



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

06/16/2020 10:00 A.M.

26 SOUTH B STREET, VIRGINIA CITY, NEVADA*

AGENDA

No members of the public will be allowed in the BOCC Chambers due to concerns for public safety resulting from the COVID-19 emergency and pursuant to the Governor of Nevada's Declaration of Emergency Directive 006 Section 1 which suspends the requirement in NRS 241.023(1)(b) that there be a physical location designated for meetings of public bodies where members of the public are permitted to attend and participate.

Further, due to the Governor's mandated steps to protect against the spread of COVID-19, the Storey County Board of County Commissioners are hosting a teleconference meeting this month. Members of the public who wish to attend the meeting remotely, may do so by accessing the following meeting on Zoom.com. Public comment may be made by communication through zoom.

***Join Zoom Meeting:**

<https://zoom.us/j/597519448>

Meeting ID: 597 519 448

Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US

+1 301 715 8592 US

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

Meeting ID: 597 519 448

Find your local number: <https://zoom.us/j/597519448>

**For additional information or supporting documents please contact the
Storey County Clerk's Office at 775-847-0969.**

MARSHALL MCBRIDE
CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

JAY CARMONA
VICE-CHAIRMAN

LANCE GILMAN
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. 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. 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. 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/FOR POSSIBLE ACTION:**

Approval of the Agenda for June 16, 2020

4. **DISCUSSION/FOR POSSIBLE ACTION:**

Approval of the Meeting Minutes for May 5, 2020

5. **DISCUSSION/FOR POSSIBLE ACTION:**

Approval of the Meeting Minutes for May 6, 2020

6. **DISCUSSION/FOR POSSIBLE ACTION:**

Approval of the Meeting Minutes (reconvened) May 5, 2020

7. **CONSENT AGENDA**

I For possible action, approval of claims in the amount of \$1,366,997.31

II For possible action, approval of business license first readings:

A. Elite Hardscapes LLC – Contractor / 35 Eagle Claw Ct. ~ Reno, NV

B. LA Rebuilds – Home Business / 4680 Hanaupah Rd ~ Reno, NV

C. Reno Heating & Air Inc. – Contractor / 899 Marietta Way ~ Sparks, NV

D. Silver State Heating and Air – Contractor / 80 Coney Island Dr. ~ Sparks, NV

E. United Technology Services Group Inc – Home Business / 355 Mill St. ~
Virginia City, NV

III For possible action, approval of additional regular commission meeting on June 17, 2020 at 4:00pm for the purpose of canvassing the June 9, 2020 Primary Election results in and for Storey County, Nevada.

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

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

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

11. **DISCUSSION/FOR POSSIBLE ACTION:**

Acceptance of renewal proposal from Nevada Public Agency Insurance Pool (POOL) and approval for payment from fiscal year 2020-2021 funds.

12. **DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible approval of a contract with Desert West Builders to provide and erect an approximately 2,000 square-foot metal buildings at Fire Station 72 in the Highlands for the purpose of storing fire apparatus in the amount of \$61,974.99. This building will facilitate conversion of an existing apparatus bay to a Highlands Community Center.

13. **DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible approval of a contract with Desert West Builders to provide and construct an approximate 30'x28' metal building addition to the Divide Justice Center building at 800 South C Street, Virginia City, to facilitate workshop and office space for the Storey County Information Technology (IT) Department, for a sum of \$44,632.10.

14. **DISCUSSION/FOR POSSIBLE ACTION:**

Authorize the County Manager to approve a contract not to exceed \$14,000 and up to nine months for a temporary mobile/modular office and/or work space in which Storey County Information Technology (IT) staff may perform work while permanent space is under planning and construction at the Divide Justice Center building. The not-to-exceed amount will include setup, deposits, monthly rent/lease, and decommissioning.

15. **DISCUSSION/FOR POSSIBLE ACTION:**

Confirmation of Comptroller chosen by County Manager in accordance with appointment procedures in NRS 251.170.

16. **DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible approval of resolution no. 20-578 declaring intention of Storey County to amend lease with Divide Fitness, Inc., of real property and improvements owned by Storey County located at 800 South C Street in Virginia City, Nevada.

17. **DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible approval of resolution no. 20-582 to reduce on a day-to-day prorated basis the total rent/lease of all “non-essential” commercial tenants of properties owned by Storey County and ordered to close by Governor Sisolak’s Directive 003 (March 20, 2020). This will provide an additional ten days rent forgiveness to Divide Fitness and an additional four days of rent forgiveness to the Old Corner Bar from that already provided per resolution 20-568.

18. **DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible approval of Stipulation (Stipulation #4) between Storey County and the Tahoe-Reno Industrial Center LLC (TRI Center) addressing additional revenues to be included as project revenues that are available to retire outstanding vouchers issued by Storey County to TRI Center, providing for the retirement of vouchers in the amount of four million dollars by TRI Center in lieu of constructing a fire station and park, for the conveyance of real property (APN 005-041-65) to Storey County by TRI Center as a location for constructing a new fire station and other matters properly related thereto.

19. **DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible approval of transfer of appropriations in Storey County General Budget.

20. **DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible approval of resolution 20-579, augmenting the Storey County Capital Projects Fund.

21. **DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible approval of resolution 20-580, augmenting the Storey County Indigent Accident Fund.

22. **DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible approval of resolution 20-581, augmenting the Storey County Justice Court Fund.

23. **RECESS TO CONVENE AS THE 474 FIRE PROTECTION DISTRICT BOARD**

24. **DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible approval of transfer of appropriations in the 474 Fire District

25. **RECESS TO CONVENE AS THE STOREY COUNTY WATER/SEWER BOARD**

26. **DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible approval of transfer of appropriations in the Water and Sewer Fund.

27. **RECESS TO RECONVENE AS THE STOREY COUNTY BOARD OF COUNTY COMMISSIONER**

28. **DISCUSSION/FOR POSSIBLE ACTION:**

Authorize the County Manager to approve a contract not to exceed \$100,000 retaining Lumos & Associates, Inc. for as-needed assistance in professional planning and structural engineering services.

29. **DISCUSSION/FOR POSSIBLE ACTION:**

Approval of business license second readings:

A. **BLC Coating, LLC** - Out-of County / 1220 E. Greg St. Ste. #2 ~ Sparks, NV

B. **Elite Roof Systems & Solutions LLC** - Contractor / 507 Summer St. ~ Fernley, NV

C. **Haws Corporation** - Out-of-County / 1455 Kleppe Lane ~ Sparks, NV

D. **Norman Ventures LLC** - Contractor / 401 Ryland St. Ste. 205 ~ Reno, NV

E. **Slimpickins Construction** - Handyman / 141 S. L St. ~ Virginia City, NV

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

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

32. **CALL TO ORDER CLOSED SESSION**

Pursuant to NRS 288.220 for the purpose of conferring with district and county management and legal counsel regarding labor negotiations with the Storey County Firefighters Association IAFF Local 4227. *This meeting will commence immediately following the regular meeting of the Storey County 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, audiotope, 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 06/10/2020; 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 Stephens Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 06/16/2020

Estimate of time required: 5 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Approval of minutes for May 5, 2020

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

3. **Prepared by:** Vanessa Stephens

Department: Clerk & Treasurer

Telephone: 775 847-0969

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

5. **Supporting materials:** Attached.

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

Funds Available:

Fund:

____ Comptroller

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

____ District Attorney

8. **Reviewed by:**

____ Department Head

Department Name: Clerk & Treasurer

____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. 4



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

TUESDAY, MAY 5, 2020 10:00 A.M.

DISTRICT COURTROOM
26 SOUTH B STREET, VIRGINIA CITY, NEVADA

MINUTES

MARSHALL MCBRIDE
CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

JAY CARMONA
VICE-CHAIRMAN

LANCE GILMAN
COMMISSIONER

VANESSA STEPHENS
CLERK-TREASURER

ROLL CALL via zoom: Chairman McBride, Vice Chairman Carmona, Commissioner Gilman, County Manager Austin Osborne, Clerk-Treasurer Vanessa Stephens, Deputy District Attorney Keith Loomis, Interim Comptroller Jennifer McCain, Fire Chief Jeff Nevin, Sheriff Antinoro, Communications Director Dave Ballard, Public Works Director Jason Weizrbicki, Project Manager Mike Nevin, Assessor Jana Seddon, Community Chest Director Erik Schoen, Administrative Officer Jennifer Chapman, Labor Relations Manager Jeanne Greene, Emergency Management Director Joe Curtis, Interim Recorder Marney Hansen-Martinez, Community Development Director Martin Azevedo, Tourism Director Deny Dotson, Planner Kathy Canfield.

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

Meeting was called to order by Chairman McBride at 10:00 A.M

2. PLEDGE OF ALLEGIANCE

Chairman McBride led the Pledge of Allegiance.

3. DISCUSSION/POSSIBLE ACTION: Approval of Agenda for May 5, 2020.

County Manager Austin Osborne asked to continue items 9 and 10 to May 6, 2020, and item 8 to June 2, 2020.

Public Comment: None

Motion: I move to approve the Agenda for May 5, 2020, with the requested changes, **Action:** Approve, **Moved by:** Vice Chairman Carmona, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

4. DISCUSSION/POSSIBLE ACTION: Approval of Meeting Minutes for April 7, 2020.

Public Comment: None

Motion: I move to approve the Minutes for April 7, 2020, **Action:** Approve, **Moved by:** Vice Chairman Carmona, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

5. CONSENT AGENDA:

I. For possible action, approval of claims in the amount of \$1,162,168.58.

II. For possible action, approval of business license first readings:

A. **Dispatch Health** – Professional / 85 Kirkman Ave ~ Reno, NV

B. **Global Industrial Systems Inc.** – Out of County / 3403 Ridgecrest Dr. ~ Reno, NV

C. **GNOVA Ventures LLC**– Out of County / 3403 Ridgecrest Dr. ~ Reno, NV

D. **Mitchell Labs** – Out of County / 7707 Bequette Ave. / Pico Rivera, CA

III. For possible action, approval of the State Child Support Reimbursement Program.

Public Comment: None

Motion: I move to approve today's Consent Agenda, **Action:** Approve, **Moved by:** Vice Chairman Carmona, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

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

Assessor Jana Seddon:

- All business/personal property accounts have been billed. An increase of funds coming into the County should be seen shortly.
- The office will be conducting new construction "drive-byes" - there will be no approaching of doors. They may be walking around, keeping distance. Starting with Mark Twain, and hopefully being in the Highlands and Virginia City next week.

Lara Mather for Stacy York, Senior Center Director:

- Everything is "status quo" for the Senior Center.

Deny Dotson, Tourism Director:

- A few businesses opened over the weekend. It was good to see a little bit of "life".
- "Rise Again" – a video, has been released. Response has been encouraging and positive – from people all over the world and the U.S.
- The V&T Commission has decided to hold off on the 2020 summer season. They are hopeful for the Polar Express and special trains.

Mike Nevin, Projects Manager:

- Update on both projects: USDA still working with SHPO to satisfy concerns expressed in March where they suggested they did not concurrence from the National Park Service and/or Indian tribes. These were new requirements to us and to USDA. Tribes have been contacted - no written concerns received. The National Park Service had questions regarding staging areas for the projects – information has provided to USDA to satisfy SHPO concerns.
- Another issue, the waterline crosses a couple of private parcels in Gold Hill. An easement will be obtained from one property owner which should be done in the next week.

- The Bureau of Safe Drinking Water has approved the 90% plans and specifications for the project. This allowed us to move forward with completing the plans at 100% and ready to bid.
- Other issues have been addressed and resolved so we are ready to move forward.
- Gold Hill treatment plant: Required drawings have been received from Fluence, the company contracted for the plant equipment. Farr West has now begun structural/architectural plans – with hope to be 90% complete, ready for review, by the end of the month.
- County has submitted required paperwork to NDEP for review and approval of discharge permit.
- USDA is working with SHPO on National Park Service requirements. SHPO has concerns about the project's effect on Gold Hill cemeteries. One location cannot be seen from the other – photos and mapping were submitted to USDA.
- It is still hoped both projects will be completed by the end of the year.

Martin Azevedo, Community Development Director:

- 35 permits issued this month.
- There are 33 active nuisances. Not “jumping” too hard on the active nuisances due to Covid.
- 77 annual inspections have been completed since January. Backed off some inspections due to current issues.
- There are 3 projects close to completion. We will be working on the CFO's and start-ups.

Joe Curtis, Emergency Management Director:

- Currently, the state has performed 59,000+ tests. 40,675 were negative; 5,491 positive.
- Quad County has 104 cases. 45 are active, 58 recovered, 1 death. One or two a day are coming in. It seems to be slowly a little bit.
- Quad County hospital beds remain at 40-50% occupancy rate, which is excellent.
- Quad County community testing began this week. 1,800 need to be tested (1% of the population as requested by the government). Testing will be held Thursday in Mark Twain; Friday morning in Virginia City; and Friday afternoon in Lockwood - for people who made appointments. Testing is coordinated by the Quad County Health & Human Services.
- Daily briefings with the Quad County EOC continue.
- We have acquired a fair amount of equipment as required for at least 30 days.
- Quad County managers are looking to put money into a fund for purchase of PPE for the upcoming winter season that the four counties could tap into.
- The warehouse at Tesla that the State requested is still functioning for the storage of supplies. Tesla has been extremely helpful.
- Stay home, stay safe, wear masks where appropriate, wash your hands often, use hand sanitizer, surface sanitizer, and remember social distancing.

Chairman McBride asked if there was a plan in place in the event someone doesn't show up for their scheduled testing appointment. We want to make sure 1% of the population is tested. Do we know where residents can acquire hand sanitizers and disinfectants?

Mr. Curtis: He's not sure but thinks it would be easy to acquire additional people (for testing). A lot of the (sanitizers and disinfectants) are coming back on the shelves. Make it with 2 parts aloe vera & 1 part 90% rubbing alcohol – shake it. He can get a vendor list for resources and put it on the webpage.

Commissioner Gilman asked if there was adequate sign-up for the testing. Some of the sanitizing products could be supplied at the food programs on Fridays.

Mr. Curtis said (testing) appointments are full – no openings at this time. One issue with supplying sanitizers, would be acquiring the material, getting it into smaller containers and then getting it out. He has heard many complaints lately about getting sanitizers.

Fire Chief Jeff Nevin:

- Battalion Chief interviews will be conducted Thursday in hopes to fill the position by the end of the month.
- We are supporting the Quad-County EOC with one firefighter serving as Operations Chief. He has been asked to continue until the end of May to assist with testing.
- He is looking at the up-coming fire season and the possible effect of Covid 19 on responses, etc. Information is coming out daily.

Austin Osborne, County Manager:

- Along with Deny Dotson, he met with merchants on C Street providing literature on how to go along with the Governor's directives on how to operate safely. We are trying to encourage businesses while at the same time to be smart and use safe practices. The goal at this time is not economic recovery, it is minimally being open. We are not promoting business or bringing people to town, but maybe helping businesses on C Street survive until we're ready for future steps.
- Most people on C Street have done a great job and have been easy to work with.

Vanessa Stephens, County Clerk:

- Over 3,400 mail ballots have been mailed out. Any questions or concerns about the ballot, contact the Clerk's office.

7. BOARD COMMENT (No Action – No Public Comment):

Commissioner Gilman:

- What an incredible job Joe Curtis and his staff have done since "day one".
- Austin Osborne has been busy with all the information coming in.
- He personally thanks them and the Storey County team for the magnificent job in this pandemic. There is not a single case and we have been very prepared. A credit to those sitting in those chairs.

Chairman McBride:

- He has walked the entire boardwalk in Virginia City talking to as many merchants as he can.
- He is impressed that with everyone he has talked to, no one is ill. Whatever is being done, is being done right.
- Kudos to residents and businesses – trying to keep everyone healthy.
- Team Storey is doing a fabulous job in putting in immense time and effort to insure we're doing everything right.
- We'll keep doing it right & hope that Governor loosens the restrictions. It is a difficult time economically for our merchants.

8. DISCUSSION/POSSIBLE ACTION: For possible action and approval of the Storey County Hazardous Mitigation Plan.

Continued to June 2, 2020

9. DISCUSSION ONLY (No Action): Correspondence including letter to Governor Sisolak requesting consideration of a draft Storey County plan for phased, limited, and properly planned reopening of businesses in Virginia City within the protective guidelines of the CDC and the Governor's office.

Continued to May 6, 2020

10. DISCUSSION/POSSIBLE ACTION: Review recommendations by county staff and consider approval of a responsible and phased plan for COVID-19 small business recovery in Virginia City and Storey County.

Continued to May 6, 2020

11. DISCUSSION ONLY (No Action): Third Quarter 2019-2020 budget review for Storey County General Fund and Special Revenue Funds.

Interim Comptroller, Jennifer McCain, reviewed the General Fund. As of March 31, General Revenues are at 96% of the total budget. Other funds above 75% are the Roads Department, Equipment Acquisition, Genetic Marker Testing, Indigent, and VCTC. Funds not expected to hit their goal for the year include Justice Court funds and Pipers.

Most General Fund Department's expenses are at, or below, 75% used. The overall General Fund is at 62% of budgeted expenses. The few departments that are over are being worked with to figure out issues. Sometimes there is no way of knowing what will transpire in the future and affect the budget.

Ms. McCain reviewed the departments, including special funds, that are over in budgeted expenses. The few departments that are over are being worked with to figure out issues. Sometimes there is no way of knowing what will transpire in the future and affect the budget.

Vice Chairman Carmona thanked Ms. McCain and all department heads for getting this in order.

Commissioner Gilman thanked Ms. McCain. This is line-item budgeting and she has a focus on where we are going - she recognizes what needs to be done. He is excited about next year - though there will be challenges with this current "melt down".

Mr. Osborne commented that Ms. McCain has done a great job with the budget. Stacey York has done a fine job at the Senior Center this year.

12. DISCUSSION ONLY (No Action): Discussion regarding Storey County 2020-2021 Final Budget and possible decreases in revenue and expenses in connection with the current Covid-19 event.

Ms. McCain: Figures were submitted for a 5% reduction in revenue, and approximate 2 to 3% reduction in expenses. The budget team has concluded that Storey County is in a very good position to make it through with little bumps, and would rather not reduce the budget not knowing how this event will be carried out. If the budget is restricted too much, it will be more complicated to get back

to business as usual. The budget will be monitored more closely – any department with an expense over \$1,000 will need prior approval.

Suggestions regarding the budget are welcome. The budget needs to be approved at the May 19th meeting for submittal to Taxation by June 1st.

Commissioner Gilman likes this plan and is hopeful recovery will come quickly.

Chair McBride commented the County is pretty healthy now and does not depend on sales tax as much as other counties. The County will be vigilant in decisions going forward.

13. RECESS TO COVENE AS THE FIRE PROTECTION DISTRICT BOARD

14. DISCUSSION ONLY (No Action): Third Quarter 2019-2020 budget review for the Fire Protection District Funds.

Ms. McCain: The Fire Department is looking good at 88% of budgeted revenue and under in budgeted expenses. Chief Nevin is doing a good job insuring only necessary items are purchased.

Mutual Funds, revenue and expenses, are down to a low fire season. Capital outlay will need to be augmented – Station 72 had to replace the heating/cooling system in the living quarters.

15. DISCUSSION ONLY (No Action): Discussion regarding the Fire Protection District 2020-2021 Final budget and possible decreases in revenue and expenses in connection with the current COVID-19 event.

Ms. McCain recommends keeping this budget where it is. She is working with the Chief and his team to organize the budget a little more. Ambulance billings, accident recovery, and special events were missed in the tentative budget. This will increase revenues a bit. Impacts from final union negotiations are unknown.

Chief Nevin: Some items deemed unnecessary have been deleted - a lot from travel.

Commissioner Gilman commented this is what is done under line-item budgeting. Looking at what is really needed, and what is not. This is being fiscally responsible across the County. Thank you Chief Nevin and Ms. McCain.

16. RECESS TO CONVENE AS THE WATER/SEWER BOARD

17. DISCUSSION ONLY (No Action): Third Quarter 2019-2020 budget review for the Water and Sewer Funds.

Ms. McCain: Both water and sewer revenues are looking very healthy. Sewer is at 102% of its budget. This is being looked at to determine better numbers for the 20-21 budget. Water is at 77%.

Both water and sewer expense are good at 56 and 57% of budget. Journal entries will be done to adjust water and sewer personnel expenses which are in the wrong fund.

18. DISCUSSION ONLY (No Action): Discussion regarding the Water and Sewer Final budget and possible decreases in revenue and expenses in connection with the current COVID-19 event.

Ms. McCain: The recommendation is to keep budgeted revenue and expenses where they are. Jason Weizrbicki is very good at monitoring this budget.

Chair McBride: Water and sewer will go on no matter what the economy does.

Commissioner Gilman: Storey County departments are watching what they are doing, and are not frivolous. Thank you.

19. RECESS TO RECONVENE AS THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS

20. DISCUSSION/FOR POSSIBLE ACTION: Authorization to County Manager to sign Cost Share Agreement between Carson City, Douglas, Lyon and Storey Counties under a Multi-Agency Coordinating (MAC) group setting forth how costs will be reimbursed and shared between the agencies for materials, supplies, food and other items including for Public Health Emergency Preparedness (PHEP) and Federal Emergency Management Agency (FEMA) related to the COVID-19 emergency declaration.

Mr. Osborne explained Storey County participates in the Quad County. Everything related to Covid 19 is done through this group. This is a cost-share agreement for this group – for coordinated efforts of reimbursement for FEMA and Public Health Emergency Preparedness funds. The County's portion will be about 2.54%.

Lara Mather said every single cost related to this incident is being tracked and entered on the FEMA's public assistance portal - keeping ahead of FEMA requirements which will be needed to request reimbursement.

Mr. Osborne: This includes all the time spent on this matter.

Joe Curtis: This is pretty standard – (the County) has participated in things like this in the past. Carson City, Lyon and Douglas counties have the most needs with this event – with about 30% each. Storey County is currently listed at about 2% of the cost-sharing obligation.

Public Comment: None

Motion: I, Jay Carmona, motion to authorize County Manager to sign move to Cost Share Agreement between Carson City, Douglas, Lyon and Storey Counties under a Multi-Agency Coordinating group setting forth how costs will be reimbursed and shared between the agencies for materials, supplies, food and other items including for Public Health Emergency Preparedness (PHEP) and Federal Emergency Management Agency (FEMA) related to the COVID-19 emergency declaration, **Action:** Approve, **Moved by:** Vice Chairman Carmona, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

21. DISCUSSION/FOR POSSIBLE ACTION: 90-day extension allowance for payment of business license renewals, without penalty, from 07/01/2020 in order to provide relief to business in Storey County affected by COVID-19 related impacts.

Mr. Osborne: This is a request for a 90-day extension allowance of payment of business license renewals. This is voluntary and effective July 1st. A business using the 90-day extension would be operating under a temporary business license.

Commissioner Gilman: He is proud of the County for taking this action in consideration of the businesses. Their survival is critical in bringing the economy back.

Vice Chairman Carmona: He is glad something is being done. It may not be a lot, but at least it is something for the businesses.

Chairman McBride: Some business may have only one business license and a small amount to pay, but some businesses have multiple licenses – it will be very significant for them. It's a good tool to help the businesses in the County.

Public Comment:

Nicole Barde, Storey County resident: This is great for businesses. Is there a plan for individual taxpayers for property taxes?

Chairman McBride: Property taxes are set by State statute. It will take a lot of legal work and investigation – if we can do anything with property taxes. As talked about before, it's pretty easy to lower a tax rate, but almost impossible to raise it. We're not sure if that's accurate. Going over this final budget, it takes a lot of County revenue to operate the various funds. We would have to look at cutting property taxes very carefully. Whether there's a path for that or not – we'll look into it.

Ms. Barde asked if it was possible to give a 90-day extension for property taxes. Just asking for the people who are unemployed and not getting anything.

Chairman McBride explained there is a 10-day grace period per quarter.

Vanessa Stephens, County Clerk: This is a conversation taking place with the State Treasurer statewide. Due dates are set by statutes – there is not a lot of leeway. Working with the Treasurer to see if there can be extensions and possibly postponing late fees.

Chairman McBride: This is a difficult time for people to find adequate funding. The County will look into doing whatever it can at the County-level.

Sheriff Antinoro said conversations with business owners, while appreciative of what is being considered, the concern is the inability to generate revenues while still having to pay the rest of their bills. There was a question of whether or not it could be prorated.

Mr. Osborne: The agenda item is related to business licenses. However, all options are being looked at with department heads, including business licenses. Especially for smaller businesses who are not able to operate during this time. Still allowing the County to provide required services.

Commissioner Gilman: The Governor has made it clear, once unemployment is funded, it will be retroactive to the first day. People should keep applying – they will be funded. The State was not prepared and did not have a chance in keeping up the demand. Independent contractor proceeds have still been funded at the Federal level.

Motion: I, Jay Carmona, motion to approve the 90 day extension allowing for payment of all business license renewals, without penalty, from July 1, 20, in order to provide relief to businesses in Storey County affected by Covid 19. Any business may renew their business license, and pay the associated fee, on or before the extension period and the payment will be effective and retroactive to July 1, 2020. A temporary business license will be issued in the interim period in accordance with Title 5 of the Storey County Code. This action only affects business license renewals, **Action:** Approve, **Moved by:** Vice Chairman Carmona, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

22. RECESS TO CONVENE AS THE STOREY COUNTY LIQUOR LICENSE BOARD

23. DISCUSSION/FOR POSSIBLE ACTION: 2nd reading for approval of a Cabaret License for The Roasting House, 55 N C St., Virginia City, NV 89440 – Applicants are Robert & Mandy Manyose.

Sheriff Antinoro stated all background investigation is complete. This is not for a liquor, just for a cabaret license. Nothing was found to preclude such a license – approval is recommended.

Public Comment: None

Motion: I, Jay Carmona, motion to approve 2nd reading of a Cabaret License for The Roasting House, 55 N C St., Virginia City, NV 89440 – Applicants are Robert & Mandy Manyose , **Action:** Approve, **Moved by:** Vice Chairman Carmona, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

24. DISCUSSION/FOR POSSIBLE ACTION: 90-day extension allowance for payment of all privilege business licenses including liquor, cabaret, firearm, tobacco, and gaming business license renewals, without penalty, from 07/01/2020 in order to provide relief to businesses in Storey County affected by COVID-19 related impacts.

Mr. Osborne: This is a 90-day extension request for all privileged business licenses. A business may pay on time, or go on extension and receive a temporary privilege business license.

Public Comment: None

Motion: I, Jay Carmona, motion to approve a 90-day extension allowance for payment of all privilege business licenses including liquor, cabaret, firearm, tobacco, and gaming business license renewals, without penalty, from 07/01/2020 in order to provide relief to businesses in Storey County affected by COVID-19. Any business may renew their business license, and pay the associated fee, on or before the extension period and the payment will be effective and retroactive to July 1, 2020. A temporary business license will be issued in the interim period in accordance with Title 5 of the Storey County Code. This action only affects business license renewals, **Action:** Approve, **Moved**

by: Vice Chairman Carmona, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

25. RECESS TO CONVENE AS THE STOREY COUNTY BROTHEL LICENSE BOARD

26. DISCUSSION/FOR POSSIBLE ACTION: 90-day extension allowance for payment of all brothel license renewals, without penalty, from 07/01/2020 in order to provide relief to brothel businesses in Storey County affected by COVID-19 related impacts.

Commissioner Gilman recused himself from discussion and vote on this item as he has a pecuniary interest in a business affected by this item.

Mr. Osborne: This is similar to the preceding items – a 90 day extension allowance for brothel license renewals if the brothel owner wishes.

Public Comment: None

Motion: I, Jay Carmona, motion to approve a 90-day extension allowance for payment of all brothel license renewals, without penalty, from 07/01/2020 in order to provide relief to brothel businesses in Storey County affected by COVID-19 related impacts. Any brothel business may renew their brothel business license, and pay the associated fee, on or before the extension period and the payment will be effective and retroactive to July 1, 2020. A temporary brothel business license will be issued in the interim period in accordance with Title 5 of the Storey County Code. This action only affects brothel business license renewals, **Action:** Approve, **Moved by:** Vice Chairman Carmona, **Seconded by:** Chairman McBride, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=2)

27. RECESS TO RECONVENE AS THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS

28. DISCUSSION/FOR POSSIBLE ACTION: Approval of 2nd reading for General Business License for The Roasting House, 55 N C St., Virginia City, NV 89440. Applicants are Robert & Mandy Manyose.

Sheriff Antinoro has nothing to add to what was said regarding the Cabaret License.

Public Comment: None

Motion: I, Jay Carmona, motion to approve 2nd reading of a for General Business License for The Roasting House, 55 N C St., Virginia City, NV 89440 – Applicants are Robert & Mandy Manyose, **Action:** Approve, **Moved by:** Vice Chairman Carmona, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

29. DISCUSSION/FOR POSSIBLE ACTION: Second Reading of Bill 115, Ordinance 20-304, text amendments to Storey County Code Title 17 Administrative Provisions to clarify and modify language, and align to NRS noticing requirements in section 17.03.050, 17.03.060, 17.03.070 and 17.03.080.

Senior Planner Kathy Canfield presented modifications to the Administrative Provisions. There has been no discussions or changes since the first reading.

Public Comment: None

Motion: In accordance with the recommendation by staff and the Planning Commission, I, Jay Carmona, move to approve Second Reading of Bill 115, Ordinance 20-304, text amendments to Storey County Code Title 17 Administrative Provisions to clarify and modify language, and align to NRS noticing requirements in section 17.03.050, 17.03.060, 17.03.070 and 17.03.080, **Action:** Approve, **Moved by:** Vice Chairman Carmona, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

30. DISCUSSION/FOR POSSIBLE ACTION: Second Reading of Bill 116, Ordinance 20-305, text amendments to Storey County Code Title 17 Zoning adding, modifying clarifying, elaborating upon, and consolidating land use and other terms and definitions in Chapter 17.10 Definitions and as those terms and definitions apply to and within all regulatory zones and all other provisions in the zoning ordinance. Terms include Animal Boarding and Grooming, Beekeeping, Crisis Care Facility, Equestrian Establishments, Veterinary Services and Wild Animal Keeping.

Senior Planner Kathy Canfield presented modifications to Storey County Code Title 17 Zoning. There has been no discussions or changes since the first reading. Staff recommends approval.

Public Comment: None

Motion: In accordance with the recommendation by staff and the Planning Commission, I, Jay Carmona, move to approve Second Reading of Bill 116, Ordinance 20-305, text amendments to Storey County Code Title 17 Zoning adding, modifying clarifying, elaborating upon, and consolidating land use and other terms and definitions in Chapter 17.10 Definitions and as those terms and definitions apply to and within all regulatory zones and all other provisions in the zoning ordinance. Terms include Animal Boarding and Grooming, Beekeeping, Crisis Care Facility, Equestrian Establishments, Veterinary Services and Wild Animal Keeping , **Action:** Approve, **Moved by:** Vice Chairman Carmona, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

31. DISCUSSION/FOR POSSIBLE ACTION: Second Reading of Bill 117, Ordinance 20-306 Text Amendments to Storey County Code Title 17 Zoning Chapter 17.12 General Provisions adding, modifying and clarifying provisions within the chapter including home enterprises, height of buildings and structures, accessory buildings and shipping containers, accessory dwellings, Comstock Historic District standards, setback encroachments, perimeter fencing, public utility uses, minimum lot area, off-street parking, open storage, general provisions for all zones including crisis care and wireless communications facilities, and property located within mapped FEMA floodplain.

Senior Planner Kathy Canfield presented modifications to Storey County Code Title 17 Zoning Chapter 17.12 General Provisions. Staff is adding clarifying language – it does not change the meaning but is less confusing. Ms. Canfield reviewed the changes. Staff is recommending approval.

Public Comment: None

Motion: In accordance with the recommendation by staff and the Planning Commission, I, Jay Carmona, move to approve Second Reading of Bill 117, Ordinance 20-306 Text Amendments to Storey County Code Title 17 Zoning Chapter 17.12 General Provisions adding, modifying and clarifying provisions within the chapter including home enterprises, height of buildings and structures, accessory buildings and shipping containers, accessory dwellings, Comstock Historic District standards, setback encroachments, perimeter fencing, public utility uses, minimum lot area, off-street parking, open storage, general provisions for all zones including crisis care and wireless communications facilities, and property located within mapped FEMA floodplain, including the changes suggested, **Action:** Approve, **Moved by:** Vice Chairman Carmona, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

32. DISCUSSION/FOR POSSIBLE ACTION: Approval of business license second readings:

A. Heritage Roofing – Contractor / 878 Northwood Blvd. ~ Incline Village, NV

B. PC Connection Sales Corporation – Out of County / 730 Milford Rd. ~ Merrimack, NH

C. Western Concrete Cutting LLC– Contractor / 7855 Las Plumas Dr. ~ Sparks, NV

On behalf of Community Development, Mr. Osborne recommended approve of Items A, B, and C.
Public Comment: None

Motion: I, Jay Carmona, move to approve the second reading of business licenses A, B, and C,
Action: Approve, **Moved by:** Vice Chairman Carmona, **Seconded by:** Commissioner Gilman,
Vote: Motion carried by unanimous vote, **(Summary:** Yes=3)

33. PUBLIC COMMENT (No Action)

Keith Loomis, Deputy District Attorney, suggested this meeting be recessed rather than adjourned as there a regular items being continued to tomorrow.

Mr. Osborne: There is a meeting scheduled tomorrow. Why would these items be an different than continuing to a meeting in the future?

Mr. Loomis: Said probably not. But he would prefer to recess this meeting as these items are not listed on an agenda for tomorrow. Typically the items would be listed on an agenda that's more than two weeks out.

Mr. Osborne: Would the Chairman be calling for reconvening or for a new meeting tomorrow.

Mr. Loomis: As to the additional regular meeting – that's a new meeting. These are continued items from today's meeting.

Sam Toll: Would like to reiterate that public comment at the beginning and the end of each meeting would send the right message to Storey County residents that they come first instead of last. Also, remind the Board that there are still over a dozen of his public record requests open. Seven are over a year old – not the highest priority with Covid 19. Access to records is a fundamental freedom – the continued lack of flow of information from the County, does not jive with the County's newly adopted motto or phrase in terms of transparency.

Commissioner Gilman: We have been successful in acquiring several cases of hand sanitizer. This will be furnished to seniors and those in need at the food distribution this Friday.

Kris Thompson, TRI Project Manager: He is in agreement with Sheriff Antinoro – the County should look at perhaps waiving fees on a pro rata basis for the timeframe businesses were shut down. That would be a great thing to do for small businesses.

34. RECESS OF ALL ACTIVE AND RECESSED BOARDS ON THE AGENDA, AND CONTINUE UNTIL TOMORROW MORNING AT 10 A.M.

The meeting was recessed by the Chair at 11:56 PM

Respectfully submitted,

By: 
Vanessa Stephens Clerk-Treasurer

16. CALL TO ORDER CLOSED SESSION



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: 06/16/2020

Estimate of time required: 5 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Approval of minutes for May 6, 2020

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

3. **Prepared by:** Vanessa Stephens

Department: Clerk & Treasurer

Telephone: 775 847-0969

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

5. **Supporting materials:** Attached.

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

Funds Available:

Fund:

____ Comptroller

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

____ District Attorney

8. **Reviewed by:**



____ Department Head

Department Name: Clerk & Treasurer

____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. 5



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

WEDNESDAY, MAY 6, 2020 10:00 A.M.

DISTRICT COURTROOM

26 SOUTH B STREET, VIRGINIA CITY, NEVADA

ADDITIONAL REGULAR MEETING MINUTES

MARSHALL MCBRIDE
CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

JAY CARMONA
VICE-CHAIRMAN

LANCE GILMAN
COMMISSIONER

VANESSA STEPHENS
CLERK-TREASURER

ROLL CALL via zoom: Chairman McBride, Vice Chairman Carmona, Commissioner Gilman, County Manager Austin Osborne, Clerk-Treasurer Vanessa Stephens, District Attorney Anne Langer, Emergency Management Director Joe Curtis, Sheriff Antinoro, Fire Chief Jeff Nevin, Human Resources Jeanne Greene, Community Relations Director Lara Mather, Assessor Jana Seddon

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

Meeting was called to order by Chairman McBride at 10:00 A.M

2. PLEDGE OF ALLEGIANCE

Chairman McBride led the Pledge of Allegiance

3. DISCUSSION/POSSIBLE ACTION: Approval of Agenda for May 6, 2020.

Public Comment: None

Motion: I move to approve the Agenda for May 6, 2020, **Action:** Approve, **Moved by:** Vice Chairman Carmona, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

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

None

5. BOARD COMMENT (No Action - Public Comment):

None

6. RECESS TO CONVENE AS THE STOREY COUNTY LIQUOR LICENSE BOARD

7. DISCUSSION/POSSIBLE ACTION: Consideration and possible approval of Resolution 20-569 authorizing the Storey County Liquor Board to waive the requirement that a pub, winery, bar or brewery obtain an off-sale liquor license in order to provide curbside or home delivery during the COVID 19 emergency.

Mr. Osborne reviewed this item. The Governor initially determined bars and breweries to be non-essential businesses, not allowed to open. There is now a declaration loosening the requirements including that a local jurisdiction may allow off-site sales for bars if they are local and include a waiver by a Board of Commissioners. This Resolution allows the Board to provide that waiver allowing bars to operate in a similar manner as other businesses in town.

Mr. Osborne suggested an expiration date be added to the Resolution so that it is not perpetual.

District Attorney Langer reviewed the code allowing counties to assist victims of emergency without regard for formalities provided by law. In this instance, a business may not have an off-site liquor license and would be allowed to sell beverages curbside and with home delivery. Requirements would be waived during the emergency period only, until the time these entities are allowed to engage in retail sales of alcoholic beverages in their establishments.

Sheriff Antinoro said he does not have any concerns and agrees with doing what we can to help local businesses. The Board should issue a strong warning to businesses choosing to do curbside or window service to do everything they can to disperse crowds in order to avoid having deputies there making sure people are not gathering in large groups.

Commissioner Gilman echoed the Sheriff's comments.

Public Comment: None

Motion: I, Jay Carmona, move to approve Resolution 20-569 and authorize the Chairman to sign,
Action: Approve, **Moved by:** Vice Chairman Carmona, **Seconded by:** Commissioner Gilman,
Vote: Motion carried by unanimous vote, (**Summary:** Yes=3)

8. RECESS TO RECONVENE AS THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS

9. PUBLIC COMMENT (No Action)

Sam Toll, Gold Hill resident: Encourages the Board to provide public input at the beginning and end of all County Commission meetings.

