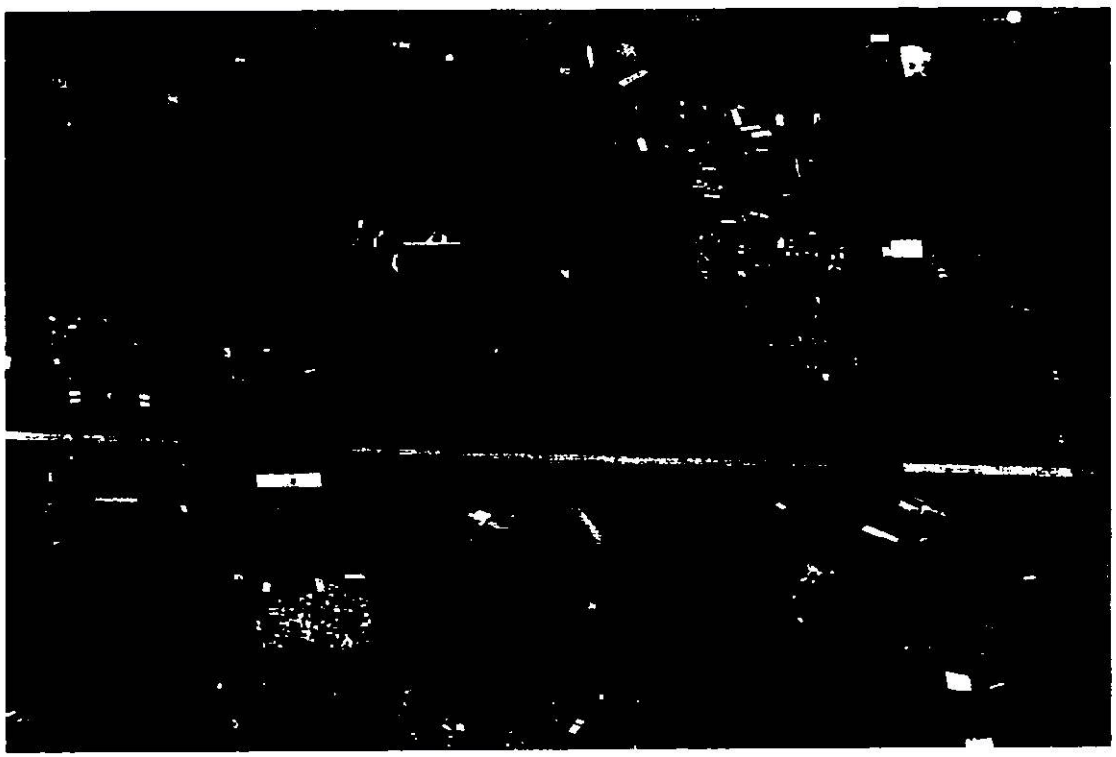
1. Background & Analysis

A. **Site Location and Characteristics:** The property is located at 144 Elizabeth Lane in the Mark Twain Estates area of Storey County. The property is 2.70 acres in size and contains an existing single family residence. The property is relatively flat with a drainage channel through the middle of the site. The property consists of Lots 145 and 146 of Mark Twain Estates Unit #7. Surrounding uses include 1.3 acre parcels with residential land uses.

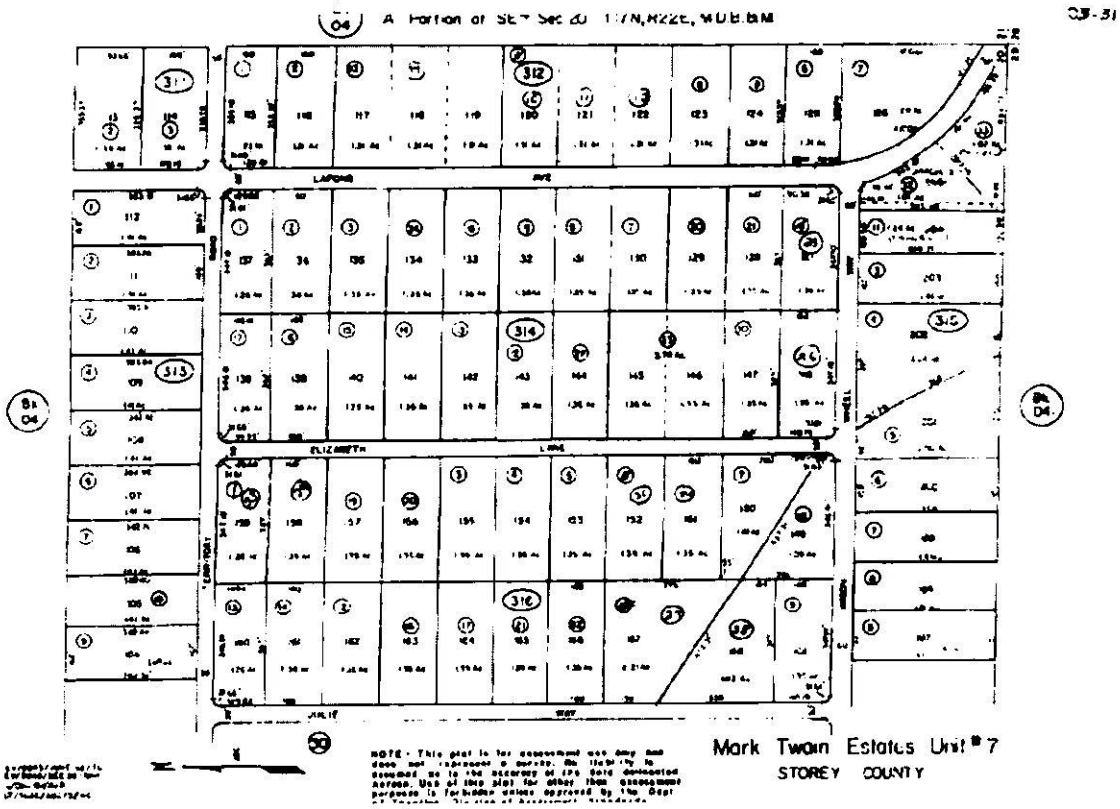


Vicinity Map

Location Map



View looking east



Assessor's Parcel Map

B. **Proposed Use**: The Applicant is proposing to establish a home enterprise which includes beekeeping, the growing of produce within a greenhouse, and an aqua farm. No selling of product to the public will occur at the site.

In reviewing the proposed application, staff has two areas of interest, one being allowing for a home enterprise to be located outside of the main residence and the second being the beekeeping activity and the impact to surrounding property owners.

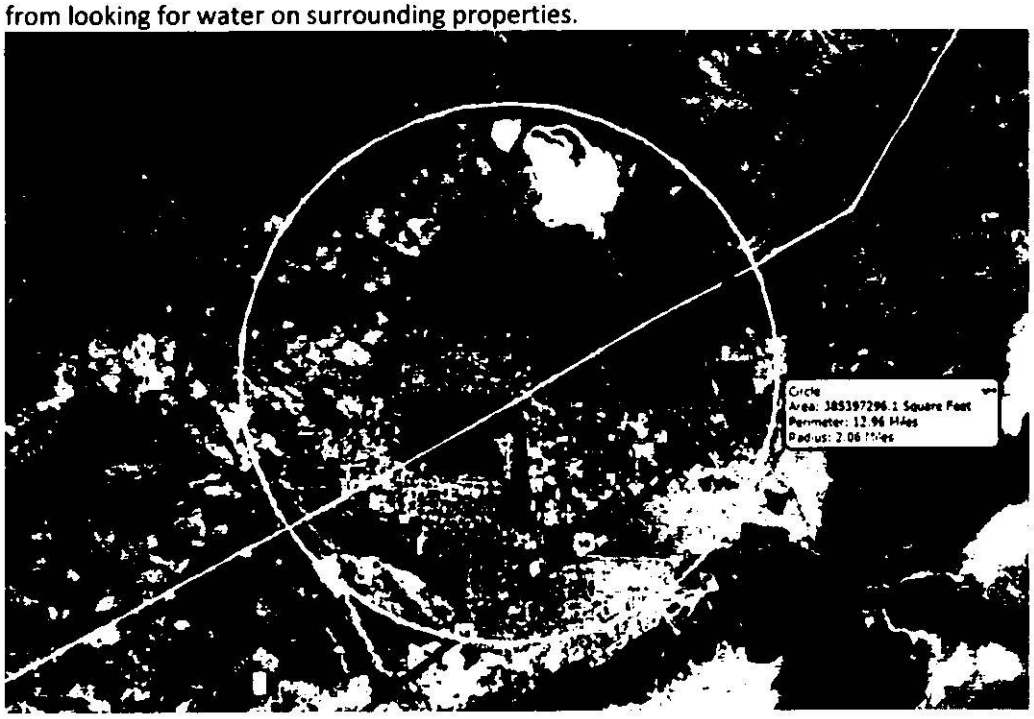
The proposed use by its nature is an outdoor use. The General Provisions chapter of the Zoning Ordinance identifies regulations associated with home enterprises (see Section 1.D for the exact wording of this code section). Section 17.12.023.D.9 identifies uses by their nature as being outdoor as permissible. Although this seems to be in conflict with Section 17.12.023.D.1, these items are located in the same section and are on equal basis. Since Section 17.12.023.D.9 is descriptive of what is permissible and what is being proposed, staff agrees this home enterprise outdoor use is allowed for the parcel, subject to all the other applicable conditions being met.

The second concern of the project has to do with the impacts of beekeeping to the surrounding neighborhood. The applicant has requested approval for up to 20 hives to be located on the property. The Storey County Code does not have any regulations in regards to beekeeping for the Estates zoning or in the General Provisions of the Zoning Code. The Nevada Revised Statutes (NRS) Chapter 552 addresses Bees and Apiaries (apiaries are defined as a hive or any place bees are kept and all appliances used in

connection with the bees). This NRS chapter does not have regulations regarding the number of hives or development of the apiary on a property, but addresses bee diseases and state oversight of transportation and diseases (see Appendix A of this staff report).

C. **Beekeeping**. In reviewing the applicant's proposal, research found that Carson City and the City of Henderson, Nevada, have ordinances addressing beekeeping. Carson City has a regulation of a maximum of 10 hives for parcels of land between 1 and 5 acres. The City of Henderson has a requirement that property between 2 and 5 acres be limited to a maximum of 6 hives. Both of these ordinances are provided in Appendix B and Appendix C of this staff report for reference.

Staff spoke with the State of Nevada, Department of Agriculture entomologist regarding bees and beekeeping. Although he is not aware of this particular request, he did provide general information regarding bees and beekeeping. When asked about studies or rules regarding how many hives should be located on a property, he stated there are too many variables to have a fixed rule for every location. Each hive can contain between 20,000 and 40,000 bees. They tend to forage in a 2-mile radius from the hive and a lot of the success for hives depends on the surrounding vegetation. The bees also need a constant water source and providing that near the hives will help keep the bees from looking for water on surrounding properties.



Approximate 2 mile radius from proposed hives.

D. **Zoning Code**. The property is zoned Estates which allows for "Agricultural and horticultural uses for domestic purposes and incidental to the permitted uses" on the parcel. The parcel contains an existing single family dwelling and the proposed uses are accessory to the primary residential use of the property.

Chapter 17.12.023 (General Provisions for all zones) states the following in regarding to home enterprises:

17.12.023 Home Enterprises

A. This section applies to any home enterprise.

B. In zones where a home enterprise is allowed, the home enterprise must comply with the provisions of Title 5 Business Licenses, and a special use permit may be required pursuant to subsection (C) below.

C. A special use permit approved by the board with action by the planning commission is required if the home enterprise may:

1. *Involve entry into the residential building or accessory building by customers, patrons, or other such persons not permanently residing on the property;*
2. *Involve seven or more motor vehicle visits per week, or two or more on any given day, to the subject property;*
3. *Involve the storage or use of flammable or hazardous substances, storage of products being sold that would increase fire loading to a level over the above standard for residential properties, or involve activities that may be potentially harmful or hazardous (e.g., welding, automotive painting, etc.) to surrounding residences and uses;*
4. *Involve outdoor storage; or*
5. *Produce noise, odor, dust, smoke, light, vehicular traffic, or other disturbances that would adversely affect the health, safety, or general welfare of surrounding residences, or the residential character of the surrounding area, without proper mitigation.*

D. The following minimum standards apply to any home enterprise, regardless if a special use permit is or is not required:

1. *The home enterprise must be operated entirely within the interior portions of the principal residential building or accessory building on the lot by a person or persons residing in the principal dwelling unit;*
2. *The home enterprise use must be clearly a subservient uses to the dwelling for residential purposes. The home enterprise must not change the residential character of the dwelling unit or the residential property;*
3. *No more than one vehicle with commercial advertising displayed may be parked on the premises except within an entirely enclosed building. Such vehicle stored outside of the enclosed building must not exceed 10,000 pounds gross vehicle weight rating (GVWR).*
4. *There may be no manufacturing, processing, or similar activities on the premises which generate noise, odor, dust, vibration, fumes, smoke, electrical interference, vehicle traffic exceeding the number stated in this section, storage of items which increase fire load, or other adverse impacts to adjacent properties.*
5. *The home enterprise may not be operated by a resident-tenant without the written consent of the owner of the real property.*

6. *No employees of the business may report for duty at or near the residence.*
7. *The home enterprise must comply with the provisions of Title 5 Business Licenses of the county code.*
8. *One non-lighted advertising sign of four square-feet may be allowed on the property. The sign must comply with chapter 17.84 Signs and Billboards.*
9. *Home pet and plant sales. In any CR, R, E, or SPR zone, a person may keep or cultivate pets or raise fowl, bushes, trees, berries, or crops, or sell pets, fowl, eggs, or crops from the premises, providing that no stores or stands are constructed for the purpose, the operation is not conducted as a regular commercial enterprise, and the activity is not in violation of this chapter or any other ordinance.*

As a part of the Special use Permit conditions of approval, the above regulations shall be incorporated into any approval of the proposed project at this site.

D. **Special Use Permit**. A Special Use Permit is required because of the home enterprise and the potential impact to adjacent properties. Section 17.03.150 of the Storey County Code identifies the process for Special Use Permits. The applicant and this report follow the requirements outlined in the Code.

E. **Staff recommendation**: The applicant has requested up to 20 bee hives be allowed on the property. The Storey County Code and the Nevada Revised Statutes do not have any regulations as to the amount of hives acceptable on a property based on property size. The limiting amount will be based on the making the finding of "no substantial negative impact to adjacent land uses." Based on an estimate of 20,000 to 40,000 bees per hive, a maximum of 20 hives would potentially provide 400,000 to 800,000 bees, the majority located within a 2-mile radius bees typically use for foraging according to personnel of the Nevada Department of Agriculture.

Based on research of other communities within Nevada that have beekeeping ordinances, and the limiting amounts these communities have adopted, staff recommends a maximum of 10 hives be permitted at this time. Storey County has no other similar projects within the County for reference and staff believes the 10 hives are consistent with other jurisdictions for the size of the parcel.

Staff has also proposed that if after a two year period of operation, if no valid nuisance complaints associated with the beekeeping have occurred, the applicant may request this Special Use Permit be revisited to allow for additional hives to be added to the site. This would be done as an amendment to the Special Use Permit and follow the planning process including notification to adjacent property owners.