Referring to yesterday's comment about public records, Mr. Toll pointed out that it is not his experience across the board. During at that meeting, he sent a public record request to Fire Chief Nevin which was filled as the meeting was going on. He has never had to wait five days for response from Vanessa Stephens' office. The Sheriff and Assessor offices are similarly transparent. It is the District Attorney and County Manager who are responsible for stone-walling the public – 20 or so requests are open and over a year old. Most public record requests taken to court are won by the person requesting. He encouraged the County to "loosen up" and take the requests seriously, there's more forthcoming. We have access to the information that you keep for us – it's ours.

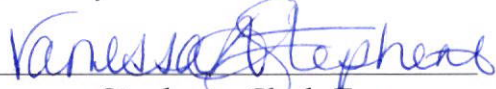
Clay Mitchell, Gold Hill resident: For clarification, there was no modification to the off-sale license procedure – the open container, etc. Is what was passed what normally could be done with an off-sale liquor license?

Chairman McBride: It does not change anything – it's just a waiver for those with on-sale liquor licenses to be able to provide off-sale only during the Covid 19 event. Once it is over, we go back to the old rules.

10. ADJOURNMENT OF ALL ACTIVE AND RECESSED BOARDS ON THE AGENDA

The meeting was recessed by the Chair at 10:15 AM

Respectfully submitted,

By: 
Vanessa Stephens, Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 06/16/2020

Estimate of time required: 5 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Approval of minutes for May 5, 2020 (reconvened)

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

3. **Prepared by:** Vanessa Stephens

Department: Clerk & Treasurer

Telephone: 775 847-0969

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

5. **Supporting materials:** Attached.

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

Funds Available:

Fund:

____ Comptroller

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

____ District Attorney

8. **Reviewed by:**

VB Department Head

Department Name: Clerk & Treasurer

____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. 6



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MAY 5, 2020 MEETING - RECONVENED

WEDNESDAY, MAY 6, 2020 10:00 A.M.

DISTRICT COURTROOM
26 SOUTH B STREET, VIRGINIA CITY, NEVADA

MINUTES

MARSHALL MCBRIDE
CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

JAY CARMONA
VICE-CHAIRMAN

LANCE GILMAN
COMMISSIONER

VANESSA STEPHENS
CLERK-TREASURER

ROLL CALL via zoom: Chairman McBride, Vice Chairman Carmona, Commissioner Gilman, County Manager Austin Osborne, Clerk-Treasurer Vanessa Stephens, District Attorney Anne Langer, Emergency Management Director Joe Curtis, Sheriff Antinoro, Fire Chief Jeff Nevin, Human Resources Jeanne Greene, Community Relations Director Lara Mather, Assessor Jana Seddon

1. CALL TO ORDER RECONVENED MEETING OF MAY 5, 2020 AT 10:15 A.M.

Meeting was called to order by Chairman McBride at 10:15 A.M

9. DISCUSSION/POSSIBLE ACTION: Correspondence including letter to Governor Sisolak requesting consideration of a draft Storey County plan for phased, limited, and properly planned reopening of businesses in Virginia City within the protective guidelines of the CDC and the Governor's office.

County Manager Osborne said this a non-action item providing the public and full Commission with a summary of a letter submitted to the Governor on April 27th.

The letter requests consideration by the Governor's office for a safe approach to re-opening Nevada - as suggested he will do. This is for sectors, including essential and non-essential businesses - restaurants, hotels, gyms, and others specifically talked about. The letter outlines conditions primarily in Virginia City - small businesses, non-corporation, "mom & pop shops" - trying to survive. Some of these people (living at their business location) would also lose their home.

The goal is not to tell the Governor that we want to have a lot of people in Virginia City with lots of tourism and events, not to return to normal. The goal is to at least consider the conditions the small businesses are enduring, allowing them to open their doors to whatever traffic comes their way -

giving them a chance to survive. The efforts of the Quad-County and our Emergency Management team are also summarized – the health aspect, testing, Storey County’s “zero cases”, and other conditions related to the Quad County coalition. Also, measures that the (County) has taken, and will take, are included. The Governor is reminded of measures that have been taken by Storey County – actions taken before his directives. Including canceling of events, placement of hand-sanitizing stations, reduction of occupancy in businesses (currently at 25%), and on-going outreach and education of the public regarding business, health, Quad County efforts, and so on.

A copy of the letter has gone to EDAWN, NNDA, Go-Ed, Nevada Association of Counties, as well as Lyon and Douglas Counties and Carson City. Lyon County appreciated the letter and submitted a copy of it as well.

Chairman McBride thanked Mr. Osborne and commended him on the letter. This is a good supplement to the summary requested by the Governor. The more information given to the Governor on how (the County) is operating and proceeding – the better.

Chair McBride said he and Commissioner Carmona have also sent letters.

District Attorney Anne Langer clarified this letter has nothing to do with the brothels.

Commissioner Gilman commented that everyone has been working diligently with the Governor – asking him to take a hard look at the little counties – one size does not fit all. Washoe and Clark are facing different elements. We are looking to the Governor to allow the various counties and their leadership, to make their decisions to open based upon individual requirements. The letter is a great vehicle with a lot of information to consider. There is feedback that he is sensitive to the rural counties. This (letter) is well done and he is anxious to the results.

Vice Chairman Carmona: Both letters have the same narrative and he is happy to see the Governor take this into consideration – allowing the counties to move forward within his guidelines. These efforts are applauded.

10. DISCUSSION/POSSIBLE ACTION: Review recommendations by county staff and consider approval of a responsible and phased plan for COVID-19 small business recovery in Virginia City and Storey County.

District Attorney Anne Langer requested this item be divided so that the first portion discussed was small businesses, excluding the brothel. All Commissioners could discuss. Then the second portion would discuss the brothel and Commissioner Gilman would be excluded from discussion. There would be two different motions.

County Manager Osborne confirmed that the first letter discussed would be about everyone except brothels. The second discussed would include brothels.

Mr. Osborne said the letter submitted to the Governor’s office asked to please consider Storey County’s offer to provide a plan for re-opening in a phased approach. This is a follow-up to that letter being considered by the Board.

We recognize the Governor is creating his opening plan for Nevada. He has talked about a Phase 1, 2, and 3 approach. This letter looks at a similar approach and is in response to his request for comments from the rural counties.

The letter is based on a modified approach at the Federal level – what is being recommended for phased re-opening of the country, adding elements from the Governor’s directive 016, with justification of certain elements applying to Storey County, and in particular Virginia City and the Lockwood community, dealing with small businesses. Elements in the letter deal with essential and non-essential businesses selling similar products. Restaurants and gymnasiums, fitness gyms, are addressed. In the 016 announcement, the Governor indicated he may consider rural counties differently than urban counties regarding fitness gyms, size of the gyms. There is an attachment from Divide Fitness asking the Governor to consider this gym, and ones like it, to open faster, on a limited basis, than larger organizations.

The goal is not to return to economic normalcy right away. It is asking the Governor to consider allowing our small businesses to partially open, to survive and offset costs to prevent closure.

There is a request to be able to promote Virginia City and let people know we are here. But not actively promoting Virginia City to bring in large numbers of people for events. There needs to be balance with resident’s needs, the economy of the County, and the health and safety of the community.

CDC elements are part of the letter. Government services are encouraged at a business level. Hand sanitizing and social distancing are still maintained. Hand sanitizing/washing stations are on C Street. Occupancy of businesses allowed to open is limited. The County maintains on-going education and public outreach.

Commissioner Gilman commented these are the conditions that County staff and Commissioners have identified as being the conditions to opening our businesses, retail or service, within the County. Many of the stores on C Street opened last weekend in a “trial run”. He believes it went very well with the majority of businesses following this criteria and hopes the Governor takes this letter very seriously. It has been tried and it does work.

Vice Chairman Carmona agrees with Commissioner Gilman and is fully in support of the letter.

Chairman McBride said he is also in favor of this letter.

Mr. Osborne reviewed suggested amendments to the letter:

- Change the occupancy rate to 50% from 25% per the Governor’s suggestion;
- Regarding hotels and other over-night accommodations, add: “shall follow CDC recommendations”.
- In regards to “worship” – remove the word worship and let the Governor’s Office take that. He will treat this as it’s supposed to be.
- Add that this letter to be copied to the Nevada Association of Counties.

Public Comment:

Nicole Barde, Storey County resident: Asked about the timing for Phase 1 and Phase 2. What would need to be seen out of Phase 1 that would indicate Phase 2 was a go?

Mr. Osborne: The Governor is looking at cases across the State to make that determination.

Chairman McBride believes Storey County's Phase 1 would follow the Governor's Phase 1, the same with Phase 2, and so on.

Mr. Osborne said this letter would then defer to those Federal recommendations on what would happen in Phase 1, 2, and 3 to be an accelerated opening of businesses.

Ms. Barde: If the Governor's Phase 1 is more restrictive than what the County is asking for in its Phase 1 - is the County then asking for an exception?

Chair McBride: Yes, we would ask him to lift the restrictions on (the County) knowing that that probably wouldn't happen. He has indicated he knows all counties are different - but he's going to treat all counties alike.

Ms. Barde: What is the purpose of the letter if the understanding is the Governor is not going to give "dispensation" to the rurals?

Chair McBride: If you don't ask, you don't get.

Ms. Barde said she gets it. This is not a declaration of "here's what we're going to do". Just, "we will do what you ask - but here's what we're asking".

Chair McBride: Exactly.

Mr. Osborne explained it is noted in this letter, and the preceding letter, that rural counties are different than urban counties - like Clark County - and should be treated differently and be allowed to open as we recommend. We are asking the Governor to consider these elements presented while putting your plan together. As a rural county, we believe Phase 1 is an appropriate opening process- Phase 2 and Phase 3 as well - and (as stated) should be treated differently.

Sam Toll, Gold Hill resident questioned the letters posted on the website and asked about the technicality of one to be signed on behalf of the brothel. It seems the 15-page attachment doesn't serve any purpose other than to be an attachment to the letter.

Mr. Osborne: One attachment letter talks about fitness gyms - asking the Governor to consider fitness gyms in rural counties differently than larger jurisdictions. The letter references a plan submitted by the only gym in Storey County showing what that plan would look like. The other attachment referred to is a survey of Virginia City merchants talking about the issues of being forced to close - but SBA, unemployment, unemployment for independent contractors, other Federal and State resources - are not available to help. The survey shows the challenges in securing funds.

The brothel letter is a separate item. Mr. Osborne suggests that attachment be removed from the letter per this discussion. The other attachment is the first letter submitted by Chairman McBride to the Governor.

District Attorney Langer said that is right – she understands that all three Commissioners will be signing this letter. Commissioner Gilman is part of the brothel, so that (brothel) letter will not be sent as an attachment to this letter.

Motion: I, Jay Carmona, motion to approve a responsible and phased plan to the Nevada State Governor's Office for Covid 19 small business recovery in Virginia City in Storey County, with the noted modifications, **Action:** Approve, **Moved by:** Vice Chairman Carmona, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

Mr. Osborne said the second letter is similar to the one just approved – without the brothel component.

Commissioner Gilman recused himself from discussion and vote on this letter as he holds a pecuniary interest in the business that is the subject matter of this discussion.

Mr. Osborne: Brothels are a legal industry in Storey County and should be included as a small business. There is a difference: the brothel would not be allowed to open in Phase 1. There are ancillary uses including a restaurant and bar. A plan for re-opening Storey County should consider the restaurant and bar operation be treated similarly as like industries. The restaurant and bar provides meals for construction and factory workers in the north end of the County.

Phase 2 for brothels becomes incumbent on a comprehensive plan between the brothel owner, CDC guidelines, and the Governor's office on how to provide a safe opening. For example, the brothel would be allowed to open under severely limited occupancy and under no contact – there is discussion on what that means. CDC Guidelines and the Governor's office would be involved in this.

Phase 3 would be an extended amount of operation in accordance with the submitted plan. Donnie Gilman is available by phone to answer any questions.

Chairman McBride asked Sheriff Antinoro if he had any concerns.

Sheriff Antionoro said he has reviewed the letter and has nothing to add at this time. Concerns he had were addressed with the County Manager - they are later on in the phases. Concerns are not an issue as long as safety guidelines are followed.

Chairman Carmona had no comments or concerns and agrees that it is appropriate to address the brothel issue.

Donnie Gilman thanked the Board for taking this into consideration.

Mr. Osborne explained this letter will have the same amendments as the first letter.

Public Comment:

Sam Toll: Looking at the (agenda) packet he could not find a copy of this letter. Is there a second letter, or are you using the first letter with the brothel memorandum attached?

District Attorney Langer explained it is one letter. The first (version) will have all three Commissioners names; the second one will not include Commissioner Gilman. It is the exact same letter without Commissioner Gilman and with the brothel memorandum. All of the information is in the packet.

Mr. Osborne clarified: Strike all reference to brothel – that will be the first letter. The second will be exactly as written.

Mr. Toll said he is encouraged the Mustang will be able to re-open, getting people back to work. He is concerned with the brothel side of the business. The memorandum suggests there will be no physical contact between customer and independent contractor. What's the point if there can be no physical contact? The rest of the brothel business should not be hindered from reopening.

There was discussion between Chairman McBride and Mr. Toll about answering and/or not answering questions during public comment.

Jennifer Barnes, Storey County resident/Madam of Mustang Ranch: Explained “no contact”. Their industry is 60% communication – going out to dinner (with escort license), gambling. Currently these are not available, it will be different – an “out date”, such as cooking for them, making a VIP experience. There are a lot of people looking for companionship only – looking for conversation.

Nicole Barde: Asked if she will be able to go the hairdresser in town under Phase 2. Is this part of the plan – is this an essential business under Phase 1 or Phase 2?

Chairman McBride: Is that covered?

Mr. Osborne: Under White House guidelines, that industry is not covered under the special businesses. It can be added. If so, we are still on the same agenda item and this could be added to the first letter. If the Board approves, he has no objection as long as it follows the District Attorney's process.

Chairman McBride does not see any reason not to.

Commissioner Carmona supports this addition to the letter. We should do everything that can be done to get local business up and running.

District Attorney Langer suggested completing letter “B” (the second letter) then go back to the first letter to do the addition.

Chairman McBride called for additional public comment on the second letter.

Clay Mitchell: Under sub-section G, it says “take orders from the kitchen or bar would be allowed”. Under sub-section F, it says “customers would be provided with masks after passing screening test

and would be required to maintain their mask in proper position at all times". Does this allow for actually consuming food or drink – or is that assumed?

Mr. Osborne: Assumes this is the memorandum from Donnie Gilman.

Mr. Gilman: Believes this is for people closer than 6 feet apart – this is a precaution. If someone wants to eat on the patio, maintaining specific distance, masks can be taken off to have their meal.

Mr. Osborne read the amendments to the letter: all businesses, not just brothels, be 50% occupancy as opposed to the 25% occupancy, consistent with the Governor's recommendations. Hotels and living accommodations would defer to CDC guidelines for re-opening. Worship would be removed from the letter in order to defer to the Governor's office to handle that. Add NACO (Nevada Association of Counties) to be copied. Add hair and nail salons, with additional language to operate within CDC guidelines.

Motion: I, Jay Carmona, move to approve sending out of letter B, with the noted additions from County Manager Osborne, **Action:** Approve, **Moved by:** Vice Chairman Carmona, **Seconded by:** Chairman McBride, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=2)

Chairman McBride re-opened the "A" portion – the first letter. Commissioner Gilman joined the Board.

Motion: I, Jay Carmona, move to approve sending out of letter A, with the noted additions from County Manager Osborne, **Action:** Approve, **Moved by:** Vice Chairman Carmona, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

Public Comment:

Sam Toll commented about having Public Comment at the beginning and end of each meeting. Also, in response to a public records request, Martin Azevedo asked him about his public records request currently stuck at the District Attorney's office. He offered access to records that do not have any personal, confidential, or privileged information. This is the transparency that voters and citizens should expect. The stone-walling in the County Manager and District Attorney's offices is shameful. The County is claiming transparency – in fact, it is anything else. Most of the County takes seriously public access to records.

Chairman McBride adjourned the meeting at 11:15 AM.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 06/16/2020

Estimate of time required: 0 min

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

1. For possible action, approval of claims in the amount of \$1,366,997.31
2. **Recommended motion:** Approval of claims as submitted.
3. **Prepared by:** V Stephens

Department: Clerk/Treasurer

Telephone: 775 847-0969

4. **Staff summary:** Please find attached the claims

5. **Supporting materials:** Attached

6. **Fiscal impact:**

Funds Available: NA

Fund: NA

__NA__ Comptroller

7. **Legal review required:**

__NA__ District Attorney

8. **Reviewed by:**

____ Department Head

Department Name: Comptroller

____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 7I



Payroll Check Register

Report Summary

Pay Period: 5/11/2020-5/24/2020

Packet: PRPKT00724 - 2020-05-29 Payroll sl
Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	1	1,028.57
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	159	339,987.98
Total	160	341,016.55

Approved by the Storey County Board of Commissioners:

Chairman

Commissioner

Commissioner

Comptroller

Date

Treasurer

Date



Check Register

Packet: APPKT01936 - 2020-05-29 PR Payment sl

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
405456	Public Employees Retirement	05/29/2020	EFT	0.00	85,404.04	10108
300003	AFLAC	05/29/2020	Regular	0.00	1,217.08	99459
300008	AFSCME Union	05/29/2020	Regular	0.00	594.91	99460
405610	California State Disbursement Unit	05/29/2020	Regular	0.00	291.69	99461
300001	Colonial Life & Accident	05/29/2020	Regular	0.00	103.38	99462
300011	Nevada State Treasurer	05/29/2020	Regular	0.00	4.00	99463
103233	PUBLIC EMPLOY RETIREMENT SYSTEM	05/29/2020	Regular	0.00	46.66	99464
300010	State Collection & Disbursement Un	05/29/2020	Regular	0.00	197.70	99465
300006	Storey Co Fire Fighters Assoc	05/29/2020	Regular	0.00	1,250.00	99466
404639	VOYA RETIREMENT INS	05/29/2020	Regular	0.00	7,942.50	99467
300005	Washington National Ins	05/29/2020	Regular	0.00	518.99	99468

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	15	10	0.00	12,166.91
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	3	1	0.00	85,404.04
	18	11	0.00	97,570.95

Approved by the Storey County Board of Commissioners:

Chairman

Commissioner

Commissioner

Comptroller

Date

Treasurer

Date



Check Register

Packet: APPKT01937 - 2020-05-29 PERs 715 sl

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
405456	Public Employees Retirement	05/29/2020	EFT	0.00	36,096.68	10109

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
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	2	1	0.00	36,096.68
	2	1	0.00	36,096.68

Approved by the Storey County Board of Commissioners:

_____	_____	_____
Chairman	Commissioner	Commissioner
_____		_____
Comptroller		Date
_____		_____
Treasurer		Date



Check Register

Packet: APPKT01965 - 2020-06-05 AP Payments cw

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
404671	PORTER GROUP LLC	06/05/2020	EFT	0.00	6,000.00	10110
405020	ALL COMSTOCK LLC	06/05/2020	Regular	0.00	2,500.00	99469 void
100135	ALSCO INC	06/05/2020	Regular	0.00	71.49	99470
99690	APEX GRADING & PAVING	06/05/2020	Regular	0.00	30,764.10	99471
403651	ARC HEALTH AND WELLNESS	06/05/2020	Regular	0.00	320.00	99472
99663	AT&T MOBILITY II LLC	06/05/2020	Regular	0.00	91.76	99473
100422	BOB BARKER COMPANY INC	06/05/2020	Regular	0.00	157.33	99474
403671	BURRELL, SCOTT LEWIS	06/05/2020	Regular	0.00	24.00	99475
100476	BURTON'S FIRE INC	06/05/2020	Regular	0.00	63.60	99476
403259	CALIFORNIA INDUSTRIAL	06/05/2020	Regular	0.00	56.51	99477
403713	CAPITAL 1 EQUIP FINANCE	06/05/2020	Regular	0.00	20,040.00	99478
404500	CARSON DODGE CHRYSLER INC	06/05/2020	Regular	0.00	217.72	99479
404216	CARSON VALLEY OIL CO INC	06/05/2020	Regular	0.00	2,870.87	99480
403268	CELLCO PARTNERSHIP	06/05/2020	Regular	0.00	1,974.47	99481
	Void	06/05/2020	Regular	0.00	0.00	99482
405797	Central Nevada GIS and Cartography	06/05/2020	Regular	0.00	9,076.88	99483
403635	CENTRAL SANITARY SUPPLY	06/05/2020	Regular	0.00	65.68	99484
404991	CENTRAL SIERRA CONST INC	06/05/2020	Regular	0.00	2,020.00	99485
405235	CHARTWELL STAFFING SERV	06/05/2020	Regular	0.00	5,520.00	99486
405519	Cigna Health and Life Insurance Cor	06/05/2020	Regular	0.00	23,232.45	99487
100505	CITY OF CARSON TREASURER	06/05/2020	Regular	0.00	20.00	99488
405134	CMC TIRE INC	06/05/2020	Regular	0.00	1,728.56	99489
403990	COMSTOCK CEMETERY FOUNDAT	06/05/2020	Regular	0.00	168.00	99490
99652	COMSTOCK CHRONICLE (VC)	06/05/2020	Regular	0.00	3,009.00	99491
404747	CROSS FIRE EQUIPMENT & TRAININ	06/05/2020	Regular	0.00	1,460.00	99492
404466	DAIOHS USA INC	06/05/2020	Regular	0.00	464.25	99493
405833	Dalton, Lacy J	06/05/2020	Regular	0.00	250.00	99494
405910	Duke, Alicia	06/05/2020	Regular	0.00	6.42	99495
404547	ELLIOTT AUTO SUPPLY INC	06/05/2020	Regular	0.00	723.07	99496
403050	ENGLISH MAILING SERVICE	06/05/2020	Regular	0.00	831.00	99497
405484	Evident	06/05/2020	Regular	0.00	219.45	99498
403835	EWING IRRIGATION PRODUCTS, INC	06/05/2020	Regular	0.00	163.23	99499
404509	FASTENAL COMPANY	06/05/2020	Regular	0.00	1,131.76	99500
403975	FERRELLGAS LP	06/05/2020	Regular	0.00	205.55	99501
405264	FIDELITY SEC LIFE INS CO	06/05/2020	Regular	0.00	258.05	99502
405046	GLENN, PHILLIP	06/05/2020	Regular	0.00	621.00	99503
405784	Greene, Jeanne	06/05/2020	Regular	0.00	3,970.00	99504
404778	HAT, LTD	06/05/2020	Regular	0.00	2,728.32	99505
102983	HD SUPPLY FACIL MAINT LTD	06/05/2020	Regular	0.00	100.27	99506
403040	HENRY SCHEIN	06/05/2020	Regular	0.00	2,763.32	99507
405293	Highland Electric and Lighting LLC	06/05/2020	Regular	0.00	742.00	99508
102564	HYDRAULIC INDUSTRIAL SERV	06/05/2020	Regular	0.00	70.39	99509
100978	INTERSTATE OIL CO	06/05/2020	Regular	0.00	2,317.82	99510
405726	IT1 Consulting, LLC	06/05/2020	Regular	0.00	3,581.50	99511
403834	IT1 SOURCE LLC	06/05/2020	Regular	0.00	7,177.63	99512
103317	JBP LLC	06/05/2020	Regular	0.00	286.84	99513
405263	KANSAS CITY LIFE INS CO	06/05/2020	Regular	0.00	22.43	99514
101040	L N CURTIS & SONS	06/05/2020	Regular	0.00	303.99	99515
405517	Lakes Crossing Center-State of Neva	06/05/2020	Regular	0.00	700.00	99516
405908	Lark Lane Hospitality	06/05/2020	Regular	0.00	1,610.00	99517
405184	LAS VEGAS TACTICAL LLC.	06/05/2020	Regular	0.00	53.99	99518
404091	LEWIS, DEBORAH PRINCE	06/05/2020	Regular	0.00	290.00	99519
405402	Licata, Dante	06/05/2020	Regular	0.00	260.00	99520
404102	LIQUID BLUE EVENTS LLC	06/05/2020	Regular	0.00	3,586.67	99521

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
404102	LIQUID BLUE EVENTS LLC	06/05/2020	Regular	0.00	2,300.00	99522
405077	MACKAY MANSION	06/05/2020	Regular	0.00	26.00	99523
405307	McKechnie, Marla J.	06/05/2020	Regular	0.00	437.00	99524
403096	MONARCH DIRECT LLC	06/05/2020	Regular	0.00	1,540.00	99525
101226	NEV COMPTROLLER	06/05/2020	Regular	0.00	1,055.00	99526
403731	NEV DEPT OF PUBLIC SAFETY	06/05/2020	Regular	0.00	966.89	99527
103377	NEV DIV ENVIRONMENT PROTE	06/05/2020	Regular	0.00	2,214.00	99528
101026	NEV LEGISLATIVE COUNSEL	06/05/2020	Regular	0.00	626.26	99529
403632	NEVADA BLUE LTD (RNO)	06/05/2020	Regular	0.00	100.00	99530
101269	NEVADA LEGAL SERVICE INC	06/05/2020	Regular	0.00	614.00	99531
101362	Nextel of California	06/05/2020	Regular	0.00	174.09	99532
102890	NFPA	06/05/2020	Regular	0.00	175.00	99533
103404	NORTHERN NEVADA DEVE AUTH	06/05/2020	Regular	0.00	5,000.00	99534
102782	OFFICE DEPOT INC	06/05/2020	Regular	0.00	24.48	99535
405127	O'REILLY AUTO ENTERPRISES LLC	06/05/2020	Regular	0.00	54.36	99536
404556	OUTFRONT MEDIA LLC	06/05/2020	Regular	0.00	655.97	99537
405592	Outside Television, Inc.	06/05/2020	Regular	0.00	350.00	99538
403104	OVERHEAD DOOR COMPANY	06/05/2020	Regular	0.00	540.00	99539
405256	PIPER'S OPERA HOUSE	06/05/2020	Regular	0.00	2.00	99540
101435	PITNEY BOWES GLOBAL (LEA)	06/05/2020	Regular	0.00	165.12	99541
404313	POWERS, IRVING	06/05/2020	Regular	0.00	146.27	99542
403329	PROTECTION DEVICES INC	06/05/2020	Regular	0.00	15,598.85	99543
103306	PURCHASE POWER	06/05/2020	Regular	0.00	1,900.00	99544
404398	RAD STRATEGIES INC	06/05/2020	Regular	0.00	7,525.00	99545
404134	RAPID SPACE LLC	06/05/2020	Regular	0.00	957.58	99546
402937	RAY MORGAN CO INC (CA)	06/05/2020	Regular	0.00	964.49	99547
405777	Reno Brake, Inc	06/05/2020	Regular	0.00	606.17	99548
403816	RENO DEALERSHIP GROUP LLC	06/05/2020	Regular	0.00	33,501.25	99549
10026	RUPPCO INC	06/05/2020	Regular	0.00	184.00	99550
405081	SHERMARK DISTRIBUTORS INC	06/05/2020	Regular	0.00	504.00	99551
101630	SIERRA PACIFIC POWER CO	06/05/2020	Regular	0.00	9,784.80	99552
	Void	06/05/2020	Regular	0.00	0.00	99553
405804	Silvercreek Tire LLC	06/05/2020	Regular	0.00	72.09	99554
404965	SIMONS, JAMES	06/05/2020	Regular	0.00	400.00	99555
403234	SPALLONE, DOMINIC J III	06/05/2020	Regular	0.00	447.62	99556
400960	SPELTZ, JASON	06/05/2020	Regular	0.00	300.00	99557
101717	ST CO SCHOOL DISTRICT	06/05/2020	Regular	0.00	568,946.79	99558
101726	ST CO SENIOR CENTER(VC)	06/05/2020	Regular	0.00	2,707.25	99559
101745	ST CO WATER SYSTEM	06/05/2020	Regular	0.00	3,958.42	99560
101745	ST CO WATER SYSTEM	06/05/2020	Regular	0.00	136.66	99561
405475	Staples Contract & Commercial, Inc	06/05/2020	Regular	0.00	157.77	99562
404871	STAR2STAR COMMUNICATIONS, LLC	06/05/2020	Regular	0.00	2,427.88	99563
405425	Storey County Sheriff	06/05/2020	Regular	0.00	175.00	99564
405802	Sullivan, Patrick	06/05/2020	Regular	0.00	122.00	99565
403892	SUN PEAK ENTERPRISES	06/05/2020	Regular	0.00	94.00	99566
405244	SUTTON HAGUE LAW CORP	06/05/2020	Regular	0.00	2,340.00	99567
405909	Thurston, Jill	06/05/2020	Regular	0.00	56.32	99568
403225	TRI GENERAL IMPROVEMENT	06/05/2020	Regular	0.00	1,226.68	99569
102195	ULINE	06/05/2020	Regular	0.00	194.29	99570
101845	US POSTOFFICE (VC)	06/05/2020	Regular	0.00	76.00	99571
101845	US POSTOFFICE (VC)	06/05/2020	Regular	0.00	200.00	99572
404828	V & T ROCK, INC	06/05/2020	Regular	0.00	841.64	99573
405735	VC Tours LLC	06/05/2020	Regular	0.00	35.00	99574
405729	Veriteque USA, Inc	06/05/2020	Regular	0.00	258.00	99575
101890	WASHOE CO CORONER	06/05/2020	Regular	0.00	2,690.00	99576
405574	Washoe County Forensic Science Div	06/05/2020	Regular	0.00	198.00	99577
103080	WATERS SEPTIC TANK SV DBA	06/05/2020	Regular	0.00	740.00	99578
103237	WESTERN ENVIRONMENTAL LAB	06/05/2020	Regular	0.00	169.55	99579
101920	WESTERN NEVADA SUPPLY CO	06/05/2020	Regular	0.00	170.12	99580
405907	Yops, Diane	06/05/2020	Regular	0.00	56.32	99581

Check Register

Packet: APPKT01965-2020-06-05 AP Payments cw

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
404295	WELLS ONE COMMERCIAL CARD	06/05/2020	Bank Draft	0.00	31,435.10	DFT0000534

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	173	111	0.00	818,781.35
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	19	1	0.00	31,435.10
EFT's	1	1	0.00	6,000.00
	193	115	0.00	856,216.45

Approved by the Storey County Board of Commissioners:

_____ Chairman	_____ Commissioner	_____ Commissioner
_____ Comptroller	_____ Date	
_____ Treasurer	_____ Date	

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	6/2020	856,216.45
			<u>856,216.45</u>

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	5/2020	36,096.68
			<u>36,096.68</u>



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 06-16-2020

Estimate of time required: 0 - 5

Agenda: Consent ☒ 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:** Ashley Mead

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 Commissioner's meeting for approval.

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

6. **Fiscal impact:**

Funds Available:

Fund:

____ Comptroller

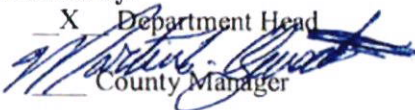
7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

☒ Department Head

Department Name: Community Development


____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. 7 II

Storey County Community Development

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



(775) 847-0966 ~ Fax (775) 847-0935
CommunityDevelopment@storeycounty.org

To: Vanessa Stephens, Clerk's office
Austin Osborne, County Manager

June 8, 2020
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **June 16, 2020**

COMMISSIONERS Consent Agenda:

LICENSING BOARD FIRST READINGS:

- A. Elite Hardscapes LLC** – Contractor / 35 Eagle Claw Ct. ~ Reno, NV
- B. LA Rebuilds** – Home Business / 4680 Hanaupah Rd ~ Reno, NV
- C. Reno Heating & Air Inc.** – Contractor / 899 Marietta Way ~ Sparks, NV
- D. Silver State Heating and Air** – Contractor / 80 Coney Island Dr. ~ Sparks, NV
- E. United Technology Services Group Inc** – Home Business / 355 Mill St. ~ Virginia City, NV

Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 06/16/2020

Estimate of time required: 0-5 min.

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

1. **Title:** For possible action, approval of additional regular commission meeting on June 17, 2020 at 4:00pm for the purpose of canvassing the June 9, 2020 Primary Election results in and for Storey County, Nevada.

2. **Recommended motion:** Approve as part of the Consent Agenda.

3. **Prepared by:** Vanessa Stephens

Department: Clerk & Treasurer

Telephone: 775-847-0969

4. **Staff summary:** NRS requires that the election results be canvassed within 10 days of the election. Due to same day voter registration and mail ballot deadlines this cannot be done earlier than 5:00pm on June 16, 2020.

5. **Supporting materials:** Summary of the vote will be provided on June 17, 2020

6. **Fiscal impact:**

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

____ Department Head

Department Name: Commissioner's Office

____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. 7 III

07/21/2020
7



Nevada Public Agency Insurance Pool
201 S. Roop Street, Suite 102
Carson City, NV 89701-4779
Toll Free Phone (877) 883-7665
Telephone (775) 885-7475
Facsimile (775) 883-7398

MEMORANDUM

DATE: May 21, 2020 **Sent VIA E-Mail**
TO: Clerk's Office
Storey Co.
FROM: Wayne Carlson, MBA, CPCU, ARM
Executive Director
RE: POOL Renewal Proposal Presentation

We are planning our June renewal presentation schedule and would appreciate your scheduling the following item on your **JUNE** agenda. Stephen Romero, Marshall Smith, Mike Rebaleati, Alan Kalt or I will present the renewal in conjunction with your local agent. Due to multiple board meetings on some days, scheduling us at or near the requested time will facilitate travel between meeting locations. **If your meeting will be held virtually please send us the meeting information and time slot.** Your cooperation is appreciated.

DATE: 6/16/2020 at 10:00:00 AM

The requested item should be listed as an action item and worded similar to the following:

Action Item: Acceptance of renewal proposal from Nevada Public Agency Insurance Pool (POOL) and approval for payment from fiscal year 2020 - 2021 funds.

Please confirm the meeting date and time by emailing your response to zariahanses@poolpact.com. **I need a response as soon as possible.** Because renewal program presentation materials are still being prepared, your board packet information may be delayed. We appreciate your understanding and will get them to you as soon as we can. If you should have any questions feel free to call our office. Thanks for your assistance.

E-Mail to zariahanses@poolpact.com

RE: Board Meeting Schedule

- ☐ The item will be placed on the agenda as requested
- ☐ Please note these changes: _____
- _____
- _____
- _____



Storey County Board of County Commissioners Agenda Action Report

Meeting date: June 16, 2020

Estimate of time required: 10 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title: Discussion/For Possible Action:** Approval of a contract with Desert West Builders to provide and erect a 30' x 42' metal building at Fire Station 72 in the Highlands for the purpose of storing fire apparatus in the amount of \$61,974.99. This building will facilitate conversion of an existing apparatus bay to a Highlands Community Center.

2. **Recommended motion:** I [commissioner] move to authorize the County Manager to execute a contract with Desert West Builders to provide and erect a 30' x 42' metal building at Fire Station 72 in the Highlands, for the purpose of storing fire apparatus, in the amount of \$61,974.99. This building will facilitate conversion of an existing apparatus bay to a Highlands Community Center.

3. **Prepared by:** M Northan

4. **Department:** Public Works

Telephone: (775) 335 6991

5. **Staff summary:** A necessary building to store fire trucks and apparatus that must be maintained above freezing temperatures.

6. **Supporting materials:** Attached specifications and purchase/construction contract

7. **Fiscal impact:**

Funds Available:

Fund:

____ Comptroller

8. **Legal review required:**

____ District Attorney

9. **Reviewed by:**

____ Department Head

Department Name:

____@____ County Manager

Other agency review: _____

10. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No.

12



DESERT WEST BUILDERS

www.desertwestbuilder.com

PO Box 16 - Verdi Nevada,
89439
Phone: 775-737-0400
Mobile: 207-576-4323

Contract # 10479

Seller Information

Seller

Name: Art Dalton
Company: Desert West Builders
Address: PO Box 16 Verdi, NV 8943
County: Washoe
Phone: 775-737-0400

Email: art@desertwestbuilder.co

Credit Information

Contact: Art Dalton.
Credit Terms: Established Terms
Tax Exempt Status: Exempt
Tax Exempt ID:

Drawings and Documentation

Qty	Type	Purpose	Seal	Ship To
3	Letter of certification	Construction	Sealed	Shipping Contact
3	Anchor Rod Plans	Construction	Sealed	Shipping Contact
3	Erection Drawings	Construction	Sealed	Shipping Contact
1	Anchor Rod Plans	Construction	Sealed	Buyer
1	Erection Drawings	Construction	Sealed	Buyer
1	Letter of Certification	Construction	Sealed	Buyer

Requested Mailing Dates

Anchor Rod Permit

Send via Express Delivery: Yes

Owner Information

Name: Story County
Company:
Street: 100 Toll Rd
City/State: Virginia City, NV 89440
County: Storey
Phone: 775-335-6991
Email: mnorthan@storeycounty.org

Jobsite Information

Price Status: For Permit
Address: 2610 Cartwright Road
Address: Reno, NV 89521
County: Storey
Outside City Limits: Yes

General Information

Project Name: Storey County - Fire house

Shipping Information

Ship To: FOB plant with Freight allowed to jobsite
Address: 2610 Cartwright Road, Reno, NV 89521
County: Storey
Phone: 775-335-6991
Contact: Michael Northan

Design Code & Loads

Project Use Category Design Code: 3A - Commercial - Retail Store
IBC-2018:

Live / Wind:

Roof Live Load: 30psf
Trib. Area Reduction A: No
Wind Speed: 110

Wind Exposure: C
Hurricane Coastline: No
Rain Intensity: 2.1 in/hr.

Snow Load:
Ground Snow: 50psf
Min. Roof Snow Load: 40psf
Level:

Code Calculated Flat Roof Snow: 35.0psf
Percentage of Snow Load: 0.000

Seismic:

Spectral Response (Ss): 150.000
Spectral Response (S1): 55.150

Snow Exposure: Partially Exposed
Elevation Above Sea: 5,787.000

Site Class / Soil Type: (D) Stiff Soil

Building Information			
----------------------	--	--	--

Name	Story County – Fire house	Type	Single Slope
Frame Type	Clear Span	Building Primer	Red Oxide

Loads, Wind Enclosure, Deflections & Side Sway			
--	--	--	--

Occupancy Category	II – Normal	Thermal Condition	All Others
Enclosure			Calculated

Are all Framed Openings enclosed with materials designed to resist the building wind load	Yes
Are all Open Areas enclosed with materials designed to resist building wind load	Yes

Open Building Condition	No		
Ceiling Load	3 psf	Sprinkler Load	No
Other Loads	3 psf	Brittle Finish/Dryvit	No
Plaster/Sheetrock Ceiling	No		

Deflections:			
End Wall Column	120	Wind Framing (Wind)	60.000
Endwall Rafter (Live)	180	Wind Framing (Seismic)	50.000
Endwall Rafter (Wind)	180	Partition Column	90.000
Roof Purlin (Live)	180	Partition Girt	90.000
Roof Purlin (Wind)	180	Partition Panel	90.000
Wall Girts	90	Extension Beam (Live)	180.000
Wall Panel	60	Extension Beam Wind	180.000
Roof Panel (Live)	60	Extension Purlin (Live)	120.000
Roof Panel (Wind)	60	Extension Purlin (Wind)	180.000
Main Frame (Horizontal)	60	Facade/Mansard Arm	120.000
Main Frame (Vertical)	180	Facade/Mansard Pane	90.000
Main Frame (Seismic)	50	Facade/Mansard Girt	90.000
Main Frame (Crane)	100		

Topography - Escarpments	
--------------------------	--

Does the building lie on the upper half of a hill, ridge, or escarpment?	No
Is this hill, ridge or escarpment unobstructed in any direction by another similar topographic feature with a height of 100 times its height or 2 miles, whichever is less.	No
Is the hill ridge or escarpment at least twice as tall as any other topographic features within 2 miles?	No
Does the average slope on the top half of the hill ridge or escarpment equal or exceed 20% (11.3°)?	No
Is the height of the hill, ridge or escarpment equal to or greater than 15 ft for Exposure C or D, or 60 ft for Exposure B?	No

Geometry, Sidewalls & End wall			
--------------------------------	--	--	--

Width	30 ft-0"	Length	42'-2"
Eave Height SWA	15 ft-0 in	Eave Height SWC	12'-0"
Girts	Optimized Bypass	Roof Slope	1.2 :12
		Distance to Ridge	30 ft-0"
		Girts	Optimized bypass
Surface	EWB	Surface	EWD
Type	Bearing Frame	Type	Bearing Frame
Girts	Optimize Flush	Girts	Optimize Flush
Setback	Standard	Setback	Standard
Purlins	Optimized Bypass		

Bracing			
Surface	Bay	Bracing Type	Bracing Tiers
Roof	2	Rod	1
SWA	2	Rod	1
SWC	2	Rod	1
EWB	1	Rod	1
EWD	2	Rod	1

Spacings			
Bay Spacing (EWB to EWD)	16'-1", 10'-0", 16'-1"	EWB Girt Location	Optimized
EWB Column Spacing	2@15'-0"	EWD Girt Location	Optimized
EWD Column Spacing	2@15'-0"	Purlin Spacing	Optimized
SWA Girt Locations	Optimized		
SWC Girt Locations	Optimized		

Frame Groups :: 1	
Frame Lines	2,3
SWA:	
Column Type	Optimal (Tapered Allowed)
Exterior Column Elevation	0'-0"
SWC:	
Column Type	Optimal (Tapered Allowed)
Exterior Column Elevation	0'-0"

Roof Panel			
Type	PBR	Fastener Information	
Gauge/Thickness	26 GA.	Type	Self-Drilling
Color	200-TBD	Head Finish	Long-Life
		Length	2"

Wall Panel			
Type	PBR	Type	Self-Drilling
Gauge/Thickness	26 GA.	Head Finish	Standard
Color	200-TBD	Length	1-1/2"

Trim			
Trim Style	Classic	Surface:	SWC
		Type	Simple Trim
Surface:	SWA	Downspout Quantity	N/A
Type	Simple Trim	Northern/Ice Gutter	N/A
Downspout Quantity	N/A		
Northern/Ice Gutter	N/A	Surface:	EWD
Surface:	EWB	Type	Rake Trim
Type	Rake Trim	Base Flashing	N/A
Eave	200-TBD	Form Based Trim	200-Burnished Slate
Corner	200TBD		
Gutters	N/A		
Downspouts	N/A		
Rake Trim	200-TBD		

Accessories	
-------------	--

Over Head Doors #1&2			
Wind Certified	Yes	Hoo	No
Insulated	Yes	Operator	1/2 HP Electric
Series	5250 Series Wind-Certified, Insulated	Ope	Remote Control
Size	12' x 12'	Ren	Located in Liner
Lock	Inside	Loc	Surface
Door Color	Polar White	Bay	3
		Surf	Offset
		Bay	Trim Color

Insulation :: 1

Surface	EWB	Starter Roll Width	4'-0"
Insulation Type	Blanket	Roll Width	6'-0"
Facing	WMP-VR-R	Roll Length	N/A
Thickness	2 @ 3"	Include Patching Tape	Yes
	3 1/2" (R11)		

Insulation :: 2

Surface	EWD	Starter Roll Width	4'-0"
Insulation Type	Blanket	Roll Width	6'-0"
Facing	WMP-VR-R	Roll Length	N/A
Thickness	2 @ 3"	Include Patching Tape	Yes
	3 1/2" (R 11)		

Insulation :: 3

Surface	Roof	Starter Roll Width	4'-0"
Insulation Type	Blanket	Roll Width	6'-0"
Facing	WMP-VR-R	Roll Length	N/A
Thickness	2 @ 3"	Include Patching Tap	Yes
	6" (R 19)		

Insulation :: 4

Surface	SWA	Starter Roll Width	4'-0"
Insulation Type	Blanket	Roll Width	6'-0"
Facing	WMP-VR-R	Roll Length	N/A
Thickness	2 @ 3"	Include Patching Tape	Yes
	3 1/2" (R 11)		

Insulation :: 5

Surface	SWC	Starter Roll Width	4'-0"
Insulation Type	Blanket	Roll Width	6'-0"
Facing	WMP-VR-R	Roll Length	N/A
Thickness	2 @ 3"	Include Patching Tape	Yes
	3 1/2" (R 11)		

Window :: None

Quantity		Include Framed	
Size		Opening Field Located	
Frame		Surface	
Clear		Bay Number	
Insulated		Offset	
Located in Liner		Sill Height	

Walk Door :: 1

Quantity	1	Closer	No
Size	3070	Kick Plate	No
Type	Knock Down	Latch Guard	No
Lockset	Mortise Lever Lock	ADA Compliant	No
Active Leaves	One - left	Trim Color	200-TBD
Style	M - Solid	Located in Liner	No
Glazing	N/A	Include Framed Opening	No
Swing Direction	Left	Field Located	Yes
Wind Rated	Yes	Surface	EWB
Insulated	Yes	Bay Number	2
Keyed Alike	No	Offset	10'
		Sill Height	0'

Construction Contract

This agreement is made by Desert West Builders LLC (Contractor) and Storey County (Owner) on the date written beside our signatures.

Contractor

Desert West Builders LLC
2100 Garson Rd,
PO Box 16
Verdi, Nevada 89439
Work Phone Number: 775-737-0400
Cell Phone Number: 207-576-4323
Email Address: art@desertwestbuild.com
Desert West Builders LLC is operating as a limited liability company in the state of Nevada.
Desert West Builders LLC will be referred to as Desert West throughout this agreement.

Owner

Storey County
100 Toll Rd
Virginia City, Nevada 89440
Day Phone Number: 775-847-0958
Cell Phone Number: 775-335-6991
Fax Number: 775-847-0947
Email Address: mnorthan@storeycounty.org
Storey County is operating as a government agency in the state of Nevada.
Storey County will be referred to as Owner throughout this agreement.

Owner authorizes Desert West to request a consumer credit report on Owner from a consumer credit reporting agency operating compliance with the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. Information on that credit report will be kept confidential.

Owner's Representative

Owner will be represented by Michael Northan (Owner's Representative) as described in this agreement.

Michael Northan
100 Toll Rd.
Virginia City, Nevada 89440
Day Phone Number: 775-847-0958
Cell Phone Number: 775-335-6991
Email Address: mnorthan@storeycounty.org
Michael Northan will be referred to as Owner's Representative throughout this agreement. Nothing in this contract should be interpreted as giving Owner's Representative the authority to obligate Owner to pay any amount to a third party or perform any act for a third party or waive any obligation due a third party.

The Construction Site

2610 Cartwright Rd
Reno, Nevada 89511

Project Description

- A. For a price identified below, Desert West agrees to complete for Owner the Work identified in this agreement as the Storey County - Fire House.

Contract Price

- A. In addition to any other charges specified in this agreement, Owner agrees to pay Desert West \$61,974.99 for completing the Work described as the Storey County - Fire House.

Payment per Unit of Work

- A. In addition to other charges specified in this agreement, Owner agrees to pay Desert West the following:
1. \$22,849.11 When Concrete slab is completed and ready for metal building.
 2. \$26,271.00 Upon delivery of Metal Building.
 3. \$12,854.88 Upon Completion of Project.

Construction Contract

Finance Charge

- A. This contract includes a finance charge of \$0.00.

Scheduled Start of Construction

- A. Work under this agreement will begin when convenient for both Owner and Desert West.

Documents Incorporated

- A. This agreement incorporates by reference certain documents which define and describe the Work to be done. The following documents are incorporated as though included in full as part of this agreement.

1. **Plans**

2. **Specifications**

Specifications dated 5/25/2020.

Consisting of 9 sheet(s).

Prepared by Desert West.

3. **Proposal (Estimate or Bid)**

Proposal (Estimate or Bid) dated 6/2/2020.

For the amount of \$61,974.99.

Entitled New Metal Building, 2610 Cartwright Rd, Reno NV.

Other Contract Documents notwithstanding, the proposal by Desert West dated 6/2/2020 defines Work to be completed under this agreement. Anything not included in the proposal dated 6/2/2020 is not included in this agreement and is not part of the Work. Desert West will be entitled to a Change Order and additional compensation for anything in any Plans or Specifications or anything required by Law or ordinance that is not identified in the proposal dated 6/2/2020.

Plans on Site

- B. Desert West will keep a full set of Project Plans available on-site to authorized personnel during the period of construction.

Documents Supplied to Contractor

- C. Desert West will furnish to Owner at no cost:

1. 3 full sets of Plans and Specifications for all trades, on paper.
2. Desert West will distribute Contract Documents as required by Subcontractors.

Scope of Work

- A. The intent of this contract is to provide for the construction, complete in every detail, of the Work described in or reasonably inferred from the Contract Documents, at the Contract Price and within the time established in the schedule. Desert West has the duty to determine the means, methods, techniques, sequences and procedures required to complete the Storey County - Fire House as described and inferred.
- B. Except for materials expressly designated otherwise in the Contract Documents, Desert West warrants that all materials and equipment furnished under this contract shall be of good quality and new.
- C. Desert West is responsible for coordination of the various trades and deliveries of equipment, materials and supplies to minimize interference which could delay the Work or pose a hazard to life or property. Desert West shall be responsible for allocation of tasks between trades and will be the final authority on location and routing of equipment and storage of materials on the Job Site.
- D. Desert West will ensure that Subcontractors, their agents, and employees adhere to these Contract Documents. Desert West accepts responsibility for all Work performed under this contract, including Work performed by employees of Subcontractors. Desert West will settle disputes among Subcontractors and between Desert West and Subcontractors so that disagreements do not delay completion of the Work or affect quality of the Work.
- E. Desert West shall make a best effort to adopt and implement policies and practices designed to minimize Work stoppages, slowdowns, disputes or strikes. Except as may be specifically provided elsewhere in this or a separate agreement, Desert West is not liable to Owner for damages suffered by Owner as a result of Work stoppages, slowdowns, disputes or strikes. Desert West shall allocate labor tasks among the various trades in accordance with local custom, rules, jurisdictional awards, regulations, and decisions, regardless of any classification by the Contract Documents.

Job Site Safety

Construction Contract

- A. Desert West will at all times take all reasonable precautions for the safety of employees and the public at the Job Site and will comply with all applicable safety laws and regulations of federal, state, and local authorities (including building codes) and safety Requirements of Owner.

Protection of People and Property

Safety Standards

1. Desert West will ensure that construction areas, aisles, stairs, ramps, runways, corridors, offices, shops, and storage areas where Work is in progress are lighted with either natural or artificial illumination not less than the minimums set in Table D-3 of Code of Federal Regulation ? 1926.56.
2. Desert West will not permit employees, employees of subcontractors, vendors or the general public to use any walking surface which lacks the structural integrity to support foot traffic. Every working surface or leading edge 6 feet (1.8 m) or more above a lower level will be protected with a guardrail, safety net, or personal fall arrest system. Exception: If Desert West can demonstrate that it is infeasible or creates a greater hazard to use a guardrail, safety net or personal fall arrest system, Desert West may substitute a fall protection plan which meets the Requirements of paragraph (k) of Section 1926.502, 29 Code of Federal Regulations.
3. Where a walking or working surface is adjacent to a hole or opening 6 feet (1.8 m) or more above a lower level (such as a skylight), Desert West will either install a cover or guardrail around the perimeter of the hole or require construction personnel to use a personal fall arrest system.
4. Desert West shall ensure that all workers and visitors on the Job Site wear safety hard hats and obey all safety rules and regulations. Desert West shall post a sign in a conspicuous location indicating that safety hard hats are required on-site and shall loan such hats to visitors, as may be required.

Fire Protection

1. Desert West shall ensure that all construction personnel take precautions to eliminate fire hazards and prevent fire damage on the Job Site.
2. Desert West shall maintain during construction an appropriate number of fire extinguishers. Fire extinguishers shall be in good working order, conveniently located, clearly visible and readily accessible for proper protection of the Work. Fire extinguishers shall be an approved type, equivalent to 2-1/2 gallon water-pressurized, and appropriate for the likely hazards. In areas with flammable liquid, asphalt, or electrical hazards, fire extinguishers shall be equivalent to the carbon dioxide type or dry chemical type. During freezing weather, extinguishers shall be enclosed in heated cabinets or be of an antifreeze type.
3. No open fires of any kind will be allowed on the Job Site during the course of construction without explicit permission of Owner. Desert West shall consult with Owner before bringing any roofing tar kettle on the Job Site and before conducting any Work that requires welding or flame cutting.
4. Desert West shall ensure that no vehicles, materials, or equipment obstruct fire lanes or aisles unless alternate routing is provided which preserves good access for firefighting trucks and equipment.

Protection of Existing Work

1. Desert West will avoid using for construction operations any planting area which is designated to remain after completion of Construction. Driving of vehicles on landscaped areas is prohibited without approval of Owner. When use of landscaped area is required during the construction period, Desert West shall remove, store, tend and replant all trees, shrubs, and lawn area that interfere with construction operations. If removal and replacement is impractical, Desert West may trim, prune, tie back, cover and protect trees and shrubs during the period of construction. Trees, shrubs and lawn area on the Job Site which do not survive the construction period will be replaced by Desert West at no cost to Owner, prior to Substantial Completion. Desert West shall not use the area under the drip line of trees for storage of construction materials, equipment, trailers or vehicles.
2. Owner will prepare the area adjacent to surfaces to be painted by cutting back shrubs and trees to provide clearance between each shrub or tree and the surface to be painted. Desert West will cover and tie back all shrubs and trees that may be affected by painting of adjacent surfaces.
3. If Desert West parks trailers or equipment on existing parking lots or pavements, wheels and dollies shall be set on plywood pads or blocking large enough to prevent damage to the paved surface. Material stored on new or existing pavements shall be placed on blocking and raised adequately so as not to block surface drainage.
4. Desert West shall restore to the same condition as before Work started all streets, drives, sidewalks, walls, lights, signs, fences, poles and building components disturbed or damaged by Desert West or Subcontractors during construction.

**Construction Contract
Protection of New Work**

1. Desert West shall protect installed materials during the construction period so finished surfaces (such as plumbing fixtures, woodwork, trim, walls, floors, ceilings and counters) show no signs of damage or deterioration at the time of Substantial Completion. Except as otherwise provided in the Contract Documents, all Work shall be thoroughly cleaned and in a "like new" condition at the time of Substantial Completion. This includes dusting, window cleaning, floor cleaning, and removing grime and stains from finished surfaces.
2. During the period of construction, Desert West will provide protection against the weather to prevent damage to building and materials from rain, wind, snow and ice.
3. Desert West will not permit any load to be applied or forces to be introduced on any part of the Job Site that may cause damage to the Work or endanger the safety of persons on or near the Job Site.

Compliance with Law

- A. Desert West and Owner mutually commit to use reasonable care to meet the Requirements of state, federal and local Law when discharging their responsibilities under this agreement.
- B. If Desert West observes that Drawings, Specifications, or other Contract Documents do not comply with applicable Law, Desert West shall promptly notify Owner or Owner's Representative of the variance. Any changes made to the Contract Documents as a result of this notice shall be handled in the form of a Change Order under this agreement.
- C. Desert West shall bear all cost of correcting Work that does not comply with Law if Desert West knows or reasonably should have known that Plans or Contract Documents are Defective, and Desert West fails to give notice of that Defect to Owner or Owner's Representative.
- D. Desert West shall bear none of the cost of correcting Work completed according to Contract Documents but not in compliance with Law if Desert West did not know that Contract Documents or instructions from Owner or Owner's Representative did not comply with the Law.
- E. If Law enacted after the Contract Date changes the Scope of Work under this agreement, Desert West and Owner will execute a Change Order adjusting the Contract Price and Contract Time to accommodate the change in the Scope of Work.
- F. Except as required by Law, Owner is not responsible for any breach of Law by Desert West. Except as required by Law, Desert West is not responsible for any breach of Law by Owner.

Permits and Fees

- A. Owner shall secure all permits and licenses required by government authority to complete the Storey County - Fire House. Desert West shall assist Owner in responding to requests for information from the permit-issuing authority. Owner shall provide Desert West with a copy of all permits, licenses and renewals issued by government authority for the Storey County - Fire House.
- B. Owner will pay the building permit fee, Plan check fee, and charges levied by government for testing, Inspection and Re-Inspection of the Storey County - Fire House.
- C. Except as provided elsewhere in this agreement, Owner will pay all fees and application charges imposed by government authority, including, but not limited to, grading permit fees, drainage permit fees, traffic control charges, thoroughfare charges, impact fees, special district fees, sewer fees, water fees, planning fees, school fees, elevator permit fees, charges for temporary access or use of the public right of way, and charges for document processing, hearings, and certifications. Owner will also pay all fees and application charges imposed by any association of property owners having authority over the Job Site.
- D. Except as provided elsewhere in this agreement, Owner will pay all application fees and connection charges imposed by utility companies or government agencies for bringing service to the Job Site, and for connecting gas, water, electricity, phone, cable, sewer, and drainage lines.
- E. Except as provided elsewhere in this agreement, Owner will secure all approvals for the Storey County - Fire House that are required by government authority, including planning, easements, remediation, environmental, and zoning approvals.

Taxes

- A. Except as provided otherwise in this agreement, Desert West shall pay all federal, state, county, and municipal sales, use, consumer, gross receipts, and excise taxes which are levied or become payable as a result of completing the Work. Owner will pay all tax on materials furnished by Owner and all property taxes levied on the land which comprises the Job Site.
- B. Desert West shall remit when due all federal, state and local withholding tax and payroll tax on employee wages, premiums for unemployment and workers' compensation insurance, and retirement contributions.

Construction Contract

C. If any federal, state or local tax rate increases or if any new federal, state or local tax is imposed, whether by Law, regulation, or interpretation, between the Contract Date and Substantial Completion, the Contract Price shall be increased by the additional tax levied on Desert West, but only to the extent that the change in rate or new tax could not have been reasonably foreseen on the Contract Date.

Temporary Utilities

A. Owner shall permit Desert West to use utility services, including water, electric power, heating and cooling, without charge, as required to complete the Work. Desert West shall provide all required connections to these services in a safe manner and in accord with applicable codes. Desert West shall ensure that utility services furnished by Owner are not wasted. Before Final Completion, Desert West will remove all temporary connections and return the existing water, electric, heating and cooling systems to a condition at least as serviceable as prior to the Date of Commencement. Use by Desert West of water and electricity provided by Owner constitutes a release by Desert West of all Claims and of all liability to Owner for damages which may result from power and water outages or voltage variations.

B. Owner shall provide, at no cost to Desert West, adequate parking for construction personnel during the period of construction.

C. If Desert West elects to put the permanent HVAC system into use, in whole or in part, Desert West shall protect and maintain the HVAC system and pay for the cost of operation. Use of the permanent HVAC system by Desert West shall not constitute acceptance of the system by Owner, nor shall it reduce the HVAC warranty period to which Owner is entitled. If necessary, Desert West shall provide the manufacturer's extended warranty to cover use of the HVAC system by Desert West prior to the date of Substantial Completion. Cost of the extended warranty shall be paid by Desert West.

D. Anything to the contrary in this contract notwithstanding, Owner will provide, at no cost to Desert West, 110 volt electrical power from the existing distribution system on the Job Site for hand-held portable power tools. Desert West will not use the existing electric power system for welding machines or other electrical equipment with heavy power Requirements.

E. Desert West shall provide the temporary electric lighting necessary for safe completion of Work by all trades and Subcontractors.

Permanent Utilities

A. Owner shall secure and pay for Installation, connection, and modification of permanent electric, water, phone, cable, sewer and gas service as required for the completed Project.

Job Cleanup

A. Desert West shall regularly remove from the Job Site and storage areas all surplus material, waste and debris resulting from the Work. Construction debris shall be removed to a legal refuse collection site with disposal or recycling fees paid by Desert West. At completion of the Work, Desert West shall, in addition, remove from the Job Site all tools, equipment and scaffolding brought to the Job Site by Desert West or Subcontractors. At Substantial Completion, exposed finishes of windows, doors, floors, walls, ceilings, fixtures and trim shall be cleaned and free of grime, stains, over spray, dirt and dust.

Project Sign

A. Owner grants to Desert West the right to display a small sign (2' x 3' maximum) listing the company name, address, logotype, phone number, and website address of Desert West.

Employee Relations

A. Desert West is responsible for performance of all construction crews, including employees of Subcontractors, and shall enforce strict discipline and good order on the Job Site.

B. Desert West will enforce the following rules on the Job Site: (1) Anyone found in possession of a firearm will be directed to leave immediately and will not be allowed to return, (2) Possession, sale, or distribution of alcohol or illicit drugs is prohibited. Anyone under the influence of alcohol or illicit drugs will be directed to leave immediately, (3) Desert West will certify that personnel on the Job Site have consented to submit to drug and alcohol screening and testing including pre-employment, for cause, periodic or random tests, and (4) Entry on the Job Site shall constitute consent to Inspection of an employee's person, vehicle, and personal effects by Desert West, Owner, or other authority. Any employee who is found in violation of these Job Site rules or who refuses to permit Inspection shall be barred from the Job Site at the discretion of Desert West or Owner.

C. Desert West will ensure that personnel will be furnished and required to use safety equipment complying with OSHA standards, including hard hats, safety glasses with permanently attached side shields, body harnesses with shock cord lanyard, steel toe work boots, and appropriate protective equipment and clothing. Any employee who refuses to comply with OSHA standards shall be barred from the Job Site at the discretion of Desert West or Owner.

D. Desert West will allow only qualified, careful and skilled personnel to do the Work. Each worker shall have the appropriate license, certification or experience necessary to complete the tasks assigned.

Construction Contract

E. Desert West shall discharge from employment on the Storey County - Fire House any worker who cannot or will not meet standards for acceptable performance or who fails to comply with reasonable expectations for personal conduct.

F. Desert West agrees to Indemnify and hold harmless Owner from any and all causes of action, demands, Claims, damages, awards and attorney's fees, based on decisions made by Owner concerning discharge of construction personnel.

Emergency Response

A. In any Emergency threatening the health, safety or life of persons or serious and immediate damage to property, Desert West shall use best efforts and full discretion without special instruction or authorization from Owner to prevent the threatened damage, injury or loss. When directed by any authority, Desert West shall provide Emergency assistance without special instruction or authorization from Owner. However, Desert West shall notify Owner promptly if Desert West believes any significant changes in the Work or variations from Contract Documents have been caused by the Emergency response.

B. Provided Desert West is not responsible for the Emergency condition and provided the additional cost to Desert West for the Emergency response is not covered by insurance or recoverable from others, Desert West shall be granted a Change Order to compensate for the Emergency response.

C. Desert West shall respond immediately to calls for assistance at the Job Site any time, day or night, when circumstances require the presence of Desert West to protect health or safety or the Work or adjacent property.

Owner's Responsibilities

A. Owner will respond in writing and with reasonable promptness to written requests from Desert West for information relevant to completion of the Work. Owner will identify a Representative qualified to respond to questions from Desert West when Owner is not available. Desert West is authorized to rely on written responses from Owner and the identified Representative.

B. Owner will ensure that Owner's Representative responds in writing and with reasonable promptness to written requests from Desert West for (1) Interpretation of the Plans or Specifications, or (2) Other information relevant to completion of the Work. Desert West is authorized to rely on written responses from Owner's Representative.

C. Owner shall have sole responsibility to secure financing for the Storey County - Fire House and shall pay all fees, charges, or other costs of such financing, including Inspection fees charged by any lender. The nonperformance of any lender shall not affect the obligation of Owner to Desert West. Owner hereby authorizes and directs any lender on the Storey County - Fire House to furnish Desert West with full information on undisbursed loan proceeds when requested by Desert West.

D. On request of Desert West, Owner shall provide clear and convincing evidence that Owner has access to funds committed to payment of the unpaid balance of the Contract Price. Owner shall inform Desert West of any significant change in the availability of funds committed to make payments required under the Contract Documents. Failure of Owner to comply with the terms of this paragraph shall relieve Desert West of the obligation to begin or continue the Work.

E. Owner will not interfere with or permit others to interfere with, stop, hinder, or delay completion of the Work by Desert West or Subcontractors except as provided under this agreement.

F. All materials to be furnished by Owner under the Contract Documents shall be on hand and available at the location specified, when required in the normal course of construction. Desert West makes no warrant that materials Furnished by Owner are suitable for use in the Storey County - Fire House and may reject such materials if Installation would materially increase the cost of construction or substantially delay completion of the Storey County - Fire House.

G. During the Contract Time, Owner shall, at the expense of Owner, provide and maintain a surfaced roadway connecting the Job Site with a public highway.

Construction by Others

A. Owner reserves the right to use one or more Separate Contractors on the Job Site or on adjacent sites while Work is being done under this agreement. This right shall extend to portions of the Work which have been deleted from the Contract Documents by Change Order.

B. Except as provided elsewhere in the Contract Documents, Owner shall be responsible for coordinating the activities of Desert West with any Separate Contractor. When requested by Owner, Desert West shall coordinate construction schedules with any Separate Contractors to reduce or eliminate potential conflicts. In the absence of a schedule mutually agreed upon by Desert West and Separate Contractors, Owner may create and impose a schedule on Desert West designed to avoid unnecessary delay and risk of damage.

C. Owner reserves the right to employ construction crews of Owner on the Job Site or on adjacent sites while Work is being done under this agreement. This right shall extend to portions of the Work which have been deleted from the Contract Documents by Change Order. Except as provided elsewhere in the Contract Documents, Owner shall be responsible for coordinating the activities of Desert West with any construction crews of Owner. When requested by Owner, Desert West

Construction Contract

shall coordinate schedules with the crews of Owner to reduce or eliminate potential conflicts. Except as otherwise provided in the Contract Documents, crews of Owner shall have the same rights and obligations to Desert West as would a Separate Contractor.

D. Desert West shall allow access to the Job Site, storage of materials and equipment, and performance of Work on the Job Site by Separate Contractors or crews of Owner. Desert West shall not commit or permit any act which would interfere with the performance of Work by any Separate Contractor or employee of Owner.

E. By connecting with, covering, relying on, or using an element or portion of Work installed or performed by crews of Owner or a Separate Contractor, Desert West accepts the condition of such construction or operations as being suitable, except for conditions not reasonably discoverable by Desert West. If Desert West discovers any condition in the Work of others that is Defective or not suitable for proper performance of the Work, Desert West shall stop Work on that portion of the Storey County - Fire House and notify Owner or Owner's Representative.

F. Owner shall give Desert West written notice at least 2 Workdays before any Separate Contractor or crew of Owner begins Work on the Job Site.

Representations by Contractor

A. The Contract Price is based on Desert West's careful evaluation of Plans, Specifications, Contract Documents, local conditions, including availability of labor, material, equipment, and transportation, the kind and character of soil and terrain, all available reports and tests on soil conditions, Work to be performed by Owner or Separate Contractors, environmental and historic preservation considerations, applicable Code Requirements, climatic conditions, and other local conditions that may affect cost to Desert West or duration of construction.

B. Desert West shall use skill and attention to complete the Work in a timely manner consistent with the Contract Documents.

C. Based on a thorough evaluation of the Contract Documents, the Job Site, and all conditions that may affect construction cost and duration, Desert West affirms that the Contract Price and Contract Time are fair and reasonable for completion of the Storey County - Fire House.

D. Owner has reported to Desert West all conditions known to Owner which may not be apparent to Desert West and which might significantly increase cost of the Work or delay completion. These concealed conditions include, but are not limited to, hazards on the Job Site, unsuitable soil conditions, prior Defective Work of others, latent Defects in the Plans or Specifications, earlier attempts to do Similar or related Work, and obligations imposed by government.

E. Desert West affirms that the company is financially solvent, licensed, experienced, competent, and has resources necessary to complete the Work in compliance with the Contract Documents.

F. Desert West affirms that all Subcontractors will be financially solvent, licensed, experienced, competent, and will have resources necessary to complete the Work assigned in compliance with the Contract Documents.

Disclaimer by Owner, Reliance by Contractor

A. Owner has provided Desert West with information on subsurface or concealed conditions at the Job Site. Except to the extent that Desert West knows this information to be false, Desert West is entitled to rely on the accuracy of this information.

Payment Plan

B. Owner will pay to Desert West the Contract Price in installments consisting of progress payments and a final payment on completion of the Work.

Progress Payments

Schedule of Progress Payments

1. Progress payments are due as each phase of the Work is completed.

- a) Amount due when Job Phase 1 is complete: \$22,849.11
Job Phase 1 is complete when Concrete is poured.
- b) Amount due when Job Phase 2 is complete: \$26,271.00
Job Phase 2 is complete Upon Delivery of Metal Building.
- c) Amount due when Job Phase 3 is complete: \$12,854.88
Job Phase 3 is complete Upon Completion of Contract.

Processing of Progress Payments

Construction Contract

2. No less than 2 calendar days before each progress payment is due under the terms of this contract, Desert West shall provide Owner with an application for payment (invoice) in a form which complies with generally accepted trade practice.
3. Except as provided otherwise in this agreement, Owner shall pay the amount due within 2 calendar days after approval of any application for progress or final payment.
4. Title to all Work done during the payment period shall pass to Owner upon payment in full of the invoice. At the request of Owner, Desert West shall prepare and execute all documents necessary to effect and perfect such transfer of title.
5. Unless otherwise provided in the Contract Documents, applications for payment may include, at the option of Desert West, itemized charges for materials and equipment not yet incorporated in the Work but delivered and suitably stored on the Job Site. Application for payment for stored materials and equipment shall include a bill of sale or other confirmation that stored materials and equipment are the property of Owner.

Interest

- A. When payment is withheld pending settlement of a bona fide dispute on the quantity, quality, or timeliness of the Work, interest shall accrue only on the amount ultimately paid.
- B. Payment of interest does not abrogate or replace any other rights Desert West may have under this agreement.
- C. Any interest which remains unpaid at the end of any 30-calendar day period shall be added to the principal amount due and thereafter shall accrue interest at the same rate as the principal.

Final Payment

- A. Desert West will submit an application for final payment and will notify Owner's Representative when the Work has been completed. Owner's Representative will issue a certificate of completion on determination that the Storey County - Fire House is complete and in compliance with the Contract Documents. When the certificate of completion is issued, the entire unpaid balance of the contract amount is payable to Desert West.
- B. Making of final payment constitutes waiver of all Claims by Owner against Desert West except those Claims previously made in writing and delivered to Desert West and those obligations otherwise provided by this agreement or by operation of Law.
- C. The acceptance of final payment by Desert West constitutes a complete and unconditional waiver and release of any and all Claims by Desert West of whatever nature, and regardless of whether they are then known or unknown, and a complete and unconditional release of Owner, and every person for whom Owner is responsible, for any and all matters related to the contract or otherwise, except those Claims which have been made in writing and identified by Desert West as not having been settled at that time.
- D. Owner has no obligation to make final payment until all as-built Drawings, certificates, warranties and job records required by the Contract Documents have been submitted to Owner.
- E. Owner has no obligation to make final payment until all Punch List items have been satisfactorily completed unless Owner agrees to accept a certified check equal to the value of any uncompleted Work.
- F. Application for final payment constitutes affirmation by Desert West that all payrolls, bills for materials, equipment charges, and other obligations of Desert West in connection with the Work have been paid or otherwise satisfied.
- G. If completion of the Work is delayed unreasonably at no fault of Desert West, Desert West shall be entitled to final payment for all Work completed without prejudice to the right of Desert West to complete the Storey County - Fire House at a later date and without prejudice to the right of Owner to make Claims against Desert West for Defects in Work completed.
- H. Owner acknowledges sole responsibility for payments due under this agreement. But to the extent that the cost of the Storey County - Fire House is covered by insurance, Owner assigns to Desert West all Claims and future rights to payment under any casualty, property damage or flood insurance policy, excluding any Claim for loss to building contents. Owner agrees to endorse and deliver promptly to Desert West each check received from an insurance carrier which constitutes reimbursement for the cost of the Storey County - Fire House until the Work done by Desert West is paid in full. Owner authorizes any insurer to issue a settlement check for this Work payable to both Owner and Desert West.

Changes in the Work

- A. Except as provided elsewhere in this agreement, no change to this contract (including modification, clarification, interpretation or correction of the Plans or Specifications) shall be made without mutual agreement and a written Change Order signed by Desert West and Owner identifying the change, the cost of the change, and the effect on Project schedule, if any.
- B. Any change in Plans, Specifications or Contract Documents necessary to conform to existing or future Laws, codes,

Construction Contract

ordinances or regulations shall be considered Extra Work.

- C. Changes in the Work required due to defects or inconsistencies in Plans, Specifications or other Contract Documents shall be considered Extra Work.
- D. Any act, error, or omission by Owner or anyone acting on behalf of Owner which increases the cost of completing the Work or delays the Contract Completion Date shall be considered Extra Work.
- E. Owner may order Extra Work or make changes in the Work before a Change Order is signed when injury to person or property or a significant increase in cost or a significant delay would likely result from processing a routine Change Order.
- F. Desert West may take on Extra Work or make changes in the Work before a Change Order is signed when injury to person or property or a significant increase in cost or a significant delay would likely result from processing a routine Change Order.
- G. The charge for Extra Work shall be the normal selling price Desert West charges for Similar changes on other jobs.
- H. No Claim for Extra Work shall include a charge by Desert West for negotiating details of the Change Order with Owner.
- I. Time required to complete Extra Work may include time needed to estimate and document the Extra Work. But time required to negotiate details of a Change Order shall not be considered when evaluating an appropriate extension of the Contract Completion Date appropriate for the Change Order.
- J. The cost to Owner of any Extra Work shall include any loss by Desert West due to change in quantity discounts, forfeiture of deposits, restocking charges, cancellation charges, waste of time or materials or additional delivery charges.
- K. Any adjustment claimed by Desert West in the Contract Completion Date shall be supported by a schedule depicting activities or events which determine the Completion Date (critical path) prior to the Change Order. Any change in the Work which affects activities not on the critical path (Float or slack time), and which can be accomplished within the Float or slack time, shall not result in a change in the Contract Completion Date.
- L. Desert West shall include in Subcontract agreements for the Storey County - Fire House the following language: "Any Claim by a Subcontractor for Extra Work shall be made with Desert West. Only Desert West has the right to make a Claim with Owner for changes in the Work. No Subcontractor at any Tier shall have the right to file a Claim for Extra Work with Owner.
- M. Desert West may delay acting on any written or oral direction, instruction, interpretation, or determination of Owner's Representative which would constitute Extra Work and may assert the right to an amendment to this contract by written Change Order before proceeding.
- N. On receipt of any instruction or information which Desert West interprets as requiring Extra Work, Desert West shall prepare and submit to Owner a proposal describing the change in the Work using (where appropriate) Drawings, Specifications, narrative, the cost to Owner for making the change, and the proposed revision in the Contract Completion Date, if any.
- O. Desert West is authorized to make minor changes in the Work which are in the interest of Owner, do not materially alter the quality or performance of the Work, and do not affect the cost or time of performance, and comply with applicable Laws, codes, ordinances and regulations. Desert West will inform Owner of each minor change made in the Work.
- P. Owner is authorized to make minor changes in the Work which are in the interest of Owner, do not materially alter the quality or performance of the Work, do not affect the cost or time of performance, and comply with applicable Laws, codes, ordinances and regulations.
- Q. Other clauses in this agreement notwithstanding, there will be no reduction in the value of the Work without a written Change Order.
- R. When a change in the Work has been proposed by Owner, Desert West shall halt Work in the area of the proposed change and take steps to minimize any loss or waste which might result from implementing the proposed change.
- S. When signed by Desert West and Owner, each Change Order becomes a Contract Document.
- T. Acceptance by Desert West of payment for a Change Order shall constitute a waiver by Desert West of all other Claims by Desert West based on Work described in the Change Order.
- U. Execution of any Change Order by Owner shall not constitute acceptance of any Work or materials not in accordance with the Contract Documents, nor shall it relieve Desert West of responsibility for faulty materials or workmanship or operate to release Desert West or any Surety of Desert West from obligations arising under contract or Performance Bonds.
- V. Notwithstanding any provision in this agreement to the contrary, Desert West shall be entitled to payment for Extra Work

Construction Contract

and an extension of the Contract Completion Date if acts or omissions of Owner, anyone acting on behalf of Owner or government authority, whether written or oral, explicit or implied, modify the Contract Documents or methods of the Work and thereby increase cost to Desert West or delay the Contract Completion Date.

- W. Failure of Desert West and Owner to agree on the terms of a Change Order shall be resolved under the provisions of this agreement which cover Claims and disputes.
- X. Cost to Owner for making a change in the Work shall not exceed the amount quoted in any written proposal for that change provided by Desert West.
- Y. Should Desert West and Owner fail to agree promptly on the terms of a Change Order, Desert West shall be paid, pending resolution of the dispute, the portion of the cost of the change not in dispute, including the costs of time and materials required to execute the change. Payments required under this paragraph shall be made as the Work progresses, concurrently with progress payments.
- Z. Failure of Desert West and Owner to agree on the cost of a change in the Work or failure to agree that Extra Work is required does not prejudice the right of Desert West to Claim that Work performed was beyond Requirements of the Contract Documents.