2. Use Compatibility and Compliance

A. **Compatibility with surrounding uses and zones.** The following table documents land uses, zoning classification and master plan designations for the land at and surrounding the proposed project. There are no evident conflicts between the proposed project and

Storey County Title 17 Zoning or the 2016 Master Plan. The proposed use is also consistent with the surrounding zoning and master plan designations.

	Land Use	Master Plan Designation	Zoning
Applicant's Land	residential	Estate – Rural Residential	E - Estates
Land to the North	residential	Estate – Rural Residential	E - Estates
Land to the East	residential	Estate – Rural Residential	E - Estates
Land to the South	residential	Estate – Rural Residential	E - Estates
Land to the West	residential	Estate – Rural Residential	E - Estates

B. **General use allowances and restrictions.** Storey County Code 17.03.150, Special Use Permit, identifies the administration for the Board and Planning Commission for allowing a special use permit. The approval, approval with conditions, or denial of the Special Use Permit must be based on findings of fact that the proposed use is appropriate or inappropriate in the location. The findings listed below are the minimum to be cited in an approval, with rationale for the findings included below each finding.

(1) **Complies with the general purpose, goals, objectives, and standards of the county master plan, this title, and any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice by the county.**

The proposed use will be a home enterprise agricultural and horticultural outdoor activity which is permitted with a Special Use Permit for the Estates zoning district. The proposed use maintains the rural characteristics of the surrounding area.

(2) **The proposal location, size, height, operations, and other significant features will be compatible with and will not cause substantial negative impact on adjacent land uses, or will perform a function or provide a service that is essential to the surrounding land uses, community, and neighborhood.**

The proposed home enterprise will utilize an outdoor area within the parcel for beekeeping, greenhouse(s) for growing produce and an aqua farm. No retail sales will occur at the property.

The applicant has requested up to 20 bee hives be allowed on the property which are estimated to house 400,000 to 800,000 bees. Staff recommends a more cautious approach to the amount of hives/bees and suggests a maximum of 10 hives be permitted (half the proposed amount the applicant has requested), with the option of revisiting the amount of hives after a two year implementation period.

(3) **Will result in no substantial or undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, public improvements, public sites or right-of-way, or other matters affecting the public health, safety, and general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions and policies of the county master plan, this title, and any other**

plans, program, map or ordinance adopted or under consideration pursuant to an official notice, by the county, or other governmental agency having jurisdiction to guide growth and development.

The proposed home enterprise will not generate additional traffic to the neighborhood as no retail sales will occur at the site.

Staff recommends a maximum of 10 hives be permitted at the site at this time. Bees, by their nature, go wherever they desire. The applicant can provide plants and a water source onsite which can add to the habitat the bees desire, keeping them on the property to an extent by offering their needs, but it is not anticipated that the bees would stay on the property.

Staff is recommending the maximum 10 hives exist for a 2 year period prior to considering an additional amount of hives be added to the site. If after that time frame there haven't been any issues identified by the neighbors, the applicant could request additional hives.

If, however, Storey County receives complaints regarding problems with the bees, staff reserve the right to review the Special Use Permit. This may include reducing the number of hives, removal of hives, or following the Abatement of Nuisances process identified in Section 17.03.045 in the Storey County Zoning Ordinance.

(4) **The proposed use in the proposed area will be adequately served by and will impose no undue burden on any of the improvements, facilities, utilities, or services provided by the county or other governmental agency having jurisdiction in the county.**

The proposed use is not expected to require any additional governmental services or impact existing facilities.

C. **Conformance with the 2016 Storey County Master Plan.** The property is located within the Mark Twain area of Storey County. The area is comprised of parcels from one acre to 40 acres in size. The Master Plan states "Protecting the area rural lifestyle, safety, and water resources and mitigating known alluvial flooding conditions in the adjacent Mark Twain Estates should be considered of foremost importance when considering new development in this area." The Storey County Master Plan identifies the goal of making land use decisions that maintain the existing character of the community. The proposed home enterprise that includes agricultural and horticultural uses along with the primary residence on the property maintain the rural characteristics of the Mark Twain Area.

3. Findings of Fact

A. **Motion for approval (Planning Commission and staff recommendation).** The following findings of fact are evident with regard to the requested special use permit when the

recommended conditions of approval in Section 4, Recommended Conditions of Approval, are applied.

(1) This approval is for Special Use Permit 2019-001 to operate a home enterprise. The home enterprise will consist of beekeeping (with a maximum of **10** hives), a greenhouse to grow produce and an Aqua farm structure for raising fish. No retail sales of product will occur at the site. The property is approximately 2.70 acres in size and is located at 144 Elizabeth Lane, Mark Twain, Storey County, Nevada, Assessor's Parcel Number (APN) 003-314-23.

(2) The proposed project complies with the general purpose, goals, objectives, and standards of the county master plan, this title, and any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice by the county.

(3) The proposal location, size, height, operations, and other significant features will be compatible with and will not cause substantial negative impact on adjacent land uses, or will perform a function or provide a service that is essential to the surrounding land uses, community, and neighborhood.

(4) The proposed project will result in no substantial or undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, public improvements, public sites or right-of-way, or other matters affecting the public health, safety, and general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions and policies of the county master plan, this title, and any other plans, program, map or ordinance adopted or under consideration pursuant to an official notice, by the county, or other governmental agency having jurisdiction to guide growth and development.

(5) The proposed use in the proposed area will be adequately served by and will impose no undue burden on any of the improvements, facilities, utilities, or services provided by the county or other governmental agency having jurisdiction in the county.

(6) The Special Use Permit conforms to the 2016 Storey County Master Plan for the Mark Twain planning area in which the subject property is located. A discussion supporting this finding is provided in Section 2.C of this staff report and the contents thereof are cited in an approval of this Special Use Permit.

(7) The conditions under the Special Use Permit do not conflict with the minimum requirements in Storey County Code Sections 17.03.150, Special Use Permit and Section 17.40 E - Estate Zone.

B. Alternative motion for approval (applicant request).

(1) This approval is for Special Use Permit 2019-001 to operate a home enterprise. The home enterprise will consist of beekeeping (with a maximum of **20** hives), a

greenhouse to grow produce and an Aqua farm structure for raising fish. No retail sales of product will occur at the site. The property is approximately 2.70 acres in size and is located at 144 Elizabeth Lane, Mark Twain, Storey County, Nevada, Assessor's Parcel Number (APN) 003-314-23.

(2) The proposed project complies with the general purpose, goals, objectives, and standards of the county master plan, this title, and any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice by the county.

(3) The proposal location, size, height, operations, and other significant features will be compatible with and will not cause substantial negative impact on adjacent land uses, or will perform a function or provide a service that is essential to the surrounding land uses, community, and neighborhood.

(6) The proposed project will result in no substantial or undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, public improvements, public sites or right-of-way, or other matters affecting the public health, safety, and general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions and policies of the county master plan, this title, and any other plans, program, map or ordinance adopted or under consideration pursuant to an official notice, by the county, or other governmental agency having jurisdiction to guide growth and development.

(7) The proposed use in the proposed area will be adequately served by and will impose no undue burden on any of the improvements, facilities, utilities, or services provided by the county or other governmental agency having jurisdiction in the county.

(6) The Special Use Permit conforms to the 2016 Storey County Master Plan for the Mark Twain planning area in which the subject property is located. A discussion supporting this finding is provided in Section 2.C of this staff report and the contents thereof are cited in an approval of this Special Use Permit.

(8) The conditions under the Special Use Permit do not conflict with the minimum requirements in Storey County Code Sections 17.03.150, Special Use Permit and Section 17.40 E - Estate Zone.

C. **Motion for denial**. Should a motion be made to deny the Special Use Permit request, the following findings with explanation why should be included in that motion.

(1) This denial is for Special Use Permit 2019-001 to operate a home enterprise. The home enterprise will consist of beekeeping, a greenhouse to grow produce and an Aqua farm structure for raising fish. No retail sales of product will occur at the site. The property is approximately 2.70 acres in size and is located at 144 Elizabeth Lane, Mark Twain, Storey County, Nevada, Assessor's Parcel Number (APN) 003-314-23.

(2) The conditions under the Special Use Permit conflict with the minimum requirements in Storey County Code Sections 17.03.150, Special Use Permit and Section 17.40 E – Estate Zone.

(3) The conditions under the Special Use Permit do not adequately mitigate potential adverse impacts on surrounding uses or protect against potential safety hazards for surrounding use.

4. Recommended Conditions of Approval

A. **Special Use Permit.** Special Use Permit 2019-001 is to operate a home enterprise. The home enterprise will consist of beekeeping (with a maximum of 10 hives), greenhouse(s) to grow produce and an aqua farm structure for raising fish. No retail sales of product will occur at the site. The property is approximately 2.70 acres in size and is located at 144 Elizabeth Lane, Mark Twain, Storey County, Nevada, Assessor's Parcel Number (APN) 003-314-23.

B. **Home Enterprise.** This special use permit authorizes an agricultural and horticultural home enterprise accessory use to the existing residential use on the property. The business activities shall be limited to the interior of the building with the exception of the beekeeping and installation of greenhouse(s) and the aqua farm building. No employees of the business may report for duty at or near the residence. There may be no manufacturing, processing, or similar activities on the premises which generate noise, odor, dust, vibration, fumes, smoke, electrical interference, vehicle traffic, storage of items which increase fire load or other adverse impacts to adjacent properties. The home enterprise must be subservient to the residential dwelling.

C. **Requirements**. The Permit Holder shall apply for all required permits and licenses, including any applicable building and fire permits, for the project within 24 months from the date of final approval of this SUP, and continuously maintain the validity of those permits/licenses, or this approval shall be null and void. This Special Use Permit shall remain valid as long as the Applicant remains in compliance with the terms of this Special Use Permit and Storey County, State of Nevada, and federal regulations. No activity shall commence prior to the Applicant securing rights to the Special Use Permit.

D. **Compliance**. The use on the subject property must comply with federal, state, and county codes and regulations and the submitted plans as approved. The Permit Holder shall be responsible for maintaining the premises and managing operations in accordance with all conditions and stipulations set forth by this Special Use Permit and all other federal, Nevada State, and Storey County codes and regulations. Failure to comply with the requirements herein shall elicit a written warning to the Permit Holder by Storey County on the first and second offense. A third offense shall warrant Storey County to revoke the Special Use Permit. Storey County shall reserve the right to conduct periodic reviews of the Permit Holder's compliance with all conditions and stipulations of the Special Use Permit.

E. **Business License.** The home enterprise must comply with the provisions of Title 5 business licenses of the county code.

F. **Property Taxes**. Before obtaining the Special Use Permit from the Planning Department, the Property Owner must provide evidence that all property taxes on the land are paid-to-date.

G. **Indemnification/Insurance.** The Permit Holder warrants that the use of land will conform to the requirements of Storey County, State of Nevada, and applicable federal regulatory and legal requirements; further, the Permit Holder warrants that continued and future use of the land shall so conform. The Permit Holder agrees to hold Storey County, its officers, and representatives harmless from the costs associated with any damage or liability, and any/all other claims now existing or which may occur as a result of this Special Use Permit.

H. **Transfer of Rights.** This Special Use Permit (SUP 2019-001) is non-transferable. This Special Use Permit applies to the Permit Holder/Property Owner listed in this permit and may not be transferred to new owners of the property.

I. **Water Source and Use.**

(1) **Hives**. The Permit Holder shall provide an adequate onsite continuous water source for the hives in an amount large enough to serve the number of occupied hives on the property.
(2) **Fish**. The Permit Holder shall demonstrate that the proposed water usage associated with the aqua farm does not exceed the water rights associated with the property. Documentation from the State of Nevada, Division of Water Resources demonstrating adequate water rights exist for all uses on the property shall be provided prior to any installation of the proposed aqua farm facility.
(3) **Vector Control.** Any water sources on the property must be maintained fresh, clean and such to prevent the breeding and germination of disease vectors (e.g. mosquitos and their eggs, etc...).

J. **Site Layout**. The proposed hives and associated water source shall be centrally located on the property. All other structures shall meet Estates zoning setback requirements. The Permit Holder shall submit a site plan (hand-drawn is acceptable) reasonably drawn to scale, of the overall site layout, for Storey County review and approval.

K. **Drainage**. The existing drainage channel through the parcel shall be maintained to allow for flow through the property. This condition may be waived in the future if drainage improvements to the overall neighborhood are implemented that redirects the drainage away from the parcel.

L. **Nevada Department of Agriculture**. The Permit Holder shall comply with all requirements of the Nevada Department of Agriculture as related to the bees, growing of produce and the associated home enterprise and shall comply with Chapter 552 of the Nevada Revised Statutes.

M. **Nevada Department of Behavioral and Public Health**. The Permit Holder shall comply with all requirements of the Nevada Department of Behavioral and Public Health for all item associated with the home enterprise.

N. **Lot Consolidation**. The Permit Holder shall consolidate Lots 145 and 146 into one legal lot of record prior to an activity commencing on the property if any accessory use is proposed to be constructed on Lot 146.

O. **State/Federal Taxes**. Whenever Nevada law requires the payment of a sales and/or use tax, all materials and equipment purchased or rented for this project shall when feasible be received in Storey County and the value reported as 'county-of-delivery' on the Nevada Dept. of Taxation form TXR-01.01 'Sales/Use Tax Return'.

P. **Abandonment/Abatement.** In the event that the bee hives are abandoned either by bees or the Permit Holder for a period of any two consecutive years commencing after the installation of the hives, Storey County shall reserve the right to deem the facility abandoned and mandate the hives be removed within 180 days thereof at the Permit Holder's expense. The Permit Holder shall reserve the right to appeal the decision of abandonment. The process for the appeal shall be as pursuant to Chapter 17.03 Administrative Provisions of the Storey County Code. Removal and reclamation shall include complete removal of the bee hives and associated equipment.

Q. **Nuisance.** Any complaints regarding the proposed uses authorized by this Special Use Permit shall be investigated by the County and if appropriate, will follow the process outlined Section 17.03.045 – Abatement of Public Nuisances, and may include revocation of the Special Use Permit.

R. **Maximum Hive Number**. This permit authorizes a maximum 10 hives on the property. After a two year time period from the date of installation of the hives, and if there are no valid complaints on-file from the abutting properties during this time, the Permit Holder may apply to Storey County for additional hives on the property. Additional hives may be approved by the Board of County Commissioners, with action by the Planning Commission, during a public hearing process and review of any issues associated with the initial two year period of implementation and a review of any impacts on the surrounding neighborhood. This is not to be construed as a guarantee for the granting of additional hives or any number of hives. Action that occurs during the meeting will not affect the existing special use permit or its conditions, except as may apply to additional entitlements given or by mutual consent of the County and Permit Holder.

S. **Residence.** The Permit Holder shall reside on the property.

T. **Africanized Bees.** Africanized bees shall not be permitted.

U. **Annual Review.** At a regularly scheduled public meeting on or about the month of February 2020, the Planning Commission, with coordination from the Permit Holder, shall review the operations at the property and determine any significant impacts of the proposed operation has on the adjacent neighborhood. At that time, if any negative

impacts are identified and brought to the attention of the Planning Commission or County staff, additional mitigating conditions may be added to the Special Use Permit by the Board with action/recommendation by the Planning Commission. If no additional mitigation measures are imposed, no Board of County Commissioners review shall be required. At the Annual Review, the Planning Commission shall determine if further annual reviews are required.

5. Public Comment

As of January 29, 2019, Staff has not received any comments from the public. An email from Lyon County was received supporting the project with the recommended conditions of approval applied. Several neighboring property owners provided comments at the Planning Commission meeting.