Cooperation of the Parties

- A. Both Desert West and Owner pledge that their relations will be conducted with courtesy and consideration in an environment characterized by mutual respect. Owner pledges to respond promptly to requests by Desert West for guidance, assistance and payments when due and agrees to extend to Desert West the deference and latitude a dedicated professional deserves. Desert West pledges to commit the skill and resources required to complete the Storey County - Fire House in a manner that complies with both the letter and spirit of the Contract Documents and enhances the reputation of Desert West for dependability and professionalism.

Defective Work

General Requirements

- 1. On written notice from Owner's Representative, Desert West shall promptly remove from the Job Site all Work or materials not in compliance with the Contract Documents, whether or not such rejected Work or materials are incorporated in the Storey County - Fire House. Desert West shall promptly repair or replace such rejected Work or materials at no cost to Owner.

Rejected Work - Contractor's Obligations

- 1. Desert West shall bear all expenses related to the correction of rejected Work and replacing rejected materials, including the expense of making good all Work of Desert West, Owner and Separate Contractors destroyed or damaged by the corrections and replacements.
- 2. Desert West shall bear the cost of any additional testing, Inspections, fees of consultants and design professionals necessary after correcting rejected Work or replacing rejected materials.
- 3. If Desert West fails to correct rejected Work or replace rejected materials within a reasonable time, Owner may remove and store the rejected Work or materials at the expense of Desert West. If Desert West does not pay the cost of such removal and storage within 10 calendar days, Owner may, upon written notice, sell such Work or materials at auction or by private sale and shall account to Desert West for the net proceeds after deducting all costs. If proceeds of such sale do not cover the costs of correcting the rejected Work, the difference shall be charged to Desert West by an appropriate Change Order.
- 4. If Desert West fails to correct rejected Work or replace rejected materials within a reasonable time, Owner may, without further notice to Desert West or Surety and without termination of this contract, correct the rejected Work or replace the rejected materials and charge the cost to Desert West.
- 5. The value of rejected Work and rejected materials shall not be included in any application for payment by Desert West or, if previously included, shall be deducted from the next application for payment submitted by Desert West.
- 6. No correction of rejected Work or replacement of rejected materials shall be complete until testing and Inspection is approved by Owner's Representative.
- 7. Acceptance of any materials, equipment or workmanship shall not preclude rejection at any time before Substantial Completion if the same materials, equipment or workmanship are found to be Defective after delivery or Installation.

Rejected Work - Contractor's Rights

- 1. If Desert West disagrees with a decision on rejection of Work or rejection of materials, Desert West may proceed with

Construction Contract

corrections under protest and invoke the provisions of this agreement which cover dispute resolution. If such rejection of Work or materials is found to be without merit or with no adequate foundation, Desert West shall be entitled to a Change Order for Extra Work and Owner shall pay all costs associated with corrections completed under protest.

2. If Desert West disagrees with a decision on rejection of Work or materials, Desert West is entitled to an expedited resolution of the issue under the provisions of this agreement which cover dispute resolution. Pending resolution of this dispute, the obligation of Desert West to make correction is suspended. The Contract Time, if any, is extended for the period the dispute remains unresolved.
3. Owner may elect to execute a Change Order accepting Work which is not in compliance with the Contract Documents rather than requiring removal and correction by Desert West.
4. Desert West has the right to inspect rejected Work or materials and collect relevant evidence before the Work or materials are disturbed or altered in any way.
5. Desert West is not liable for consequential or indirect damages which result when rejected Work or materials cannot be corrected due to delay by Owner or due to any cause beyond control of Desert West.
6. Owner acknowledges and agrees that it may be inappropriate or unreasonably expensive to replace, refabricate or refinish building components with minor Defects or which are damaged slightly due to wear and tear commonly associated with the construction process. Desert West may, at the sole discretion of Desert West, (1) Correct minor Defects using procedures commonly accepted as good construction practice, or (2) Conclude that a cosmetic Defect is acceptable under good construction practice and take no corrective action.

Call-Backs

- A. On written notice from Owner within 30 calendar days after Substantial Completion (the call-back period), Desert West shall promptly repair or replace any portion of the Work which becomes Defective due to faulty materials or workmanship.
- B. The obligation of Desert West to repair or replace Defects due to faulty materials or workmanship during the call-back period is in addition to and does not limit any other remedy Owner may have under the Contract Documents, Law, or any warranty provided by Desert West or others. This call-back remedy does not limit the liability of Desert West for Defective Work or limit the time within which proceedings may be commenced to enforce rights and obligations under this agreement.
- C. A new call-back period with duration equal to the first call-back period begins to run from completion of repairs or replacements made to Defective materials or workmanship during the first call-back period.
- D. In no case shall the call-back period extend more than 2 years from the date of Substantial Completion.
- E. Desert West shall bear the cost of repairing or replacing any materials damaged in the process of making repairs during the call-back period.
- F. Failure of Owner to give notice of a Defect within the call-back period constitutes a waiver of rights to repair or replacement of that Defect.
- G. If Desert West fails to respond to a notice by Owner to correct a Defect in material or workmanship within a reasonable time, Owner may make the correction at the expense of Desert West.
- H. Desert West has the right to test and inspect any Claimed Defect during the call-back period and may seek the opinion of independent experts on the Claimed Defect before beginning repairs.
- I. Desert West shall remove from the premises all material demolished or replaced after making corrections required during the call-back period.
- J. If any portion of the Work is put to its intended use by Owner prior to Substantial Completion, the call-back period for that portion of the Work shall begin to run from the calendar day that portion of the Work is put to its intended use.

Warranty

Desert West warrants that the Work shall be free of Defects due to faulty material or workmanship for the period specified in this agreement.

General Requirements

1. Except as otherwise provided in this agreement, the warranty period shall begin from the date of Final Completion.
2. Work done by Desert West in compliance with warranty provisions of this agreement does not extend the period of the warranty.
3. The obligation of Desert West to make good on breaches of warranty during the warranty period is in addition to and

Construction Contract

does not limit any other remedy Owner may have under the Contract Documents or any warranty provided by others. Warranty provisions of this agreement do not limit the liability of Desert West for Defective Work or limit the time within which proceedings may be commenced to enforce rights and obligations under this agreement.

4. If Desert West fails to respond to a notice by Owner of a warranty Claim within a reasonable time, Owner may make the appropriate correction or repair at the expense of Desert West.

5. Desert West shall bear the cost of repairing or replacing any materials damaged in the process of making repairs during the warranty period.

6. Desert West shall deliver to Owner all warranties provided by vendors and manufacturers of materials and equipment used to complete the Storey County - Fire House. Desert West shall have no obligation under warranties provided by others except to render any assistance that Owner may require in enforcing the terms of those warranties.

7. Desert West shall remove from the premises all material demolished or replaced after making corrections required by a claimed breach of warranty.

8. If Desert West disturbs, alters, or damages any Work guaranteed under a separate contract, thereby voiding the guarantee of that Work, Desert West shall restore that Work to a condition satisfactory to Owner and shall guarantee that portion of the Work to the same extent that the Work is guaranteed under the separate contract.

9. Except as provided in this agreement, and to the extent permitted by Law, Desert West disclaims all warranties, whether express or implied, whether of fitness for purpose, merchantability, habitability or workmanlike completion.

10. Failure of Owner to give notice of a breach of warranty within the warranty period constitutes a waiver of the right to repair or replacement by Desert West.

11. To make a warranty Claim under this agreement, Owner must send a clear and specific written complaint to Desert West at the following address within 60 calendar days of discovering Defects, unless otherwise specified in the list of items covered under this warranty. Desert West shall make repairs, replacements, and corrections promptly and at no expense to Owner.

Desert West Builders LLC
2100 Garson Rd,
PO Box 16
Verdi, Nevada 89439

12. Desert West has the right to test and inspect any claimed breach of warranty during the warranty period, and may seek the opinion of independent experts on the Claim before beginning repairs.

13. Upon receipt of written notification, Desert West must notify Owner within 30 calendar days of a disputed Claim. Desert West and Owner agree to a dispute resolution process as specified in the Contract Documents. Under the Magnuson-Moss Warranty Act and under this warranty, suit may not be filed against Desert West until the Claim has been submitted for informal dispute settlement and a decision has been reached, or a waiting period of 40 calendar days has been exceeded for a decision, following the submission of a request for warranty repair, whichever comes first. State or federal Laws may permit filing a suit without the waiting period, despite the terms of this agreement.

14. Owner must provide Desert West with reasonable access during the Work Day to perform obligations created by this warranty. If Owner fails to provide access, Desert West is relieved of the obligation to make repairs for which access has been denied.

15. Upon repair or replacement of the Defect, Owner must sign and deliver to Desert West a full release of all legal obligations with respect to the Defect.

16. Warranty provided by this contract shall inure to the benefit of and shall be directly enforceable by Owner and not by any subsequent purchaser or transferee of the property on which the Storey County - Fire House is constructed.

17. Owner must sign and return acceptance of the decision form to Desert West within 45 calendar days after the date of the dispute settler's decision. Desert West will be bound by the dispute settler's decision. Desert West is not responsible for damages caused or worsened by a delay in returning the acceptance of decision form to Desert West. Acceptance of the dispute settler's decision in no way affects Owner's legal rights against Desert West.

Exclusions from Warranty

1. The warranty provided by this contract does not cover any of the following items or conditions:

a) Defects or damages in outbuildings including, but not limited to: detached carports and detached garages (except outbuildings which share plumbing, electrical, heating, cooling or ventilation systems with the main structure), boundary walls, bulkheads, driveways, fences, landscaping (inclusive of sodding, seeding, shrubs, trees and plantings), off-site improvements, patios, retaining walls, site-located swimming pools and other recreational facilities, walkways, or any other improvements not a part of the main structure.

Construction Contract

- b) Damages or losses to real property or personal property that is separate or apart from the Work under construction.
- c) Losses that are a consequence of a Defect but are not a physical Defect in the structure. Excluded consequential losses include but are not limited to: uninhabitability or health risk resulting from the presence of toxic or Hazardous Materials, radon gas, formaldehyde, or other pollutants or contaminants.
- d) Damages or Defects that result from circumstances beyond the control of Desert West including, but not limited to, accidents, fire, explosion, smoke, falling objects, damage from aircraft, vehicles, lightning, windstorm, hail, flood, mudslide, earthquake, volcanic eruption, wind-driven water, or unforeseeable change in the underground water table.
- e) Damage or Defects in materials or workmanship supplied by anyone other than Desert West, employees of Desert West, agents or those working under the direction of Desert West, including Subcontractors.
- f) Damages or losses that result from water leakage.
- g) Damages or losses that result from soil movement that is covered by insurance or that is compensated for by legislation.
- h) Insect damage.
- i) Dampness, condensation or standing water due to failure of Owner to maintain adequate ventilation or other cause beyond the control of Desert West.
- j) Damages or losses that occur while the structure is being used mainly for other than the intended purposes.
- k) Damage or losses that result from overloading of any floor, wall, ceiling, or roof beyond the design capacity.
- l) Any Claim for warranty that is not filed in compliance with the terms required by the Contract Documents.
- m) Defects or damages that result from poor maintenance practice, improper operation or modification, abuse, neglect or normal wear and tear.
- n) Claimed Defects that are obvious, apparent and accepted at the time of completion.
- o) Damages caused or made worse by:
 - (1) Negligence, improper operation or improper maintenance by anyone other than Desert West, employees of Desert West, agents or Subcontractors.
 - (2) Failure of Owner or anyone other than Desert West, employees of Desert West, agents or Subcontractors to comply with the warranty Requirements of the manufacturer.
 - (3) Failure of Owner to give Desert West notice of Defects within a reasonable time.
 - (4) Changes to site grading by anyone other than Desert West, employees of Desert West, agents or Subcontractors.
 - (5) Changes, additions, deletions, or any other alterations made to any part of the structure by anyone other than Desert West after the warranty term begins.
 - (6) Loss that results from failure of Owner to take timely action to mitigate or minimize damage.

2. Desert West has no liability for incidental or consequential damages from breach of any warranty provided by this agreement insofar as the loss claimed is covered by insurance of Owner or for which Owner has a right of recovery from any other party.

Basic Warranty Coverage

A. It is a breach of warranty if any material or design furnished, or workmanship performed by Desert West or any Subcontractor or Material Supplier, is found to be defective during the first year.

Contractor Claims

- A. If Desert West claims that any instruction, Drawing, act or omission of Owner or any representative of Owner, or any agency of government, increases costs to Desert West, requires extra time or changes the Scope of Work, Desert West shall have the right to assert a Claim for such costs or time.
- B. Unresolved Claims or disputes shall not cause Desert West to delay or suspend Work or for Owner to delay or suspend payments as provided by this agreement. Continued performance by Desert West shall not be deemed a waiver of any Claim for additional compensation or an extension of Time for Completion. Desert West shall cooperate with Owner and representatives of Owner to mitigate potential damages, delay and other adverse consequences arising out of the condition which is the subject of the Claim.
- C. Desert West and Owner agree to make a good faith effort to resolve all Claims that arise under this agreement and shall

Construction Contract

seek the opinion of expert disinterested parties on the validity of Claims, when appropriate. Claims not resolved to the mutual satisfaction of Desert West and Owner shall be resolved under the provisions of this agreement covering dispute resolution.

Notice of Claims

- A. No Claim by Desert West shall be considered unless Desert West provides Owner or Owner's Representative with a notice that there will be a Claim for additional compensation or an extension of time. This notice of Claim shall be made no less than 5 calendar days after Desert West recognizes or should have recognized that circumstances exist which support such a Claim. The notice of Claim shall include: (1) The date of the notice, (2) The date the basis for the Claim was discovered, (3) The circumstances that support the Claim, and (4) The estimated additional cost to Owner or additional time required to complete the Storey County - Fire House.
- B. If the Claim involves Extra Work, Desert West shall maintain detailed records which show each expense incurred, including payroll records and receipts for Subcontracted Work, materials and equipment. These detailed records shall be made available to Owner for verification while Work subject to the Claim is being performed.
- C. Neither mediation nor arbitration shall relieve the obligation of Desert West to give timely notice of Claims. No conduct or settlement negotiation during mediation shall be considered a waiver of the right of Owner to assert that Claim procedures were not followed.
- D. Desert West agrees and understands that no oral approval, either express or implied, of any Claim shall be binding upon Owner unless and until such approval is ratified by execution of a written Change Order.

Arbitration

- A. Any controversy or Claim arising out of or relating to this contract or contract warranty or the breach thereof which cannot be resolved by mediations shall be settled by arbitration. Any judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
 - 1. Any controversy or Claim arising out of or relating to this contract or contract warranty or the breach thereof or a Change Order or addendum to this contract which cannot be resolved by mediations shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- B. If a dispute arises out of or relates to this contract or contract warranty, or the breach thereof, and if the dispute cannot be settled through negotiation, the Parties agree, in good faith, to first try settling the dispute by mediation administered by the American Arbitration Association under its Construction Industry Mediation Procedures before resorting to arbitration, litigation, or any other dispute resolution procedure.
- C. Arbitration provisions of this contract shall be specifically enforceable.
- D. The location of arbitration hearings held under this agreement shall be the county in which the Storey County - Fire House is located unless agreed to otherwise by all Parties to the arbitration.
- E. Desert West and Owner agree to include in each contract for construction or design services on the Storey County - Fire House a clause which requires that disputes under that contract be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules.
- F. Any representative of Owner or consultant to Owner or Desert West or any Subcontractor to Desert West on the Storey County - Fire House shall have the same rights in any arbitration proceeding as are afforded by arbitration rules to Desert West and Owner. If more than one demand for arbitration is made by a Party with respect to the Storey County - Fire House, all such Claims shall be consolidated into a single arbitration unless the Parties otherwise agree in writing.
- G. If a Claimant in arbitration recovers less than 50 percent of the amount demanded in arbitration, Desert West and Owner agree that the Claimant shall pay all costs in arbitration, including the arbitrator's fees and the attorney's fees of the opposing Party.
- H. Anything in this contract notwithstanding, any Claim arising out of or relating to the Contract Documents or warranty or the breach thereof may, at the option of the Claimant, be filed in any Small Claims Court having jurisdiction, in lieu of an arbitration proceeding.
- I. Nothing in this article shall be interpreted as waiving any rights Desert West has under state Law for enforcement of lien rights or as waiving any right of Owner secured by a Payment or Performance Bond.

Insurance

General Requirements

- A. Desert West shall carry workers' compensation insurance and public liability insurance as required by Law and regulation for the protection of Desert West and Owner during progress of the Work.

Construction Contract Interpretation of the Contract

- A. The omission of words or phrases in the Contract Documents or obvious typographical errors in the Contract Documents shall not defeat interpretation of the Contract Documents so long as the meaning is reasonably inferable from the Contract Documents taken as a whole.
- B. Words and abbreviations defined in this contract are capitalized and should be understood as defined. Words commonly used in the construction industry are to be understood in their recognized technical or construction industry context. Any word not defined in this contract and which does not have a well-known technical or construction industry meaning is to be understood as defined in the most recent edition of the Merriam-Webster Collegiate Dictionary.
- C. Nothing in the Contract Documents shall be interpreted as requiring Desert West to violate any Law or regulation imposed by government.
- D. Wherever the words "will" or "shall" appear in the Contract Documents, it is understood that the act specified is required for compliance with the Contract Documents. The words "approved", "acceptable", and "satisfactory" mean "approved by", "acceptable to" or "satisfactory to" Owner unless otherwise expressly stated.
- E. The terms "agreement" and "contract" have the same meaning and are interchangeable.
- F. Organization of Specifications into various divisions and the arrangement of information on construction Drawings are for the convenience of the designer and are not intended for use in dividing Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Division of Work among construction trades or Subcontractors is the responsibility of Desert West.
- G. Words of any gender used in this contract shall be construed to include both genders. Words in the singular number shall be construed to include the plural, unless the context requires otherwise.
- H. Except as otherwise provided in this contract, Owner and Desert West intend that this contract be interpreted in accord with the *Restatement of Law, Contracts*, published by the American Law Institute. Specifically: All parts of the Contract Documents should be interpreted together and conduct of the Parties should be interpreted as a manifestation of intention, and specific provisions should be interpreted as qualifying the meaning of the general provisions.

No Waiver of Contract Provisions

- A. The failure of either Party to insist on strict performance of terms, covenants and conditions in the Contract Documents shall not be construed as waiver of any term, covenant or condition in the Contract Documents. Nor shall any custom or practice which may evolve between Desert West and Owner be construed to waive or lessen the right of either Party to insist upon performance in strict compliance with the Contract Documents.

Rights of Third Parties

- A. Except as expressly provided elsewhere in this agreement, Contract Documents shall not be construed to create a contractual relationship of any kind: (1) Between Owner's Representative and Desert West, (2) Between Owner and any Subcontractor or Sub-subcontractor, (3) Between Owner and any consultant to Owner, or (4) Between any persons or entities other than Owner and Desert West.

Assignment of the Contract

- A. Except as otherwise provided in this agreement, Desert West shall not assign this contract or sublet it as a whole without the written consent of Owner.
- B. Except as otherwise provided in this contract, Owner shall not assign this contract without the written consent of Desert West.
- C. Owner and Desert West mutually bind themselves, their partners, successors, assigns, and legal representatives to all covenants, agreements and obligations contained in the Contract Documents.
- D. Except as may be required under terms of the Performance Bond or Payment Bond, Desert West shall not assign money due or to become due under this agreement without prior written consent of Owner. Any assignment of money due or to become due under this agreement without prior written consent of Owner shall be void and shall not obligate Owner in any way.
- E. Owner shall not assign the rights or benefits due or to become due under this agreement without prior written consent of Desert West. Any assignment of the rights or benefits due or to become due under this agreement without prior written consent of Desert West shall be void and shall not obligate Desert West in any way.
- F. On request of Owner, Desert West shall consent to an assignment of this contract to a lender providing construction financing for the Storey County - Fire House. Upon execution of the assignment, the lender shall assume the rights and obligations of Owner under this contract.

Construction Contract

G. No assignment by Desert West or Owner shall relieve either Owner or Desert West of obligations assumed under this contract.

Choice of Law

A. The contract shall be governed by the Law of the State of Nevada.

Choice of Venue

A. The Parties agree that venue for any action related to performance of this contract shall be in the county of Storey in the State of Nevada.

Entire Agreement

A. The Contract Documents are the entire agreement and constitute a complete integration of all understandings between Desert West and Owner on the subject of the Storey County - Fire House. The Contract Documents supersede all prior negotiations, representations and agreements, whether written or oral. No subsequent notation, renewal, addition, deletion, change or amendment to this contract shall have any force or effect unless in the form of a written Change Order or amendment to this contract.

Independent Contractor

A. Desert West shall perform all obligations required by this agreement as an independent contractor and not as an employee of Owner. No agent, employee or Subcontractor of Desert West shall accrue leave, pension, insurance, or any other benefit provided to employees of Owner.

B. Neither Desert West nor any employee of Desert West shall act as an agent, representative or employee of Owner. Desert West shall have no authorization, express or implied, to bind Owner to any agreement, liability, or understanding, except as expressly provided in this contract.

C. Nothing in this agreement shall be construed to create any partnership, joint venture, or other association between Owner and Desert West.

D. It is expressly agreed and understood that this is a nonpersonal services contract under which professional services rendered by Desert West are rendered as an independent contractor.

Severability

A. If any provision of this contract is interpreted or rendered invalid and unenforceable, then the remainder of this contract shall remain in full force and effect.

Survival of Obligations

A. Provisions of this contract which by their nature survive Final Completion or termination of the contract, including any and all warranties, Indemnities, payment obligations, the obligations to settle disputes by arbitration and the right of Owner to audit the books of Desert West, shall remain in full force and effect after Final Completion or termination of the contract.

Cumulative Remedies

A. All rights and remedies provided to Desert West and Owner by the Contract Documents are cumulative and in addition to and not in limitation of rights and remedies available to Desert West and Owner at Law or in equity.

II. Right to Stop Work for Non-Payment

A. After giving reasonable notice, Desert West shall have the right to suspend the Work under this contract if any payment not in dispute for Work completed, including payment for Extra Work, is not received by Desert West as provided in this agreement. Once the Work is suspended, Desert West may keep the Storey County - Fire House idle until all payments due have been received by Desert West.

B. Neither Desert West, nor Surety of Desert West, nor any Subcontractor of Desert West shall be liable for delay or damage that Owner may suffer as a result of suspension of the Work for failure to receive payments due under this agreement so long as: (1) Work was suspended by Desert West in compliance with the terms of this contract and with applicable Law, and (2) There is no good faith dispute that payment is due Desert West at the time of suspension. A good faith dispute exists if Owner provides: (1) A list of specific reasons for nonpayment, including labor, materials, or equipment not in compliance with the Contract Documents, and (2) Desert West is afforded a reasonable opportunity to correct the Defects cited or issue a credit compensating Owner for Defects that cannot be cured promptly.

C. Suspension of the Work for failure of Owner to make payments when due under the terms of this contract shall be construed as compensable delay for which the Contract Price and Contract Time shall be adjusted as provided in this agreement, so long as: (1) Work was suspended by Desert West in compliance with the terms of this contract and with

Construction Contract

applicable Law, and (2) There is no good faith dispute that payment is due Desert West at the time of suspension. A good faith dispute exists if Owner provides: (1) A list of specific reasons for nonpayment, including labor, materials, or equipment not in compliance with the Contract Documents, and (2) Desert West is afforded a reasonable opportunity to correct the Defects cited or issue a credit compensating Owner for Defects that cannot be cured promptly.

Termination of Contract by Contractor

- A. If Work is suspended for a period totaling 60 calendar days or more in aggregate for any reason (1) not related to weather, and (2) beyond control of Desert West or those responsible to Desert West, then Desert West may, upon 5 calendar days written notice, terminate all obligations under this agreement and collect compensation as provided for in this contract for termination by Desert West.
- B. Should Owner or any affiliate of Owner: (1) Become insolvent, file a petition in bankruptcy, or perform an assignment for the benefit of creditors, (2) Fail to make any payment not in dispute to Desert West within 30 calendar days of the date due, or (3) Be in substantial breach of any financial commitment undertaken in this contract, then Desert West may request from Owner documentation confirming the ability of Owner to pay in full for completion of the Storey County - Fire House. If, within 15 calendar days of this request for documentation, Owner has not provided clear and convincing evidence of the ability to meet financial obligations of this contract, Desert West may terminate this agreement and collect compensation as may be provided in this contract or, if not so provided, as allowed by Law.
- C. Desert West shall have the right to terminate this contract for: (1) Repeated failure by Owner to make payments, when due, of sums not in dispute, (2) Failure of Owner to cure a material breach of a covenant or obligation of this contract within 10 calendar days after delivery of a written demand from Desert West, or (3) Persistent failure of Owner to meet contract obligations essential for progress of the Work.
- D. On termination of this contract by Desert West, Owner shall pay Desert West the Contract Price, less the cost of finishing the Storey County - Fire House in compliance with the Contract Documents.
- E. After termination of this agreement by Desert West, all payments due Desert West shall be made within 30 calendar days after Desert West removes from the Job Site all equipment and material owned by Desert West.

Termination by Owner for Cause

- A. Owner shall have the right to terminate this contract for cause if Desert West: (1) Fails to make steady progress toward timely completion for any cause other than as permitted by these Contract Documents, (2) Fails to pay amounts due to Subcontractors, Material Suppliers, or employees promptly after receiving payment from Owner, or (3) Requires continual corrections to enforce compliance with the Contract Documents and the building code.
- B. Except as prohibited or restricted by Law or order of court, Owner shall have the right to terminate this contract for cause should Desert West be adjudged bankrupt, make a general assignment for the benefit of creditors, or have a receiver appointed on account of insolvency.
- C. Owner shall have the right to terminate this contract for cause should Desert West on more than one occasion: (1) Refuse to correct Defective Work after being advised by Owner or Owner's Representative to make corrections, (2) Be found to have deliberately concealed from Owner or Owner's Representative a Defect or error in the Work, or (3) Be found to have deliberately deceived Owner or Owner's Representative on any issue relevant to Desert West's compliance with the Contract Documents.
- D. In the absence of a material breach, this contract shall not be terminated for cause unless Desert West and any Surety of Desert West has first received a written notice from Owner: (1) Alleging that cause exists to terminate the contract, (2) Stating that Owner intends to terminate the contract if corrective measures are not taken within 5 calendar days, and (3) Listing every alleged fault giving Owner the right to terminate the contract for cause.
- E. Owner may terminate this contract by written notice of default 5 calendar days after receipt of the intent to terminate, if Desert West has either: (1) Failed to initiate and diligently prosecute corrective measures for the causes listed in the intent to terminate, or (2) Failed to provide adequate written assurance that Work will be completed on a reasonable schedule, for the Contract Price, and in compliance with the Contract Documents.
- F. After termination of this contract for cause, and in the absence of any notice by a Surety to begin performance of the contract, Owner may: (1) Take control of the Job Site and everything on the Job Site, including materials and equipment owned by Desert West, and (2) Complete the Work by contract or otherwise.
- G. On termination of the contract for cause by Owner, and in the absence of any notice by a Surety to begin performance of the contract, Desert West shall assign to Owner all Subcontract rights, warranties, bank guarantees, and retention rights for the Storey County - Fire House held by Desert West.
- H. On request by Owner after contract termination for cause, and in the absence of any notice by a Surety to begin performance of the contract, Desert West shall promptly remove from the Job Site all materials, supplies, equipment, and tools owned by Desert West. Owner may remove and store any property of Desert West remaining on the Job Site 7

Construction Contract

calendar days after requesting removal. Any property of Desert West remaining in storage after 90 calendar days can be sold by Owner, for the benefit of Desert West after any Claim by Owner has been satisfied.

I. The amount due Desert West after termination of the contract for cause by Owner shall be the unpaid balance due on the contract: (1) Less the cost of completing the Work, (2) Less the additional expenses incurred by Owner as a result of their termination, (3) Less any liquidated damages provided under the Contract Documents, and (4) Plus the fair value of all materials, supplies and equipment owned by Desert West and used to complete the Work. Owner shall provide Desert West with a detailed accounting of the amount due Desert West as a result of termination for cause.

J. After termination of this contract for cause by Owner, Desert West shall not be liable for any cost of completion beyond the Contract Price if termination of the contract for cause was beyond the control and without the fault or negligence of Desert West.

K. Rights granted to Owner after termination of this contract for cause shall be in addition to other remedies Owner may have under Law, including the right to proceed against Desert West to recover for losses suffered by Owner.

L. If any termination for cause, made in good faith by Owner, is determined to have been wrongly given, the termination shall be effective as though made at the convenience of Owner, and compensation will be paid as though termination had been at the convenience of Owner.

M. Desert West shall notify Owner promptly of any proceeding in bankruptcy that affects Desert West.

Early Partial Occupancy

A. Without prior approval of Desert West, Owner shall not occupy or use any portion of the Work until Substantial Completion of the Storey County - Fire House. If Owner occupies or uses any portion of the Work before Substantial Completion of the Storey County - Fire House and without prior approval of Desert West, the portion or portions used or occupied shall be considered complete, finished, accepted and the responsibility of Owner.

B. Desert West shall be entitled to a Change Order for additional expense or delay caused by Partial Use or occupancy of the Work by Owner prior to Substantial Completion.

C. No Partial Use or occupancy of the Work by Owner shall commence prior to Substantial Completion until: (1) Owner has provided appropriate insurance coverage for the premises, and (2) The public authority having jurisdiction over the Work has issued an appropriate certificate of occupancy.

D. No Partial Use or occupancy of the Work by Owner shall commence prior to Substantial Completion without a Change Order confirming the responsibility of Owner for maintenance, utilities, operation of equipment, and security during early Partial Use or occupancy.

E. The guarantee period for the portion of the Storey County - Fire House occupied before Substantial Completion begins from the date of early occupancy.

F. Work performed on the Job Site by any Separate Contractor does not constitute occupation or use by Owner.

G. Partial Use or occupancy of the Work by Owner prior to Substantial Completion shall relieve Desert West of responsibility for loss of or damage to the portion of the Work occupied or used by Owner.

Substantial Completion

A. When, in the opinion of Desert West, the Work is Substantially Complete, Desert West shall request acknowledgment of Substantial Completion by Owner or Owner's Representative. If Owner or Owner's Representative knows of nothing that prevents the Work from being Substantially Complete, Owner or Owner's Representative shall conduct an Inspection of the Work to evaluate compliance with the Contract Documents.

B. The Inspection for Substantial Completion shall be terminated and rescheduled at a later date on discovery of: (1) Any discrepancy which is inconsistent with or would restrict the intended use of Owner, (2) Any discrepancy which would be difficult to remedy with Owner occupying the premises, (3) An excessive number of discrepancies of any nature, or (4) A significant discrepancy requiring an extended period of time to repair or complete.

C. Occupancy and exclusive use of all or any portion of the Work by Owner shall constitute acknowledgment of Substantial Completion by Owner and shall: (1) Transfer to Owner responsibility for maintenance, safety, utility expense, and controlling access at the Job Site, and (2) Begin running of any warranty or call-back period on the Storey County - Fire House.

D. Any acknowledgment of Substantial Completion may be annotated to indicate that it is not applicable to specified portions of the Work.

E. Desert West shall have the right to request that any discrete physical portion of the Storey County - Fire House be evaluated for Substantial Completion.

Construction Contract

- F. If, after Inspection, the Storey County - Fire House does not qualify as Substantially Complete, Owner or Owner's Representative shall provide Desert West with a written list of the Work found to be: (1) Incomplete, (2) Out of compliance with the Contract Documents, or (3) Defective in operation or workmanship. Desert West shall complete or correct all Work listed prior to requesting a subsequent Inspection for Substantial Completion.
- G. Before Owner takes possession or occupancy of the Storey County - Fire House, Desert West shall receive a comprehensive Punch List of discrepancies to be corrected or Work to be finished by Desert West and a date for completing this Work. Desert West shall complete and correct items on the Punch List by the designated date.
- H. The Punch List given to Desert West is a complete and final list of Defective or incomplete Work on the Storey County - Fire House. Owner shall be deemed to have accepted Work not on the Punch List. Nothing in this paragraph shall be interpreted as relieving Desert West of the obligation to meet warranty and call-back obligations.
- I. Desert West shall annotate the Punch List with: (1) A detailed breakdown of the Work required to complete or correct each item, (2) The Subcontractor or trade responsible for the Work, and (3) The dates Work will commence and be finished on each item. No annotation is required for any item on the Punch List which is beyond the control of Desert West. Failure of Desert West to furnish a detailed completion schedule for items on the Punch List shall constitute grounds for withdrawing acknowledgment of Substantial Completion.
- J. Owner's Representative will prepare a certificate of Substantial Completion for signature by Owner and Desert West when the Storey County - Fire House or a specific portion of the Storey County - Fire House is ready for occupancy. Except as otherwise provided in the Contract Documents, signing of the certificate of completion shall: (1) Transfer to Owner responsibility for maintenance, safety, utility expense, controlling access at the site, and (2) Begin running of any warranty or call-back period on the Storey County - Fire House.
- K. After Substantial Completion, Desert West shall remain responsible for: (1) Damage caused by Desert West while completing the Work, and (2) Safety of crews when completing the Work.
- L. Upon Substantial Completion of the Storey County - Fire House, Desert West shall promptly remove from the Job Site all barricades, construction tools, equipment and supplies, and all temporary structures used during construction.
- M. Upon Substantial Completion of the Storey County - Fire House, Desert West shall promptly notify Subcontractors, insurance carriers and Sureties that construction is complete and file a notice of completion with the public authority.
- N. Equipment and systems which service any portion of the Storey County - Fire House acknowledged as Substantially Complete shall be considered fully operational and Substantially Complete, even if the same equipment or systems serve portions of the Storey County - Fire House not acknowledged as Substantially Complete.

Delivery of Notices

- A. Any written notice required by this contract can be: (1) Delivered by hand to the last known address of the addressee, or (2) Delivered by hand to the addressee or representative of the addressee, wherever found. Notice is effective upon delivery.
- B. Any written notice required by this contract can be: (1) Delivered by enclosing in a stamped envelope addressed to the last known address of the intended recipient and either deposited in a United States Postal Service mailbox or given to a USPS employee, or (2) Consigned to a commercial courier service and addressed to the last known address of the intended recipient. Notice is effective upon delivery if proof of delivery is provided. Where no proof of delivery is available, notice is effective 5 calendar days after mailing or consignment to a courier service.
- C. Any written notice required by this contract can be delivered by e-mail to the address listed in this contract with a read receipt requested. Notice sent by e-mail shall be effective on delivery of the read receipt.
- D. The address to which notices shall be sent may be changed by sending a written notice using any means of delivery provided by this contract.

Signatures

The signatures that follow constitute confirmation by those signing that they have examined and understand the Contract Documents and agree to be bound by the terms of these documents.

By signing this agreement, Desert West confirms Inspection of the Job Site and signifies familiarity with all local conditions, Laws, and regulations under which the Work is to be performed.

This contract is for immediate acceptance. Any delay in acceptance beyond 6/16/2020 will require renegotiation of the terms of this agreement.

If this contract is not signed by Desert West at the time it is signed by Owner, Desert West shall, within 15 days thereafter, either give Owner written notice of rejection of the contract or sign the contract and supply owner with copy of the signed

Construction Contract

contract. The notice of rejection or signed contract will be delivered to Owner either personally or by certified or registered mail. In case of rejection, any payment made by Owner will be returned with the notice of rejection.

This agreement is entered into as of the date written below.

Storey County, Owner

(Signature)

(Date)

(Printed Name and Title)

Desert West Builders LLC, Contractor

(Signature)

(Date)

(Printed Name and Title)



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: 06/16/20

Estimate of time required: 15 min.

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

1. **Title: Discussion/For Possible Action:** Approval of a contract with Desert West Builders to provide and construct an approximate 30'x 28' metal building addition to the Divide Justice Center building at 800 South C Street, Virginia City, to facilitate workshop and office space for the Storey County Information Technology (IT) Department, for a sum of \$44,632.10.

2. **Recommended motion:** I [commissioner] move to authorize the County Manager to approve a contract with Desert West Builders to provide and construct an approximate 30'x 28' metal building addition to the Divide Justice Center building at 800 South C Street, Virginia City, to facilitate workshop and office space for the Storey County Information Technology (IT) Department, for a sum of \$44,632.10.

3. **Prepared by:** Austin Osborne

4. **Department:** County Manager

Telephone: 775.847.0968

5. **Staff summary:** This building addition will facilitate needed workshop and office space for the county Information Technology (IT) department. IT department staff is currently split with half working out of the attic of Saint Mary's Art Center and the other half working from a very small building on C Street. The attic space is insufficient for this purpose and provides no needed elevator to haul materials up three floors. The second building is too small to facilitate all staff and equipment. This bifurcated arrangement is inefficient, causes difficult communication and consistency amongst department staff, and poses numerous other issues. The proposed 800 square-feet of space is simple but effective in providing what is needed for this department now and into the foreseeable future.

6. **Supporting materials:** Attached specifications and purchase/construction contract

7. **Fiscal impact:**

Funds Available:

Fund:

____ Comptroller

8. **Legal review required:**

____ District Attorney

9. **Reviewed by:**

____ Department Head

Department Name:

____@____ County Manager

Other agency review: _____

10. **Board action:**

[] Approved
[] Denied

[] Approved with Modifications
[] Continued

Agenda Item No. 13

Construction Contract

This agreement is made by Desert West Builders LLC (Contractor) and Storey County (Owner) on the date written beside our signatures.

Contractor

Desert West Builders LLC
2100 Garson Rd,
PO Box 16
Verdi, Nevada 89439
Work Phone Number: 775-737-0400
Cell Phone Number: 207-576-4323
Email Address: art@desertwestbuild.com
Desert West Builders LLC is operating as a limited liability company in the state of Nevada.
Desert West Builders LLC will be referred to as Desert West throughout this agreement.

Owner

Storey County
100 Toll Rd
Virginia City, Nevada 89440
Day Phone Number: 775-847-0958
Cell Phone Number: 775-335-6991
Fax Number: 775-847-0947
Email Address: mnorthan@storeycounty.org
Storey County is operating as a government agency in the state of Nevada.
Storey County will be referred to as Owner throughout this agreement.

Owner authorizes Desert West to request a consumer credit report on Owner from a consumer credit reporting agency operating compliance with the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. Information on that credit report will be kept confidential.

Owner's Representative

Owner will be represented by Michael Northan (Owner's Representative) as described in this agreement.

Michael Northan
100 Toll Rd.
Virginia City, Nevada 89440
Day Phone Number: 775-847-0958
Cell Phone Number: 775-335-6991
Email Address: mnorthan@storeycounty.org
Michael Northan will be referred to as Owner's Representative throughout this agreement. Nothing in this contract should be interpreted as giving Owner's Representative the authority to obligate Owner to pay any amount to a third party or perform any act for a third party or waive any obligation due a third party.

The Construction Site

800 S C Street
Virginia City, Nevada 89440

I. Project Description

A. For a price identified below, Desert West agrees to complete for Owner the Work identified in this agreement as the Storey County, C Street Project.

II. Contract Price

A. In addition to any other charges specified in this agreement, Owner agrees to pay Desert West \$44,632.10 for completing the Work described as the Storey County, C Street Project.

III. Finance Charge

A. This contract includes a finance charge of \$0.00.

IV. Scheduled Start of Construction

- A. Work under this agreement will begin when convenient for both Owner and Desert West.

V. Documents Incorporated

- A. This agreement incorporates by reference certain documents which define and describe the Work to be done. The following documents are incorporated as though included in full as part of this agreement.

1. **Plans**

Prepared by Metallic Metal Buildings.

2. **Specifications**

Specifications dated 5/25/2020.

Consisting of 9 sheet(s).

Prepared by Desert West.

3. **Proposal (Estimate or Bid)**

Proposal (Estimate or Bid) dated 6/2/2020.

For the amount of \$44,632.10.

Entitled New Metal Building, 800 S C Street.

Other Contract Documents notwithstanding, the proposal by Desert West dated 6/2/2020 defines Work to be completed under this agreement. Anything not included in the proposal dated 6/2/2020 is not included in this agreement and is not part of the Work. Desert West will be entitled to a Change Order and additional compensation for anything in any Plans or Specifications or anything required by Law or ordinance that is not identified in the proposal dated 6/2/2020.

VI. Plans on Site

- A. Desert West will keep a full set of Project Plans available on-site to authorized personnel during the period of construction.

VII. Documents Supplied to Contractor

- A. Desert West will furnish to Owner at no cost:

1. 3 full sets of Plans and Specifications required for all trades, on paper.
2. Desert West will distribute Contract Documents as required by Subcontractors.

VIII. Scope of Work

- A. Desert West shall supervise and direct the Work and accepts responsibility for construction means, methods, techniques, sequences and procedures required to complete the Storey County, C Street Project in compliance with the Contract Documents.

- B. Except for materials expressly designated otherwise in the Contract Documents, Desert West warrants that all materials and equipment furnished under this contract shall be of good quality and new.

- C. Desert West is responsible for coordination of the various trades and deliveries of equipment, materials and supplies to minimize interference which could delay the Work or pose a hazard to life or property. Desert West shall be responsible for allocation of tasks between trades and will be the final authority on location and routing of equipment and storage of materials on the Job Site.

- D. Desert West will ensure that Subcontractors, their agents, and employees adhere to these Contract Documents. Desert West accepts responsibility for all Work performed under this contract, including Work performed by employees of Subcontractors. Desert West will settle disputes among Subcontractors and between Desert West and Subcontractors so that disagreements do not delay completion of the Work or affect quality of the Work.

- E. Desert West shall make a best effort to adopt and implement policies and practices designed to minimize Work stoppages, slowdowns, disputes or strikes. Except as may be specifically provided elsewhere in this or a separate agreement, Desert West is not liable to Owner for damages suffered by Owner as a result of Work stoppages, slowdowns, disputes or strikes. Desert West shall allocate labor tasks among the various trades in accordance with local custom, rules, jurisdictional awards, regulations, and decisions, regardless of any classification by the Contract Documents.

IX. Cutting and Patching

- A. Desert West will ensure that cutting and patching required to make building parts fit together properly is done by those skilled in the trade. Work completed by Desert West will have the neatly finished appearance characteristic of professional grade construction.
- B. Desert West will ensure that alteration Work done on existing building components does no damage either to the property of Owner or to Work done by others.
- C. The color, texture and planes between existing and new materials might not match exactly. Desert West will use due diligence to create the best match possible. Owner acknowledges that patched surfaces may be detectable when construction is complete.

X. Job Site Safety

- A. Desert West will at all times take all reasonable precautions for the safety of employees and the public at the Job Site and will comply with all applicable safety Laws and regulations of federal, state, and local authorities (including building codes) and safety Requirements of Owner.

XI. Protection of People and Property

A. Safety Standards

- 1. Desert West will ensure that construction areas, aisles, stairs, ramps, runways, corridors, offices, shops, and storage areas where Work is in progress are lighted with either natural or artificial illumination not less than the minimums set in Table D-3 of Code of Federal Regulation ? 1926.56.
- 2. Desert West will not permit employees, employees of subcontractors, vendors or the general public to use any walking surface which lacks the structural integrity to support foot traffic. Every working surface or leading edge 6 feet (1.8 m) or more above a lower level will be protected with a guardrail, safety net, or personal fall arrest system. Exception: If Desert West can demonstrate that it is infeasible or creates a greater hazard to use a guardrail, safety net or personal fall arrest system, Desert West may substitute a fall protection plan which meets the Requirements of paragraph (k) of Section 1926.502, 29 Code of Federal Regulations.
- 3. Where a walking or working surface is adjacent to a hole or opening 6 feet (1.8 m) or more above a lower level (such as a skylight), Desert West will either install a cover or guardrail around the perimeter of the hole or require construction personnel to use a personal fall arrest system.
- 4. Desert West shall ensure that all workers and visitors on the Job Site wear safety hard hats and obey all safety rules and regulations. Desert West shall post a sign in a conspicuous location indicating that safety hard hats are required on-site and shall loan such hats to visitors, as may be required.

B. Fire Protection

- 1. Desert West shall ensure that all construction personnel take precautions to eliminate fire hazards and prevent fire damage on the Job Site.
- 2. Desert West shall maintain during construction an appropriate number of fire extinguishers. Fire extinguishers shall be in good working order, conveniently located, clearly visible and readily accessible for proper protection of the Work. Fire extinguishers shall be an approved type, equivalent to 2-1/2 gallon water-pressurized, and appropriate for the likely hazards. In areas with flammable liquid, asphalt, or electrical hazards, fire extinguishers shall be equivalent to the carbon dioxide type or dry chemical type. During freezing weather, extinguishers shall be enclosed in heated cabinets or be of an antifreeze type.
- 3. No open fires of any kind will be allowed on the Job Site during the course of construction without explicit permission of Owner. Desert West shall consult with Owner before bringing any roofing tar kettle on the Job Site and before conducting any Work that requires welding or flame cutting.
- 4. Desert West shall ensure that no vehicles, materials, or equipment obstruct fire lanes or aisles unless alternate routing is provided which preserves good access for firefighting trucks and equipment.

C. Protection of Existing Work

- 1. Desert West will avoid using for construction operations any planting area which is designated to remain after completion of Construction. Driving of vehicles on landscaped areas is prohibited without approval of Owner. When use of landscaped area is required during the construction period, Desert West shall remove, store, tend

and replant all trees, shrubs, and lawn area that interfere with construction operations. If removal and replacement is impractical, Desert West may trim, prune, tie back, cover and protect trees and shrubs during the period of construction. Trees, shrubs and lawn area on the Job Site which do not survive the construction period will be replaced by Desert West at no cost to Owner, prior to Substantial Completion. Desert West shall not use the area under the drip line of trees for storage of construction materials, equipment, trailers or vehicles.

2. Owner will prepare the area adjacent to surfaces to be painted by cutting back shrubs and trees to provide clearance between each shrub or tree and the surface to be painted. Desert West will cover and tie back all shrubs and trees that may be affected by painting of adjacent surfaces.

3. If Desert West parks trailers or equipment on existing parking lots or pavements, wheels and dollies shall be set on plywood pads or blocking large enough to prevent damage to the paved surface. Material stored on new or existing pavements shall be placed on blocking and raised adequately so as not to block surface drainage.

4. Desert West shall restore to the same condition as before Work started all streets, drives, sidewalks, walls, lights, signs, fences, poles and building components disturbed or damaged by Desert West or Subcontractors during construction.

D. Protection of New Work

1. Desert West shall protect installed materials during the construction period so finished surfaces (such as plumbing fixtures, woodwork, trim, walls, floors, ceilings and counters) show no signs of damage or deterioration at the time of Substantial Completion. Except as otherwise provided in the Contract Documents, all Work shall be thoroughly cleaned and in a "like new" condition at the time of Substantial Completion. This includes dusting, window cleaning, floor cleaning, and removing grime and stains from finished surfaces.

2. During the period of construction, Desert West will provide protection against the weather to prevent damage to building and materials from rain, wind, snow and ice.

3. Desert West will not permit any load to be applied or forces to be introduced on any part of the Job Site that may cause damage to the Work or endanger the safety of persons on or near the Job Site.

XII. Compliance with Law

A. Desert West and Owner mutually commit to use reasonable care to meet the Requirements of state, federal and local Law when discharging their responsibilities under this agreement.

B. If Desert West observes that Drawings, Specifications, or other Contract Documents do not comply with applicable Law, Desert West shall promptly notify Owner or Owner's Representative of the variance. Any changes made to the Contract Documents as a result of this notice shall be handled in the form of a Change Order under this agreement.

C. Desert West shall bear all cost of correcting Work that does not comply with Law if Desert West knows or reasonably should have known that Plans or Contract Documents are Defective, and Desert West fails to give notice of that Defect to Owner or Owner's Representative.

D. Desert West shall bear none of the cost of correcting Work completed according to Contract Documents but not in compliance with Law if Desert West did not know that Contract Documents or instructions from Owner or Owner's Representative did not comply with the Law.

E. If Law enacted after the Contract Date changes the Scope of Work under this agreement, Desert West and Owner will execute a Change Order adjusting the Contract Price and Contract Time to accommodate the change in the Scope of Work.

F. Except as required by Law, Owner is not responsible for any breach of Law by Desert West. Except as required by Law, Desert West is not responsible for any breach of Law by Owner.

XIII. Permits and Fees

A. Owner shall secure all permits and licenses required by government authority to complete the Storey County, C Street Project. Desert West shall assist Owner in responding to requests for information from the permit-issuing authority. Owner shall provide Desert West with a copy of all permits, licenses and renewals issued by government authority for the Storey County, C Street Project.

B. Owner will pay the building permit fee, Plan check fee, and charges levied by government for testing,

Inspection and Re-Inspection of the Storey County, C Street Project.

C. Except as provided elsewhere in this agreement, Owner will pay all fees and application charges imposed by government authority, including, but not limited to, grading permit fees, drainage permit fees, traffic control charges, thoroughfare charges, impact fees, special district fees, sewer fees, water fees, planning fees, school fees, elevator permit fees, charges for temporary access or use of the public right of way, and charges for document processing, hearings, and certifications. Owner will also pay all fees and application charges imposed by any association of property owners having authority over the Job Site.

D. Except as provided elsewhere in this agreement, Owner will pay all application fees and connection charges imposed by utility companies or government agencies for bringing service to the Job Site, and for connecting gas, water, electricity, phone, cable, sewer, and drainage lines.

E. Except as provided elsewhere in this agreement, Owner will secure all approvals for the Storey County, C Street Project that are required by government authority, including planning, easements, remediation, environmental, and zoning approvals.

XIV. Taxes

A. Except as provided otherwise in this agreement, Desert West shall pay all federal, state, county, and municipal sales, use, consumer, gross receipts, and excise taxes which are levied or become payable as a result of completing the Work. Owner will pay all tax on materials furnished by Owner and all property taxes levied on the land which comprises the Job Site.

B. Desert West shall remit when due all federal, state and local withholding tax and payroll tax on employee wages, premiums for unemployment and workers' compensation insurance, and retirement contributions.

C. If any federal, state or local tax rate increases or if any new federal, state or local tax is imposed, whether by Law, regulation, or interpretation, between the Contract Date and Substantial Completion, the Contract Price shall be increased by the additional tax levied on Desert West, but only to the extent that the change in rate or new tax could not have been reasonably foreseen on the Contract Date.

XV. Temporary Utilities

A. Owner shall permit Desert West to use utility services, including water, electric power, heating and cooling, without charge, as required to complete the Work. Desert West shall provide all required connections to these services in a safe manner and in accord with applicable codes. Desert West shall ensure that utility services furnished by Owner are not wasted. Before Final Completion, Desert West will remove all temporary connections and return the existing water, electric, heating and cooling systems to a condition at least as serviceable as prior to the Date of Commencement. Use by Desert West of water and electricity provided by Owner constitutes a release by Desert West of all Claims and of all liability to Owner for damages which may result from power and water outages or voltage variations.

B. Owner shall provide, at no cost to Desert West, adequate parking for construction personnel during the period of construction.

C. If Desert West elects to put the permanent HVAC system into use, in whole or in part, Desert West shall protect and maintain the HVAC system and pay for the cost of operation. Use of the permanent HVAC system by Desert West shall not constitute acceptance of the system by Owner, nor shall it reduce the HVAC warranty period to which Owner is entitled. If necessary, Desert West shall provide the manufacturer's extended warranty to cover use of the HVAC system by Desert West prior to the date of Substantial Completion. Cost of the extended warranty shall be paid by Desert West.

D. Anything to the contrary in this contract notwithstanding, Owner will provide, at no cost to Desert West, 110 volt electrical power from the existing distribution system on the Job Site for hand-held portable power tools. Desert West will not use the existing electric power system for welding machines or other electrical equipment with heavy power Requirements.

XVI. Permanent Utilities

A. Owner shall secure and pay for Installation, connection, and modification of permanent electric, water, phone, cable, sewer and gas service as required for the completed Project.

XVII. Job Cleanup

A. Desert West shall regularly remove from the Job Site and storage areas all surplus material, waste and debris resulting from the Work. Construction debris shall be removed to a legal refuse collection site with disposal or recycling fees paid by Desert West. At completion of the Work, Desert West shall, in addition, remove from the Job Site all tools, equipment and scaffolding brought to the Job Site by Desert West or Subcontractors. At Substantial Completion, exposed finishes of windows, doors, floors, walls, ceilings, fixtures and trim shall be cleaned and free of grime, stains, over spray, dirt and dust.

XVIII. Project Sign

A. Owner grants to Desert West the right to display a small sign (2' x 3' maximum) listing the company name, address, logotype, phone number, and website address of Desert West.

XIX. Employee Relations

A. Desert West is responsible for performance of all construction crews, including employees of Subcontractors, and shall enforce strict discipline and good order on the Job Site.

B. Desert West will enforce the following rules on the Job Site: (1) Anyone found in possession of a firearm will be directed to leave immediately and will not be allowed to return, (2) Possession, sale, or distribution of alcohol or illicit drugs is prohibited. Anyone under the influence of alcohol or illicit drugs will be directed to leave immediately, (3) Desert West will certify that personnel on the Job Site have consented to submit to drug and alcohol screening and testing including pre-employment, for cause, periodic or random tests, and (4) Entry on the Job Site shall constitute consent to Inspection of an employee's person, vehicle, and personal effects by Desert West, Owner, or other authority. Any employee who is found in violation of these Job Site rules or who refuses to permit Inspection shall be barred from the Job Site at the discretion of Desert West or Owner.

C. Desert West will ensure that personnel will be furnished and required to use safety equipment complying with OSHA standards, including hard hats, safety glasses with permanently attached side shields, body harnesses with shock cord lanyard, steel toe work boots, and appropriate protective equipment and clothing. Any employee who refuses to comply with OSHA standards shall be barred from the Job Site at the discretion of Desert West or Owner.

D. Desert West will allow only qualified, careful and skilled personnel to do the Work. Each worker shall have the appropriate license, certification or experience necessary to complete the tasks assigned.

E. Desert West shall discharge from employment on the Storey County, C Street Project any worker who cannot or will not meet standards for acceptable performance or who fails to comply with reasonable expectations for personal conduct.

F. Desert West agrees to Indemnify and hold harmless Owner from any and all causes of action, demands, Claims, damages, awards and attorney's fees, based on decisions made by Owner concerning discharge of construction personnel.

XX. Emergency Response

A. In any Emergency threatening the health, safety or life of persons or serious and immediate damage to property, Desert West shall use best efforts and full discretion without special instruction or authorization from Owner to prevent the threatened damage, injury or loss. When directed by any authority, Desert West shall provide Emergency assistance without special instruction or authorization from Owner. However, Desert West shall notify Owner promptly if Desert West believes any significant changes in the Work or variations from Contract Documents have been caused by the Emergency response.

B. Provided Desert West is not responsible for the Emergency condition and provided the additional cost to Desert West for the Emergency response is not covered by insurance or recoverable from others, Desert West shall be granted a Change Order to compensate for the Emergency response.

C. Desert West shall respond immediately to calls for assistance at the Job Site any time, day or night, when circumstances require the presence of Desert West to protect health or safety or the Work or adjacent property.

XXI. Owner's Responsibilities

A. Owner will respond in writing and with reasonable promptness to written requests from Desert West for information relevant to completion of the Work. Owner will identify a Representative qualified to respond to questions from Desert West when Owner is not available. Desert West is authorized to rely on written responses from Owner and the identified Representative.

B. Owner will ensure that Owner's Representative responds in writing and with reasonable promptness to written requests from Desert West for (1) Interpretation of the Plans or Specifications, or (2) Other information relevant to completion of the Work. Desert West is authorized to rely on written responses from Owner's Representative.

C. Owner shall have sole responsibility to secure financing for the Storey County, C Street Project and shall pay all fees, charges, or other costs of such financing, including Inspection fees charged by any lender. The nonperformance of any lender shall not affect the obligation of Owner to Desert West. Owner hereby authorizes and directs any lender on the Storey County, C Street Project to furnish Desert West with full information on undisbursed loan proceeds when requested by Desert West.

D. On request of Desert West, Owner shall provide clear and convincing evidence that Owner has access to funds committed to payment of the unpaid balance of the Contract Price. Owner shall inform Desert West of any significant change in the availability of funds committed to make payments required under the Contract Documents. Failure of Owner to comply with the terms of this paragraph shall relieve Desert West of the obligation to begin or continue the Work.

E. Owner will not interfere with or permit others to interfere with, stop, hinder, or delay completion of the Work by Desert West or Subcontractors except as provided under this agreement.

F. All materials to be furnished by Owner under the Contract Documents shall be on hand and available at the location specified, when required in the normal course of construction. Desert West makes no warrant that materials Furnished by Owner are suitable for use in the Storey County, C Street Project and may reject such materials if Installation would materially increase the cost of construction or substantially delay completion of the Storey County, C Street Project.

G. During the Contract Time, Owner shall, at the expense of Owner, provide and maintain a surfaced roadway connecting the Job Site with a public highway.

XXII. Construction by Others

A. Owner reserves the right to use one or more Separate Contractors on the Job Site or on adjacent sites while Work is being done under this agreement. This right shall extend to portions of the Work which have been deleted from the Contract Documents by Change Order.

B. Except as provided elsewhere in the Contract Documents, Owner shall be responsible for coordinating the activities of Desert West with any Separate Contractor. When requested by Owner, Desert West shall coordinate construction schedules with any Separate Contractors to reduce or eliminate potential conflicts. In the absence of a schedule mutually agreed upon by Desert West and Separate Contractors, Owner may create and impose a schedule on Desert West designed to avoid unnecessary delay and risk of damage.

C. Owner reserves the right to employ construction crews of Owner on the Job Site or on adjacent sites while Work is being done under this agreement. This right shall extend to portions of the Work which have been deleted from the Contract Documents by Change Order. Except as provided elsewhere in the Contract Documents, Owner shall be responsible for coordinating the activities of Desert West with any construction crews of Owner. When requested by Owner, Desert West shall coordinate schedules with the crews of Owner to reduce or eliminate potential conflicts. Except as otherwise provided in the Contract Documents, crews of Owner shall have the same rights and obligations to Desert West as would a Separate Contractor.

D. Desert West shall allow access to the Job Site, storage of materials and equipment, and performance of Work on the Job Site by Separate Contractors or crews of Owner. Desert West shall not commit or permit any act which would interfere with the performance of Work by any Separate Contractor or employee of Owner.

E. By connecting with, covering, relying on, or using an element or portion of Work installed or performed by crews of Owner or a Separate Contractor, Desert West accepts the condition of such construction or operations as being suitable, except for conditions not reasonably discoverable by Desert West. If Desert West discovers any condition in the Work of others that is Defective or not suitable for proper performance of the Work, Desert West shall stop Work on that portion of the Storey County, C Street Project and notify Owner or Owner's Representative.

F. Owner shall give Desert West written notice at least 2 Work Days before any Separate Contractor or crew of Owner begins Work on the Job Site.

XXIII. Representations by Contractor

A. The Contract Price is based on Desert West's careful evaluation of Plans, Specifications, Contract Documents, local conditions, including availability of labor, material, equipment, and transportation, the kind and character of soil and terrain, all available reports and tests on soil conditions, Work to be performed by Owner or Separate Contractors, environmental and historic preservation considerations, applicable Code Requirements, climatic conditions, and other local conditions that may affect cost to Desert West or duration of construction.

B. Desert West shall use skill and attention to complete the Work in a timely manner consistent with the Contract Documents.

C. Based on a thorough evaluation of the Contract Documents, the Job Site, and all conditions that may affect construction cost and duration, Desert West affirms that the Contract Price and Contract Time are fair and reasonable for completion of the Storey County, C Street Project.

D. Owner has reported to Desert West all conditions known to Owner which may not be apparent to Desert West and which might significantly increase cost of the Work or delay completion. These concealed conditions include, but are not limited to, hazards on the Job Site, unsuitable soil conditions, prior Defective Work of others, latent Defects in the Plans or Specifications, earlier attempts to do Similar or related Work, and obligations imposed by government.

E. Desert West affirms that the company is financially solvent, licensed, experienced, competent, and has resources necessary to complete the Work in compliance with the Contract Documents.

F. Desert West affirms that all Subcontractors will be financially solvent, licensed, experienced, competent, and will have resources necessary to complete the Work assigned in compliance with the Contract Documents.

XXIV. Disclaimer by Owner, Reliance by Contractor

A. Owner has provided Desert West with information on subsurface or concealed conditions at the Job Site. Except to the extent that Desert West knows this information to be false, Desert West is entitled to rely on the accuracy of this information.

XXV. Payment Plan

A. Owner will pay to Desert West the Contract Price in installments consisting of progress payments and a final payment on completion of the Work.

XXVI. Progress Payments

A. Schedule of Progress Payments

1. Progress payments are due as each phase of the Work is completed.
 - a) Amount due when Job Phase 1 is complete: \$16,027.20
Job Phase 1 is complete when Concrete is poured.
 - b) Amount due when Job Phase 2 is complete: \$19,723.30
Job Phase 2 is complete when Upon Delivery of Metal Building.
 - c) Amount due when Job Phase 3 is complete: \$8,881.60
Job Phase 3 is complete when Upon Completion of Contract.

B. Processing of Progress Payments

1. No less than 2 calendar days before each progress payment is due under the terms of this contract, Desert West shall provide Owner with an application for payment (invoice) in a form which complies with generally accepted trade practice.
2. Except as provided otherwise in this agreement, Owner shall pay the amount due within 2 calendar days after approval of any application for progress or final payment.
3. Title to all Work done during the payment period shall pass to Owner upon payment in full of the invoice. At the request of Owner, Desert West shall prepare and execute all documents necessary to effect and perfect such transfer of title.
4. Unless otherwise provided in the Contract Documents, applications for payment may include, at the option of Desert West, itemized charges for materials and equipment not yet incorporated in the Work but

delivered and suitably stored on the Job Site. Application for payment for stored materials and equipment shall include a bill of sale or other confirmation that stored materials and equipment are the property of Owner.

XXVII. Interest

- A. Payments due and not paid under the Contract Documents shall bear interest from the date payment is due at the prime rate as reported in The Wall Street Journal column Interest Rates and Bonds or, if no longer reported therein, the base lending rate for consumer loans at Virginia City banks.
- B. When payment is withheld pending settlement of a bona fide dispute on the quantity, quality, or timeliness of the Work, interest shall accrue only on the amount ultimately paid.
- C. Payment of interest does not abrogate or replace any other rights Desert West may have under this agreement.
- D. Any interest which remains unpaid at the end of any 30-calendar day period shall be added to the principal amount due and thereafter shall accrue interest at the same rate as the principal.

XXVIII. Grounds for Withholding Payment

- A. Owner may withhold payment due Desert West for Defective Work which has not been corrected in compliance with terms of this agreement.
- B. Owner may withhold payment due Desert West for failure by Desert West to meet financial obligations to Subcontractors, tradesmen or Material Suppliers on the Storey County, C Street Project. Failure to meet financial obligations shall not constitute cause to withhold payment if Desert West has provided a Payment Bond from a licensed Surety, guaranteeing payment of Subcontractors, Material Suppliers, and tradesmen.
- C. Owner may withhold from payments due Desert West a sum adequate to reimburse Owner for any damage suffered by Owner or for which Owner may be liable and which was caused by an act or neglect of Desert West or by anyone for whom Desert West may be liable. Damage to Owner shall not constitute grounds to withhold payment if Desert West has insurance coverage which would prevent loss to Owner from the damage claimed.
- D. Owner may withhold payment due Desert West for unauthorized deviations from the Contract Documents or persistent failure to observe Requirements of the Contract Documents.
- E. Owner may withhold payment due Desert West for neglect of Desert West to obtain a required permit or license or to comply with applicable Law, ordinance, code, or regulation, providing such neglect of Desert West has a material impact on satisfactory completion of the Storey County, C Street Project in compliance with the Contract Documents.
- F. If Owner withholds any payment under terms of this agreement, Owner will notify Desert West in writing of the amount being withheld, the reason why payment is withheld, and what must be done to release the payment otherwise due.
- G. Grounds entitling Owner to withhold certain amounts due Desert West under this agreement shall not relieve Owner of the obligation to pay Desert West other amounts then due and shall not relieve Owner of the obligation to pay in full when the reason for withholding payment no longer exists.
- H. Payments made by Owner with knowledge of a Defect, Claim, damage, delinquency, neglect, or failure of Desert West does not constitute waiver of the right of Owner to withhold payment at a later date for an earlier Defect, Claim, damage, delinquency, neglect, or failure by Desert West.
- I. Should any mediation, arbitration or court proceeding determine that Owner was not justified in withholding payment to Desert West, the amount wrongfully withheld shall be treated as an unpaid balance and accrue interest as provided by Law or this contract from the calendar day payment was wrongfully withheld.

XXIX. Final Payment

- A. Desert West will submit an application for final payment and will notify Owner's Representative when the Work has been completed. Owner's Representative will issue a certificate of completion on determination that the Storey County, C Street Project is complete and in compliance with the Contract Documents. When the certificate of completion is issued, the entire unpaid balance of the contract amount is payable to Desert West.
- B. Making of final payment constitutes waiver of all Claims by Owner against Desert West except those

Claims previously made in writing and delivered to Desert West and those obligations otherwise provided by this agreement or by operation of Law.

C. The acceptance of final payment by Desert West constitutes a complete and unconditional waiver and release of any and all Claims by Desert West of whatever nature, and regardless of whether they are then known or unknown, and a complete and unconditional release of Owner, and every person for whom Owner is responsible, for any and all matters related to the contract or otherwise, except those Claims which have been made in writing and identified by Desert West as not having been settled at that time.

D. Owner has no obligation to make final payment until all as-built Drawings, certificates, warranties and job records required by the Contract Documents have been submitted to Owner.

E. Owner has no obligation to make final payment until all Punch List items have been satisfactorily completed unless Owner agrees to accept a certified check equal to the value of any uncompleted Work.

F. Application for final payment constitutes affirmation by Desert West that all payrolls, bills for materials, equipment charges, and other obligations of Desert West in connection with the Work have been paid or otherwise satisfied.

G. If completion of the Work is delayed unreasonably at no fault of Desert West, Desert West shall be entitled to final payment for all Work completed without prejudice to the right of Desert West to complete the Storey County, C Street Project at a later date and without prejudice to the right of Owner to make Claims against Desert West for Defects in Work completed.

H. Owner acknowledges sole responsibility for payments due under this agreement. But to the extent that the cost of the Storey County, C Street Project is covered by insurance, Owner assigns to Desert West all Claims and future rights to payment under any casualty, property damage or flood insurance policy, excluding any Claim for loss to building contents. Owner agrees to endorse and deliver promptly to Desert West each check received from an insurance carrier which constitutes reimbursement for the cost of the Storey County, C Street Project until the Work done by Desert West is paid in full. Owner authorizes any insurer to issue a settlement check for this Work payable to both Owner and Desert West.

XXX. Changes in the Work

A. Except as provided elsewhere in this agreement, no change to this contract (including modification, clarification, interpretation or correction of the Plans or Specifications) shall be made without mutual agreement and a written Change Order signed by Desert West and Owner identifying the change, the cost of the change, and the effect on Project schedule, if any.

B. Any change in Plans, Specifications or Contract Documents necessary to conform to existing or future Laws, codes, ordinances or regulations shall be considered Extra Work.

C. Changes in the Work required due to defects or inconsistencies in Plans, Specifications or other Contract Documents shall be considered Extra Work.

D. Any act, error, or omission by Owner or anyone acting on behalf of Owner which increases the cost of completing the Work or delays the Contract Completion Date shall be considered Extra Work.

E. Owner may order Extra Work or make changes in the Work before a Change Order is signed when injury to person or property or a significant increase in cost or a significant delay would likely result from processing a routine Change Order.

F. Desert West may take on Extra Work or make changes in the Work before a Change Order is signed when injury to person or property or a significant increase in cost or a significant delay would likely result from processing a routine Change Order.

G. The charge for Extra Work shall be the normal selling price Desert West charges for Similar changes on other jobs.

H. No Claim for Extra Work shall include a charge by Desert West for negotiating details of the Change Order with Owner.

I. Time required to complete Extra Work may include time needed to estimate and document the Extra Work. But time required to negotiate details of a Change Order shall not be considered when evaluating an appropriate extension of the Contract Completion Date appropriate for the Change Order.

- J. The cost to Owner of any Extra Work shall include any loss by Desert West due to change in quantity discounts, forfeiture of deposits, restocking charges, cancellation charges, waste of time or materials or additional delivery charges.
- K. Any adjustment claimed by Desert West in the Contract Completion Date shall be supported by a schedule depicting activities or events which determine the Completion Date (critical path) prior to the Change Order. Any change in the Work which affects activities not on the critical path (Float or slack time), and which can be accomplished within the Float or slack time, shall not result in a change in the Contract Completion Date.
- L. Desert West shall include in Subcontract agreements for the Storey County, C Street Project the following language: "Any Claim by a Subcontractor for Extra Work shall be made with Desert West. Only Desert West has the right to make a Claim with Owner for changes in the Work. No Subcontractor at any Tier shall have the right to file a Claim for Extra Work with Owner.
- M. Desert West may delay acting on any written or oral direction, instruction, interpretation, or determination of Owner's Representative which would constitute Extra Work and may assert the right to an amendment to this contract by written Change Order before proceeding.
- N. On receipt of any instruction or information which Desert West interprets as requiring Extra Work, Desert West shall prepare and submit to Owner a proposal describing the change in the Work using (where appropriate) Drawings, Specifications, narrative, the cost to Owner for making the change, and the proposed revision in the Contract Completion Date, if any.
- O. Desert West is authorized to make minor changes in the Work which are in the interest of Owner, do not materially alter the quality or performance of the Work, and do not affect the cost or time of performance, and comply with applicable Laws, codes, ordinances and regulations. Desert West will inform Owner of each minor change made in the Work.
- P. Owner is authorized to make minor changes in the Work which are in the interest of Owner, do not materially alter the quality or performance of the Work, do not affect the cost or time of performance, and comply with applicable Laws, codes, ordinances and regulations.
- Q. Other clauses in this agreement notwithstanding, there will be no reduction in the value of the Work without a written Change Order.
- R. When a change in the Work has been proposed by Owner, Desert West shall halt Work in the area of the proposed change and take steps to minimize any loss or waste which might result from implementing the proposed change.
- S. When signed by Desert West and Owner, each Change Order becomes a Contract Document.
- T. Acceptance by Desert West of payment for a Change Order shall constitute a waiver by Desert West of all other Claims by Desert West based on Work described in the Change Order.
- U. Execution of any Change Order by Owner shall not constitute acceptance of any Work or materials not in accordance with the Contract Documents, nor shall it relieve Desert West of responsibility for faulty materials or workmanship or operate to release Desert West or any Surety of Desert West from obligations arising under contract or Performance Bonds.
- V. Notwithstanding any provision in this agreement to the contrary, Desert West shall be entitled to payment for Extra Work and an extension of the Contract Completion Date if acts or omissions of Owner, anyone acting on behalf of Owner or government authority, whether written or oral, explicit or implied, modify the Contract Documents or methods of the Work and thereby increase cost to Desert West or delay the Contract Completion Date.
- W. Failure of Desert West and Owner to agree on the terms of a Change Order shall be resolved under the provisions of this agreement which cover Claims and disputes.
- X. Cost to Owner for making a change in the Work shall not exceed the amount quoted in any written proposal for that change provided by Desert West.
- Y. Should Desert West and Owner fail to agree promptly on the terms of a Change Order, Desert West shall be paid, pending resolution of the dispute, the portion of the cost of the change not in dispute, including the costs of time and materials required to execute the change. Payments required under this paragraph shall be made as the Work progresses, concurrently with progress payments.

Z. Failure of Desert West and Owner to agree on the cost of a change in the Work or failure to agree that Extra Work is required does not prejudice the right of Desert West to Claim that Work performed was beyond Requirements of the Contract Documents.

XXXI. Cooperation of the Parties

A. Both Desert West and Owner pledge that their relations will be conducted with courtesy and consideration in an environment characterized by mutual respect. Owner pledges to respond promptly to requests by Desert West for guidance, assistance and payments when due and agrees to extend to Desert West the deference and latitude a dedicated professional deserves. Desert West pledges to commit the skill and resources required to complete the Storey County, C Street Project in a manner that complies with both the letter and spirit of the Contract Documents and enhances the reputation of Desert West for dependability and professionalism.

XXXII. Defective Work

A. General Requirements

1. On written notice from Owner's Representative, Desert West shall promptly remove from the Job Site all Work or materials not in compliance with the Contract Documents, whether or not such rejected Work or materials are incorporated in the Storey County, C Street Project. Desert West shall promptly repair or replace such rejected Work or materials at no cost to Owner.

B. Rejected Work - Contractor's Obligations

1. Desert West shall bear all expenses related to the correction of rejected Work and replacing rejected materials, including the expense of making good all Work of Desert West, Owner and Separate Contractors destroyed or damaged by the corrections and replacements.

2. Desert West shall bear the cost of any additional testing, Inspections, fees of consultants and design professionals necessary after correcting rejected Work or replacing rejected materials.

3. If Desert West fails to correct rejected Work or replace rejected materials within a reasonable time, Owner may remove and store the rejected Work or materials at the expense of Desert West. If Desert West does not pay the cost of such removal and storage within 10 calendar days, Owner may, upon written notice, sell such Work or materials at auction or by private sale and shall account to Desert West for the net proceeds after deducting all costs. If proceeds of such sale do not cover the costs of correcting the rejected Work, the difference shall be charged to Desert West by an appropriate Change Order.

4. If Desert West fails to correct rejected Work or replace rejected materials within a reasonable time, Owner may, without further notice to Desert West or Surety and without termination of this contract, correct the rejected Work or replace the rejected materials and charge the cost to Desert West.

5. The value of rejected Work and rejected materials shall not be included in any application for payment by Desert West or, if previously included, shall be deducted from the next application for payment submitted by Desert West.

6. No correction of rejected Work or replacement of rejected materials shall be complete until testing and Inspection is approved by Owner's Representative.

7. Acceptance of any materials, equipment or workmanship shall not preclude rejection at any time before Substantial Completion if the same materials, equipment or workmanship are found to be Defective after delivery or Installation.

C. Rejected Work - Contractor's Rights

1. If Desert West disagrees with a decision on rejection of Work or rejection of materials, Desert West may proceed with corrections under protest and invoke the provisions of this agreement which cover dispute resolution. If such rejection of Work or materials is found to be without merit or with no adequate foundation, Desert West shall be entitled to a Change Order for Extra Work and Owner shall pay all costs associated with corrections completed under protest.

2. If Desert West disagrees with a decision on rejection of Work or materials, Desert West is entitled to an expedited resolution of the issue under the provisions of this agreement which cover dispute resolution. Pending resolution of this dispute, the obligation of Desert West to make correction is suspended. The Contract Time, if any, is extended for the period the dispute remains unresolved.

3. Owner may elect to execute a Change Order accepting Work which is not in compliance with the Contract Documents rather than requiring removal and correction by Desert West.
4. Desert West has the right to inspect rejected Work or materials and collect relevant evidence before the Work or materials are disturbed or altered in any way.
5. Desert West is not liable for consequential or indirect damages which result when rejected Work or materials cannot be corrected due to delay by Owner or due to any cause beyond control of Desert West.
6. Owner acknowledges and agrees that it may be inappropriate or unreasonably expensive to replace, refabricate or refinish building components with minor Defects or which are damaged slightly due to wear and tear commonly associated with the construction process. Desert West may, at the sole discretion of Desert West, (1) Correct minor Defects using procedures commonly accepted as good construction practice, or (2) Conclude that a cosmetic Defect is acceptable under good construction practice and take no corrective action.

XXXIII. Call-Backs

- A. On written notice from Owner within 30 calendar days after Substantial Completion (the call-back period), Desert West shall promptly repair or replace any portion of the Work which becomes Defective due to faulty materials or workmanship.
- B. The obligation of Desert West to repair or replace Defects due to faulty materials or workmanship during the call-back period is in addition to and does not limit any other remedy Owner may have under the Contract Documents, Law, or any warranty provided by Desert West or others. This call-back remedy does not limit the liability of Desert West for Defective Work or limit the time within which proceedings may be commenced to enforce rights and obligations under this agreement.
- C. A new call-back period with duration equal to the first call-back period begins to run from completion of repairs or replacements made to Defective materials or workmanship during the first call-back period.
- D. In no case shall the call-back period extend more than 2 years from the date of Substantial Completion.
- E. Desert West shall bear the cost of repairing or replacing any materials damaged in the process of making repairs during the call-back period.
- F. Failure of Owner to give notice of a Defect within the call-back period constitutes a waiver of rights to repair or replacement of that Defect.
- G. If Desert West fails to respond to a notice by Owner to correct a Defect in material or workmanship within a reasonable time, Owner may make the correction at the expense of Desert West.
- H. Desert West has the right to test and inspect any Claimed Defect during the call-back period and may seek the opinion of independent experts on the Claimed Defect before beginning repairs.
- I. Desert West shall remove from the premises all material demolished or replaced after making corrections required during the call-back period.
- J. If any portion of the Work is put to its intended use by Owner prior to Substantial Completion, the call-back period for that portion of the Work shall begin to run from the calendar day that portion of the Work is put to its intended use.