6. Power of the Board

At the conclusion of the hearing, the Board of County Commissioners must take such action thereon as it deems warranted under the circumstances and announce and record its action by formal resolution, and such resolution must recite the findings of the Board of County Commissioners upon which it bases its decision.

7. Proposed Motions

This section contains three motions from which to choose. The first motion (A) for approval is recommended by the Planning Commission and staff in accordance with the findings under Section 3.A of this report and limits the amount of hives on the property to a maximum of 10. The second motion (B) for approval is requested by the Applicant and allows for a maximum of 20 hives on the property. The third motion (C) is a motion for denial and that motion should cite one or more of the findings shown in Section 3.B. Other findings of fact determined appropriate by the Board of County Commissioners should be made part of either motion.

A. Recommended motion for approval (Planning Commission and staff recommendation)

In accordance with the recommendation by the Planning Commission and staff, the findings of fact under Section 3.A of this report, and other findings deemed appropriate by the Board of County Commissioners, and in compliance with the conditions of approval, I (*county commissioner*), move to approve Special Use Permit 2019-001 to allow for operation of a home enterprise. The home enterprise will consist of beekeeping (with a maximum of 10 hives), a greenhouse to grow produce and an aqua farm structure for raising fish. No retail sales of product will occur at the site. The property is approximately 2.70 acres in size and is located at 144 Elizabeth Lane, Mark Twain, Storey County, Nevada, Assessor's Parcel Number (APN) 003-314-23.

B. Alternative motion for approval (applicant's request)

Against the recommendation of the Planning Commission and staff, the findings of fact under Section 3.A of this report, and other findings deemed appropriate by the Board of

County Commissioners, and in compliance with the conditions of approval, deleting Recommended Condition of Approval R and amending Condition of Approval A to a maximum of 20 hives, I (*county commissioner*), move to approve Special Use Permit 2019-001 to allow for operation of a home enterprise. The home enterprise will consist of beekeeping (with a maximum of 20 hives), a greenhouse to grow produce and an aqua farm structure for raising fish. No retail sales of product will occur at the site. The property is approximately 2.70 acres in size and is located at 144 Elizabeth Lane, Mark Twain, Storey County, Nevada, Assessor's Parcel Number (APN) 003-314-23.

C. Alternative motion for denial

Against the recommendation by the Planning Commission and staff, but in accordance with the findings of fact under Section 3.2 of this report, and other findings deemed appropriate by the Board of County Commissioners, I (*county commissioner*), move to deny Special Use Permit 2019-001 to allow for operation of a home enterprise. The home enterprise will consist of beekeeping, a greenhouse to grow produce and an aqua farm structure for raising fish. No retail sales of product will occur at the site. The property is approximately 2.70 acres in size and is located at 144 Elizabeth Lane, Mark Twain, Storey County, Nevada, Assessor's Parcel Number (APN) 003-314-23.

Appendix A – NRS Chapter 552

Appendix B – Carson City Code Chapter 7.02

Appendix C – City of Henderson Chapter 19.5

APPENDIX A

[Rev. 6/2/2018 8:07:33 PM--2017]

CHAPTER 552 - BEES AND APIARIES

NRS 552.085 Definitions. As used in this chapter, unless the context otherwise requires, the words and terms defined in NRS 552.0851 to 552.0862, inclusive, have the meanings ascribed to them in those sections.
(Added to NRS by 1959, 252, 253; A 1977, 911; 1985, 524; 1987, 564; 1993, 1704; 1999, 1387, 3635; 2001, 89)

NRS 552.0851 "Apiary" defined. "Apiary" means any hive or other place where bees are kept, located or found, and all appliances used in connection therewith.
(Added to NRS by 1987, 564)

NRS 552.0852 "Appliance" defined. "Appliance" means any implement or device used in manipulating bees or their brood, including honey-extracting equipment, and any container thereof.
(Added to NRS by 1987, 564)

NRS 552.0853 "Bees" defined. "Bees" means honey-producing insects of the genus *Apis*, and includes adults, eggs, larvae, pupae, and all material, excluding honey and rendered beeswax, that is deposited into beehives by the adults.
(Added to NRS by 1987, 564)

NRS 552.0854 "Colony" defined. "Colony" means the bees, comb and honey contained in the hive.
(Added to NRS by 1987, 564)

NRS 552.0855 "Colony strength" defined. "Colony strength" means the potential of a hive of bees to pollinize horticultural or agricultural crops.
(Added to NRS by 1987, 564)

NRS 552.08555 "Department" defined. "Department" means the State Department of Agriculture.
(Added to NRS by 1999, 3634)

NRS 552.08575 "Director" defined. "Director" means the Director of the Department.

(Added to NRS by 1999, 3634)

NRS 552.0858 "Disease" defined. "Disease" means any condition adversely affecting bees, or their brood, which may become epidemic, including, without limitation, bacteria, viruses or invertebrate pests and the presence of undesirable genetic characteristics including those associated with *Apis mellifera scutellata* or hybrids of this subspecies.
(Added to NRS by 1987, 564; A 1999, 1387)

NRS 552.086 "Hive" defined. "Hive" means any receptacle or container made or prepared for the use of bees.
(Added to NRS by 1987, 564)

NRS 552.0861 "Inspector" defined. "Inspector" means any person authorized by the Department to enforce the provisions of this chapter.
(Added to NRS by 1987, 564; A 1993, 1704; 1999, 3635)

NRS 552.0862 "Location" defined. "Location" means any place where an apiary is located.
(Added to NRS by 1987, 564)

NRS 552.095 Control of apiary industry: Authority of Department; adoption of regulations; imposition and use of civil penalty.
1. The Department has control of all matters pertaining to the apiary industry in this State.
2. The Director may adopt regulations to carry out the provisions of this chapter.
3. The Director may, after notice and an opportunity for a hearing, impose a civil penalty of not more than $500 for each violation of this chapter.
4. Any money collected from the imposition of a civil penalty pursuant to subsection 3 must be accounted for separately and:
(a) Fifty percent of the money must be used to fund a program selected by the Director that provides loans to persons who are engaged in agriculture and who are 21 years of age or younger; and
(b) The remaining 50 percent of the money must be deposited in the Account for the Control of Weeds established by NRS 555.035.
(Added to NRS by 2015, 3583)

NRS 552.160 Inspection of apiaries; order for destruction or treatment; quarantine; abatement of certain nuisances.
1. The Department may order the inspection of any or all apiaries and all buildings used in connection with those apiaries in any district or districts of the State annually, or more often if deemed necessary, or upon report to it that there is a reason to believe that any apiary may be infected with any disease, or that any honey, honeycombs or beeswax is exposed to robber bees.
2. If the inspection discloses any disease, the Department may:
(a) Order the owner or any person in possession of the apiary to destroy the diseased bees, hives and appliances in a manner prescribed by the Department and at the expense of the owner;
(b) Order the owner or any person in possession of the apiary to treat the hives and appliances in a manner prescribed by the Department and at the expense of the owner if, in the opinion of the inspector, the nuisance can be abated by treatment rather than destruction; or
(c) Proclaim a quarantine in accordance with the provisions of chapter 554 of NRS.
3. The order for destruction or treatment must require compliance within a reasonable time with reference to the nature of the disease.
4. If the inspection discloses honey, honeycombs or beeswax exposed to robber bees, the Department may order the abatement of the nuisance in a manner appropriate to the circumstances.
5. The order must be served upon the owner or person in possession of the apiary personally or by registered or certified mail, or, if that person cannot be located, by posting the order in a conspicuous place at the apiary.
[11:225:1921; NCL § 470] — (NRS A 1959, 255; 1969, 95; 1987, 566; 1993, 1705; 1999, 1387, 3635; 2001, 89)

NRS 552.170 Abatement of nuisance for failure to comply with order for destruction or treatment. If the owner or person in possession of an apiary neglects or refuses to comply with an order issued under NRS 552.160, the Department may authorize the inspector or other agent to abate the nuisance by the method prescribed in the order.
[12:225:1921; NCL § 471] — (NRS A 1959, 256; 1993, 1706; 1999, 3636; 2015, 3583)

NRS 552.180 Right of access of inspectors. For the enforcement of the provisions of this chapter, inspectors shall have access to all apiaries, appliances, structures and premises where bees or their products are kept.
[Part 13:225:1921; NCL § 472] — (NRS A 1961, 514)

NRS 552.190 Duties of inspectors after inspections. After inspecting infected hives or fixtures, or handling diseased bees, the inspector shall, before leaving the premises or proceeding to any other apiary:
1. Thoroughly disinfect any portion of his or her own person and clothing, and any tools or appliances used by him or her which have come in contact with disease-infected material; and
2. See that any other assistant or assistants with the inspector have likewise disinfected their persons and clothing and all tools and appliances used by them.
[Part 13:225:1921; NCL § 472] — (NRS A 1961, 514)

NRS 552.205 Colony strength: Establishment of standards; inspectors; certification; fees. The Department may, if the demand for pollination service is found by the Department to warrant such action:

1. Establish standards of colony strength based upon:
(a) The number of bees per hive;
(b) The number of cells containing brood per hive;
(c) The health of the bees and brood; and
(d) Any other factors which reasonably relate to the ability of the colony to pollinize horticultural and agricultural crops.
2. Appoint qualified inspectors to determine colony strength.
3. Certify hives of bees used in commercial pollinization on the basis of colony strength.
4. Establish reasonable fees to cover the cost of colony strength inspection and certification.

(Added to NRS by 1959, 253; A 1993, 1706; 1999, 3637)

NRS 552.212 Importation of queens or other bees in screened cages without comb: Certificate of inspection; holding and destruction of bees.

1. A person shall not ship or transport into this State any queens or other bees in screened cages without comb unless the shipment is accompanied by a certificate of an authorized officer of the state of origin certifying that all bees intended for shipment:
(a) Were inspected within 60 days before the date of shipment; and
(b) Were found to be free from disease and pests.
2. The Department may hold a shipment which is not accompanied by the certificate of inspection and notify the person who owns or controls the bees that they will be destroyed after 48 hours after the time of the notice unless a proper certificate of inspection is supplied. If the certificate is not supplied within that time, the bees may be destroyed.

(Added to NRS by 1981, 437; A 1985, 346; 1987, 569; 1993, 1708; 1999, 1388, 3639; 2001, 89)

NRS 552.215 Fees for inspections. If an inspection is requested by any person to determine the presence of disease or colony strength, the person who requests the inspection shall pay a reasonable fee as prescribed by the Department to pay the expenses of the inspection.

(Added to NRS by 1959, 253; A 1973, 284; 1993, 1709; 1999, 1388, 3639; 2001, 89)

NRS 552.230 Bees to be kept in movable frame hives.

1. It shall be unlawful for any person to have in the person's possession any bees kept in other than movable frame hives.
2. If any such bees are found by an inspector, the inspector shall serve written notice in person or by registered or certified mail on the owner or owners, caretaker, or person in charge of the same, ordering the owner or owners, caretaker or person in charge to correct the condition within a specified time of not less than 3 days.
3. If the owner or owners, caretaker, or person in charge shall neglect, fail or refuse to correct the condition by providing accessible movable frame hives within the time specified in the written notice, the bees, hives and combs shall be condemned and destroyed by the inspector, without compensation.

[Part 17:225:1921; A 1955, 349] — (NRS A 1969, 95)

NRS 552.240 Concealment of disease or exposure of bees to disease unlawful. It shall be unlawful for any person to conceal the fact that any disease exists among the person's bees or to expose to bees any infected bees, bee products, hives or appliances.

[Part 17:225:1921; A 1955, 349]

NRS 552.250 Regulation of neglected or abandoned used hives or appliances. Neglected or abandoned used hives or appliances containing beeswax or bee comb, unless kept in an enclosure so constructed as to prevent access by bees, are hereby declared to be public nuisances, and it shall be unlawful to maintain them. Any such neglected or abandoned hives or appliances shall be subject to seizure and destruction by an inspector, without compensation.

[Part 17:225:1921; A 1955, 349]

NRS 552.255 Public nuisances: Declaration; abatement. The following may be declared to be public nuisances and are subject to abatement under the provisions of this chapter:

1. Diseased bees and any apiary in which they are found.
2. Honey, honeycombs and beeswax containing honey which are exposed to robber bees.

(Added to NRS by 1959, 253; A 1999, 1388)

NRS 552.260 Extraction of honey.

1. Any and all extracting of honey shall be done in a place to which bees cannot gain access either during or after such extracting process.
2. Any inspector shall prohibit or stop the extraction of honey in any place to which bees have access until such place is made bee-tight.

[Part 17:225:1921; A 1955, 349]

NRS 552.280 Removal or distribution of diseased bees without permission unlawful. It shall be unlawful for the owner, owners, lessee, lessees, agent or caretaker of any apiary, including appliances, structures, buildings and honey, wherein disease exists, to move or distribute any diseased bees, whether they are queens or workers, colonies,

honeycombs, appliances or structures beyond the already established boundaries of such apiary wherein disease exists without written permission from the Director or his or her designee.
[19:225:1921; A 1925, 38; NCL § 478] — (NRS A 2015, 3583)

NRS 552.290 Chapter supplemental to state law governing quarantines. Except as provided in this chapter, nothing in this chapter shall be construed as in any way affecting the provisions of chapter 554 of NRS, but this chapter shall be considered as supplementary to chapter 554 of NRS.
[22:225:1921; NCL § 481]

APPENDIX B

Carson City Code

- **Chapter 7.02 - BEEKEEPING**

SHARE LINK TO SECTION PRINT SECTION DOWNLOAD (DOCX) OF SECTIONS EMAIL SECTION COMPARE VERSIONS

- **7.02.010 - Definitions.**

SHARE LINK TO SECTION PRINT SECTION DOWNLOAD (DOCX) OF SECTIONS EMAIL SECTION COMPARE VERSIONS

1.

Apiary: In accordance with NRS 552.0851, an "apiary" means any hive or other place where bees are kept, located or found, and all appliances used in connection thereof.

2.

Beekeeper: A person who owns or has charge of one (1) or more colonies of bees.

3.

Colony: Shall mean a hive and its equipment and appurtenances, including bees, comb, honey, pollen and brood.

4.

Department: Refers to the Carson City Health and Human Services Department, or any subsequent department deemed responsible by Carson City.

5.

Disease: In accordance with NRS 552.0858, a "disease" means any condition adversely affecting the bees or their brood which could become epidemic.

6.

Enforcement officer: Enforcement/animal services officer or their designee.

7.

Hive: Means a removable frame receptacle or container made or prepared for the use of bees described in NRS 552.086 and NRS 552.230. All other hives shall be deemed unlawful.

(Ord. No. 2012-8, § III, 4-5-2012)

- **7.02.020 - Allowable property type (use).**

SHARE LINK TO SECTION PRINT SECTION DOWNLOAD (DOCX) OF SECTIONS EMAIL SECTION COMPARE VERSIONS

1.

Hives will be allowed on any property, excluding parcels containing a multi-family residential dwelling, that meet the requirements of this section.

2.

[redacted]

A person shall not locate or allow a hive on property owned or occupied by another person without first obtaining written permission from the owner or occupant.