XXXIV. Warranty

Desert West warrants that the Work shall be free of Defects due to faulty material or workmanship for the period specified in this agreement.

A. General Requirements

1. Except as otherwise provided in this agreement, the warranty period shall begin from the date of Final Completion.
2. Work done by Desert West in compliance with warranty provisions of this agreement does not extend the period of the warranty.
3. The obligation of Desert West to make good on breaches of warranty during the warranty period is in addition to and does not limit any other remedy Owner may have under the Contract Documents or any warranty

provided by others. Warranty provisions of this agreement do not limit the liability of Desert West for Defective Work or limit the time within which proceedings may be commenced to enforce rights and obligations under this agreement.

4. If Desert West fails to respond to a notice by Owner of a warranty Claim within a reasonable time, Owner may make the appropriate correction or repair at the expense of Desert West.

5. Desert West shall bear the cost of repairing or replacing any materials damaged in the process of making repairs during the warranty period.

6. Desert West shall deliver to Owner all warranties provided by vendors and manufacturers of materials and equipment used to complete the Storey County, C Street Project. Desert West shall have no obligation under warranties provided by others except to render any assistance that Owner may require in enforcing the terms of those warranties.

7. Desert West shall remove from the premises all material demolished or replaced after making corrections required by a claimed breach of warranty.

8. If Desert West disturbs, alters, or damages any Work guaranteed under a separate contract, thereby voiding the guarantee of that Work, Desert West shall restore that Work to a condition satisfactory to Owner and shall guarantee that portion of the Work to the same extent that the Work is guaranteed under the separate contract.

9. Except as provided in this agreement, and to the extent permitted by Law, Desert West disclaims all warranties, whether express or implied, whether of fitness for purpose, merchantability, habitability or workmanlike completion.

10. Failure of Owner to give notice of a breach of warranty within the warranty period constitutes a waiver of the right to repair or replacement by Desert West.

11. To make a warranty Claim under this agreement, Owner must send a clear and specific written complaint to Desert West at the following address within 60 calendar days of discovering Defects, unless otherwise specified in the list of items covered under this warranty. Desert West shall make repairs, replacements and corrections promptly and at no expense to Owner.

Desert West Builders LLC
2100 Garson Rd,
PO Box 16
Verdi, Nevada 89439

12. Desert West has the right to test and inspect any claimed breach of warranty during the warranty period and may seek the opinion of independent experts on the Claim before beginning repairs.

13. Upon receipt of written notification, Desert West must notify Owner within 30 calendar days of a disputed Claim. Desert West and Owner agree to a dispute resolution process as specified in the Contract Documents. Under the Magnuson-Moss Warranty Act and under this warranty, suit may not be filed against Desert West until the Claim has been submitted for informal dispute settlement and a decision has been reached, or a waiting period of 40 calendar days has been exceeded for a decision, following the submission of a request for warranty repair, whichever comes first. State or federal Laws may permit filing a suit without the waiting period, despite the terms of this agreement.

14. Owner must provide Desert West with reasonable access during the Work Day to perform obligations created by this warranty. If Owner fails to provide access, Desert West is relieved of the obligation to make repairs for which access has been denied.

15. Upon repair or replacement of the Defect, Owner must sign and deliver to Desert West a full release of all legal obligations with respect to the Defect.

16. Warranty provided by this contract shall inure to the benefit of and shall be directly enforceable by Owner and not by any subsequent purchaser or transferee of the property on which the Storey County, C Street Project is constructed.

17. Owner must sign and return acceptance of the decision form to Desert West within 45 calendar days after the date of the dispute settler's decision. Desert West will be bound by the dispute settler's decision. Desert West is not responsible for damages caused or worsened by a delay in returning the acceptance of decision form to

Desert West. Acceptance of the dispute settler's decision in no way affects Owner's legal rights against Desert West.

B. Exclusions from Warranty

1. The warranty provided by this contract does not cover any of the following items or conditions:

- a) Defects or damages in outbuildings including, but not limited to: detached carports and detached garages (except outbuildings which share plumbing, electrical, heating, cooling or ventilation systems with the main structure), boundary walls, bulkheads, driveways, fences, landscaping (inclusive of sodding, seeding, shrubs, trees and plantings), off-site improvements, patios, retaining walls, site-located swimming pools and other recreational facilities, walkways, or any other improvements not a part of the main structure.
- b) Damages or losses to real property or personal property that is separate or apart from the Work under construction.
- c) Losses that are a consequence of a Defect but are not a physical Defect in the structure. Excluded consequential losses include, but are not limited to: uninhabitability or health risk resulting from the presence of toxic or Hazardous Materials, radon gas, formaldehyde, or other pollutants or contaminants.
- d) Damages or Defects that result from circumstances beyond the control of Desert West including, but not limited to, accidents, fire, explosion, smoke, falling objects, damage from aircraft, vehicles, lightning, windstorm, hail, flood, mudslide, earthquake, volcanic eruption, wind-driven water, or unforeseeable change in the underground water table.
- e) Damage or Defects in materials or workmanship supplied by anyone other than Desert West, employees of Desert West, agents or those working under the direction of Desert West, including Subcontractors.
- f) Damages or losses that result from water leakage.
- g) Damages or losses that result from soil movement that is covered by insurance or that is compensated for by legislation.
- h) Insect damage.
- i) Dampness, condensation or standing water due to failure of Owner to maintain adequate ventilation or other cause beyond the control of Desert West.
- j) Damages or losses that occur while the structure is being used mainly for other than the intended purposes.
- k) Damage or losses that result from overloading of any floor, wall, ceiling, or roof beyond the design capacity.
- l) Any Claim for warranty that is not filed in compliance with the terms required by the Contract Documents.
- m) Defects or damages that result from poor maintenance practice, improper operation or modification, abuse, neglect or normal wear and tear.
- n) Claimed Defects that are obvious, apparent and accepted at the time of completion.
- o) Damages caused or made worse by:
 - (1) Negligence, improper operation or improper maintenance by anyone other than Desert West, employees of Desert West, agents or Subcontractors.
 - (2) Failure of Owner or anyone other than Desert West, employees of Desert West, agents or Subcontractors to comply with the warranty Requirements of the manufacturer.
 - (3) Failure of Owner to give Desert West notice of Defects within a reasonable time.
 - (4) Changes to site grading by anyone other than Desert West, employees of Desert West, agents or Subcontractors.
 - (5) Changes, additions, deletions, or any other alterations made to any part of the structure by anyone other than Desert West after the warranty term begins.
 - (6) Loss that results from failure of Owner to take timely action to mitigate or minimize damage.

2. Desert West has no liability for incidental or consequential damages from breach of any warranty provided by this agreement insofar as the loss claimed is covered by insurance of Owner or for which Owner has a right of recovery from any other party.

C. Basic Warranty Coverage

1. It is a breach of warranty if any material or design furnished, or workmanship performed by Desert West or any Subcontractor or Material Supplier, is found to be defective during the first year.

II. Contractor Claims

A. If Desert West claims that any instruction, Drawing, act or omission of Owner or any representative of Owner, or any agency of government, increases costs to Desert West, requires extra time or changes the Scope of Work, Desert West shall have the right to assert a Claim for such costs or time.

B. Unresolved Claims or disputes shall not cause Desert West to delay or suspend Work or for Owner to delay or suspend payments as provided by this agreement. Continued performance by Desert West shall not be deemed a waiver of any Claim for additional compensation or an extension of Time for Completion. Desert West shall cooperate with Owner and representatives of Owner to mitigate potential damages, delay and other adverse consequences arising out of the condition which is the subject of the Claim.

C. Desert West and Owner agree to make a good faith effort to resolve all Claims that arise under this agreement and shall seek the opinion of expert disinterested parties on the validity of Claims, when appropriate. Claims not resolved to the mutual satisfaction of Desert West and Owner shall be resolved under the provisions of this agreement covering dispute resolution.

III. Notice of Claims

A. No Claim by Desert West shall be considered unless Desert West provides Owner or Owner's Representative with a notice that there will be a Claim for additional compensation or an extension of time. This notice of Claim shall be made no less than 5 calendar days after Desert West recognizes or should have recognized that circumstances exist which support such a Claim. The notice of Claim shall include: (1) The date of the notice, (2) The date the basis for the Claim was discovered, (3) The circumstances that support the Claim, and (4) The estimated additional cost to Owner or additional time required to complete the Storey County, C Street Project.

B. If the Claim involves Extra Work, Desert West shall maintain detailed records which show each expense incurred, including payroll records and receipts for Subcontracted Work, materials and equipment. These detailed records shall be made available to Owner for verification while Work subject to the Claim is being performed.

C. Neither mediation nor arbitration shall relieve the obligation of Desert West to give timely notice of Claims. No conduct or settlement negotiation during mediation shall be considered a waiver of the right of Owner to assert that Claim procedures were not followed.

D. Desert West agrees and understands that no oral approval, either express or implied, of any Claim shall be binding upon Owner unless and until such approval is ratified by execution of a written Change Order.

IV. Arbitration

A. Any controversy or Claim arising out of or relating to this contract or contract warranty or the breach thereof which cannot be resolved by mediations shall be settled by arbitration. Any judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

1. Any controversy or Claim arising out of or relating to this contract or contract warranty or the breach thereof or a Change Order or addendum to this contract which cannot be resolved by mediations shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

B. If a dispute arises out of or relates to this contract or contract warranty, or the breach thereof, and if the dispute cannot be settled through negotiation, the Parties agree, in good faith, to first try settling the dispute by mediation administered by the American Arbitration Association under its Construction Industry Mediation Procedures before resorting to arbitration, litigation, or any other dispute resolution procedure.

C. Arbitration provisions of this contract shall be specifically enforceable.

D. The location of arbitration hearings held under this agreement shall be the county in which the Storey County, C Street Project is located unless agreed to otherwise by all Parties to the arbitration.

E. Desert West and Owner agree to include in each contract for construction or design services on the Storey County, C Street Project a clause which requires that disputes under that contract be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules.

F. Any representative of Owner or consultant to Owner or Desert West or any Subcontractor to Desert West on the Storey County, C Street Project shall have the same rights in any arbitration proceeding as are afforded by arbitration rules to Desert West and Owner. If more than one demand for arbitration is made by a Party with respect to the Storey County, C Street Project, all such Claims shall be consolidated into a single arbitration unless the Parties otherwise agree in writing.

G. If a Claimant in arbitration recovers less than 50 percent of the amount demanded in arbitration, Desert West and Owner agree that the Claimant shall pay all costs in arbitration, including the arbitrator's fees and the attorney's fees of the opposing Party.

H. Anything in this contract notwithstanding, any Claim arising out of or relating to the Contract Documents or warranty or the breach thereof may, at the option of the Claimant, be filed in any Small Claims Court having jurisdiction, in lieu of an arbitration proceeding.

I. Nothing in this article shall be interpreted as waiving any rights Desert West has under state Law for enforcement of lien rights or as waiving any right of Owner secured by a Payment or Performance Bond.

V. Insurance

A. General Requirements

1. Desert West shall carry workers' compensation insurance and public liability insurance as required by Law and regulation for the protection of Desert West and Owner during progress of the Work.

VI. Interpretation of the Contract

A. The omission of words or phrases in the Contract Documents or obvious typographical errors in the Contract Documents shall not defeat interpretation of the Contract Documents so long as the meaning is reasonably inferable from the Contract Documents taken as a whole.

B. Words and abbreviations defined in this contract are capitalized and should be understood as defined. Words commonly used in the construction industry are to be understood in their recognized technical or construction industry context. Any word not defined in this contract and which does not have a well-known technical or construction industry meaning is to be understood as defined in the most recent edition of the Merriam-Webster Collegiate Dictionary.

C. Nothing in the Contract Documents shall be interpreted as requiring Desert West to violate any Law or regulation imposed by government.

D. Wherever the words "will" or "shall" appear in the Contract Documents, it is understood that the act specified is required for compliance with the Contract Documents. The words "approved", "acceptable", and "satisfactory" mean "approved by", "acceptable to" or "satisfactory to" Owner unless otherwise expressly stated.

E. The terms "agreement" and "contract" have the same meaning and are interchangeable.

F. Organization of Specifications into various divisions and the arrangement of information on construction Drawings are for the convenience of the designer and are not intended for use in dividing Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Division of Work among construction trades or Subcontractors is the responsibility of Desert West.

G. Words of any gender used in this contract shall be construed to include both genders. Words in the singular number shall be construed to include the plural, unless the context requires otherwise.

H. Except as otherwise provided in this contract, Owner and Desert West intend that this contract be interpreted in accord with the *Restatement of Law, Contracts*, published by the American Law Institute. Specifically: All parts of the Contract Documents should be interpreted together and conduct of the Parties should be interpreted as a manifestation of intention, and specific provisions should be interpreted as qualifying the meaning of the general provisions.

VII. No Waiver of Contract Provisions

A. The failure of either Party to insist on strict performance of terms, covenants and conditions in the Contract Documents shall not be construed as waiver of any term, covenant or condition in the Contract Documents. Nor shall any custom or practice which may evolve between Desert West and Owner be construed to waive or lessen the right of either Party to insist upon performance in strict compliance with the Contract Documents.

VIII. Rights of Third Parties

A. Except as expressly provided elsewhere in this agreement, Contract Documents shall not be construed to create a contractual relationship of any kind: (1) Between Owner's Representative and Desert West, (2) Between Owner and any Subcontractor or Sub-subcontractor, (3) Between Owner and any consultant to Owner, or (4) Between any persons or entities other than Owner and Desert West.

IX. Assignment of the Contract

A. Except as otherwise provided in this agreement, Desert West shall not assign this contract or sublet it as a whole without the written consent of Owner.

B. Except as otherwise provided in this contract, Owner shall not assign this contract without the written consent of Desert West.

C. Owner and Desert West mutually bind themselves, their partners, successors, assigns, and legal representatives to all covenants, agreements and obligations contained in the Contract Documents.

D. Except as may be required under terms of the Performance Bond or Payment Bond, Desert West shall not assign money due or to become due under this agreement without prior written consent of Owner. Any assignment of money due or to become due under this agreement without prior written consent of Owner shall be void and shall not obligate Owner in any way.

E. Owner shall not assign the rights or benefits due or to become due under this agreement without prior written consent of Desert West. Any assignment of the rights or benefits due or to become due under this agreement without prior written consent of Desert West shall be void and shall not obligate Desert West in any way.

F. On request of Owner, Desert West shall consent to an assignment of this contract to a lender providing construction financing for the Storey County, C Street Project. Upon execution of the assignment, the lender shall assume the rights and obligations of Owner under this contract.

G. No assignment by Desert West or Owner shall relieve either Owner or Desert West of obligations assumed under this contract.

X. Choice of Law

A. The contract shall be governed by the Law of the State of Nevada.

XI. Choice of Venue

A. The Parties agree that venue for any action related to performance of this contract shall be in the county of Storey in the State of Nevada.

XII. Entire Agreement

A. The Contract Documents are the entire agreement and constitute a complete integration of all understandings between Desert West and Owner on the subject of the Storey County, C Street Project. The Contract Documents supersede all prior negotiations, representations and agreements, whether written or oral. No subsequent notation, renewal, addition, deletion, change or amendment to this contract shall have any force or effect unless in the form of a written Change Order or amendment to this contract.

XIII. Independent Contractor

A. Desert West shall perform all obligations required by this agreement as an independent contractor and not as an employee of Owner. No agent, employee or Subcontractor of Desert West shall accrue leave, pension, insurance, or any other benefit provided to employees of Owner.

B. Neither Desert West nor any employee of Desert West shall act as an agent, representative or employee of Owner. Desert West shall have no authorization, express or implied, to bind Owner to any agreement, liability, or understanding, except as expressly provided in this contract.

C. Nothing in this agreement shall be construed to create any partnership, joint venture, or other association between Owner and Desert West.

D. It is expressly agreed and understood that this is a nonpersonal services contract under which professional services rendered by Desert West are rendered as an independent contractor.

XIV. Severability

A. If any provision of this contract is interpreted or rendered invalid and unenforceable, then the remainder of this contract shall remain in full force and effect.

XV. Survival of Obligations

A. Provisions of this contract which by their nature survive Final Completion or termination of the contract, including any and all warranties, Indemnities, payment obligations, the obligations to settle disputes by arbitration and the right of Owner to audit the books of Desert West, shall remain in full force and effect after Final Completion or termination of the contract.

XVI. Cumulative Remedies

A. All rights and remedies provided to Desert West and Owner by the Contract Documents are cumulative and in addition to and not in limitation of rights and remedies available to Desert West and Owner at Law or in equity.

XVII. Right to Stop Work for Non-Payment

A. After giving reasonable notice, Desert West shall have the right to suspend the Work under this contract if any payment not in dispute for Work completed, including payment for Extra Work, is not received by Desert West as provided in this agreement. Once the Work is suspended, Desert West may keep the Storey County, C Street Project idle until all payments due have been received by Desert West.

B. Neither Desert West, nor Surety of Desert West, nor any Subcontractor of Desert West shall be liable for delay or damage that Owner may suffer as a result of suspension of the Work for failure to receive payments due under this agreement so long as: (1) Work was suspended by Desert West in compliance with the terms of this contract and with applicable Law, and (2) There is no good faith dispute that payment is due Desert West at the time of suspension. A good faith dispute exists if Owner provides: (1) A list of specific reasons for nonpayment, including labor, materials, or equipment not in compliance with the Contract Documents, and (2) Desert West is afforded a reasonable opportunity to correct the Defects cited or issue a credit compensating Owner for Defects that cannot be cured promptly.

C. Suspension of the Work for failure of Owner to make payments when due under the terms of this contract shall be construed as compensable delay for which the Contract Price and Contract Time shall be adjusted as provided in this agreement, so long as: (1) Work was suspended by Desert West in compliance with the terms of this contract and with applicable Law, and (2) There is no good faith dispute that payment is due Desert West at the time of suspension. A good faith dispute exists if Owner provides: (1) A list of specific reasons for nonpayment, including labor, materials, or equipment not in compliance with the Contract Documents, and (2) Desert West is afforded a reasonable opportunity to correct the Defects cited or issue a credit compensating Owner for Defects that cannot be cured promptly.

XVIII. Termination of Contract by Contractor

A. If Work is suspended for a period totaling 60 calendar days or more in aggregate for any reason (1) not related to weather, and (2) beyond control of Desert West or those responsible to Desert West, then Desert West may, upon 5 calendar days written notice, terminate all obligations under this agreement and collect compensation as provided for in this contract for termination by Desert West.

B. Should Owner or any affiliate of Owner: (1) Become insolvent, file a petition in bankruptcy, or perform an assignment for the benefit of creditors, (2) Fail to make any payment not in dispute to Desert West within 30 calendar days of the date due, or (3) Be in substantial breach of any financial commitment undertaken in this contract, then Desert West may request from Owner documentation confirming the ability of Owner to pay in full for completion of the Storey County, C Street Project. If, within 15 calendar days of this request for

documentation, Owner has not provided clear and convincing evidence of the ability to meet financial obligations of this contract, Desert West may terminate this agreement and collect compensation as may be provided in this contract or, if not so provided, as allowed by Law.

C. Desert West shall have the right to terminate this contract for: (1) Repeated failure by Owner to make payments, when due, of sums not in dispute, (2) Failure of Owner to cure a material breach of a covenant or obligation of this contract within 10 calendar days after delivery of a written demand from Desert West, or (3) Persistent failure of Owner to meet contract obligations essential for progress of the Work.

D. On termination of this contract by Desert West, Owner shall pay Desert West: (1) The proportion of the Contract Price that Work properly performed by Desert West as of the date of termination bears to the Contract Price, (2) The cost of materials purchased for Storey County, C Street Project and paid for by Desert West, but not yet incorporated into the Work and not yet paid for by Owner, (3) Losses on materials and equipment which result directly from termination, (4) The actual cost of demobilization, (5) Plus the reasonable costs of preparing a statement of costs, expenses, and losses which result from termination, and (6) Less all sums paid to Desert West for the Storey County, C Street Project and the fair value of all reasonable claims Owner has against Desert West at the time of termination.

E. After termination of this agreement by Desert West, all payments due Desert West shall be made within 30 calendar days after Desert West removes from the Job Site all equipment and material owned by Desert West.

XIX. Termination by Owner for Cause

A. Except as prohibited or restricted by Law or order of court, Owner shall have the right to terminate this contract for cause should Desert West be adjudged bankrupt, make a general assignment for the benefit of creditors, or have a receiver appointed on account of insolvency.

B. Owner shall have the right to terminate this contract for cause should Desert West on more than one occasion: (1) Refuse to correct Defective Work after being advised by Owner or Owner's Representative to make corrections, (2) Be found to have deliberately concealed from Owner or Owner's Representative a Defect or error in the Work, or (3) Be found to have deliberately deceived Owner or Owner's Representative on any issue relevant to Desert West's compliance with the Contract Documents.

C. In the absence of a material breach, this contract shall not be terminated for cause unless Desert West and any Surety of Desert West has first received a written notice from Owner: (1) Alleging that cause exists to terminate the contract, (2) Stating that Owner intends to terminate the contract if corrective measures are not taken within 5 calendar days, and (3) Listing every alleged fault giving Owner the right to terminate the contract for cause.

D. Owner may terminate this contract by written notice of default 5 calendar days after receipt of the intent to terminate, if Desert West has either: (1) Failed to initiate and diligently prosecute corrective measures for the causes listed in the intent to terminate, or (2) Failed to provide adequate written assurance that Work will be completed on a reasonable schedule, for the Contract Price, and in compliance with the Contract Documents.

E. After termination of this contract for cause, and in the absence of any notice by a Surety to begin performance of the contract, Owner may: (1) Take control of the Job Site and everything on the Job Site, including materials and equipment owned by Desert West, and (2) Complete the Work by contract or otherwise.

F. On termination of the contract for cause by Owner, and in the absence of any notice by a Surety to begin performance of the contract, Desert West shall assign to Owner all Subcontract rights, warranties, bank guarantees, and retention rights for the Storey County, C Street Project held by Desert West.

G. On request by Owner after contract termination for cause, and in the absence of any notice by a Surety to begin performance of the contract, Desert West shall promptly remove from the Job Site all materials, supplies, equipment, and tools owned by Desert West. Owner may remove and store any property of Desert West remaining on the Job Site 7 calendar days after requesting removal. Any property of Desert West remaining in storage after 90 calendar days can be sold by Owner, for the benefit of Desert West after any Claim by Owner has been satisfied.

H. The amount due Desert West after termination of the contract for cause by Owner shall be the unpaid balance due on the contract: (1) Less the cost of completing the Work, (2) Less the additional expenses incurred by Owner as a result of their termination, (3) Less any liquidated damages provided under the Contract Documents, and (4) Plus the fair value of all materials, supplies and equipment owned by Desert West and used

to complete the Work. Owner shall provide Desert West with a detailed accounting of the amount due Desert West as a result of termination for cause.

I. After termination of this contract for cause by Owner, Desert West shall not be liable for any cost of completion beyond the Contract Price if termination of the contract for cause was beyond the control and without the fault or negligence of Desert West.

J. Desert West shall notify Owner promptly of any proceeding in bankruptcy that affects Desert West.

XX. Early Partial Occupancy

A. Without prior approval of Desert West, Owner shall not occupy or use any portion of the Work until Substantial Completion of the Storey County, C Street Project. If Owner occupies or uses any portion of the Work before Substantial Completion of the Storey County, C Street Project and without prior approval of Desert West, the portion or portions used or occupied shall be considered complete, finished, accepted and the responsibility of Owner.

B. Desert West shall be entitled to a Change Order for additional expense or delay caused by Partial Use or occupancy of the Work by Owner prior to Substantial Completion.

C. No Partial Use or occupancy of the Work by Owner shall commence prior to Substantial Completion until: (1) Owner has provided appropriate insurance coverage for the premises, and (2) The public authority having jurisdiction over the Work has issued an appropriate certificate of occupancy.

D. No Partial Use or occupancy of the Work by Owner shall commence prior to Substantial Completion without a Change Order confirming the responsibility of Owner for maintenance, utilities, operation of equipment, and security during early Partial Use or occupancy.

E. The guarantee period for the portion of the Storey County, C Street Project occupied before Substantial Completion begins from the date of early occupancy.

F. Work performed on the Job Site by any Separate Contractor does not constitute occupation or use by Owner.

G. Partial Use or occupancy of the Work by Owner prior to Substantial Completion shall relieve Desert West of responsibility for loss of or damage to the portion of the Work occupied or used by Owner.

XXI. Substantial Completion

A. When, in the opinion of Desert West, the Work is Substantially Complete, Desert West shall request acknowledgment of Substantial Completion by Owner or Owner's Representative. If Owner or Owner's Representative knows of nothing that prevents the Work from being Substantially Complete, Owner or Owner's Representative shall conduct an inspection of the Work to evaluate compliance with the Contract Documents.

B. The Inspection for Substantial Completion shall be terminated and rescheduled at a later date on discovery of: (1) Any discrepancy which is inconsistent with or would restrict the intended use of Owner, (2) Any discrepancy which would be difficult to remedy with Owner occupying the premises, (3) An excessive number of discrepancies of any nature, or (4) A significant discrepancy requiring an extended period of time to repair or complete.

C. Occupancy and exclusive use of all or any portion of the Work by Owner shall constitute acknowledgment of Substantial Completion by Owner and shall: (1) Transfer to Owner responsibility for maintenance, safety, utility expense, and controlling access at the Job Site, and (2) Begin running of any warranty or call-back period on the Storey County, C Street Project.

D. Any acknowledgment of Substantial Completion may be annotated to indicate that it is not applicable to specified portions of the Work.

E. Desert West shall have the right to request that any discrete physical portion of the Storey County, C Street Project be evaluated for Substantial Completion.

F. If, after Inspection, the Storey County, C Street Project does not qualify as Substantially Complete, Owner or Owner's Representative shall provide Desert West with a written list of the Work found to be: (1) Incomplete, (2) Out of compliance with the Contract Documents, or (3) Defective in operation or workmanship. Desert West shall complete or correct all Work listed prior to requesting a subsequent Inspection for Substantial Completion.

- G. Before Owner takes possession or occupancy of the Storey County, C Street Project, Desert West shall receive a comprehensive Punch List of discrepancies to be corrected or Work to be finished by Desert West and a date for completing this Work. Desert West shall complete and correct items on the Punch List by the designated date.
- H. The Punch List given to Desert West is a complete and final list of Defective or incomplete Work on the Storey County, C Street Project. Owner shall be deemed to have accepted Work not on the Punch List. Nothing in this paragraph shall be interpreted as relieving Desert West of the obligation to meet warranty and call-back obligations.
- I. Desert West shall annotate the Punch List with: (1) A detailed breakdown of the Work required to complete or correct each item, (2) The Subcontractor or trade responsible for the Work, and (3) The dates Work will commence and be finished on each item. No annotation is required for any item on the Punch List which is beyond the control of Desert West. Failure of Desert West to furnish a detailed completion schedule for items on the Punch List shall constitute grounds for withdrawing acknowledgment of Substantial Completion.
- J. Owner's Representative will prepare a certificate of Substantial Completion for signature by Owner and Desert West when the Storey County, C Street Project or a specific portion of the Storey County, C Street Project is ready for occupancy. Except as otherwise provided in the Contract Documents, signing of the certificate of completion shall: (1) Transfer to Owner responsibility for maintenance, safety, utility expense, controlling access at the site, and (2) Begin running of any warranty or call-back period on the Storey County, C Street Project.
- K. After Substantial Completion, Desert West shall remain responsible for: (1) Damage caused by Desert West while completing the Work, and (2) Safety of crews when completing the Work.
- L. Upon Substantial Completion of the Storey County, C Street Project, Desert West shall promptly remove from the Job Site all barricades, construction tools, equipment and supplies, and all temporary structures used during construction.
- M. Upon Substantial Completion of the Storey County, C Street Project, Desert West shall promptly notify Subcontractors, insurance carriers and Sureties that construction is complete and file a notice of completion with the public authority.
- N. Equipment and systems which service any portion of the Storey County, C Street Project acknowledged as Substantially Complete shall be considered fully operational and Substantially Complete, even if the same equipment or systems serve portions of the Storey County, C Street Project not acknowledged as Substantially Complete.

XXII. Delivery of Notices

- A. Any written notice required by this contract can be: (1) Delivered by hand to the last known address of the addressee, or (2) Delivered by hand to the addressee or representative of the addressee, wherever found. Notice is effective upon delivery.
- B. Any written notice required by this contract can be: (1) Delivered by enclosing in a stamped envelope addressed to the last known address of the intended recipient and either deposited in a United States Postal Service mailbox or given to a USPS employee, or (2) Consigned to a commercial courier service and addressed to the last known address of the intended recipient. Notice is effective upon delivery if proof of delivery is provided. Where no proof of delivery is available, notice is effective 5 calendar days after mailing or consignment to a courier service.
- C. Any written notice required by this contract can be delivered by facsimile (fax) to the fax number listed in this contract. Notice sent by fax shall be effective on the date at which a machine-generated confirmation states the fax was received.
- D. Any written notice required by this contract can be delivered by e-mail to the address listed in this contract with a read receipt requested. Notice sent by e-mail shall be effective on delivery of the read receipt.
- E. The address to which notices shall be sent may be changed by sending a written notice using any means of delivery provided by this contract.

Signatures

The signatures that follow constitute confirmation by those signing that they have examined and understand the Contract Documents and agree to be bound by the terms of these documents.

By signing this agreement, Desert West confirms Inspection of the Job Site and signifies familiarity with all local conditions, Laws, and regulations under which the Work is to be performed.

This contract is for immediate acceptance. Any delay in acceptance beyond 6/16/2020 will require renegotiation of the terms of this agreement.

If this contract is not signed by Desert West at the time it is signed by Owner, Desert West shall, within 15 days thereafter, either give Owner written notice of rejection of the contract or sign the contract and supply owner with copy of the signed contract. The notice of rejection or signed contract will be delivered to Owner either personally or by certified or registered mail. In case of rejection, any payment made by Owner will be returned with the notice of rejection.

This agreement is entered into as of the date written below.

Storey County, Owner

(Signature)

(Date)

(Printed Name and Title)

Desert West Builders LLC, Contractor

(Signature)

(Date)

(Printed Name and Title)



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: 06/16/20

Estimate of time required: 15 min.

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

1. **Title: Discussion/For Possible Action:** Authorize the County Manager to approve a contract not to exceed \$14,000 and up to nine months for a temporary mobile/modular office and/or work space in which Storey County Information Technology (IT) staff may perform work while permanent space is under planning and construction at the Divide Justice Center building. The not-to-exceed amount will include setup, deposits, monthly rent/lease, and decommissioning.

2. **Recommended motion:** I [commissioner] move to authorize the County Manager to approve a contract not to exceed \$14,000 and up to nine months for a temporary mobile/modular office and/or work space in which Storey County Information Technology (IT) staff may perform work while permanent space is under planning and construction at the Divide Justice Center building. The not-to-exceed amount will include setup, deposits, monthly rent/lease, and decommissioning.

3. **Prepared by:** Austin Osborne

4. **Department:** County Manager

Telephone: 775.847.0968

5. **Staff summary:** This temporary space will facilitate needed workshop and office space for the county Information Technology (IT) department. IT department staff are currently split with half working out of the attic of Saint Mary's Art Center and the other half working from a very small building on C Street. The building in which the attic is located is under summer renovations causing intermittent plumbing and other issues. This space is also insufficient for the work being performed by IT staff and it provides no needed elevator to haul hardware and materials up its three floors. This bifurcated arrangement with the two offices is also inefficient, causes difficult communication and consistency amongst department staff, and causes numerous other issues. Permanent space at the Divide Justice Center building is expected to be complete by October 2020. Utilities in-lieu of rent currently arranged between the IT department and Saint Mary's Art Center will be redirected to offset some cost of the temporary office space. Staff reviewed bids from several reputable office space vendors and other possible providers.

6. **Supporting materials:** Attached specifications and purchase/construction contract

7. **Fiscal impact:**

Funds Available:

Fund:

____ Comptroller

8. **Legal review required:**

____ District Attorney

9. **Reviewed by:**

____ Department Head

Department Name:

____@____ County Manager

Other agency review: _____

10. **Board action:**

[] Approved

[] Approved with Modifications

[] Denied

[] Continued

Agenda Item No. 14

*When you need
extra space,
seriously consider...*



 **DesignSpace**
MODULAR BUILDINGS
From Vision to Reality | On Time and On Budget
866-889-7777



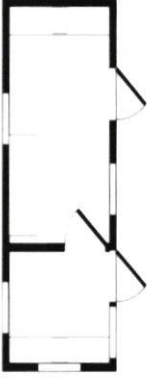
Mobile Office Buildings and Storage Containers Delivered On Time & On Budget

8' Wide Office Buildings and Storage Containers

8 x 20

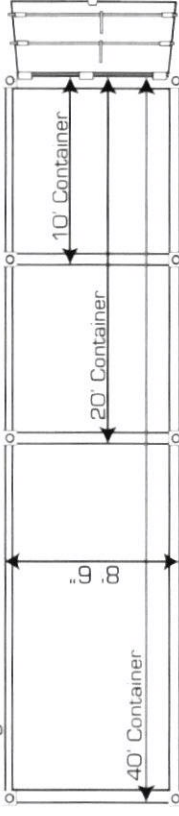


8 x 28 Office



S

storage Containers



10' Wide Office Buildings

10 x 32 Two Room Office



10 x 32 One with restroom



10 x 44 Two Room Office



10 x 44 Three Offices and Restroom

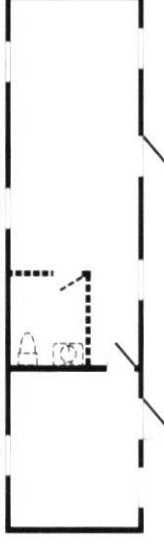


12' Wide Office Buildings

12 x 40 One Office



12 x 40 One Office and Restroom



12 x 56 Three Room Offices and Restroom



12 x 56 Three Room Office



Your Local Sales Professional:

Phone: 866-889-7777

Whether you are looking for a job-site office trailer, a storage container, a modular office building, or a permanent modular office complex, Design Space Modular Buildings has the right solutions for your company or organization. With our large inventory of offices you get immediate delivery. Or, you can order a customized modular building specifically built to your requirements.

DesignSpace
MODULAR BUILDINGS
From Vision to Reality | On Time and On Budget

www.dsmbi.com

MFP-Single Wide-DSMBI

Quotation

Customer:	Storey County Main Office	Ship To:	26 B St. Virginia City, NV 89440
Email:	jchapman@storeycounty.org		
Attention:	Jennifer Chapman		
Phone #:	702-303-1010	Fx:	

Date: 5/28/2020	Terms: Upon Invoice	Ship Via: Common Carrier
Salesperson: Michael Rourke	Quotation good for 30 days, subject to availability	

Qty.	Description		
1	12x56 WET Per Plan		
Pricing			
Building Charges			
Lease Rate:	Based upon 9 Mo. Lease Term	Monthly	\$690.00
Steps: 2@\$20.00 ea.		Monthly	\$40.00
Total Monthly (excluding Tax)			\$730.00
Total Rental for Term			\$6,570.00
One Time Charges (Billed at start of Lease)			
Delivery: Estimate			\$1,350.00
Installation:			\$250.00
Anchors:			\$700.00
State Inspection:			\$350.00
		Total:	\$2,650.00
One Time Charges (Billed at end of lease)			
Return Delivery: Estimate			\$1,350.00
Dismantling:			\$250.00
Unanchor:			\$350.00
		Total:	\$1,950.00
Additional Costs:			

- Sales Tax is not included in your quote above. Sales Tax (8.38%) is charged on all the materials and the monthly pricing including DOH fee's.
- Sales Tax will be included on all invoices
Please add \$105 for each additional tiedown; if required. If site is un-level or tires, axels & hitches need to be removed additional costs will apply.
- Set-up cost based on 1,500 p.s.f. soil bearing capacity.



Phone: (775) 359-4688
Fax: (775) 359-1118
Contact: Eric Davila
Cell: 775-359-4688
Email: eric.d@quickspacenevada.com
Web: www.quickspacenevada.com

QUOTATION

Quote #: 95313 Expires: 7/3/2020
Customer PO:
Customer Job:
Page: 1/1

Customer: Storey County Public Works - AP
Storey County Public Works
PO BOX 435 / 100 Toll Rd
Virginia City, NV 89440

Phone: 775-847-0958 Susan **Fax:** 775-847-0947

Contact: Jen Chapman
Office:
Cell: 775-847-0968
Fax:
Email: jchapman@storeycounty.org

Thank you for choosing Quick Space for your portable storage, office, restroom, and site service needs. We are pleased to provide you with the following quotation for rental of equipment.

Qty	Description	Rent (ea)	Extended Rent	Extended One-Time	Equip. Location
1	Office Trailer (10 x 40)	\$450.00	\$450.00	\$2,850.00	A
1	Holding Tank-Grey Water Serviced Weekly Delivery: Normal Pickup: Normal	\$1,160.00	\$1,160.00	\$0.00	A
1	Holding Tank-Non-Potable Water Serviced Weekly Delivery: Normal Pickup: Normal	\$620.00	\$620.00	\$0.00	A

One Time Charges:

Qty	Description	One-Time Charge (ea)	Extended One-Time	Equip. Location
100	Skirting-Perm Insulated	\$25.00	\$2,500.00	A
	MHD Permit	\$0.00	\$0.00	A

Equip. Location A : 100 Toll Rd., Virginia City, NV 89440

Rental Charge Per Rental Period		One-Time Charges		First Bill	
Period:	28 Days	Delivery Charge:	\$250.00	1 Rental Period:	\$2,267.19
Rent:	\$2,230.00	Pickup Charge:	\$250.00	Total One-Time:	\$5,350.00
Damage Waiver:	Declined	Fuel Surcharge:	\$0.00		
Tax Recovery:	\$37.19	Cleaning:	\$200.00		
Damage Waiver		Setup Charge:	\$500.00		
☐ Accepted ☒ Declined	Initials	Tiedown Charge:	\$625.00		
		Teardown Charge:	\$625.00		
		State Inspection Fee:	\$400.00		
		Other One-Time Charges:	\$2,500.00		
Total Per Period:	\$2,267.19	Total One-Time Charges:	\$5,350.00	First Bill Total:	\$7,617.19

Quick Space will invoice for the initial prorated Rental Period and the One Time Charges and Customer agrees to pay this invoice on receipt. In the event equipment is delivered on multiple days, Quick Space will pro-rate the initial Rental Period accordingly. This contract is for a minimum of 2 Rental Periods. A "Rental Period" is a 28 day billing cycle.