(Ord. No. 2012-8, § IV, 4-5-2012)

- **7.02.030 - Lot size, number of hives and location on property.**

SHARE LINK TO SECTION PRINT SECTION DOWNLOAD (DOCX) OF SECTIONS EMAIL SECTION COMPARE VERSIONS

1. Lot less than one-half (0.5) acre: Maximum of two (2) hives.

2. Lot one-half (0.5) acre and above up to one (1.0) acre: Maximum of five (5) hives.

3. Lot one (1) acre and above up to five (5) acres: Maximum of ten (10) hives.

4. Lots above five (5) acres: No restrictions so long as not deemed a nuisance by the department.

5. A hive shall be placed on property so the general flight pattern of bees is in a direction that will deter bee contact with humans and domesticated animals.

6. No hive may be within ten (10) feet of any property line.

7. Hives that are located closer than twenty-five (25) feet from any property line or public right-of-way must have a "flyaway barrier" of at least six (6) feet in height between the hive and such property line.

(Ord. No. 2012-8, § V, 4-5-2012)

- **7.02.040 - Water.**

SHARE LINK TO SECTION PRINT SECTION DOWNLOAD (DOCX) OF SECTIONS EMAIL SECTION COMPARE VERSIONS

1. A water source must be placed in the immediate vicinity of all hives between April 1 and September 30.

(Ord. No. 2012-8, § VI, 4-5-2012)

- **7.02.050 - Flyaway barrier.**

SHARE LINK TO SECTION PRINT SECTION DOWNLOAD (DOCX) OF SECTIONS EMAIL SECTION COMPARE VERSIONS

Flyaway barrier requirements:

a.

Must surround the hive(s) on any side that is within twenty-five (25) feet of a property line or public right-of-way.

b.

Must be no less than six (6) feet in height.

c.

Must consist of a material impenetrable by bees (wood fencing, dense shrubbery, chain link with slats, etc.).

d.

Must allow at least a four-foot separation from the barrier to the hive entrance to allow for proper movement and landing of the bees.

e.

The location and height of the barriers must comply with applicable zoning and building code requirements.

(Ord. No. 2012-8, § VII, 4-5-2012)

- **7.02.060 - Extraction of honey.**

SHARE LINK TO SECTION PRINT SECTION DOWNLOAD (DOCX) OF SECTIONS EMAIL SECTION COMPARE VERSIONS

In accordance with NRS 552.260, honey may only be extracted in an area where there is no access by bees before, during, or after the extraction process.

(Ord. No. 2012-8, § VIII, 4-5-2012)

- **7.02.070 - Nuisance.**

SHARE LINK TO SECTION PRINT SECTION DOWNLOAD (DOCX) OF SECTIONS EMAIL SECTION COMPARE VERSIONS

1.

Any hive that has been abandoned by the owner will be considered a public nuisance and must be removed by the owner at the owner's expense in accordance with Title 8 Chapter 8.08 of the Carson City Municipal Code.

2.

If the hive is occupied by bees, the owner must make arrangements for the bees to be relocated at his or her expense.

3.

If the hive is occupied by diseased bees, the hive must be destroyed at the owner's expense.

(Ord. No. 2012-8, § IX, 4-5-2012)

- **7.02.080 - Queens.**

SHARE LINK TO SECTION PRINT SECTION DOWNLOAD (DOCX) OF SECTIONS EMAIL SECTION COMPARE VERSIONS

In any instance in which a colony exhibits unusually aggressive characteristics by stinging or attempting to sting without due provocation or exhibits an unusual disposition towards swarming, it shall be the duty of the beekeeper to re-queen the colony. Queens shall be selected from stock bred for gentleness and non-swarming characteristics.

(Ord. No. 2012-8, § X, 4-5-2012)

- **7.02.090 - Disease.**

SHARE LINK TO SECTION PRINT SECTION DOWNLOAD (DOCX) OF SECTIONS EMAIL SECTION COMPARE VERSIONS

1.

If any hive is found to be diseased:

(a)

If the hive and appliances thereof can be treated so as to completely eradicate the disease in question, it shall be done immediately at the owner's expense.

(b)

If the hive is not treatable, the hive and all appliances thereof will be destroyed at the owner's expense in a manner prescribed or deemed reasonable by the department.

2.

If a hive is found to be diseased, the problem must be addressed as determined by the department.

(Ord. No. 2012-8, § XI, 4-5-2012)

- **7.02.100 - Enforcement.**

SHARE LINK TO SECTION PRINT SECTION DOWNLOAD (DOCX) OF SECTIONS EMAIL SECTION COMPARE VERSIONS

1.

Enforcement officers shall have access to all apiaries, appliances, products, structures and premises on which bees are kept and shall have the right to inspect any apiary between the hours of 8:00 a.m. and 5:00 p.m.

2.

Violations to this Code:

a.

Must be corrected by the fourth day after receiving notice of a violation.

b.

If not corrected, the bees will be removed at the owner's expense.

(Ord. No. 2012-8, § XII, 4-5-2012)

- **7.02.110 - Severability.**

SHARE LINK TO SECTION PRINT SECTION DOWNLOAD (DOCX) OF SECTIONS EMAIL SECTION COMPARE VERSIONS

If any of the provisions of this chapter or the application thereof to any person or circumstance is held invalid, such invalidity shall not impair the other provisions of this chapter. To this end the provisions of this chapter are declared to be severable.

(Ord. No. 2012-8, § XIII, 4-5-2012)

(8) Coops must be maintained and cleaned at all times to minimize odors and other nuisances.

(9) Chickens may not be raised for slaughter or bred for sale.

(10) Per Title 7, roosters are not permitted in any zoning district.

(11) These standards do not apply to fowl kept in accordance with 19.5.5.D.6, *Equines/Bovines*.

(c) Off-Street Parking Requirement

No additional requirement beyond the residential use requirement.

(d) Off-Street Loading Group

None.

12. Apiaries

RESIDENTIAL										PUBLIC		
S	S	S	S							S	S	S

COMMERCIAL						INDUSTRIAL			MIXED USE			
S		S	S	S		S	S	S	S	S	S	

(a) Definition

(1) Apiary means any hive box or other place where bees are kept by any person, and all beekeeping equipment used in connection therewith.

(2) Bees means honey-producing insects of the genus Apis, and includes adults, eggs, larvae, pupae, and all material, excluding honey and rendered beeswax, that is deposited into colonies by the adults. Beekeeping of anything other than bees as defined herein and regulated by this Section is not permitted within the boundaries of the City.

(3) Beekeeper means a person who owns or has charge of one or more apiaries.

(4) Beekeeping equipment means anything used in the operation of an apiary including, but not limited to, hive boxes, supers, frames, top and bottom boards, and extractors.

(5) Colony means the bees, comb, and honey contained in the hive box.

(6) Disease means any condition adversely affecting bees or their brood which may become epidemic including, without limitation, bacteria, viruses or invertebrate pests and the presence of undesirable genetic characteristics including those associated with *Apis Mellifera Scutellata* or hybrids of this subspecies.

(7) Feral bee means wild bees, which are generally aggressive, have a tendency to swarm, and are of little value for commercial honey production or for pollination of crops.

(8) Flyway barrier means a solid wall, fence, or dense vegetation that will modify bees' flight patterns. Flyway barriers must be at least 6 feet in height as measured from the ground adjacent to where the hive box is located and must run along the adjacent property lines and extend 10 feet in either direction beyond the hive box. If a different height is needed for commercial purposes, it must be approved by the City through the zoning approval.

(9) Hive box means the structure with movable frames in which a bee colony lives and which may not exceed a height of 56 inches. It shall be unlawful for any person to have in the person's possession any bees kept in other than hive boxes.

(10) Aggressive bees or aggressive bee behavior means defensive actions such as unprovoked attacks, robbing of hives, significantly increased flying speed, formation of a dark cloud above the hives, and reaction to carbon dioxide.

(b) City Approval and Registration

(1) Community Development and Services Department approval (zoning approval) described in this Section is required prior to housing an apiary on any real property within the City boundaries. No person shall participate in any beekeeping activity or otherwise keep, maintain, or allow to be kept any hive box or other facility for the housing of bees on or in any property within the City without first obtaining zoning approval. A home occupation license and other approvals required through the City's business licensing division may also be applicable.

(2) Participation in the Nevada Department of Agriculture Voluntary Apiary Registration Program is required.

(3) Zoning approval shall not be transferable. Only the owner of the real property where the apiary is proposed, or an occupant of the real property where the apiary is proposed, with the owner's written permission, is eligible to apply for an apiary zoning approval. Each beekeeper shall be responsible for obtaining a separate zoning approval for his or her apiaries. Only one (1) apiary approval shall be approved per parcel.

(4) Applicants shall provide at a minimum the following information with the submittal for zoning approval to demonstrate compliance with the requirements of this Section:

i. A detailed lot diagram or site plan including location, materials and height of flyway barrier, location of hive box, and beekeeping equipment with distances to property lines and from nearby structures on neighboring properties, and type and number of flowering plants and description of water source.

ii. Sufficient proof in staff's discretion of beekeeping education/training from a local technical college, university, or beekeeping association or organization to obtain competency in beekeeping must be submitted at the time of submittal for zoning approval. Beekeeping training and membership is encouraged to promote recognized best management practices that provide safe and healthy living conditions for the bees while avoiding

nuisance impacts on surrounding properties and persons and protecting the public health, safety and welfare.

iii. Sufficient documentation to demonstrate that all standards have been met.

iv. Additional items as deemed necessary by staff in their discretion for the subject location.

(c) Standards

(1) All Districts

i. Apiaries are limited to the following numbers of hive boxes, based upon the size of the lot:

1. Hive boxes are not permitted on lots that are less than 5,500 square feet;

2. A lot that is 5,500 square feet or larger but equal to or smaller than ½-acre may have a maximum of 2 hive boxes;

3. A lot that is larger than ½-acre but equal to or smaller than 2 acres may have a maximum of 4 hive boxes;

4. A lot that is larger than 2 acres but equal to or smaller than 5 acres may have a maximum of 6 hive boxes;

5. A lot that is larger than 5 acres may have a maximum of 25 hive boxes if the beekeeper can support the number of hive boxes with sufficient water (approximately 1 gallon per hive box per day) and with available forage.

ii. Apiaries are permitted only as an accessory use for all zoning districts with the exception of Development Holding (DH). On land zoned DH, apiaries may be the primary or only use.

iii. All apiaries located adjacent to parks, trails, or schools, or within or adjacent to a PS zoning district, shall be located and maintained behind 6-foot barriers (natural or otherwise) to encourage bees to fly above such places. Additional setbacks may be required if determined necessary for the protection of public health and safety.

iv. In order to ensure the appropriate height of the bee flight path, hive boxes must face away from, or be parallel to, the nearest property line adjacent to another lot.

v. Hive boxes must be located a minimum of 20 feet from any street.

vi. If hive boxes are located less than 30 feet from any street, or less than 15 feet from any property line, a flyway barrier is required. If flyway barriers are comprised of vegetation on latticework or shrubbery or other plantings, they must be maintained and pruned around the hive box except as needed to allow reasonable access.

vii. Hive boxes, related beekeeping equipment, and the entire lot where the apiary is located, must be clean, maintained in good condition, and kept free of any build-up of wax, comb or other materials that might encourage robbing by other bees (including bees other than honey bees). The area must be clear of remnant boxes or other debris that are left upon the grounds of the apiary lot. Such materials once removed from the site shall be handled and stored in sealed containers or placed within a building or other insect-proof container.

viii. Water shall be made available to the bees on the lot at all times throughout the year and in a location that minimizes the potential for bees to seek water on other properties.

ix. Colonies shall be re-queened biannually or as often as necessary to prevent swarming or other aggressive behavior. Queens shall be selected from stock bred for non-aggressive behavior.

x. Beekeepers shall maintain all receipts and records related to beekeeping activities for at least two years from the date of such record. Beekeepers may be required by the City and the Nevada Department of Agriculture to submit such records in response to a nuisance complaint or regulatory enforcement activities.

xi. No beekeeper shall own or operate an apiary that exhibits aggressive bee behavior, contains apiary pests, or is an abandoned apiary.

xii. No grandfathering rights shall be attached to any property, lot, entity, organization, person, business, or institution under this Section.

xiii. High pollen and nectar producing plants must be provided on-site for purposes of pollination and avoiding nectar dearths that could cause aggressive behavior. Beekeepers shall maintain such flowering plants in proportion to the number of hive boxes they possess to support bee foraging and as reflected in their site plan.

xiv. An apiary establishment that offers products for sale must obtain a producer's certification from the Nevada Department of Agriculture.

xv. Beekeepers shall comply with all applicable federal, state, and city code, laws, regulations, and requirements.

(2) Commercial and Industrial Districts

i. Hive boxes and beekeeping equipment shall be kept in a secure location on the premises that is inaccessible to the public.

ii. Beekeepers shall identify the beekeeper's name and telephone number on all hive boxes in a manner that is clearly readable. A copy of the zoning approval shall be placed in a conspicuous place near the hive box.

iii. An apiary establishment that offers products for sale must comply with City business licensing requirements.

(3) Residential Districts

i. Hive boxes shall not be located in a front yard.

ii. Bees shall not be raised or bred for sale. Bees may be raised or bred for the cultivation and sale of honey and other products in compliance with the home occupation provisions of Section 19.5.7.D.5, and any other applicable law. However, the honey extraction process may be performed in the same outdoor area where the hive boxes are permitted to be maintained. Approval of the City's business licensing division may also be required prior to commencing any sales of bee products.

iii. Hive boxes and beekeeping equipment shall be kept a minimum of 10 feet from the side and 5 feet from the rear property lines and in a gated area that is inaccessible to the public.

(d) Public Nuisance

The following may be declared to be public nuisances subject to abatement, removal, and/or destruction:

(1) Bees other than as defined in this Section, abandoned colonies, diseased bees, feral bees, or aggressive bees found to be living in hive boxes;

(2) Honey, honeycombs and beeswax containing honey, if any of these items are exposed to robber bees; or

(3) Any bees lacking an adequate fresh and clean supply of water on the premises at all times.

The cost of abatement, removal, and/or destruction of any of the above, may be assessed against the beekeeper and/or the property owner through the lien and special assessment provisions of Title 15.

(e) Off-Street Parking Requirement

No additional requirement beyond the applicable residential, commercial or industrial use requirement.

(f) Off-Street Loading Group

None.

(g) Penalty for Violation

Failure to comply with the provisions of this Section or the terms of the zoning approval will result in a fine up to $500 per day per violation for each day the violation continues and could result in revocation of the zoning approval for the apiary. With respect to violations that are continuous, each day that the violation continues is a separate offense. Nothing in this Section shall be deemed to limit the City's right to exercise remedies under Title 7, Title 15 or Section 19.11, including the imposition of criminal penalties.

Storey County
Planning Department
Storey County Courthouse
26 South B Street, PO Box 176, Virginia City, Nevada 89440
Phone 775-847-1144 – Fax 775-847-0949
planning@storeycounty.org

To: Storey County Board of County Commissioners

From: Storey County Planning Department

Meeting Date: February 19, 2019 at 10:00 a.m.

Meeting Location: 26 S. B Street, Virginia City, Storey County, Nevada

Staff Contact: Kathy Canfield

File: 2019-001

Applicant: Stacy and Aaron Grimes

Property Owner: Stacy and Aaron Grimes

Property Location: 144 Elizabeth Lane, Mark Twain Estates, Storey County, Nevada, APN 003-314-23

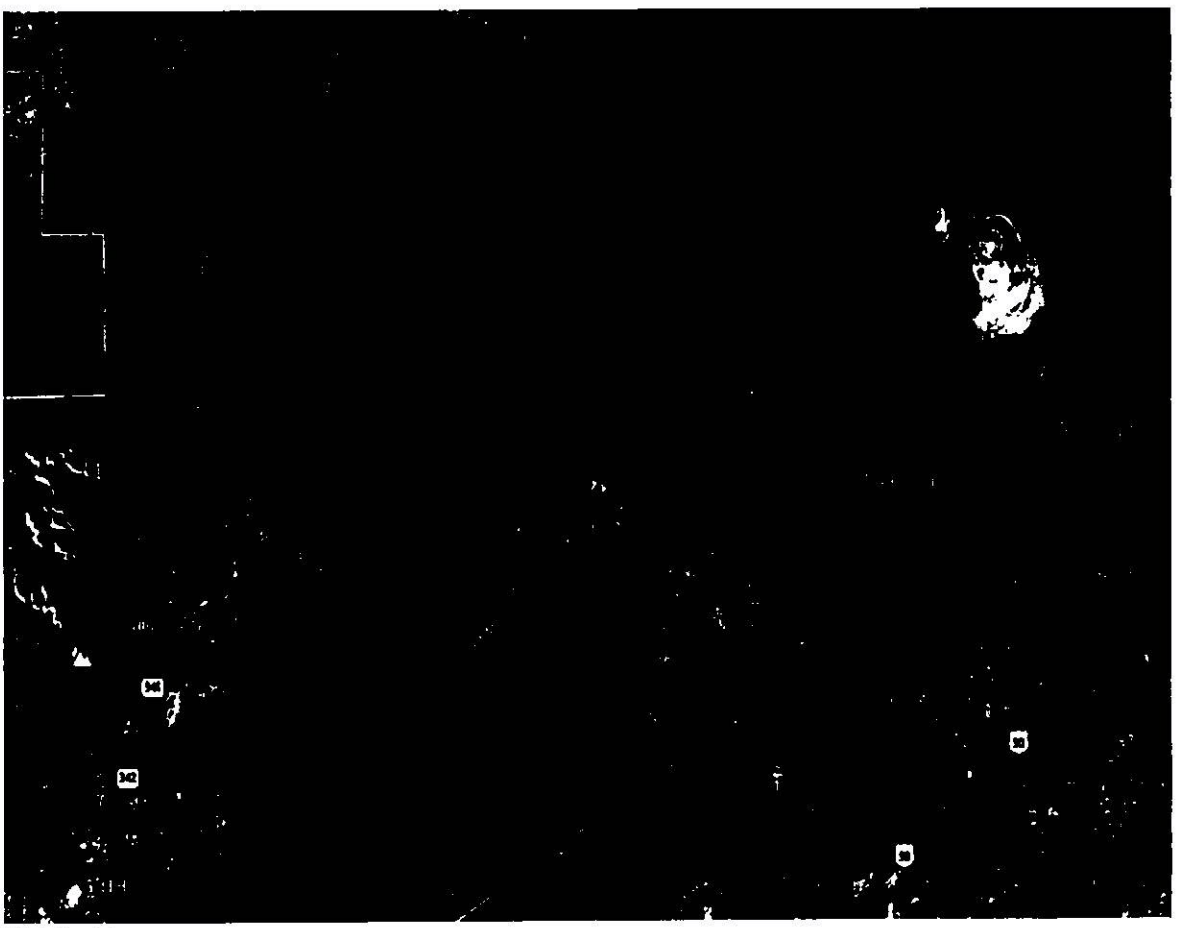
Request: The applicants request a Special Use Permit (2019-001) to operate a home enterprise. The home enterprise will consist of beekeeping (with a maximum of 20 hives), a greenhouse to grow produce and an aqua farm structure for raising fish. No retail sales of product will occur at the site. The property is approximately 2.70 acres in size and is located at 144 Elizabeth Lane, Mark Twain, Storey County, Nevada, Assessor's Parcel Number (APN) 003-314-23.

Summary of Planning Commission Meeting: The Planning Commission heard this request at their February 7, 2019 meeting. The applicants explained their request and provided information regarding beekeeping and their proposal. There were several neighborhood residents that participated in the discussion that had concerns regarding the impacts the bees may have on their neighborhood. Discussion included level of aggression of different bee species, prohibition of Africanized bees for safety reasons, size of hives and boxes, use of bees onsite and elsewhere, possible hive creation in crawl=space of area mobile homes, number of hives appropriate for a residential area with relatively small parcels, requiring the SUP permit holder to reside at the property, what other jurisdictions do including Carson City, Washoe County and City of Henderson, annual review of the use to ensure minimal or no adverse impacts to surrounding neighborhood, traffic and noise associated with the home enterprise business, sufficient well

water for the aqua farm, whether the State Engineer may allow commercial aqua farm use of domestic well water, and whether to hear the proposal again in the Mark Twain community. The Planning Commission voted 5 in favor, 2 against, recommending approval of the proposed Special Use Permit, with three additional recommended conditions of approval added, including a condition that an annual compliance review of the operation be conducted.

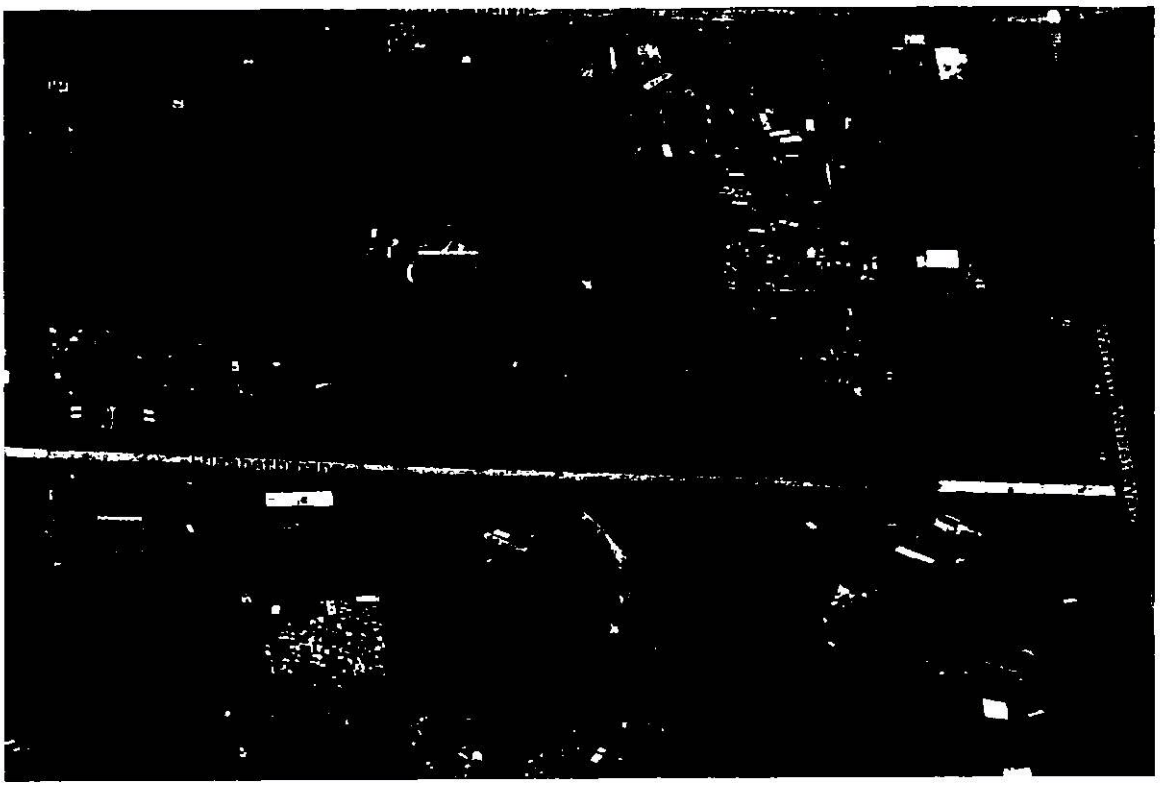
1. Background & Analysis

A. **Site Location and Characteristics**: The property is located at 144 Elizabeth Lane in the Mark Twain Estates area of Storey County. The property is 2.70 acres in size and contains an existing single family residence. The property is relatively flat with a drainage channel through the middle of the site. The property consists of Lots 145 and 146 of Mark Twain Estates Unit #7. Surrounding uses include 1.3 acre parcels with residential land uses.

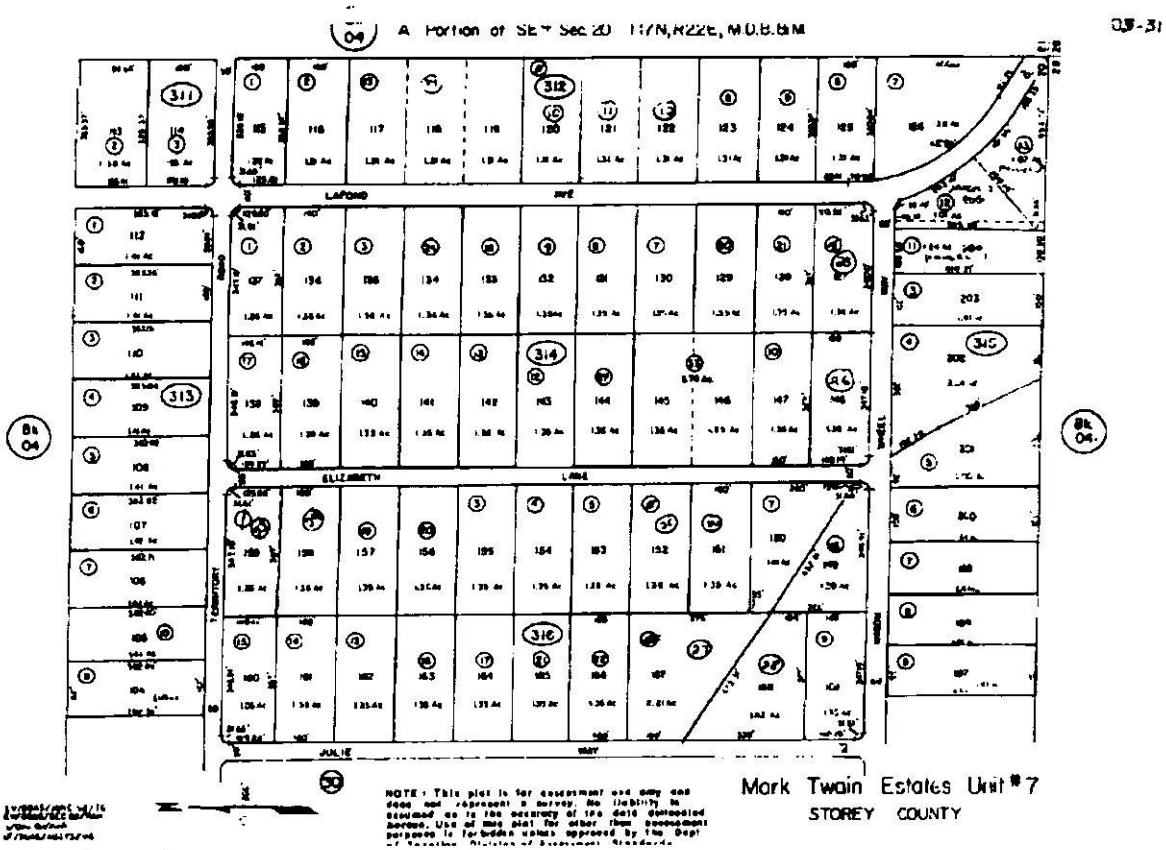


Vicinity Map

Location Map



View looking east



Assessor's Parcel Map

B. **Proposed Use**: The Applicant is proposing to establish a home enterprise which includes beekeeping, the growing of produce within a greenhouse, and an aqua farm. No selling of product to the public will occur at the site.

In reviewing the proposed application, staff has two areas of interest, one being allowing for a home enterprise to be located outside of the main residence and the second being the beekeeping activity and the impact to surrounding property owners.

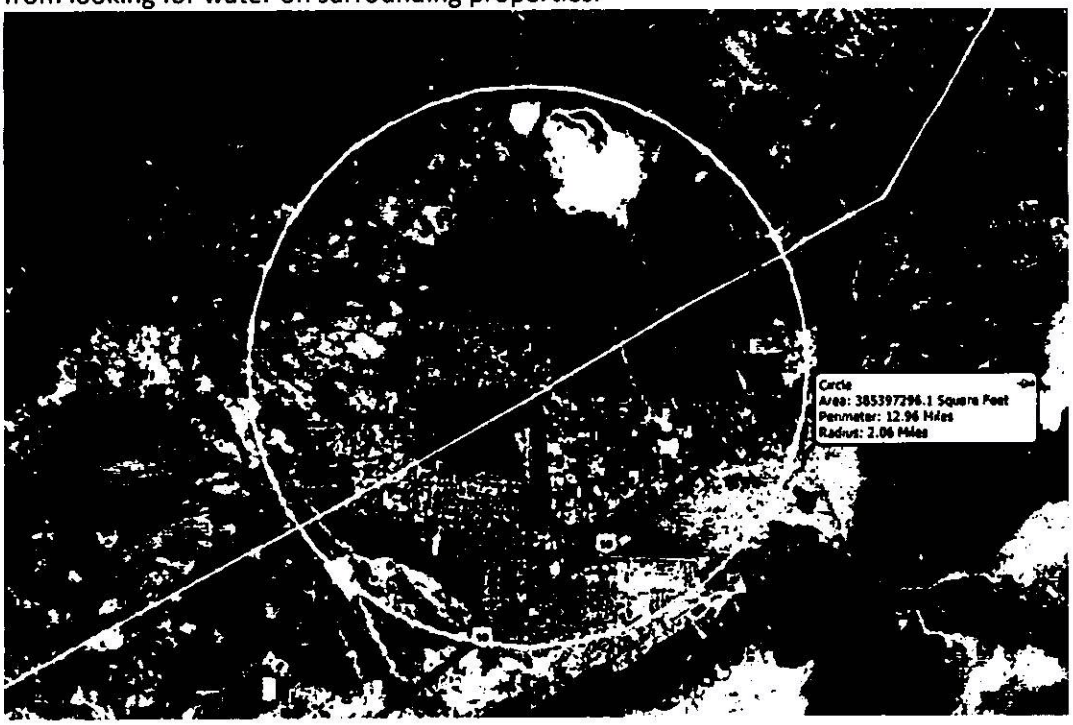
The proposed use by its nature is an outdoor use. The General Provisions chapter of the Zoning Ordinance identifies regulations associated with home enterprises (see Section 1.D for the exact wording of this code section). Section 17.12.023.D.9 identifies uses by their nature as being outdoor as permissible. Although this seems to be in conflict with Section 17.12.023.D.1, these items are located in the same section and are on equal basis. Since Section 17.12.023.D.9 is descriptive of what is permissible and what is being proposed, staff agrees this home enterprise outdoor use is allowed for the parcel, subject to all the other applicable conditions being met.

The second concern of the project has to do with the impacts of beekeeping to the surrounding neighborhood. The applicant has requested approval for up to 20 hives to be located on the property. The Storey County Code does not have any regulations in regards to beekeeping for the Estates zoning or in the General Provisions of the Zoning Code. The Nevada Revised Statutes (NRS) Chapter 552 addresses Bees and Apiaries (apiaries are defined as a hive or any place bees are kept and all appliances used in

connection with the bees). This NRS chapter does not have regulations regarding the number of hives or development of the apiary on a property, but addresses bee diseases and state oversight of transportation and diseases (see Appendix A of this staff report).