We do not prorate the final rental period if you return items early, so you may want to plan your return date accordingly. Any delivery and pickup costs are to within the standard city limits of the quoted city. Any additional travel time, including time to get to or from mining, construction sites, military bases, or any remote or restricted access sites, as well as any on-site time beyond the standard 45 minute allowance, will be billed at our hourly rate (currently \$110/hr) in addition to the quoted fees. You are responsible for all permits, fees, licenses, utility connections, and providing a suitable, accessible site. All transactions are subject to our credit approval. You will be required to sign Quick Space's standard lease agreement. You must provide proof of insurance or accept our damage waiver. Units provided are subject to availability.

We look forward to serving you. To accept this proposal please sign below and return it to us via fax at (775) 359-1118. If you have any questions, contact us via email or phone as shown at the top of this quote.

CUSTOMER'S SIGNATURE

DATE



Containers

Quick Space has you covered for secure storage at your project or business in standard 10', 20', 24' and 40' options. We also offer a variety of door and window options.



Restrooms

We can meet nearly any customer's needs with our deep inventory of portable restroom solutions. Our stock of Event, Jobsite or ADA restrooms, trailer mounted or high-rise units, holding tanks or hand wash stations can handle any special event or project.



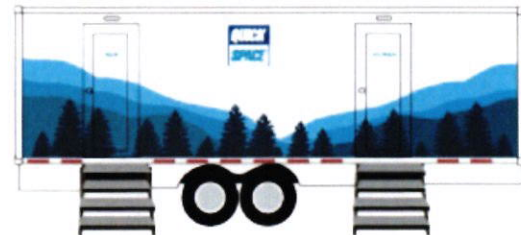
Fencing

Temporary fencing can keep your project contained and running smoothly with added security and decreased liability. Quick Space offers standard chain link as well as privacy or wind screen & crowd control to add discretion and direction to your site.



Mobile Office Space

Quick Space office containers, portable buildings, guard houses, ticket booths and other versatile work spaces range from single person work space to large multiplex offices. The selection of floorplans allow you to maximize efficiency and comfort where you need it.



Restroom Trailers

The Quick Space fleet of executive restrooms make a wonderful addition to any event or serious jobsite. These well-appointed units come in an array of sizes to best serve the needs of each individual location. Our experts can help determine the right size and amenities for either your one-time event or a highly efficient work environment. All feature modern finishes, some with luxuries like site attendants, solid wood and decorative fireplaces.

820 Marietta Way | Sparks NV | 89431

775-359-4688

www.quickspacenevada.com

Storage Containers | Mobile Offices | Storage Trailers | Portable Buildings | Site Services



Williams Scotsman, Inc.
12050 Truckee Canyon Court
Sparks, NV 89434-6524

Your Williams Scotsman Representative
Lisa Ringwald
Phone: (775)329-5054
Email: lringwa@willscot.com
Toll Free: 800-782-1500

Contract Number: 1290999

Revision: 6
Date: June 04, 2020

Lease Agreement Summary - Q#1290999

Lessee: Storey County 26 South B Street Virginia City, Nevada 89440	Contact: Jennifer Chapman 26 South B Street Virginia City, NV 89440 Phone: (775) 847-0968 Fax: Email: jchapman@storeycounty.org	Ship To Address: VIRGINIA CITY, NV 89440 US
---	--	--

Product Descriptions

QTY	PRODUCT
1	MO5212

Pricing Summary - All Options (excluding taxes)

MONTHLY CHARGES:	\$550.00
INITIAL FEES:	\$3,326.73
FINAL CHARGES:	\$0.00
TOTAL CHARGES WITH ALL OPTIONS:	\$8,276.73

Comments

Pre-payment of last month rent and/or services due on initial invoiceBased on unit availability at time of order***Floor plans provided with quote are renderings and may not be exact to scale***Based on a standard installation by truck on a flat and accessible site***Based on non-union, non-prevailing wage rates***Utilities (Elec, Plumb, Data) by others***No Footers have been quoted*** Special equipment required for install at an additional cost (if needed)***Engineered/Stamped drawings at an additional cost***Permits by others***Furniture is included at no additional charge in quote, however, it may show as a line item on first invoice for inventory purposes. Will not be a monthly reoccurring charge unless you selected an add on at the time of order***TAXES AND PERSONAL PROPERTY TAX ARE NOT INCLUDED IN QUOTE FIGURES*** • Pilots Cars may be required per local Transportation Authority. Should pilot cars be required for delivery you will be notified prior to delivery. • Quote is valid for 30 days.



Williams Scotsman, Inc.
12050 Truckee Canyon Court
Sparks, NV 89434-6524

Your Williams Scotsman Representative
Lisa Ringwald
Phone: (775)329-5054
Email: lringwa@willscot.com
Toll Free: 800-782-1500

Contract Number:1290999

Revision: 6
Date: June 04, 2020

Lease Agreement

Lessee:

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

Contact:

Jennifer Chapman
26 South B Street
Virginia City, NV, 89440
Phone: (775) 847-0968
E-mail: jchapman@storeycounty.org

Ship To Address:

VIRGINIA CITY, NV, 89440

Delivery Date(on or about):
7/1/2020

Rental Pricing Per Month

52x12 Mobile Office (48x12 Box) Unit Number:
Restroom - Standard

Minimum Lease Term: 9 Months

Quantity	Price	Extended
1	\$535.00	\$535.00
1	\$15.00	\$15.00
Total Monthly Building Charges:		\$535.00
Subtotal of Other Monthly Charges:		\$15.00
Total Rental Charges Per Month:		\$550.00

Delivery & Installation

State Inspection Fee	1	\$500.00	\$500.00
Block and Level	1	\$880.76	\$880.76
Delivery Freight	1	\$876.83	\$876.83
Teardown	1	\$192.31	\$192.31
Return Freight	1	\$876.83	\$876.83
Total Delivery & Installation Charges:			\$3,326.73

Final Return Charges*

Due On Final Invoice*: \$0.00

Total Charges Including (9) Month Rental, Delivery, Installation & Return:** \$8,276.73

Summary of Charges

Model: MO5212	QUANTITY: 1	Total Charges for (1) Building(s): \$8,276.73
---------------	-------------	---

Additional Services: For your convenience, we also recommend the following items (not included in this Agreement)

Recommended Items	Billing Frequency	Qty	Price	Extended
Bas. Entrance-Steps T2	Monthly	2	\$55.00	\$110.00
Product/Services Delivery	Initial	1	\$68.49	\$68.49
Portable Toilet	Monthly	1	\$180.00	\$180.00



Williams Scotsman, Inc.
12050 Truckee Canyon Court
Sparks, NV 89434-6524

Your Williams Scotsman Representative
Lisa Ringwald
Phone: (775)329-5054
Email: lringwa@willscot.com
Toll Free: 800-782-1500

Contract Number: 1290999
Revision: 6
Date: June 04, 2020

INSURANCE REQUIREMENTS ADDENDUM

QTY	PRODUCT	EQUIPMENT VALUE/BUILDING	DEDUCTIBLE PER UNIT
1	MO5212	\$27472.00	

Lessee: Storey County

Pursuant to the Williams Scotsman Lease Agreement and its Terms and Conditions ("Agreement"), a Lessee is obligated to provide insurance to Williams Scotsman, Inc. ("Lessor") with the following insurance coverage:

1. **Commercial General Liability Insurance:** policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence, naming the Lessor as Additional Insured and Loss Payee.
2. **Commercial Property Insurance:** covering all losses or damage, in an amount equal to 100% of the Equipment Value set forth in the Lease providing protection against perils included within the classification and special extended perils (all "risk" insurance), naming the Lessor as Additional Insured and Loss Payee.

Commercial General Liability Insurance

Lessee is providing Commercial General Liability Insurance in accordance with the requirements set forth in the Lease Agreement and Lessee shall provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If Lessee fails to deliver the required certificate of insurance, Lessee understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.

Commercial Property Insurance

Lessee is providing Commercial Property Insurance in accordance with the requirements set forth in the Lease Agreement and shall provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If Lessee fails to deliver the required certificate of insurance, Lessee understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.



Williams Scotsman, Inc.
12050 Truckee Canyon Court
Sparks, NV 89434-6524

Your Williams Scotsman Representative
Lisa Ringwald
Phone: (775)329-5054
Email: lringwa@willscot.com
Toll Free: 800-782-1500

Contract Number: 1290999

Revision: 7
Date: June 04, 2020

Lease Agreement Summary - Q#1290999

Lessee: Storey County 26 South B Street Virginia City, Nevada 89440	Contact: Jennifer Chapman 26 South B Street Virginia City, NV 89440 Phone: (775) 847-0968 Fax: Email: jchapman@storeycounty.org	Ship To Address: VIRGINIA CITY, NV 89440 US
---	--	--

Product Descriptions

QTY	PRODUCT
1	MO5212

Pricing Summary - All Options (excluding taxes)

MONTHLY CHARGES:	\$1,920.00
INITIAL FEES:	\$4,237.69
FINAL CHARGES:	\$0.00
TOTAL CHARGES WITH ALL OPTIONS:	\$21,517.69

Comments

Pre-payment of last month rent and/or services due on initial invoiceBased on unit availability at time of order***Floor plans provided with quote are renderings and may not be exact to scale***Based on a standard installation by truck on a flat and accessible site***Based on non-union, non-prevailing wage rates***Utilities (Elec, Plumb, Data) by others***No Footers have been quoted*** Special equipment required for install at an additional cost (if needed)***Engineered/Stamped drawings at an additional cost***Permits by others***Furniture is included at no additional charge in quote, however, it may show as a line item on first invoice for inventory purposes. Will not be a monthly reoccurring charge unless you selected an add on at the time of order***TAXES AND PERSONAL PROPERTY TAX ARE NOT INCLUDED IN QUOTE FIGURES*** • Pilots Cars may be required per local Transportation Authority. Should pilot cars be required for delivery you will be notified prior to delivery. • Quote is valid for 30 days.



Williams Scotsman, Inc.
12050 Truckee Canyon Court
Sparks, NV 89434-6524

Your Williams Scotsman Representative
Lisa Ringwald
Phone: (775)329-5054
Email: lringwa@willscot.com
Toll Free: 800-782-1500

Contract Number:1290999

Revision: 7
Date: June 04, 2020

Lease Agreement

Lessee:

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

Contact:

Jennifer Chapman
26 South B Street
Virginia City, NV, 89440
Phone: (775) 847-0968
E-mail: jchapman@storeycounty.org

Ship To Address:

VIRGINIA CITY, NV, 89440

Delivery Date(on or about):
7/1/2020

Rental Pricing Per Month

	Quantity	Price	Extended
52x12 Mobile Office (48x12 Box) Unit Number:	1	\$535.00	\$535.00
Restroom - Standard	1	\$15.00	\$15.00
Fresh Water Tank - Rental	1	\$870.00	\$870.00
Holding Tank	1	\$500.00	\$500.00
Minimum Lease Term: 9 Months	Total Monthly Building Charges:		\$535.00
	Subtotal of Other Monthly Charges:		\$1,385.00
	Total Rental Charges Per Month:		\$1,920.00

Delivery & Installation

State Inspection Fee	1	\$500.00	\$500.00
Product/Services Delivery Delivery+Install of water tank	1	\$410.96	\$410.96
Delivery Freight - Tank(s) Del+Install of holding tank	1	\$500.00	\$500.00
Block and Level	1	\$880.76	\$880.76
Delivery Freight	1	\$876.83	\$876.83
Teardown	1	\$192.31	\$192.31
Return Freight	1	\$876.83	\$876.83
Total Delivery & Installation Charges:			\$4,237.69

Final Return Charges*

Due On Final Invoice*: \$0.00

Total Charges Including (9) Month Rental, Delivery, Installation & Return:** \$21,517.69

Summary of Charges

Model: MO5212	QUANTITY: 1	Total Charges for (1) Building(s): \$21,517.69
---------------	-------------	--

Additional Services: For your convenience, we also recommend the following items (not included in this Agreement)

Recommended Items	Billing Frequency	Qty	Price	Extended
Bas. Entrance-Steps T2	Monthly	2	\$55.00	\$110.00
Portable Toilet	Monthly	1	\$180.00	\$180.00



Williams Scotsman, Inc.
12050 Truckee Canyon Court
Sparks, NV 89434-6524

Your Williams Scotsman Representative
Lisa Ringwald
Phone: (775)329-5054
Email: lringwa@willscot.com
Toll Free: 800-782-1500

Contract Number:1290999
Revision: 7
Date: June 04, 2020

INSURANCE REQUIREMENTS ADDENDUM

QTY	PRODUCT	EQUIPMENT VALUE/BUILDING	DEDUCTIBLE PER UNIT
1	MO5212	\$27472.00	

Lessee:Storey County

Pursuant to the Williams Scotsman Lease Agreement and its Terms and Conditions ("Agreement"), a Lessee is obligated to provide insurance to Williams Scotsman, Inc. ("Lessor") with the following insurance coverage:

1. **Commercial General Liability Insurance:** policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence, naming the Lessor as Additional Insured and Loss Payee.
2. **Commercial Property Insurance:** covering all losses or damage, in an amount equal to 100% of the Equipment Value set forth in the Lease providing protection against perils included within the classification and special extended perils (all "risk" insurance), naming the Lessor as Additional Insured and Loss Payee.

Commercial General Liability Insurance

Lessee is providing Commercial General Liability Insurance in accordance with the requirements set forth in the Lease Agreement and Lessee shall provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If Lessee fails to deliver the required certificate of insurance, Lessee understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.

Commercial Property Insurance

Lessee is providing Commercial Property Insurance in accordance with the requirements set forth in the Lease Agreement and shall provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If Lessee fails to deliver the required certificate of insurance, Lessee understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.



Williams Scotsman, Inc.
12050 Truckee Canyon Court
Sparks, NV 89434-6524

Your Williams Scotsman Representative
Lisa Ringwald
Phone: (775)329-5054
Email: lringwa@willscot.com
Toll Free: 800-782-1500

Contract Number:1290999

Revision: 8
Date: June 04, 2020

Lease Agreement Summary - Q#1290999

Lessee: Storey County 26 South B Street Virginia City, Nevada 89440	Contact: Jennifer Chapman 26 South B Street Virginia City, NV 89440 Phone: (775) 847-0968 Fax: Email: jchapman@storeycounty.org	Ship To Address: VIRGINIA CITY, NV 89440 US
---	--	--

Product Descriptions

QTY	PRODUCT
1	MO5212

Pricing Summary - All Options (excluding taxes)

MONTHLY CHARGES:	\$1,889.00
INITIAL FEES:	\$4,237.69
FINAL CHARGES:	\$0.00
TOTAL CHARGES WITH ALL OPTIONS:	\$15,571.69

Comments

Pre-payment of last month rent and/or services due on initial invoiceBased on unit availability at time of order***Floor plans provided with quote are renderings and may not be exact to scale***Based on a standard installation by truck on a flat and accessible site***Based on non-union, non-prevailing wage rates***Utilities (Elec, Plumb, Data) by others***No Footers have been quoted*** Special equipment required for install at an additional cost (if needed)***Engineered/Stamped drawings at an additional cost***Permits by others***Furniture is included at no additional charge in quote, however, it may show as a line item on first invoice for inventory purposes. Will not be a monthly reoccurring charge unless you selected an add on at the time of order***TAXES AND PERSONAL PROPERTY TAX ARE NOT INCLUDED IN QUOTE FIGURES*** • Pilots Cars may be required per local Transportation Authority. Should pilot cars be required for delivery you will be notified prior to delivery. • Quote is valid for 30 days.

WILLSCOT**Williams Scotsman, Inc.**
12050 Truckee Canyon Court
Sparks, NV 89434-6524**Your Williams Scotsman Representative**Lisa Ringwald
Phone: (775)329-5054
Email: lringwa@willscot.com
Toll Free: 800-782-1500**Contract Number:**1290999**Revision:** 8
Date: June 04, 2020**Lease Agreement****Lessee:**Storey County
26 South B Street
Virginia City, Nevada, 89440**Contact:**Jennifer Chapman
26 South B Street
Virginia City, NV, 89440
Phone: (775) 847-0968
E-mail: jchapman@storeycounty.org**Ship To Address:**

VIRGINIA CITY, NV, 89440

Delivery Date(on or about):
7/1/2020**Rental Pricing Per Month**

	Quantity	Price	Extended
52x12 Mobile Office (48x12 Box) Unit Number:	1	\$504.00	\$504.00
Restroom - Standard	1	\$15.00	\$15.00
Fresh Water Tank - Rental	1	\$870.00	\$870.00
Holding Tank	1	\$500.00	\$500.00

Minimum Lease Term: 6 Months

Total Monthly Building Charges: \$504.00

Subtotal of Other Monthly Charges: \$1,385.00

Total Rental Charges Per Month: \$1,889.00**Delivery & Installation**

State Inspection Fee	1	\$500.00	\$500.00
Product/Services Delivery Delivery+Install of water tank	1	\$410.96	\$410.96
Delivery Freight - Tank(s) Del+Install of holding tank	1	\$500.00	\$500.00
Block and Level	1	\$880.76	\$880.76
Delivery Freight	1	\$876.83	\$876.83
Teardown	1	\$192.31	\$192.31
Return Freight	1	\$876.83	\$876.83

Total Delivery & Installation Charges: \$4,237.69**Final Return Charges*****Due On Final Invoice*:** \$0.00**Total Charges Including (6) Month Rental, Delivery, Installation & Return**:** \$15,571.69**Summary of Charges**

Model: MO5212	QUANTITY: 1	Total Charges for (1) Building(s): \$15,571.69
---------------	-------------	--

Additional Services: For your convenience, we also recommend the following items (not included in this Agreement)

Recommended Items	Billing Frequency	Qty	Price	Extended
Bas. Entrance-Steps T2	Monthly	2	\$55.00	\$110.00
Portable Toilet	Monthly	1	\$180.00	\$180.00



Williams Scotsman, Inc.
12050 Truckee Canyon Court
Sparks, NV 89434-6524

Your Williams Scotsman Representative
Lisa Ringwald
Phone: (775)329-5054
Email: lringwa@willscot.com
Toll Free: 800-782-1500

Contract Number:1290999
Revision: 8
Date: June 04, 2020

INSURANCE REQUIREMENTS ADDENDUM			
QTY	PRODUCT	EQUIPMENT VALUE/BUILDING	DEDUCTIBLE PER UNIT
1	MO5212	\$27472.00	

Lessee:Storey County

Pursuant to the Williams Scotsman Lease Agreement and its Terms and Conditions ("Agreement"), a Lessee is obligated to provide insurance to Williams Scotsman, Inc. ("Lessor") with the following insurance coverage:

1. **Commercial General Liability Insurance:** policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence, naming the Lessor as Additional Insured and Loss Payee.
2. **Commercial Property Insurance:** covering all losses or damage, in an amount equal to 100% of the Equipment Value set forth in the Lease providing protection against perils included within the classification and special extended perils (all "risk" insurance), naming the Lessor as Additional Insured and Loss Payee.

Commercial General Liability Insurance

Lessee is providing Commercial General Liability Insurance in accordance with the requirements set forth in the Lease Agreement and Lessee shall provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If Lessee fails to deliver the required certificate of insurance, Lessee understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.

Commercial Property Insurance

Lessee is providing Commercial Property Insurance in accordance with the requirements set forth in the Lease Agreement and shall provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If Lessee fails to deliver the required certificate of insurance, Lessee understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.



Williams Scotsman, Inc.
12050 Truckee Canyon Court
Sparks, NV 89434-6524

Your Williams Scotsman Representative
Lisa Ringwald
Phone: (775)329-5054
Fax:
Email: lringwa@willscot.com
Toll Free: 800-782-1500

Contract Number:1290999
Revision: 1
Date: June 04, 2020

Lease Agreement Summary - Q#1290999

Lessee: Storey County 26 South B Street Virginia City, Nevada 89440	Contact: Jennifer Chapman 26 South B Street Virginia City, NV 89440 Phone: (775) 847-0968 Fax: Email: jchapman@storeycounty.org	Ship To Address: VIRGINIA CITY, NV 89440 US
---	--	--

Product Descriptions

QTY	PRODUCT
1	MO4412
1	MO5012

Pricing Summary - All Options (excluding taxes)

MONTHLY CHARGES:	\$2,057.16
INITIAL FEES:	\$11,264.03
FINAL CHARGES:	\$0.00
TOTAL CHARGES WITH ALL OPTIONS:	\$29,778.47

Comments

Pre-payment of last month rent and/or services due on initial invoiceBased on unit availability at time of order***Floor plans provided with quote are renderings and may not be exact to scale***Based on a standard installation by truck on a flat and accessible site***Based on non-union, non-prevailing wage rates***Utilities (Elec, Plumb, Data) by others***No Footers have been quoted*** Special equipment required for install at an additional cost (if needed)***Engineered/Stamped drawings at an additional cost***Permits by others***Furniture is included at no additional charge in quote, however, it may show as a line item on first invoice for inventory purposes. Will not be a monthly reoccurring charge unless you selected an add on at the time of order***TAXES AND PERSONAL PROPERTY TAX ARE NOT INCLUDED IN QUOTE FIGURES*** • Pilots Cars may be required per local Transportation Authority. Should pilot cars be required for delivery you will be notified prior to delivery. • Quote is valid for 30 days.



Williams Scotsman, Inc.
12050 Truckee Canyon Court
Sparks, NV 89434-6524

Your Williams Scotsman Representative
Lisa Ringwald
Phone: (775)329-5054
Fax:
Email: lringwa@willscot.com
Toll Free: 800-782-1500

Contract Number:1290999

Revision: 1
Date: June 04, 2020

Lease Agreement

Lessee:

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

Contact:

Jennifer Chapman
26 South B Street
Virginia City, NV, 89440
Phone: (775) 847-0968
Fax:

Ship To Address:

VIRGINIA CITY, NV, 89440

Delivery Date(on or about):
7/1/2020

E-mail: jchapman@storeycounty.org

Rental Pricing Per Month

	Quantity	Price	Extended
44x12 Mobile Office (40x12 Box) Unit Number:	1	\$443.70	\$443.70
Property Damage Waiver (11/12)	1	\$86.00	\$86.00
Window/Door Security Bundle - 40+	1	\$39.00	\$39.00
General Liability - Allen Insurance	1	\$22.00	\$22.00
Data Hub Rental T2	1	\$50.00	\$50.00
Prof. Office Package T2	1	\$54.00	\$54.00
Prof. Conference Package T2	1	\$105.73	\$105.73
Bas. Entrance-Steps T2	2	\$80.00	\$160.00
Restroom - Standard	1	\$15.00	\$15.00

Minimum Lease Term: 9 Months

Total Monthly Building Charges: \$443.70
Subtotal of Other Monthly Charges: \$531.73
Total Rental Charges Per Month: \$975.43

Delivery & Installation

Tiedown-Dirt Removal	16	\$30.38	\$486.08
State Inspection Fee	1	\$500.00	\$500.00
Delivery - Pilot Car	1	\$250.00	\$250.00
Delivery - Wide Load Permits	1	\$65.00	\$65.00
Return - Pilot Car	1	\$249.86	\$249.86
Return - Wide load Permits	1	\$65.00	\$65.00
Tiedowns into dirt	16	\$116.17	\$1,858.72
Block and Level	1	\$203.41	\$203.41
Delivery Freight	1	\$876.83	\$876.83
Teardown	1	\$171.79	\$171.79
Return Freight	1	\$876.83	\$876.83

Total Delivery & Installation Charges: \$5,603.52

Final Return Charges*

Due On Final Invoice*: \$0.00

Total Charges Including (9) Month Rental, Delivery, Installation & Return: \$14,382.39**

Comments

Professional Office Package: 1 Standard desk, 1 luxhide executive chair, 1 white board, 1 floor mat, 1 trash can (28 qt.), 1 coat hook, 2 stackable side chairs, 1 three drawer pedestal filing cabinets, 1 office supply starter kit *Professional Conference Room Package: 2 standard tables, 1 cafe table, 8 manager's chairs, 1 full size refrigerator, 1 coffee pot (12 cup), 1 microwave, 1 large white board, 1 trash can (23 gal.), convenience starter kit

Summary of Charges

Model: MO4412	QUANTITY: 1	Total Charges for (1) Building(s): \$14,382.39
---------------	-------------	---



Williams Scotsman, Inc.
12050 Truckee Canyon Court
Sparks, NV 89434-6524

Your Williams Scotsman Representative
Lisa Ringwald
Phone: (775)329-5054
Fax:
Email: lringwa@willscot.com
Toll Free: 800-782-1500

Contract Number:1290999
Revision: 1
Date: June 04, 2020

Lease Agreement

Lessee:

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

Contact:

Jennifer Chapman
26 South B Street
Virginia City, NV, 89440
Phone: (775) 847-0968
Fax:

Ship To Address:

VIRGINIA CITY, NV, 89440

Delivery Date(on or about):
7/1/2020

E-mail: jchapman@storeycounty.org

Rental Pricing Per Month

	Quantity	Price	Extended
50x12 Mobile Office (46x12 Box) Unit Number:	1	\$550.00	\$550.00
Bas. Entrance-Steps T2	2	\$80.00	\$160.00
Property Damage Waiver (11/12)	1	\$86.00	\$86.00
Window/Door Security Bundle - 40+	1	\$39.00	\$39.00
General Liability - Allen Insurance	1	\$22.00	\$22.00
Data Hub Rental T2	1	\$50.00	\$50.00
Prof. Office Package T2	1	\$54.00	\$54.00
Prof. Conference Package T2	1	\$105.73	\$105.73
Restroom - Standard	1	\$15.00	\$15.00

Minimum Lease Term: 9 Months

Total Monthly Building Charges: \$550.00
Subtotal of Other Monthly Charges: \$531.73
Total Rental Charges Per Month: \$1,081.73

Delivery & Installation

Tiedown-Dirt Removal	16	\$30.38	\$486.08
State Inspection Fee	1	\$500.00	\$500.00
Delivery - Pilot Car	1	\$250.00	\$250.00
Delivery - Wide Load Permits	1	\$65.00	\$65.00
Return - Pilot Car	1	\$250.00	\$250.00
Return - Wide load Permits	1	\$65.00	\$65.00
Tiedowns into dirt	16	\$116.17	\$1,858.72
Block and Level	1	\$239.74	\$239.74
Delivery Freight	1	\$876.83	\$876.83
Teardown	1	\$192.31	\$192.31
Return Freight	1	\$876.83	\$876.83

Total Delivery & Installation Charges: \$5,660.51

Final Return Charges*

Due On Final Invoice*: \$0.00

Total Charges Including (9) Month Rental, Delivery, Installation & Return: \$15,396.08**

Comments

Professional Office Package: 1 Standard desk, 1 luxhide executive chair, 1 white board, 1 floor mat, 1 trash can (28 qt.), 1 coat hook, 2 stackable side chairs, 1 three drawer pedestal filing cabinets, 1 office supply starter kit *Professional Conference Room Package: 2 standard tables, 1 cafe table, 8 manager's chairs, 1 full size refrigerator, 1 coffee pot (12 cup), 1 microwave, 1 large white board, 1 trash can (23 gal.), convenience starter kit

Summary of Charges

Model: MO5012	QUANTITY: 1	Total Charges for (1) Building(s): \$15,396.08
---------------	-------------	--



Williams Scotsman, Inc.
12050 Truckee Canyon Court
Sparks, NV 89434-6524

Your Williams Scotsman Representative
Lisa Ringwald
Phone: (775)329-5054
Fax:
Email: lringwa@willscot.com
Toll Free: 800-782-1500

Contract Number: 1290999

Revision: 1
Date: June 04, 2020

INSURANCE REQUIREMENTS ADDENDUM

QTY	PRODUCT	EQUIPMENT VALUE/BUILDING	DEDUCTIBLE PER UNIT
1	MO4412	\$23565.00	\$3000.00
1	MO5012	\$31154.00	\$3000.00

Lessee: Storey County

Pursuant to the Williams Scotsman Lease Agreement and its Terms and Conditions ("Agreement"), a Lessee is obligated to provide insurance to Williams Scotsman, Inc. ("Lessor") with the following insurance coverage:

- Commercial General Liability Insurance:** policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence, naming the Lessor as Additional Insured and Loss Payee.
- Commercial Property Insurance:** covering all losses or damage, in an amount equal to 100% of the Equipment Value set forth in the Lease providing protection against perils included within the classification and special extended perils (all "risk" insurance), naming the Lessor as Additional Insured and Loss Payee.

By signing below, the Lessee agrees to the terms and conditions stated herein. All other general Terms and Conditions of the Agreement shall remain the same and in full force and effect. Each party is hereby authorized to accept and rely upon a facsimile or electronic signature of the other party on this Addendum. Any such signature shall be treated as an original signature for all purposes.

Commercial General Liability Insurance

Lessee elects to participate in the Commercial General Liability Insurance Program, whereby Lessee will receive insurance coverage through American Southern Insurance Company ("Insurer") and administered by Allen Insurance Group ("Agent"). The Lessee acknowledges and agrees that the policy issued by the Insurer is a third party liability policy that covers those amounts that Lessee is legally obligated to pay due to bodily injury and property damage arising from the proper use and occupancy of Equipment leased from Williams Scotsman up to the policy limits. Coverage is subject to underwriting and specific terms and conditions set forth in the policy. An outline of cover is available upon request. By signing below, Lessee understands and agrees that the Lessor is not providing the insurance coverage and serves only as a billing agent for the Insurer and its Agent; and, accordingly, it assumes no liability therefore.

Signature of Lessee: _____ Print Name: _____ Date: _____

Damage Waiver Program

Lessee elects to participate in the Lessor's Damage Waiver Program. Lessee understands and agrees that under this program, the Lessor waives, for a fee, Lessee's obligation to carry Commercial Property Insurance and Lessee's liability to Lessor for repair or replacement of the modular units leased from Williams Scotsman resulting from loss or damage as specified in the Lease Agreement. Lessee remains liable to Williams Scotsman for the amount of the damage deductible per unit of equipment noted above. Please refer to the Agreement for specific details on coverage, exclusions and restrictions on coverage. The Property Damage Waiver is not and shall not constitute a contract for insurance.

Signature of Lessee: _____ Print Name: _____ Date: _____

Please return this signed document with the signed lease agreement



Phone: (775) 359-4688
Fax: (775) 359-1118
Contact: Eric Davila
Cell: 775-359-4688
Email: eric.d@quickspacenevada.com
Web: www.quickspacenevada.com

QUOTATION

Quote #: 95633

Expires: 7/10/2020

Customer PO:

Customer Job:

Page: 1/1

Customer: Storey County Public Works - AP
Storey County Public Works
PO BOX 435 / 100 Toll Rd
Virginia City, NV 89440

Phone: 775-847-0958 Susan **Fax:** 775-847-0947

Contact: Jen Chapman

Office:

Cell: 775-847-0968

Fax:

Email: jchapman@storeycounty.org

Thank you for choosing Quick Space for your portable storage, office, restroom, and site service needs. We are pleased to provide you with the following quotation for rental of equipment.

Qty	Description	Rent (ea)	Extended Rent	Extended One-Time	Equip. Location
1	Office Trailer (12 x 60)	\$550.00	\$550.00	\$4,600.00	A

One Time Charges:

Qty	Description	One-Time Charge (ea)	Extended One-Time	Equip. Location
	MHD Permit	\$0.00	\$0.00	A

Equip. Location A : 100 Toll Rd., Virginia City, NV 89440

Rental Charge Per Rental Period	
Period:	28 Days
Rent:	\$550.00
Damage Waiver:	Declined
Tax Recovery:	\$45.46
Damage Waiver	
☐ Accepted ☒ Declined _____	
Initials	
Total Per Period:	\$595.46

One-Time Charges	
Delivery Charge:	\$500.00
Pickup Charge:	\$500.00
Fuel Surcharge:	\$0.00
Cleaning:	\$200.00
Setup Charge:	\$750.00
Tiedown Charge:	\$1,125.00
Teardown Charge:	\$1,125.00
State Inspection Fee:	\$400.00
Other One-Time Charges:	\$0.00
Total One-Time Charges:	\$4,600.00

First Bill	
6 Rental Periods:	\$3,572.76
Total One-Time:	\$4,600.00
First Bill Total:	\$8,172.76

Quick Space will invoice for the initial prorated Rental Period and the One Time Charges and Customer agrees to pay this invoice on receipt. In the event equipment is delivered on multiple days, Quick Space will pro-rate the initial Rental Period accordingly. This contract is for a minimum of 2 Rental Periods. A "Rental Period" is a 28 day billing cycle.

We do not prorate the final rental period if you return items early, so you may want to plan your return date accordingly. Any delivery and pickup costs are to within the standard city limits of the quoted city. Any additional travel time, including time to get to or from mining, construction sites, military bases, or any remote or restricted access sites, as well as any on-site time beyond the standard 45 minute allowance, will be billed at our hourly rate (currently \$110/hr) in addition to the quoted fees. You are responsible for all permits, fees, licenses, utility connections, and providing a suitable, accessible site. All transactions are subject to our credit approval. You will be required to sign Quick Space's standard lease agreement. You must provide proof of insurance or accept our damage waiver. Units provided are subject to availability.

We look forward to serving you. To accept this proposal please sign below and return it to us via fax at (775) 359-1118. If you have any questions, contact us via email or phone as shown at the top of this quote.

CUSTOMER'S SIGNATURE

DATE



Containers

Quick Space has you covered for secure storage at your project or business in standard 10', 20', 24' and 40' options. We also offer a variety of door and window options.



Restrooms

We can meet nearly any customer's needs with our deep inventory of portable restroom solutions. Our stock of Event, Jobsite or ADA restrooms, trailer mounted or high-rise units, holding tanks or hand wash stations can handle any special event or project.



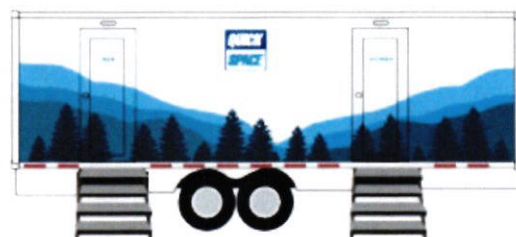
Fencing

Temporary fencing can keep your project contained and running smoothly with added security and decreased liability. Quick Space offers standard chain link as well as privacy or wind screen & crowd control to add discretion and direction to your site.



Mobile Office Space

Quick Space office containers, portable buildings, guard houses, ticket booths and other versatile work spaces range from single person work space to large multiplex offices. The selection of floorplans allow you to maximize efficiency and comfort where you need it.



Restroom Trailers

The Quick Space fleet of executive restrooms make a wonderful addition to any event or serious jobsite. These well-appointed units come in an array of sizes to best serve the needs of each individual location. Our experts can help determine the right size and amenities for either your one-time event or a highly efficient work environment. All feature modern finishes, some with luxuries like site attendants, solid wood and decorative fireplaces.

820 Marietta Way | Sparks NV | 89431

775-359-4688

www.quickspacenevada.com

Storage Containers | Mobile Offices | Storage Trailers | Portable Buildings | Site Services



Phone: (775) 359-4688
Fax: (775) 359-1118
Contact: Eric Davila
Cell: 775-359-4688
Email: eric.d@quickspacenevada.com
Web: www.quickspacenevada.com

QUOTATION

Quote #: 95313 Expires: 7/3/2020
Customer PO:
Customer Job:
Page: 1/1

Customer: Storey County Public Works - AP
Storey County Public Works
PO BOX 435 / 100 Toll Rd
Virginia City, NV 89440

Phone: 775-847-0958 Susan **Fax:** 775-847-0947

Contact: Jen Chapman
Office:
Cell: 775-847-0968
Fax:
Email: jchapman@storeycounty.org

Thank you for choosing Quick Space for your portable storage, office, restroom, and site service needs. We are pleased to provide you with the following quotation for rental of equipment.

Qty	Description	Rent (ea)	Extended Rent	Extended One-Time	Equip. Location
1	Office Trailer (10 x 40)	\$450.00	\$450.00	\$2,850.00	A
1	Holding Tank-Grey Water Serviced Weekly Delivery: Normal Pickup: Normal	\$1,160.00	\$1,160.00	\$0.00	A
1	Holding Tank-Non-Potable Water Serviced Weekly Delivery: Normal Pickup: Normal	\$620.00	\$620.00	\$0.00	A

One Time Charges:

Qty	Description	One-Time Charge (ea)	Extended One-Time	Equip. Location
	MHD Permit	\$0.00	\$0.00	A

Equip. Location A : 100 Toll Rd., Virginia City, NV 89440

Rental Charge Per Rental Period	
Period:	28 Days
Rent:	\$2,230.00
Damage Waiver:	Declined
Tax Recovery:	\$37.19
Damage Waiver	
☐ Accepted ☒ Declined _____	
Initials	
Total Per Period:	\$2,267.19

One-Time Charges	
Delivery Charge:	\$250.00
Pickup Charge:	\$250.00
Fuel Surcharge:	\$0.00
Cleaning:	\$200.00
Setup Charge:	\$500.00
Tiedown Charge:	\$625.00
Teardown Charge:	\$625.00
State Inspection Fee:	\$400.00
Other One-Time Charges:	\$0.00
Total One-Time Charges:	\$2,850.00

First Bill	
6 Rental Periods:	\$13,603.14
Total One-Time:	\$2,850.00
First Bill Total:	\$16,453.14

Quick Space will invoice for the initial prorated Rental Period and the One Time Charges and Customer agrees to pay this invoice on receipt. In the event equipment is delivered on multiple days, Quick Space will pro-rate the initial Rental Period accordingly. This contract is for a minimum of 2 Rental Periods. A "Rental Period" is a 28 day billing cycle.

We do not prorate the final rental period if you return items early, so you may want to plan your return date accordingly. Any delivery and pickup costs are to within the standard city limits of the quoted city. Any additional travel time, including time to get to or from mining, construction sites, military bases, or any remote or restricted access sites, as well as any on-site time beyond the standard 45 minute allowance, will be billed at our hourly rate (currently \$110/hr) in addition to the quoted fees. You are responsible for all permits, fees, licenses, utility connections, and providing a suitable, accessible site. All transactions are subject to our credit approval. You will be required to sign Quick Space's standard lease agreement. You must provide proof of insurance or accept our damage waiver. Units provided are subject to availability.

We look forward to serving you. To accept this proposal please sign below and return it to us via fax at (775) 359-1118. If you have any questions, contact us via email or phone as shown at the top of this quote.