C. **Beekeeping**. In reviewing the applicant's proposal, research found that Carson City and the City of Henderson, Nevada, have ordinances addressing beekeeping. Carson City has a regulation of a maximum of 10 hives for parcels of land between 1 and 5 acres. The City of Henderson has a requirement that property between 2 and 5 acres be limited to a maximum of 6 hives. Both of these ordinances are provided in Appendix B and Appendix C of this staff report for reference.

Staff spoke with the State of Nevada, Department of Agriculture entomologist regarding bees and beekeeping. Although he is not aware of this particular request, he did provide general information regarding bees and beekeeping. When asked about studies or rules regarding how many hives should be located on a property, he stated there are too many variables to have a fixed rule for every location. Each hive can contain between 20,000 and 40,000 bees. They tend to forage in a 2-mile radius from the hive and a lot of the success for hives depends on the surrounding vegetation. The bees also need a constant water source and providing that near the hives will help keep the bees from looking for water on surrounding properties.



Approximate 2 mile radius from proposed hives.

D. **Zoning Code**. The property is zoned Estates which allows for "Agricultural and horticultural uses for domestic purposes and incidental to the permitted uses" on the parcel. The parcel contains an existing single family dwelling and the proposed uses are accessory to the primary residential use of the property.

Chapter 17.12.023 (General Provisions for all zones) states the following in regarding to home enterprises:

17.12.023 Home Enterprises

A. This section applies to any home enterprise.

B. In zones where a home enterprise is allowed, the home enterprise must comply with the provisions of Title 5 Business Licenses, and a special use permit may be required pursuant to subsection (C) below.

C. A special use permit approved by the board with action by the planning commission is required if the home enterprise may:

1. *Involve entry into the residential building or accessory building by customers, patrons, or other such persons not permanently residing on the property;*
2. *Involve seven or more motor vehicle visits per week, or two or more on any given day, to the subject property;*
3. *Involve the storage or use of flammable or hazardous substances, storage of products being sold that would increase fire loading to a level over the above standard for residential properties, or involve activities that may be potentially harmful or hazardous (e.g., welding, automotive painting, etc.) to surrounding residences and uses;*
4. *Involve outdoor storage; or*
5. *Produce noise, odor, dust, smoke, light, vehicular traffic, or other disturbances that would adversely affect the health, safety, or general welfare of surrounding residences, or the residential character of the surrounding area, without proper mitigation.*

D. The following minimum standards apply to any home enterprise, regardless if a special use permit is or is not required:

1. *The home enterprise must be operated entirely within the interior portions of the principal residential building or accessory building on the lot by a person or persons residing in the principal dwelling unit;*
2. *The home enterprise use must be clearly a subservient uses to the dwelling for residential purposes. The home enterprise must not change the residential character of the dwelling unit or the residential property;*
3. *No more than one vehicle with commercial advertising displayed may be parked on the premises except within an entirely enclosed building. Such vehicle stored outside of the enclosed building must not exceed 10,000 pounds gross vehicle weight rating (GVWR).*
4. *There may be no manufacturing, processing, or similar activities on the premises which generate noise, odor, dust, vibration, fumes, smoke, electrical interference, vehicle traffic exceeding the number stated in this section, storage of items which increase fire load, or other adverse impacts to adjacent properties.*
5. *The home enterprise may not be operated by a resident-tenant without the written consent of the owner of the real property.*

6. *No employees of the business may report for duty at or near the residence.*
7. *The home enterprise must comply with the provisions of Title 5 Business Licenses of the county code.*
8. *One non-lighted advertising sign of four square-feet may be allowed on the property. The sign must comply with chapter 17.84 Signs and Billboards.*
9. *Home pet and plant sales. In any CR, R, E, or SPR zone, a person may keep or cultivate pets or raise fowl, bushes, trees, berries, or crops, or sell pets, fowl, eggs, or crops from the premises, providing that no stores or stands are constructed for the purpose, the operation is not conducted as a regular commercial enterprise, and the activity is not in violation of this chapter or any other ordinance.*

As a part of the Special use Permit conditions of approval, the above regulations shall be incorporated into any approval of the proposed project at this site.

D. **Special Use Permit**. A Special Use Permit is required because of the home enterprise and the potential impact to adjacent properties. Section 17.03.150 of the Storey County Code identifies the process for Special Use Permits. The applicant and this report follow the requirements outlined in the Code.

E. **Staff recommendation**: The applicant has requested up to 20 bee hives be allowed on the property. The Storey County Code and the Nevada Revised Statutes do not have any regulations as to the amount of hives acceptable on a property based on property size. The limiting amount will be based on the making the finding of "no substantial negative impact to adjacent land uses." Based on an estimate of 20,000 to 40,000 bees per hive, a maximum of 20 hives would potentially provide 400,000 to 800,000 bees, the majority located within a 2-mile radius bees typically use for foraging according to personnel of the Nevada Department of Agriculture.

Based on research of other communities within Nevada that have beekeeping ordinances, and the limiting amounts these communities have adopted, staff recommends a maximum of 10 hives be permitted at this time. Storey County has no other similar projects within the County for reference and staff believes the 10 hives are consistent with other jurisdictions for the size of the parcel.

Staff has also proposed that if after a two year period of operation, if no valid nuisance complaints associated with the beekeeping have occurred, the applicant may request this Special Use Permit be revisited to allow for additional hives to be added to the site. This would be done as an amendment to the Special Use Permit and follow the planning process including notification to adjacent property owners.

2. Use Compatibility and Compliance

A. **Compatibility with surrounding uses and zones.** The following table documents land uses, zoning classification and master plan designations for the land at and surrounding the proposed project. There are no evident conflicts between the proposed project and

Storey County Title 17 Zoning or the 2016 Master Plan. The proposed use is also consistent with the surrounding zoning and master plan designations.

	Land Use	Master Plan Designation	Zoning
Applicant's Land	residential	Estate – Rural Residential	E - Estates
Land to the North	residential	Estate – Rural Residential	E - Estates
Land to the East	residential	Estate – Rural Residential	E - Estates
Land to the South	residential	Estate – Rural Residential	E - Estates
Land to the West	residential	Estate – Rural Residential	E - Estates

B. **General use allowances and restrictions.** Storey County Code 17.03.150, Special Use Permit, identifies the administration for the Board and Planning Commission for allowing a special use permit. The approval, approval with conditions, or denial of the Special Use Permit must be based on findings of fact that the proposed use is appropriate or inappropriate in the location. The findings listed below are the minimum to be cited in an approval, with rationale for the findings included below each finding.

(1) **Complies with the general purpose, goals, objectives, and standards of the county master plan, this title, and any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice by the county.**

The proposed use will be a home enterprise agricultural and horticultural outdoor activity which is permitted with a Special Use Permit for the Estates zoning district. The proposed use maintains the rural characteristics of the surrounding area.

(2) **The proposal location, size, height, operations, and other significant features will be compatible with and will not cause substantial negative impact on adjacent land uses, or will perform a function or provide a service that is essential to the surrounding land uses, community, and neighborhood.**

The proposed home enterprise will utilize an outdoor area within the parcel for beekeeping, greenhouse(s) for growing produce and an aqua farm. No retail sales will occur at the property.

The applicant has requested up to 20 bee hives be allowed on the property which are estimated to house 400,000 to 800,000 bees. Staff recommends a more cautious approach to the amount of hives/bees and suggests a maximum of 10 hives be permitted (half the proposed amount the applicant has requested), with the option of revisiting the amount of hives after a two year implementation period.

(3) **Will result in no substantial or undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, public improvements, public sites or right-of-way, or other matters affecting the public health, safety, and general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions and policies of the county master plan, this title, and any other**

plans, program, map or ordinance adopted or under consideration pursuant to an official notice, by the county, or other governmental agency having jurisdiction to guide growth and development.

The proposed home enterprise will not generate additional traffic to the neighborhood as no retail sales will occur at the site.

Staff recommends a maximum of 10 hives be permitted at the site at this time. Bees, by their nature, go wherever they desire. The applicant can provide plants and a water source onsite which can add to the habitat the bees desire, keeping them on the property to an extent by offering their needs, but it is not anticipated that the bees would stay on the property.

Staff is recommending the maximum 10 hives exist for a 2 year period prior to considering an additional amount of hives be added to the site. If after that time frame there haven't been any issues identified by the neighbors, the applicant could request additional hives.

If, however, Storey County receives complaints regarding problems with the bees, staff reserve the right to review the Special Use Permit. This may include reducing the number of hives, removal of hives, or following the Abatement of Nuisances process identified in Section 17.03.045 in the Storey County Zoning Ordinance.

(4) **The proposed use in the proposed area will be adequately served by and will impose no undue burden on any of the improvements, facilities, utilities, or services provided by the county or other governmental agency having jurisdiction in the county.**

The proposed use is not expected to require any additional governmental services or impact existing facilities.

C. **Conformance with the 2016 Storey County Master Plan**. The property is located within the Mark Twain area of Storey County. The area is comprised of parcels from one acre to 40 acres in size. The Master Plan states "Protecting the area rural lifestyle, safety, and water resources and mitigating known alluvial flooding conditions in the adjacent Mark Twain Estates should be considered of foremost importance when considering new development in this area." The Storey County Master Plan identifies the goal of making land use decisions that maintain the existing character of the community. The proposed home enterprise that includes agricultural and horticultural uses along with the primary residence on the property maintain the rural characteristics of the Mark Twain Area.

3. Findings of Fact

A. **Motion for approval (Planning Commission and staff recommendation)**. The following findings of fact are evident with regard to the requested special use permit when the

recommended conditions of approval in Section 4, Recommended Conditions of Approval, are applied.

(1) This approval is for Special Use Permit 2019-001 to operate a home enterprise. The home enterprise will consist of beekeeping (with a maximum of **10** hives), a greenhouse to grow produce and an Aqua farm structure for raising fish. No retail sales of product will occur at the site. The property is approximately 2.70 acres in size and is located at 144 Elizabeth Lane, Mark Twain, Storey County, Nevada, Assessor's Parcel Number (APN) 003-314-23.

(2) The proposed project complies with the general purpose, goals, objectives, and standards of the county master plan, this title, and any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice by the county.

(3) The proposal location, size, height, operations, and other significant features will be compatible with and will not cause substantial negative impact on adjacent land uses, or will perform a function or provide a service that is essential to the surrounding land uses, community, and neighborhood.

(4) The proposed project will result in no substantial or undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, public improvements, public sites or right-of-way, or other matters affecting the public health, safety, and general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions and policies of the county master plan, this title, and any other plans, program, map or ordinance adopted or under consideration pursuant to an official notice, by the county, or other governmental agency having jurisdiction to guide growth and development.

(5) The proposed use in the proposed area will be adequately served by and will impose no undue burden on any of the improvements, facilities, utilities, or services provided by the county or other governmental agency having jurisdiction in the county.

(6) The Special Use Permit conforms to the 2016 Storey County Master Plan for the Mark Twain planning area in which the subject property is located. A discussion supporting this finding is provided in Section 2.C of this staff report and the contents thereof are cited in an approval of this Special Use Permit.

(7) The conditions under the Special Use Permit do not conflict with the minimum requirements in Storey County Code Sections 17.03.150, Special Use Permit and Section 17.40 E - Estate Zone.

B. Alternative motion for approval (applicant request).

(1) This approval is for Special Use Permit 2019-001 to operate a home enterprise. The home enterprise will consist of beekeeping (with a maximum of **20** hives), a

greenhouse to grow produce and an Aqua farm structure for raising fish. No retail sales of product will occur at the site. The property is approximately 2.70 acres in size and is located at 144 Elizabeth Lane, Mark Twain, Storey County, Nevada, Assessor's Parcel Number (APN) 003-314-23.

(2) The proposed project complies with the general purpose, goals, objectives, and standards of the county master plan, this title, and any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice by the county.

(3) The proposal location, size, height, operations, and other significant features will be compatible with and will not cause substantial negative impact on adjacent land uses, or will perform a function or provide a service that is essential to the surrounding land uses, community, and neighborhood.

(6) The proposed project will result in no substantial or undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, public improvements, public sites or right-of-way, or other matters affecting the public health, safety, and general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions and policies of the county master plan, this title, and any other plans, program, map or ordinance adopted or under consideration pursuant to an official notice, by the county, or other governmental agency having jurisdiction to guide growth and development.

(7) The proposed use in the proposed area will be adequately served by and will impose no undue burden on any of the improvements, facilities, utilities, or services provided by the county or other governmental agency having jurisdiction in the county.

(6) The Special Use Permit conforms to the 2016 Storey County Master Plan for the Mark Twain planning area in which the subject property is located. A discussion supporting this finding is provided in Section 2.C of this staff report and the contents thereof are cited in an approval of this Special Use Permit.

(8) The conditions under the Special Use Permit do not conflict with the minimum requirements in Storey County Code Sections 17.03.150, Special Use Permit and Section 17.40 E - Estate Zone.

C. **Motion for denial**. Should a motion be made to deny the Special Use Permit request, the following findings with explanation why should be included in that motion.

(1) This denial is for Special Use Permit 2019-001 to operate a home enterprise. The home enterprise will consist of beekeeping, a greenhouse to grow produce and an Aqua farm structure for raising fish. No retail sales of product will occur at the site. The property is approximately 2.70 acres in size and is located at 144 Elizabeth Lane, Mark Twain, Storey County, Nevada, Assessor's Parcel Number (APN) 003-314-23.

(2) The conditions under the Special Use Permit conflict with the minimum requirements in Storey County Code Sections 17.03.150, Special Use Permit and Section 17.40 E – Estate Zone.

(3) The conditions under the Special Use Permit do not adequately mitigate potential adverse impacts on surrounding uses or protect against potential safety hazards for surrounding use.

4. Recommended Conditions of Approval

A. **Special Use Permit.** Special Use Permit 2019-001 is to operate a home enterprise. The home enterprise will consist of beekeeping (with a maximum of 10 hives), greenhouse(s) to grow produce and an aqua farm structure for raising fish. No retail sales of product will occur at the site. The property is approximately 2.70 acres in size and is located at 144 Elizabeth Lane, Mark Twain, Storey County, Nevada, Assessor's Parcel Number (APN) 003-314-23.

B. **Home Enterprise.** This special use permit authorizes an agricultural and horticultural home enterprise accessory use to the existing residential use on the property. The business activities shall be limited to the interior of the building with the exception of the beekeeping and installation of greenhouse(s) and the aqua farm building. No employees of the business may report for duty at or near the residence. There may be no manufacturing, processing, or similar activities on the premises which generate noise, odor, dust, vibration, fumes, smoke, electrical interference, vehicle traffic, storage of items which increase fire load or other adverse impacts to adjacent properties. The home enterprise must be subservient to the residential dwelling.

C. **Requirements**. The Permit Holder shall apply for all required permits and licenses, including any applicable building and fire permits, for the project within 24 months from the date of final approval of this SUP, and continuously maintain the validity of those permits/licenses, or this approval shall be null and void. This Special Use Permit shall remain valid as long as the Applicant remains in compliance with the terms of this Special Use Permit and Storey County, State of Nevada, and federal regulations. No activity shall commence prior to the Applicant securing rights to the Special Use Permit.

D. **Compliance**. The use on the subject property must comply with federal, state, and county codes and regulations and the submitted plans as approved. The Permit Holder shall be responsible for maintaining the premises and managing operations in accordance with all conditions and stipulations set forth by this Special Use Permit and all other federal, Nevada State, and Storey County codes and regulations. Failure to comply with the requirements herein shall elicit a written warning to the Permit Holder by Storey County on the first and second offense. A third offense shall warrant Storey County to revoke the Special Use Permit. Storey County shall reserve the right to conduct periodic reviews of the Permit Holder's compliance with all conditions and stipulations of the Special Use Permit.

E. **Business License.** The home enterprise must comply with the provisions of Title 5 business licenses of the county code.

F. **Property Taxes**. Before obtaining the Special Use Permit from the Planning Department, the Property Owner must provide evidence that all property taxes on the land are paid-to-date.

G. **Indemnification/Insurance.** The Permit Holder warrants that the use of land will conform to the requirements of Storey County, State of Nevada, and applicable federal regulatory and legal requirements; further, the Permit Holder warrants that continued and future use of the land shall so conform. The Permit Holder agrees to hold Storey County, its officers, and representatives harmless from the costs associated with any damage or liability, and any/all other claims now existing or which may occur as a result of this Special Use Permit.

H. **Transfer of Rights.** This Special Use Permit (SUP 2019-001) is non-transferable. This Special Use Permit applies to the Permit Holder/Property Owner listed in this permit and may not be transferred to new owners of the property.

I. **Water Source and Use.**

(1) **Hives**. The Permit Holder shall provide an adequate onsite continuous water source for the hives in an amount large enough to serve the number of occupied hives on the property.
(2) **Fish**. The Permit Holder shall demonstrate that the proposed water usage associated with the aqua farm does not exceed the water rights associated with the property. Documentation from the State of Nevada, Division of Water Resources demonstrating adequate water rights exist for all uses on the property shall be provided prior to any installation of the proposed aqua farm facility.
(3) **Vector Control.** Any water sources on the property must be maintained fresh, clean and such to prevent the breeding and germination of disease vectors (e.g. mosquitos and their eggs, etc...).

J. **Site Layout**. The proposed hives and associated water source shall be centrally located on the property. All other structures shall meet Estates zoning setback requirements. The Permit Holder shall submit a site plan (hand-drawn is acceptable) reasonably drawn to scale, of the overall site layout, for Storey County review and approval.

K. **Drainage**. The existing drainage channel through the parcel shall be maintained to allow for flow through the property. This condition may be waived in the future if drainage improvements to the overall neighborhood are implemented that redirects the drainage away from the parcel.

L. **Nevada Department of Agriculture**. The Permit Holder shall comply with all requirements of the Nevada Department of Agriculture as related to the bees, growing of produce and the associated home enterprise and shall comply with Chapter 552 of the Nevada Revised Statutes.

M. **Nevada Department of Behavioral and Public Health**. The Permit Holder shall comply with all requirements of the Nevada Department of Behavioral and Public Health for all item associated with the home enterprise.

N. **Lot Consolidation**. The Permit Holder shall consolidate Lots 145 and 146 into one legal lot of record prior to an activity commencing on the property if any accessory use is proposed to be constructed on Lot 146.

O. **State/Federal Taxes**. Whenever Nevada law requires the payment of a sales and/or use tax, all materials and equipment purchased or rented for this project shall when feasible be received in Storey County and the value reported as 'county-of-delivery' on the Nevada Dept. of Taxation form TXR-01.01 'Sales/Use Tax Return'.

P. **Abandonment/Abatement.** In the event that the bee hives are abandoned either by bees or the Permit Holder for a period of any two consecutive years commencing after the installation of the hives, Storey County shall reserve the right to deem the facility abandoned and mandate the hives be removed within 180 days thereof at the Permit Holder's expense. The Permit Holder shall reserve the right to appeal the decision of abandonment. The process for the appeal shall be as pursuant to Chapter 17.03 Administrative Provisions of the Storey County Code. Removal and reclamation shall include complete removal of the bee hives and associated equipment.

Q. **Nuisance.** Any complaints regarding the proposed uses authorized by this Special Use Permit shall be investigated by the County and if appropriate, will follow the process outlined Section 17.03.045 – Abatement of Public Nuisances, and may include revocation of the Special Use Permit.

R. **Maximum Hive Number**. This permit authorizes a maximum 10 hives on the property. After a two year time period from the date of installation of the hives, and if there are no valid complaints on-file from the abutting properties during this time, the Permit Holder may apply to Storey County for additional hives on the property. Additional hives may be approved by the Board of County Commissioners, with action by the Planning Commission, during a public hearing process and review of any issues associated with the initial two year period of implementation and a review of any impacts on the surrounding neighborhood. This is not to be construed as a guarantee for the granting of additional hives or any number of hives. Action that occurs during the meeting will not affect the existing special use permit or its conditions, except as may apply to additional entitlements given or by mutual consent of the County and Permit Holder.

S. **Residence.** The Permit Holder shall reside on the property.

T. **Africanized Bees.** Africanized bees shall not be permitted.

U. **Annual Review.** At a regularly scheduled public meeting on or about the month of February 2020, the Planning Commission, with coordination from the Permit Holder, shall review the operations at the property and determine any significant impacts of the proposed operation has on the adjacent neighborhood. At that time, if any negative

impacts are identified and brought to the attention of the Planning Commission or County staff, additional mitigating conditions may be added to the Special Use Permit by the Board with action/recommendation by the Planning Commission. If no additional mitigation measures are imposed, no Board of County Commissioners review shall be required. At the Annual Review, the Planning Commission shall determine if further annual reviews are required.

5. Public Comment

As of January 29, 2019, Staff has not received any comments from the public. An email from Lyon County was received supporting the project with the recommended conditions of approval applied. Several neighboring property owners provided comments at the Planning Commission meeting.

6. Power of the Board

At the conclusion of the hearing, the Board of County Commissioners must take such action thereon as it deems warranted under the circumstances and announce and record its action by formal resolution, and such resolution must recite the findings of the Board of County Commissioners upon which it bases its decision.

7. Proposed Motions

This section contains three motions from which to choose. The first motion (A) for approval is recommended by the Planning Commission and staff in accordance with the findings under Section 3.A of this report and limits the amount of hives on the property to a maximum of 10. The second motion (B) for approval is requested by the Applicant and allows for a maximum of 20 hives on the property. The third motion (C) is a motion for denial and that motion should cite one or more of the findings shown in Section 3.B. Other findings of fact determined appropriate by the Board of County Commissioners should be made part of either motion.

A. Recommended motion for approval (Planning Commission and staff recommendation)

In accordance with the recommendation by the Planning Commission and staff, the findings of fact under Section 3.A of this report, and other findings deemed appropriate by the Board of County Commissioners, and in compliance with the conditions of approval, I (*county commissioner*), move to approve Special Use Permit 2019-001 to allow for operation of a home enterprise. The home enterprise will consist of beekeeping (with a maximum of 10 hives), a greenhouse to grow produce and an aqua farm structure for raising fish. No retail sales of product will occur at the site. The property is approximately 2.70 acres in size and is located at 144 Elizabeth Lane, Mark Twain, Storey County, Nevada, Assessor's Parcel Number (APN) 003-314-23.

B. Alternative motion for approval (applicant's request)

Against the recommendation of the Planning Commission and staff, the findings of fact under Section 3.A of this report, and other findings deemed appropriate by the Board of

County Commissioners, and in compliance with the conditions of approval, deleting Recommended Condition of Approval R and amending Condition of Approval A to a maximum of 20 hives, I (*county commissioner*), move to approve Special Use Permit 2019-001 to allow for operation of a home enterprise. The home enterprise will consist of beekeeping (with a maximum of **20** hives), a greenhouse to grow produce and an aqua farm structure for raising fish. No retail sales of product will occur at the site. The property is approximately 2.70 acres in size and is located at 144 Elizabeth Lane, Mark Twain, Storey County, Nevada, Assessor's Parcel Number (APN) 003-314-23.

C. Alternative motion for denial

Against the recommendation by the Planning Commission and staff, but in accordance with the findings of fact under Section 3.2 of this report, and other findings deemed appropriate by the Board of County Commissioners, I (*county commissioner*), move to deny Special Use Permit 2019-001 to allow for operation of a home enterprise. The home enterprise will consist of beekeeping, a greenhouse to grow produce and an aqua farm structure for raising fish. No retail sales of product will occur at the site. The property is approximately 2.70 acres in size and is located at 144 Elizabeth Lane, Mark Twain, Storey County, Nevada, Assessor's Parcel Number (APN) 003-314-23.

Appendix A – NRS Chapter 552

Appendix B – Carson City Code Chapter 7.02

Appendix C – City of Henderson Chapter 19.5

Storey County Board of County Commissioners
Agenda Action Report

Meeting date: February 19, 2019 **Estimate of time required:** 15 minutes

Agenda: Consent [ ] Regular agenda [X] Public hearing required [ ]

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1. **Title:** Consideration and possible approval of Storey County Multidisciplinary Memorandum of Understanding regarding to strengthen community support and services for vulnerable populations in Storey County.

2. **Recommended motion:** I _____ (Commissioner) move to approve the Storey County Multidisciplinary Team Memorandum of Understanding

3. **Prepared by:** Keith Loomis

4. **Department:** District Attorney's Office **Telephone:** 847-0964

5. **Staff summary:** In late 2017, representatives from various Storey County entities including the Fire Protection District, Community services, Senior Center, Sheriff, and Community Chest, Inc, came together with a shared goal of strengthening community support and services for vulnerable populations in Storey County. The result of these meetings throughout the past year is the MOU that is being presented for possible approval that outlines what the various entities will as the Storey County Multidisciplinary team. The team will be engaged in developing and implementing plans to strengthen behavioral health resources and coordination in Storey County.

6. **Supporting materials:** Storey County Multidisciplinary Team Memorandum of Understanding

7. **Fiscal impact:**

   Funds Available: Fund: ____ Comptroller

8. **Legal review required:**

   __X__ District Attorney

8. **Reviewed by:**

____ Department Head Department Name:
____ County Manager Other agency review: _____

9. **Board action:**

[ ] Approved [ ] Approved with Modifications
[ ] Denied [ ] Continued

Agenda Item No.

Storey County Multidisciplinary Team Memorandum of Understanding

WHEREAS, Storey County's stakeholders have come together with the shared goal of stabilizing individuals experiencing chronic crisis by addressing their basic needs and behavioral health concerns, and increasing access to care.

WHEREAS, a multidisciplinary team of community leaders and decision-makers has been established, and has committed to strengthen community supports and services for vulnerable populations in Storey County;

NOW, THEREFORE, BE IT RESOLVED that the Storey County Multidisciplinary Team will serve as the team of county leaders, stakeholders, and decision-makers, who will engage in developing and implementing a plan to strengthen behavioral health resources and coordination in the county.

Purpose

This memorandum of understanding (MOU) sets forth the basic terms under which the agencies listed herein agree to participate in meeting the goals of the Storey County Multidisciplinary Team. The agencies hereby agree, except to the extent that any such agency listed herein is restricted by federal law, state law/rules, or policy, to pledge the resources and assistance to initiate and implement a successful program as described in the agency commitment section of this MOU. Each agency participant agrees to adhere to the roles and responsibilities as stated below, and will support the goals and objectives of the Storey County Multidisciplinary Team, including participating in short-term and long- term strategic planning activities. Storey County Multidisciplinary Team will focus on development and sustainability within the community, as well as development and implementation of a coordinated community response to those living with behavioral health issues, including mental health and substance use disorders.

1. Participate in collaborative efforts that will identify community gaps, needs, and priorities and will result in strategic planning efforts.

2. Create a multidisciplinary community response to address and support individuals facing barriers such as transportation, lack of medical care, behavioral health issues, and other basic needs, and those who are or may be involved in the criminal justice system;

3. Develop and formalize relationships and processes that allow community providers, law enforcement, and emergency services to coordinate response to calls that might include behavioral health issues and domestic violence;

4. Provide and participate in training programs (e.g., CIT, Mental Health First Aid) to assist law enforcement, first responders, local courts, and health and human services organizations in recognizing and addressing the needs of those living with behavioral health issues and experiencing self-neglect and abuse.

Mission and Vision of the Storey County Multidisciplinary Team

Mission: *Creating and sustaining a culture of collaboration within Storey County which includes planning and developing an integrated and efficient health and social services system across all the county, through community mobilization, development & advocacy.*

Vision: *A community that respects, supports, and embraces vulnerable populations that may experience behavioral health issues, and whose systems of health, behavioral health, law enforcement, justice, human services, public safety, and advocacy work together in a deliberate and coordinated fashion to optimize the level of services provided for them in order to prevent crisis and decrease risk of incarceration in the county detention center.*

Values:

- *Promoting a culture of collaboration, and follow through.*
- *Maintaining consistency in services and schedules.*
- *Maintaining open communication*
- *Understanding that everyone plays a vital role, and maintaining commitment to overcome barriers and find solutions together.*
- *Treating every client with respect and dignity as we consider everyone of equal value.*
- *Working to build trust among providers and our clients.*
- *Prioritizing the health of our people and our communities.*

<u>Agency Commitments</u>

Storey County Sheriff's Office will:

- Provide leadership for this initiative in their role as the ***criminal justice collaborating agency***;

- Actively participate and be represented on the Storey County Multidisciplinary Team that will be responsible for strategic planning and implementing this cross-disciplinary initiative;

- Actively participate in an initial planning process that will begin to develop an initial local community response for individuals who are living with mental illness or co-occurring mental health, substance abuse disorders, health issues, and are lacking access to basic needs and services.

- Commit an agreed upon percentage of officers to be trained in appropriate law enforcement trainings that target work with those with mental illness or co-occurring substance use [e.g., Crisis Intervention Team (CIT), Mental Health First Aid);

- Review agency policies and protocols to ensure they are responsive to the needs of those living with mental health or co-occurring mental health and substance abuse disorders;

- Participate in evaluation by gathering and reporting statistical data as required by the grant program.

Community Chest will:

- Provide leadership for this initiative in their role as ***behavioral health collaborating agency***;

- We commit to being an active partner with full participation in the Storey County Multidisciplinary Team whose goal will be to identify resources for individuals who are living with mental illness or co-occurring mental health, substance abuse disorders, health issues, and are lacking access to basic needs and services.

- Participate in the initial, ongoing planning and development through representation on the Storey County Multidisciplinary Team in an effort to improve outcomes for this target population;

- Help Storey County evaluate service gaps and needs, and identify resources for individuals who are living with mental illness or co-occurring mental health, substance abuse disorders, health issues, and are lacking access to basic needs and services.

- Provide CIT and Mental Health First Aid training as available within our resources and assist with locating additional resources to meet the need of the community as Storey County implements strategies to improve outcomes for this target population; and

- Will be an engaged partner in the Storey County Multidisciplinary Team even while not responsible for managing or administering any grants associated with this effort.

- Provide trauma-informed training for an agreed upon percentage of those staff who are actively involved in the comprehensive community response to those living with mental illness or co-occurring mental illness and substance abuse and are involved in the criminal justice system;

Storey County Senior Services

- Actively participate and be represented on the Storey County Multidisciplinary Team that will be responsible for strategic planning and implementing this cross-disciplinary initiative;

- Actively participate in an initial planning process that will begin to develop an initial local community response to the issue of those citizens, who are living with mental illness or co-occurring mental health, substance abuse disorders, health issues, and are lacking access to basic needs and services.

- Review agency policies and protocols to ensure that they are responsive to the needs of those living with mental illness or co-occurring mental health and substance abuse disorders, including training to staff;

- Commit an agreed upon percentage of agency staff to be trained in how to work with those with mental illness or co-occurring substance use [e.g., Crisis Intervention Team (CIT), Mental Health First Aid];

- Be an active partner in the continuum of health related services for the target population, including screening, assessment, treatment follow-up services, and referral to the appropriate local service continuum; and

- Participate in evaluation by gathering and reporting statistical data as required by the grant program.

Storey County Fire Protection District

- Actively participate and be represented on the Storey County Multidisciplinary Team that will be responsible for strategic planning and implementing this cross-disciplinary initiative;

- Actively participate in an initial planning process that will begin to develop an initial local community response to the issue of those citizens, who are living with mental illness or co-occurring mental health, substance abuse disorders, health issues, and are lacking access to basic needs and services.

- Review agency policies and protocols to ensure that they are responsive to the needs of those living with mental illness or co-occurring mental health and substance abuse disorders, including training to staff;

- Commit an agreed upon percentage of agency staff to be trained in how to work with those with mental illness or co-occurring substance use [e.g., Crisis Intervention Team (CIT), Mental Health First Aid];

- Be an active partner in the continuum of health related services for the target population, including screening, assessment, treatment follow-up services, and referral to the appropriate local service continuum; and

- Participate in evaluation by gathering and reporting statistical data as required by the grant program.

Storey County

- Actively participate and be represented on the Storey County Multidisciplinary Team that will be responsible for strategic planning and implementing this cross-disciplinary initiative;

- Actively participate in an initial planning process that will begin to develop an initial local community response to the issue of those citizens, who are living with mental illness or co-occurring mental health, substance abuse disorders, health issues, and are lacking access to basic needs and services.

- Review agency policies and protocols to ensure that they are responsive to the needs of those living with mental illness or co-occurring mental health and substance abuse disorders, including training to staff;

- Commit an agreed upon percentage of agency staff to be trained in how to work with those with mental illness or co-occurring substance use [e.g., Crisis Intervention Team (CIT), Mental Health First Aid];

- Participate in evaluation by gathering and reporting statistical data as required by the grant program.

TERM

- This MOU shall be effective beginning (date) and is intended to continue for a term of three (3) years, automatically renewing for successive three (3) year periods upon the execution date of this agreement. The parties commit, but are not obligated, to give thirty (30) days written notice that it does not wish to renew participation in the MOU. All notices required or permitted under this MOU shall be in writing and shall conclusively be deemed to have been delivered upon (a) personal delivery, (b) successful facsimile transmission, or (c) electronic mail to the Project Director at Storey County, who will be responsible for giving notice to agencies listed herein.

TERMINATION

The agencies may jointly terminate this MOU by unanimous action at any time. Any agency shall have the authority to terminate its participation for its convenience and commits to give thirty (30) notice to the Project Director of its intent to terminate its participation. However, the withdrawal of less than all of the agencies shall not act as a termination of the MOU or the responsibilities of the remaining agencies in accordance with the terms of the MOU.

Dated this _____, day of _____, 2019.

Storey County

_____	Attest: _____
By: Marshall McBride Chairman Board of County Commissioners of Storey County	Vanessa Stephens Storey County Clerk/Treasurer

Dated this _____ day of _____, 2019.

Storey County Fire Protection District

_____

By:

Dated this _____ day of _____, 2019.

Storey County Senior Services

_____

By:

Dated this _____ day of _____, 2019.

Storey County Sheriff's Office

_____

By: Gerald Antinoro, Sheriff

Dated this _____ day of _____, 2019.

Community Chest, Inc.

_____

Signed by:

Board of Commissioners of the Storey County Fire Protection District
Agenda Action Report

Meeting date: February 19, 2019 **Estimate of time required:** 15 minutes

Agenda: Consent [ ] Regular agenda [X] Public hearing required [ ]

---

1. **Title:** Consideration and possible approval of Storey County Multidisciplinary Memorandum of Understanding regarding to strengthen community support and services for vulnerable populations in Storey County.

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3. **Prepared by:** Keith Loomis

4. **Department:** District Attorney's Office **Telephone:** 847-0964

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6. **Supporting materials:** Storey County Multidisciplinary Team Memorandum of Understanding

7. **Fiscal impact:**

   Funds Available: Fund: ____ Comptroller

8. **Legal review required:**

   __X__ District Attorney

8. **Reviewed by**:

____ Department Head Department Name:
____ County Manager Other agency review: _____

9. **Board action:**

[ ] Approved [ ] Approved with Modifications
[ ] Denied [ ] Continued

Agenda Item No.

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1. Participate in collaborative efforts that will identify community gaps, needs, and priorities and will result in strategic planning efforts.

2. Create a multidisciplinary community response to address and support individuals facing barriers such as transportation, lack of medical care, behavioral health issues, and other basic needs, and those who are or may be involved in the criminal justice system;

3. Develop and formalize relationships and processes that allow community providers, law enforcement, and emergency services to coordinate response to calls that might include behavioral health issues and domestic violence;

4. Provide and participate in training programs (e.g., CIT, Mental Health First Aid) to assist law enforcement, first responders, local courts, and health and human services organizations in recognizing and addressing the needs of those living with behavioral health issues and experiencing self-neglect and abuse.

Mission and Vision of the Storey County Multidisciplinary Team

Mission: *Creating and sustaining a culture of collaboration within Storey County which includes planning and developing an integrated and efficient health and social services system across all the county, through community mobilization, development & advocacy.*

Vision: *A community that respects, supports, and embraces vulnerable populations that may experience behavioral health issues, and whose systems of health, behavioral health, law enforcement, justice, human services, public safety, and advocacy work together in a deliberate and coordinated fashion to optimize the level of services provided for them in order to prevent crisis and decrease risk of incarceration in the county detention center.*

Values:

- *Promoting a culture of collaboration, and follow through.*
- *Maintaining consistency in services and schedules.*
- *Maintaining open communication*
- *Understanding that everyone plays a vital role, and maintaining commitment to overcome barriers and find solutions together.*
- *Treating every client with respect and dignity as we consider everyone of equal value.*
- *Working to build trust among providers and our clients.*
- *Prioritizing the health of our people and our communities.*

<u>Agency Commitments</u>

Storey County Sheriff's Office will:

- Provide leadership for this initiative in their role as the ***criminal justice collaborating agency***;

- Actively participate and be represented on the Storey County Multidisciplinary Team that will be responsible for strategic planning and implementing this cross-disciplinary initiative;

- Actively participate in an initial planning process that will begin to develop an initial local community response for individuals who are living with mental illness or co-occurring mental health, substance abuse disorders, health issues, and are lacking access to basic needs and services.

- Commit an agreed upon percentage of officers to be trained in appropriate law enforcement trainings that target work with those with mental illness or co-occurring substance use [e.g., Crisis Intervention Team (CIT), Mental Health First Aid);

- Review agency policies and protocols to ensure they are responsive to the needs of those living with mental health or co-occurring mental health and substance abuse disorders;

- Participate in evaluation by gathering and reporting statistical data as required by the grant program.

Community Chest will:

- Provide leadership for this initiative in their role as ***behavioral health collaborating agency***;

- We commit to being an active partner with full participation in the Storey County Multidisciplinary Team whose goal will be to identify resources for individuals who are living with mental illness or co-occurring mental health, substance abuse disorders, health issues, and are lacking access to basic needs and services.

- Participate in the initial, ongoing planning and development through representation on the Storey County Multidisciplinary Team in an effort to improve outcomes for this target population;

- Help Storey County evaluate service gaps and needs, and identify resources for individuals who are living with mental illness or co-occurring mental health, substance abuse disorders, health issues, and are lacking access to basic needs and services.

- Provide CIT and Mental Health First Aid training as available within our resources and assist with locating additional resources to meet the need of the community as Storey County implements strategies to improve outcomes for this target population; and

- Will be an engaged partner in the Storey County Multidisciplinary Team even while not responsible for managing or administering any grants associated with this effort.

- Provide trauma-informed training for an agreed upon percentage of those staff who are actively involved in the comprehensive community response to those living with mental illness or co-occurring mental illness and substance abuse and are involved in the criminal justice system;

Storey County Senior Services

- Actively participate and be represented on the Storey County Multidisciplinary Team that will be responsible for strategic planning and implementing this cross-disciplinary initiative;

- Actively participate in an initial planning process that will begin to develop an initial local community response to the issue of those citizens, who are living with mental illness or co-occurring mental health, substance abuse disorders, health issues, and are lacking access to basic needs and services.

- Review agency policies and protocols to ensure that they are responsive to the needs of those living with mental illness or co-occurring mental health and substance abuse disorders, including training to staff;

- Commit an agreed upon percentage of agency staff to be trained in how to work with those with mental illness or co-occurring substance use [e.g., Crisis Intervention Team (CIT), Mental Health First Aid];

- Be an active partner in the continuum of health related services for the target population, including screening, assessment, treatment follow-up services, and referral to the appropriate local service continuum; and

- Participate in evaluation by gathering and reporting statistical data as required by the grant program.

Storey County Fire Protection District

- Actively participate and be represented on the Storey County Multidisciplinary Team that will be responsible for strategic planning and implementing this cross-disciplinary initiative;

- Actively participate in an initial planning process that will begin to develop an initial local community response to the issue of those citizens, who are living with mental illness or co-occurring mental health, substance abuse disorders, health issues, and are lacking access to basic needs and services.

- Review agency policies and protocols to ensure that they are responsive to the needs of those living with mental illness or co-occurring mental health and substance abuse disorders, including training to staff;

- Commit an agreed upon percentage of agency staff to be trained in how to work with those with mental illness or co-occurring substance use [e.g., Crisis Intervention Team (CIT), Mental Health First Aid];

- Be an active partner in the continuum of health related services for the target population, including screening, assessment, treatment follow-up services, and referral to the appropriate local service continuum; and

- Participate in evaluation by gathering and reporting statistical data as required by the grant program.

Storey County

- Actively participate and be represented on the Storey County Multidisciplinary Team that will be responsible for strategic planning and implementing this cross-disciplinary initiative;

- Actively participate in an initial planning process that will begin to develop an initial local community response to the issue of those citizens, who are living with mental illness or co-occurring mental health, substance abuse disorders, health issues, and are lacking access to basic needs and services.

- Review agency policies and protocols to ensure that they are responsive to the needs of those living with mental illness or co-occurring mental health and substance abuse disorders, including training to staff;

- Commit an agreed upon percentage of agency staff to be trained in how to work with those with mental illness or co-occurring substance use [e.g., Crisis Intervention Team (CIT), Mental Health First Aid];

- Participate in evaluation by gathering and reporting statistical data as required by the grant program.

TERM

- This MOU shall be effective beginning (date) and is intended to continue for a term of three (3) years, automatically renewing for successive three (3) year periods upon the execution date of this agreement. The parties commit, but are not obligated, to give thirty (30) days written notice that it does not wish to renew participation in the MOU. All notices required or permitted under this MOU shall be in writing and shall conclusively be deemed to have been delivered upon (a) personal delivery, (b) successful facsimile transmission, or (c) electronic mail to the Project Director at Storey County, who will be responsible for giving notice to agencies listed herein.

TERMINATION

The agencies may jointly terminate this MOU by unanimous action at any time. Any agency shall have the authority to terminate its participation for its convenience and commits to give thirty (30) notice to the Project Director of its intent to terminate its participation. However, the withdrawal of less than all of the agencies shall not act as a termination of the MOU or the responsibilities of the remaining agencies in accordance with the terms of the MOU.

Dated this _____, day of _____, 2019.

Storey County

_____	Attest: _____
By: Marshall McBride Chairman Board of County Commissioners of Storey County	Vanessa Stephens Storey County Clerk/Treasurer

Dated this _____ day of _____, 2019.

Storey County Fire Protection District

_____

By:

Dated this _____ day of _____, 2019.

Storey County Senior Services

_____

By:

Dated this _____ day of _____, 2019.

Storey County Sheriff's Office

_____

By: Gerald Antinoro, Sheriff

Dated this _____ day of _____, 2019.

Community Chest, Inc.

_____

Signed by:

Storey County Board of County Commissioners
Agenda Action Report

Meeting date: 2-19-19 **Estimate of time required:** 0 - 5

Agenda: Consent [ ] Regular agenda [X] Public hearing required [ ]

1. **Title:** Business License Second Readings -- Approval

2. **Recommended motion:** Approval

3. **Prepared by:** Sarah Dillon

   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 the 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:**

   Funds Available: Fund: ____ Comptroller

7. **Legal review required:**

   ___ District Attorney

8. **Reviewed by:**

   _x_ Department Head Department Name:

   ____ County Manager Other agency review: _____

9. **Board action:**

   [ ] Approved [ ] Approved with Modifications

   [ ] Denied [ ] Continued

Agenda Item No. 21

Storey County Community Development

Business Licensing

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

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

February 11, 2019
Via email

Fr: Sarah Dillon
Please add the following item(s) to the **February 19, 2019** 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. **AAA FIRE SPRINKLER** – Professional / 630 Kregge Ln ~ Sparks, NV
B. **SLONE GEAR INTERNATIONAL, INC** – General / 714 East Monument Ave ~ Dayton, NV
C. **ATCO INDUSTRIES, INC** – General / 7200 Fifteen Mile Road ~ Sterling Heights, MI
D. **CSG ELECTRIC LLC** – Contractor / 600 Valle Verde ~ Sparks, NV
E. **"C" STREET MASSAGE** – Massage/ 240 C Street ~ Virginia City, NV
F. **CASS NV, LLC** – General/ 2555 USA Parkway ~ McCarran, NV
G. **WINBCO TANK COMPANY** – 1200 East Main Street ~ Ottumwa, IA
H. **PINYON POTTERY, LLC** – 4250 Hobart Road ~ Carson City, NV
I. **CHARTER COMMUNICATIONS HOLDING, LLC** – Contractor/ 9335 Prototype Drive, Reno, NV

Ec: Community Development
Commissioners' Office
Planning Department
Comptroller's Office
Sheriff's Office

Storey County Board of County Commissioners and Storey County Board of Fire Commissioners

Agenda Action Report

Meeting date: 02/19/19 **Estimate of time required:** 60 min.

Agenda: Consent [ ] Regular agenda [ ] Public hearing required [ ] **(x Closed Session)**

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1. **Title:** Call to Order Closed Session meeting pursuant to NRS 288.220 for the purpose of conferring with county management and legal counsel regarding labor negotiations with the Storey County Firefighters' Association IAFF Local 4227 and the Storey County Employees' Association Comstock Chapter, AFSCME Local 4041. This meeting will begin immediately following the regular meeting of the Board of County Commissioners and Board of Fire Commissioners.

2. **Recommended motion.** No action

3. **Prepared by:** Austin Osborne

   Department: Human Resources **Telephone:** 775.847.0968

4. **Staff summary:** Pursuant to NRS 288 and the existing 2017-19 bargaining agreements between the Storey County Firefighters Association and the Storey County Board of Fire Commissioners, and the existing 2016-19 bargaining agreement between the Storey County Employees' Association and the Storey County Board of County Commissioners, the bargaining agreements are proposed to be modified separately as tentatively agreed between the parties.

5. **Supporting materials:** Provided at closed session meeting.

6. **Fiscal impact:**

   Funds Available: n/a 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. 24