CUSTOMER'S SIGNATURE

DATE



Containers

Quick Space has you covered for secure storage at your project or business in standard 10', 20', 24' and 40' options. We also offer a variety of door and window options.



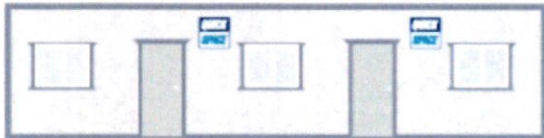
Restrooms

We can meet nearly any customer's needs with our deep inventory of portable restroom solutions. Our stock of Event, Jobsite or ADA restrooms, trailer mounted or high-rise units, holding tanks or hand wash stations can handle any special event or project.



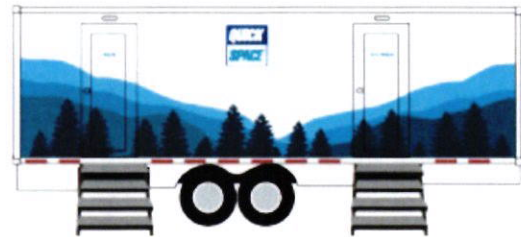
Fencing

Temporary fencing can keep your project contained and running smoothly with added security and decreased liability. Quick Space offers standard chain link as well as privacy or wind screen & crowd control to add discretion and direction to your site.



Mobile Office Space

Quick Space office containers, portable buildings, guard houses, ticket booths and other versatile work spaces range from single person work space to large multiplex offices. The selection of floorplans allow you to maximize efficiency and comfort where you need it.



Restroom Trailers

The Quick Space fleet of executive restrooms make a wonderful addition to any event or serious jobsite. These well-appointed units come in an array of sizes to best serve the needs of each individual location. Our experts can help determine the right size and amenities for either your one-time event or a highly efficient work environment. All feature modern finishes, some with luxuries like site attendants, solid wood and decorative fireplaces.

820 Marietta Way | Sparks NV | 89431

775-359-4688

www.quickspacenevada.com

Storage Containers | Mobile Offices | Storage Trailers | Portable Buildings | Site Services



Storey County Board of County Commissioners Agenda Action Report

Meeting date: June 16, 2020

Estimate of time required: 10 minutes

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

1. **Title:** Discussion/Possible Action: Confirmation of Comptroller chosen by County Manager in accordance with appointment procedures in NRS 251.170.

2. **Recommended motion:** In accordance with the procedures set forth by NRS 251.170, I [commissioner] motion to confirm the County Manager's appointment of Jennifer McCain as Storey County Comptroller.

3. **Prepared by:** Austin Osborne

Department: County Manager's Office

Telephone: 847-0968

4. **Staff summary:** NRS 251.170 states that in counties with fewer than 100,000 population, the County Manager may appoint a County Comptroller with confirmation by the Board if County Commissioners. This action will provide confirmation of the County Manager's appointment of Jennifer McCain as Storey County Comptroller.

5. **Supporting materials:** Appointment Notice

6. **Fiscal impact:**

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

 Department Head
____ County Manager

Department Name:

Other agency review: _____

9. **Board action:**

[] Approved
[] Denied

[] Approved with Modifications
[] Continued

Agenda Item No. 15



STOREY COUNTY COMMISSIONERS' OFFICE

Storey County Courthouse
26 South "B" Street
P.O. Box 176 Virginia City, Nevada 89440
Phone: 775.847.0968 - Fax: 775.847.0949
commissioners@storeycounty.org

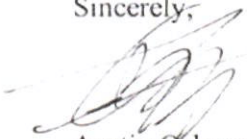
June 5, 2020

Re: Appointment as Storey County Comptroller

Jennifer McCain:

Please accept this letter that on May 26, 2020 you were appointed as Storey County Comptroller subject to confirmation by the Board of Storey County Commissioners pursuant to NRS 251.170.

Sincerely,



Austin Osborne
Storey County Manager

Attest:

Storey County Clerk/Treasurer Vanessa Stephens



C.c.: Storey County Commission Chairman Marshall McBride
Storey County Human Resources Office
Storey County District Attorney's Office



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 06/16/2020

Estimate of time required: 5-15 min.

Agenda: Consent ☐ Regular agenda ☐ Public hearing required ☐

1. **Title:** Consideration and possible action to approve resolution 20-578, Declaring Intention of Storey County to amend a lease with Divide Fitness, Inc., of real property and improvements owned by Storey County located at 800 South C Street in Virginia City, Nevada.

2. **Recommended motion:** I [commissioner] move to approve resolution 20-578.

3. **Prepared by:** Vanessa Stephens

Department: County Manager's Office

Telephone: 775-847-0969

4. **Staff summary:** See attached resolution.

5. **Supporting materials:** Resolution 20-578

6. **Fiscal impact:**

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

____ Department Head

Department Name: Commissioner's Office

____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. 16

RESOLUTION NO. 20-578

**RESOLUTION Declaring Intention of Storey County to Amend a Lease With
Divide Fitness, Inc., of Real Property and Improvements
Owned by Storey County Located at 800 South C Street in
Virginia City, Nevada**

WHEREAS, NRS 244.2833 authorizes the Board of County Commissioners of Storey County to lease real property belonging to the County without first offering the property to the public and for less than fair market value, if applicable, if the Board determines in a resolution that such lease is in the best interests of the County; and,

WHEREAS, NRS 244.2833 further requires that notice of the proposed lease and of a date for a public hearing on the proposed lease be published in a newspaper of general circulation in the County; and

WHEREAS; The land and improvements located at 800 South C Street in Virginia City, Nevada, is real property owned by Storey County; and,

WHEREAS; The County has already leased a portion of that property to Divide Fitness, Inc. (Property) and is proposing to amend that lease to extend the original term of the lease from two years to three years with an option to extend the lease for an additional two years at the same rental rate of \$1,500.00 per month.

NOW THEREFORE IS IT HEREBY RESOLVED AS FOLLOWS:

1. That the proposed amendment of the lease of the Property to Divide Fitness Inc., without first offering the Property to the public, is in the best interests of the County.

2. A hearing to consider the proposed lease will be held on the _____ day of _____ at the hour of 10:30 a.m. at the Virginia City Courthouse at 26 South B Street in Virginia City, Nevada
3. Notice of the time and date for the public hearing to consider the proposed lease must be published in a newspaper of general circulation published in Storey County at least once not less than 10 days nor more than 20 days before the hearing.

ADOPTED this _____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS OF STOREY COUNTY

By: _____
MARSHALL McBRIDE, Chairman

ATTEST:

VANESSA STEPHENS
Storey County Clerk/Treasurer

NRS 244.2833 Lease of building space or other real property that is less than 25,000 square feet.

1. The board of county commissioners may offer any county-owned building or any portion thereof or any other real property for lease without complying with the provisions of NRS 244.2795, 244.281 and 244.283 if:

(a) The area of the building space or other real property is less than 25,000 square feet; and

(b) The board of county commissioners adopts a resolution stating that it is in the best interest of the county to lease the property:

(1) Without offering the property to the public; and

(2) For less than the fair market value of the building space or other real property, if applicable.

2. The board of county commissioners shall:

(a) Cause to be published at least once, in a newspaper qualified under chapter 238 of NRS that is published in the county in which the county-owned building or portion thereof or the other real property is located, a notice setting forth a description of the county-owned building or portion thereof or the other real property proposed to be leased in such a manner as to identify it; and

(b) Hold a public hearing on the matter not less than 10 or more than 20 days after the date of publication of the notice.

3. A lease of a county-owned building or any portion thereof or any other real property pursuant to this section may be made on such terms and conditions as the board of county commissioners deems proper. The duration of such a lease must not exceed 3 years and may include an extension for not more than an additional 2 years.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 06/16/20

Estimate of time required: 15 min.

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

1. **Title:** Discussion/Possible Action: Resolution No. 20-582 to reduce on a day-to-day prorated basis the total rent/lease of all "non-essential" commercial tenants of properties owned by Storey County and ordered to close by Governor Sisolak's Directive 003 (March 20, 2020). This will provide an additional ten days of rent forgiveness to Divide Fitness and an additional four days of rent forgiveness to the Old Corner Bar from that already provided per Resolution 20.568.
2. **Recommended motion:** I [county commissioner] motion to approve Resolution No. 20-582 to reduce on a day-to-day prorated basis the total rent/lease of all "non-essential" commercial tenants of properties owned by Storey County and ordered to close by Governor Sisolak's Directive 003 (March 20, 2020). This will provide an additional ten days of rent forgiveness to Divide Fitness and an additional four days of rent forgiveness to the Old Corner Bar from that already provided per Resolution 20.568, and in accordance with the staff summary included herein.

3. **Prepared by:** Austin Osborne

4. **Department:** County Manager

Telephone: 775.847.0968

5. **Staff summary:** On March 12, 2020, Governor Sisolak made a Declaration of Emergency related to COVID-19, and on March 20, 2020 he issued Directive 003 mandating the closure of all non-essential businesses in Nevada. Gyms, fitness establishments, and businesses involving the sale of alcohol were defined as non-essential and ordered to close to the public. The Governor during the COVID-19 emergency advised commercial landlords within their means to reduce rent, forgive rent, or to take other available action to lessen the adverse impact of the Governor's directive on small and non-essential businesses.

The Old Corner Bar and Divide Fitness are the only commercial tenants of Storey County subject to this action. Divide Fitness remained closed during this entire period. The Old Corner Bar provide "off-site" sales on the weekends between May 6 and May 29 as allowed by Resolution 20.569. Resolution 20.568 forgave rent from March 20 to May 18 (60 days). Resolution 20.569 provides rent forgiveness May 19 to May 29 and prorates the days that the Old Corner Bar was open as described above.

6. **Supporting materials:**

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

Funds Available:

Fund:

____ Comptroller

8. **Legal review required:**

___ Yes ___ District Attorney

9. **Reviewed by:**

____ Department Head

Department Name:

____ @ ____ County Manager

Other agency review: _____

10. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 17

RESOLUTION NO. 20 - 582

Resolution: Declaring Extended Reduction in Rent for Nonessential Businesses operating on County Owned Properties

WHEREAS: On March 12, 2020, Governor Sisolak issued a Declaration of Emergency for the State of Nevada to address the COVID – 19 pandemic; and

WHEREAS: On March 20, 2020, Governor Sisolak issued Emergency Directive 003 ordering all non-essential businesses to close down; and

WHEREAS: On March 20, 2020, the Department of Public Safety, Division of Emergency Management followed up the Governor's directive 003 by issuing an emergency regulation further defining nonessential businesses which nonessential businesses included fitness facilities and bars; and,

WHEREAS: On March 29, 2020, Governor Sisolak issued Directive 008 addressing evictions and stated: "[T]his is not the time to come down hard on small businesses who have been forced to shut down and have been hit hard by the economic fallout of this pandemic; and,

WHEREAS: The Divide Fitness Center and the Old Corner Bar; are two small businesses which rent properties from Storey County that have been deemed non-essential businesses and which are currently shut down: and

WHEREAS: On April 9, 2020, the Board of County Commissioners of Storey County approved the cessation of the obligation of these businesses to pay rent until May 18, 2020; and,

WHEREAS: On May 6, 2020, the Board of Storey County Commissioners approved Resolution 20-569 authorizing the Storey County Liquor Board to waive the requirements that a pub, winery, bar, or brewery obtain an off-sale liquor license in order to provide curbside or home delivery during the COVID 19 emergency; and,

WHEREAS: The Divide Fitness remained closed during this entire period, while the Old Corner Bar provided “off-site” sales on the weekends between May 6 and May 29 as allowed by Resolution 20.569.

NOW THEREFORE, IN LINE WITH THE DIRECTIVES OF GOVERNOR SISOLAK, IT IS HEREBY RESOLVED AS FOLLOWS:

The small businesses identified above will not be required to pay rent or incur late fees for non-payment of rent or accrue any obligation to later pay rent for the period beginning on May 18, 2020, during the days which they were unable to provide any services , and ending on May 29, 2020, the date non-essential businesses are allowed to reopen. To the extent the Old Corner Bar was able to provide services during this time period it is required to pay pro-rated rent for the days it did provide for off-sale services. All other obligations of the tenants under their leases will remain effective. .

DATED THIS _____ DAY OF JUNE, 2020.

BOARD OF COUNTY COMMISSIONERS OF STOREY COUNTY

BY: _____
Marshall McBride, Chairman

ATTEST

Vanessa Stephens
Storey County Clerk/Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: June 16, 2020

Estimate of time required: 15 minutes

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title: FOR POSSIBLE ACTION:** Consideration and possible approval of Stipulation (Stipulation #4) between Storey County and the Tahoe-Reno Industrial Center LLC (TRI Center) addressing additional revenues to be included as project revenues that are available to retire outstanding vouchers issued by Storey County to TRI Center, providing for the retirement of vouchers in the amount of four million dollars by TRI Center in lieu of constructing a fire station and park, for the conveyance of real property (APN 005-041-65) to Storey County by TRI Center as a location for constructing a new fire station and other matters properly related thereto.
2. **Recommended motion:** I _____ (Commissioner) move to approve Stipulation #4 between Storey County and TRI Center regarding revenues to be included in project revenues, retirement of vouchers in the amount of four million dollars, the waiver of the obligation by TRI Center to build a fire station and park, the conveyance of real property for a fire station and other related matters. This motion is contingent upon the delivery of a grant, bargain and sale deed conveying real property bearing APN 005-041-65 to Storey County.
3. **Prepared by:** Keith Loomis
4. **Department:** District Attorney's Office **Telephone:** 847-0964
5. **Staff summary:** See attached staff summary.
6. **Supporting materials:** Stipulation #4
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. 18

STAFF SUMMARY

Stipulation #4 is the result of a lengthy series of on again off again negotiations between the Tahoe-Reno Industrial Center LLC (TRI Center) and Storey County extending over almost four years. Under the Development Agreement TRI Center is entitled to require that the County pay 35% of project net revenues to TRI Center to retire the vouchers that have been approved by County to pay for the costs of constructing public infrastructure within the TRI Center Industrial Park (Industrial Park). Project net revenues are defined as Project revenues minus the costs the County incurs in operations and maintenance activities within the Industrial Park. Project revenues are revenues received by the County from taxes and fees generated within the Industrial Park. In 2016, TRI Center commissioned a study by Fiscal Solutions LLC to determine whether there were other sources of revenue derived from the Industrial Park which should be added to project revenues. A number of additional sources of revenue were identified and presented to the County. The County agreed with some of the sources and not others. Stipulation #4 recognizes as sources of additional revenue centrally assessed property taxes as they apply to electric lines and gas pipelines within the Industrial Park. Stipulation #4 also recognizes as project revenue liquor and gaming license fees generated within the Industrial Park, utility fees charged by NV Energy to customers within the Industrial Park and waste pick-up fees charged by Waste Management to customers within the Industrial Park.

The most significant source of additional project revenues takes into account sales tax revenues generated within the Industrial Park. Sales tax revenues have not been included in the past due to the fact that the County received a "Guaranty Amount" from the State for its Supplemental City-County Relief Tax (SCCRT) which was not reflective of the actual amount of sales taxes generated within the Industrial Park. In Fiscal Year (FY) 2015/2016 the County ceased taking the Guaranty Amount and started receiving the SCCRT in a manner reflective of the actual amount of the SCCRT taxes actually generated. In the last year the County received the Guaranty Amount, FY 2014/2015, it received \$1,494,381. Also in FY 2014/2015 the County received \$530,000 in Basic City-County Relief Tax (BCCRT) revenues, totaling \$2,024,381 in sales tax revenues (the "Base Amount"). The Stipulation provides that a portion of the revenues generated by the city-county relief taxes will henceforth be included in project revenues. This amount will be figured by deducting from the revenues received for the sales taxes the Base Amount and attributing 80% of the additional sales tax revenue received as having been generated from the Industrial Park. This percentage can be adjusted every five years if the pace of development increases outside of the Industrial Park more than the pace of development within the Industrial Park.

Also resolved in this stipulation is a requirement in the Development Agreement that TRI Center provide the County with a second fire station and a park. The Stipulation provides that TRI Center will not have to provide the second fire station. Rather, TRI Center will credit four million dollars against the outstanding vouchers and convey a parcel of real property bearing

APN 005-041-65 to the County as the location for a fire station which the County will subsequently construct at its expense.

The Stipulation also provides for two potential increases in the O & M costs which are deducted from project revenues to arrive at net project revenues. These potential increases include one shot expenditures in excess of \$50,000.00 for activities within the Industrial Park for County road and drainageway improvements and for the cost of a comprehensive drainage study. The second potential increase occurs when the Tesla subsidy for governmental services expires at the end of the 2024/2025 fiscal year. At that point the stipulated O & M costs will increase by the amount of the subsidy paid by Tesla to the Storey County Fire Protection District for fire and emergency medical services. This amount will thereafter increase by 5% each following year.

This summary covers the material portions of the summary. There are other minor modifications.

**STIPULATION AND AMENDMENT
TO DEVELOPMENT AGREEMENT**

THIS STIPULATION AND AMENDMENT (“Stipulation 4”) is entered into by and between TAHOE-RENO INDUSTRIAL CENTER, LLC (“TRI”), a Nevada limited liability company, and the COUNTY OF STOREY (“Storey County” or the “County”), a political subdivision of the State of Nevada, regarding that certain Development Agreement dated February 1, 2000 between TRI and the County. The defined terms in the Development Agreement, including all exhibits, shall have the same meanings when used herein.

WHEREAS, the Development Agreement has been amended by: that certain Stipulation Regarding Reportable Costs dated March 18, 2008 (“Stipulation #1”); that certain Stipulation Regarding TRI Reportable Costs and Related Matters dated February 1, 2011 (“Stipulation #2”); and that certain Stipulation Regarding Incremental Tax Revenues Received From The Tahoe Reno Industrial Center Tax Increment Area dated January 29, 2019 (“Stipulation 3”). The Development Agreement, as amended, is hereinafter referred to collectively as the “Agreement”.

WHEREAS, Exhibit “E” to the Agreement, the TRI Public-Private Partnership Capital Improvement Plan (“CIP Plan”), sets forth a process for reimbursing TRI for the cost of constructing Project Public Infrastructure dedicated to County through the payment of a portion of Project Revenues received by County. The CIP Plan defines “Project Revenues” as taxes and fees calculated annually received by County from Project-related sources, as further specified in Subsection I.CC of the CIP Plan; and the CIP Plan defines “O&M Costs” in part as annual expenditures of County attributable to operation, maintenance, repair or reconstruction of infrastructure, or services performed on behalf of the Project. Subsection 1.W

WHEREAS, audits by an independent auditor (“Audits” by the “Auditor”) have been performed for the fiscal years ending June 30th in 2002-2016, in order to determine Project Revenues, Project Costs, Net Revenue and Net Revenue Reimbursements.

WHEREAS, a Storey County Revenue Allocation Study (the Study) was conducted by Fiscal Solutions, LLC to determine the feasibility of including other sources of revenue derived from taxes and fees generated within TRI in Project Revenues.

WHEREAS, the study determined that while centrally assessed property (“CAP”) tax revenues derived from telecommunication companies, railroad companies, charter and feeder air carriers and national freight and large regional air carriers should not be considered as sources of revenue, CAP tax revenues from natural gas distribution and pipeline companies and electric companies were subject to further consideration.

WHEREAS, after further consideration, it was determined that only revenues from centrally assessed properties owned by NV Energy were worth including in Project Revenues.

WHEREAS, in addition to the centrally assessed properties of NV Energy certain Project Revenues which have not been included in the past Audits by agreement of the parties should now be counted, to wit: utility business license fee revenue (“Utility Fees”) generated by Project businesses; solid waste collection franchise fees (“Waste Pick Up Fees”) paid to the County by Waste Management of Nevada, Inc. (“WM”) generated by Project businesses; liquor and gaming license fees generated by Project businesses (“Liquor and Gaming License Fees”); and sales tax (“Supplemental City-County Relief Tax” or “SCCRT” and “Basic City-County Relief Tax” or “BCCRT”)

WHEREAS, motor vehicle fuel tax revenues were removed from consideration as an additional possible source of Project Revenue due to the requirement that they are dedicated to the

to the construction , maintenance and repair of county rights-of-way and therefore do not fall under the definition of Project Revenue in Subsection I.A.CC of the CIP Plan.

WHEREAS, certain O&M Costs which have not been included in the Audits by agreement of the parties should now be counted, as specified in Section 2 below; and,

NOW THEREFORE, TRI and County agree and stipulate as follows.

1. NEW PROJECT REVENUES. In addition to the Project Revenue calculated by previous Audits, the following Project Revenue will be included in future Audits, commencing with the Audit for FY 2016/2017 .

1.1 CAP Taxes. Project Revenues from CAP Taxes for gas and electric utilities shall be determined by:

1.1.1 Calculating separately the percent of secured centrally assessed values of the gas and electric utilities in the County (excluding the electric utilities secured centrally assessed value of the Tracy Power Plant expansion constructed approximately between 2005 to 2008) of the total secured centrally assessed values of the County, as determined by the Nevada Department of Taxation;

1.1.2 Calculating separately the percent of gas and electric lane miles within the Project of the total gas and electric lane miles within the County, as determined by the applicable public utility owning the facilities, if available, and if not available based on reasonable estimate of lane miles within the Project and the County;

1.1.3 Calculating the total amount of CAP Taxes received by the County from gas and electric utilities, separately, by multiplying the total centrally assessed revenue received by the County (excluding CAP Taxes received from the

property tax rates levied for Indigent Accident, Indigent Medical, Capital Acquisition and Youth Services) times the gas and electric percentage's calculated in Section 1.1.1;

1.1.4 Calculating the amount of gas and electric utility centrally assessed Project Revenue, separately, by multiplying the results Section 1.1.3 by the gas and electric Project lane mile percentage's calculated in Section 1.1.2.

1.2 Utility Fees. Project Revenue from Utility Fees for gas and electric utility charges of NV Energy customers within the Project shall be based annually for the applicable fiscal year on information provided by NV Energy to the County identifying said Utility Fees within the Project, or from information acquired from NV Energy by Auditor.

1.3 Waste Pick Up Fees. Project Revenue from Waste Pick Up Fees shall be ascertained from WM based on the charges of WM during a fiscal year for solid waste pick up from Project businesses. County and the Auditor will verify the addresses and revenues of all Project customers of WM each year for purposes of requiring WM to provide this information.

1.4 Liquor and Gaming License Fees. Project Revenue shall include the annual Liquor and Gaming License Fees paid by applicable businesses in the Project.

1.5 Sales Taxes. BCCRT and SCCRT Project Revenue have not been included in previous Audits due to the difficulty in determining what portions of BCCRT and SCCRT are Project Revenue. Prior to FY 2015/2016 the County did not receive its share of SCCRT mandated by state statutes based on sales and use tax revenues collected within the County. Instead, the County received a set sum from the state under NRS 377.057(1) (the "Guaranty Amount"). Pursuant to NRS 377.057(2) County began receiving SCCRT collected in the

County in lieu of the Guaranty Amount in FY 2015/2016. In the last year the County received the Guaranty Amount, FY 2014/2015, it received \$1,494,381. Also in FY 2014/2015 the County received \$530,000 in BCCRT revenues, totaling \$2,024,381 in sales tax revenues (the “Base Amount”). In order to ensure that the County does not sustain a hardship by adding sales tax revenues to Project Revenue, for purposes of calculating Project Revenue from sales taxes, the Auditor shall first subtract the Base Amount from SCCRT and BCCRT collected by County in the fiscal year. While there are still problems with determining how much of SCCRT and BCCRT distributed to the County by the state is Project Revenue (i.e., inadequate information from the Nevada Department of Taxation), to the extent that these tax sources can be reasonably determined as Project Revenue, they should be included in future Audits. It is clear that the vast majority of growth and economic development in the County over the last two decades has occurred in the Project. Until better information is available, it is reasonable to consider as Project Revenue a percentage of BCCRT and SCCRT collected in sales tax revenues by the County, after subtracting the Base Amount. The parties mutually agree that 80% of BCCRT and SCCRT after subtracting the Base Amount shall be considered Project Revenue for future Audits, commencing with the Audit for FY 2016/2017.

1.6 80% Allocation Adjustment. The 80% Allocation assumes that future growth of County BCCRT and SCCRT revenues will occur at a rate of 80% or more in the Project. If, however, future BCCRT and SCCRT revenue growth in the Project occurs at a lower percentage than 80%, the parties agree there should be a reduction of the 80% Allocation. The parties therefore agree that the Storey County Assessor shall measure the increase in commercial square footage occurring after FY 2020/2021 every five (5) years, beginning

after FY 2025/2026. If the increase of commercial square footage in the Project is less than 80% of the increase in commercial square footage of property in the County, then the 80% Allocation shall be reduced accordingly. For example, if the increase on June 30, 2026 in commercial square footage in the Project is 75% of the increase in commercial square footage of property in the County, then commencing for the FY 2026/2027 Audit, 75% of BCCRT and SCCRT after subtracting the Base Amount shall be considered Project Revenue. After five (5) years, on June 30, 2031, the increase in commercial square footage in the Project after FY 2020/2021 shall again be measured by the Storey County Assessor against the increase of commercial square footage of property in the County, and if less than 80%, the percentage of BCCRT and SCCRT after subtracting the Base Amount shall be adjusted accordingly for the next five (5) years, commencing for FY 2031/2032.

Attached hereto as Exhibit A is a list of commercial uses which will be considered as uses consisting of commercial square footage. Definitions of these uses are set forth in that Resolution Determining Similar Uses in the I-2 Heavy Industrial Zone adopted by the Board of County Commissioners on May 3, 2005. Also to be considered as being part of the commercial square footage are fulfillment businesses which are defined as: third party logistics warehouses where incoming orders are received, processed, and filled and includes every business which collects sales tax from its customers.

2. INCREASES IN STIPULATED COUNTY O&M COSTS. In Stipulation #2 TRI and the County stipulated to a set amount for O&M Costs, which sum increases annually by 5% ("Stipulated O&M Costs"). TRI and County now agree to increase the Stipulated O&M Costs in any Audit year in which the County has expenditures from either of the two following categories.

2.1 Loss of Tesla Fire Services Subsidy. County, the Storey County Fire Protection District (“Fire District”) and Tesla Motors, Inc (“Tesla”), a property owner in TRI, entered into a certain Government Services Agreement in June 2015 pursuant to which Tesla pays to the other parties an annual payment to defray the cost of “Government Services”, as defined therein, in the amounts and pursuant to the methodology specified in Section 5 of said agreement. A portion of the Tesla annual fee payment is distributed to the Fire District for fire protection and emergency medical services (“Fire District Fee”). Tesla’s obligation to make annual payments expires at the end of FY 2024/2025. Commencing in FY 2025/2026 TRI and County agree that the Stipulated O&M Costs shall be increased by an amount equal to the portion of the Tesla annual payment for FY 2024/2025 equal to the Fire District Fee, and said sum shall increase by 5% in each year thereafter; provided that if all or a portion of the Fire District Fee is being paid by a third party (e.g., Tesla or another property owner in the Project) then that sum shall not be added to the Stipulated O&M Costs.

2.2 Major Road and Drainage Expenditures. TRI and the County acknowledge that the Stipulated O&M Costs do not include major one-shot expenditures exceeding \$50,000 per project for County road improvements or County drainageway improvements in the Project or the cost of a comprehensive drainage study (“Major Expenditures”). Examples of these types of expenditures include but are not limited to projects costing more than \$50,000 for asphalt overlays of County roads, chip or cape seals of County roads, reconstruction of County roads or repair of flood damage to County drainage channels. Normal maintenance of roads and drainage channels is excluded from Major Expenditures, including but not limited to sealing of roadway cracks, painting and stripping of roadways, snow removal,

or vegetation and trash removal. TRI and County agree that in any Audit year in which County has one or more expenditures in the Project for Major Expenditures, said expenditures shall be added to the Stipulated O&M Costs for that year. The foregoing notwithstanding, County agrees that any expenditures for Major Expenditures that are funded by the revenue from the County's 0.25% Infrastructure Sales Tax override, motor vehicle fuel tax revenues or revenues from another source for which the County has acquired dedicated funding (e.g. local, state, federal or private grants), shall not be added to Stipulated O&M Costs; nor shall expenditures for Major Expenditures be added to Stipulated O&M Costs if there is a cash balance in the 0.25% Infrastructure Sales Tax override account designated for infrastructure improvements in the Project sufficient to pay for the Major Expenditures.

3. DEVELOPMENT AGREEMENT AMENDMENTS.

3.1. Subsection 11.19 Amended and Restated. Section 11.19 of the Development Agreement is amended and restates in its entirety as follows:

This Agreement in and of itself does not represent a personal obligation of the officers, members or personnel of Developer or its partners, or of the shareholders of such partners or members nor of the officers, members or personnel of the successors and assigns of Developer. Nothing herein contained shall in and of itself be deemed to create an obligation of the Developer, its successors or assignees, to complete the Development of the entire Project as contemplated as it is assumed that reasonable changes to the Project may be made in response to changing conditions

3.2. Land Dedications and Waiver of Liability. County and Developer acknowledge that Developer has sold to Owners all but a small amount of Property and Developer, subject to the provisions of this subsection, has performed its obligations under

Subsections 6.4 and 6.5 of the Agreement to build and dedicate Project Public Infrastructure and Project Private Infrastructure.

3.2.1. Fire Station Site. Developer shall convey to County on or before execution of this Stipulation #4, at no charge to County, APN 005-041-65, further described as Lot 2016-9 as shown on that Record of Survey recorded in the Official Records of the Storey County Recorder's Office as Document No. 124412 be used for a future fire station or other county facilities, in the sole discretion of County.

3.2.2. Waiver of Obligations. County agrees that Developer has constructed all Project Public Infrastructure and Project Private Infrastructure that will be required of Developer and County waives all Developer's obligations under Subsections 6.4 and 6.5 of the Agreement; provided that nothing contained in this Subsection 3.2 hereof shall limit or prohibit County from requiring an Owner to build Project Public Infrastructure or Project Private Infrastructure, subject to the provisions of the Agreement and in accordance with federal, state and local laws. In part, the waiver of future construction waives the obligation of Developer to construct an additional fire station and park. In recognition of the waiver of these obligations, Developer will waive the payment of vouchers for Milan East (\$825,647.23), Venice (\$507,017.08), USA RR Bridge (\$2,380,905.31), and \$286,430.38 of the voucher for USA Parkway Phase III. As to this latter voucher, County will issue a new voucher in the amount of \$3,331,622.18 with the same payment

date as the existing USA Parkway Phase III voucher. Developer will return the original vouchers identified above to County.

3.2.3. Dedication of Infrastructure. To the extent Developer has built to the date of this Stipulation 4, but not dedicated to County, Project Public Infrastructure (e.g., streets, drainage, channels), the parties shall cooperate in good faith with due diligence to effectuate and complete said dedications pursuant to the process set out in the TRI Public-Private Partnership Capital Improvement Plan.

3.2.4. Process Water Infrastructure. Developer has made certain written contractual commitments to TRI General Improvement District (“TRIGID”) and certain Owners who receive or intend to receive water service for processing uses (e.g., manufacturing, cooling or other uses other than domestic use) to build and dedicate to TRIGID process water infrastructure (e.g., TMWRF Pipeline (as hereinafter defined), pump stations, storage tanks, induction wells, groundwater production wells, pipelines within the Project, storage reservoir and dam upgrades). Nothing contained in the Subsection 3.2 shall limit, eliminate or affect Developer’s obligations to construct and dedicate to TRIGID said process water infrastructure.

4. TIA PAYMENTS To the extent that County has created a Tax Increment Area (“TIA”) for the purpose of reimbursing participants for the construction of an effluent pipeline between the Truckee Meadows Wastewater Reclamation Facility and the Project (“TMWRF

Pipeline”), the accumulation of tax revenue from County sources that are used to reimburse those participants will not be included in Project Revenue.

(signatures appear on the following page)

IN WITNESS WHEREOF, the undersigned parties have set their hands on the last date of a signatory below.

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

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

By: Norman Properties, Inc., a California
corporation, Managing Member

By: _____
Don Roger Norman, President

By: _____
Marshall McBride, Chairman

Date: _____

Date: _____



Storey County Board of County Commissioners Agenda Action Report

Meeting date: June 16, 2020

Estimate of time required: 20 minutes

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Transfer of Appropriations in the Storey County General Budget

2. **Recommended motion:** I approve the transfers of appropriations within General Fund Departments and Special Revenue Funds pursuant to NRS 354.598005 in the amount of \$444,500

3. **Prepared by:** Jennifer McCain

Department: Comptroller

Telephone: 775-847-1006

4. **Staff summary:** Procedural matter per NRS 354.598005 for transferring appropriations.

5. **Supporting materials:** Spreadsheet of proposed transfers detailing affected funds, functions, and transferred amounts

6. **Fiscal impact:**

Funds Available:

Fund: ALL

 Comptroller

7. **Legal review required:**

_____ District Attorney

8. **Reviewed by:**

_____ Department Head

Department Name: Commissioner's Office

_____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 19

NRS 354.598005 Procedures and requirements for augmenting or amending a budget

- 1) If available resources (unanticipated or higher Beginning fund Balance) exceed those budgeted for:
 - a) Funds receiving ad valorem must PUBLISH a notice for 3 days and need a RESOLUTION
 - b) Funds not receiving ad valorem and enterprise funds just need a RESOLUTION, no publish
- 5) Appropriations may be TRANSFERRED between FUNCTIONS, FUNDS & CONTINGENCY accounts if the transfer does not increase the total appropriations
 - a) (comptroller) may transfer appropriations within any function
 - b) (comptroller) may transfer appropriations between functions and programs if:
 - 1) BOC is advised at next regular meeting
 - 2) ACTION is recorded in minutes
 - c) (comptroller) may recommend and BOC authorize TRANSFER of appropriations BETWEEN FUNDS or CONTINGENCY if:
 - 1) BOC announces at next regular meeting and sets EXACT AMOUNTS to be transferred and affected the accounts, functions and programs and funds affected
 - 2) BOX set forth the reasons
 - 3) Action is recorded in the minutes

Summary of Transfers in General

	<u>Page Totals</u>	
Page 2	295,700	Transfers from Contingency
Page 2	50,000	Transfers between Funds
	345,700	Contingency used
Page 3	10,000	Transfers within a Dept between Objects
Page 3	88,800	Special Rev Funds Transfers Between Objects
	444,500	Total Transfers

Transfers from Contingency to General Fund Departments

Fund 001 General

295,700 from Contingency (57900) to various General Fund Departments

Clerk/Treasurer

unemployment	\$	5,700	001-102-52015-000
Bank Charges	\$	5,000	001-102-53031-000

Assessor

Wages	\$	10,000	001-104-51010-000
Rents /Leases	\$	1,000	001-104-53070-000

Sheriff

Fuel	\$	20,000	001-107-53040-000
Coroner	\$	10,000	001-107-54303-000
Utilities	\$	6,000	001-107-53022-000
Auto Maint	\$	6,000	001-107-53030-000
Rents/Lease	\$	6,000	001-107-53027-000
Tires	\$	3,000	001-107-53041-000

Justice Court

Wages	\$	20,000	001-113-51010-000
-------	----	---------------	-------------------

Community Relations

	\$	85,000	001-116-57002-000
--	----	---------------	-------------------

Service

Wages	\$	10,000	001-118-51010-000
PERS	\$	12,500	001-118-52010-000
Health Insurance	\$	5,700	001-118-52012-000
Unemployment	\$	6,300	001-118-52015-000

Comptroller

Wages	\$	27,000	001-121-51010-000
PERS	\$	55,000	001-121-52010-000

Emergency Mgmt

Health Insurance		1,500	001-142-52012-000
------------------	--	--------------	-------------------

295,700	PAGE Totals	\$ 295,700	
----------------	--------------------	-------------------	--

-

Transfers Between Contingency and Special Revenue Funds

50,000 from Contingency			001-600-57900-000
Emergency Mitigation COVID-19		50,000	050-050-54090-619

50,000	50,000
---------------	---------------

Transfers within a Department between Objects

Fund 001 General - IT (119)

10,000	Computer Equipment Capital		001-119-64160-000
		Wages	10,000 001-119-51010-000
10,000		10,000	

Special Revenue Funds Transfers between Objects

Fund 020 Roads

\$ 9,800	Professional Services		020-020-53070-000
\$ 28,000	Sand Salt		020-020-54400-000
\$ 15,000	Insurance Premium		020-020-56600-000
	Wages	\$ 10,000	020-020-51010-000
	PERS	\$ 6,600	020-020-52010-000
	Health Insurance	\$ 4,300	
	Retiree Ins Subsidiary	\$ 31,900	020-020-52016
\$ 52,800	PAGE TOTALS	\$ 52,800	

Fund 230 VC Tourism

36,000	Rents/Leases-Fairgrounds		230-230-53027-114
	Wages	18,000	230-230-51010-000
	PERS	10,000	230-230-52010-000
	Health Insurance	8,000	230-230-52012-000
36,000		36,000	

Special Revenue Funds Transfers

between Objects Totals **\$ 88,800**



Storey County Board of County Commissioners Agenda Action Report

Meeting date: June 16, 2020

Estimate of time required: 5 minutes

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Augment STOREY COUNTY CAPITAL PROJECTS FUND

2. **Recommended motion:** I approve Resolution 20-579 which accepts the Augmentation for the Storey County Capital Projects Fund pursuant to NRS 354.598005 in the amount of \$2,000,000.

3. **Prepared by:** Jennifer McCain and Staff

Department: Comptroller

Telephone: 775-847-1006

4. **Staff summary:** Higher than anticipated Ending Fund Balance

5. **Supporting materials:** Spreadsheet of proposed augmentations and Resolution _____

6. **Fiscal impact:** yes

Funds Available:

Fund: ALL

cmc Comptroller

7. **Legal review required:**

_____ District Attorney

8. **Reviewed by:**

_____ Department Head

Department Name: Commissioner's Office

_____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 20

RESOLUTION # _____

RESOLUTION TO AUGMENT THE 2019-2020 STOREY COUNTY CAPITAL PROJECTS FUND

Whereas, total resources of the **STOREY COUNTY CAPITAL PROJECTS FUND** were budgeted to be **\$1,435,667** on July 1, 2019; and

WHEREAS, the total available resources are now determined to be **\$6,435,667**; and

WHEREAS, said additional unanticipated resources are as follows:

070-070-64010-000 Capital Outlay \$2,000,000

WHEREAS, there is a need to apply these excess proceeds in the **STOREY COUNTY CAPITAL PROJECTS FUND**;

Now, therefore it is here by RESOLVED, that **Storey County** shall transfer the 2019-2020 excess resource by transferring **\$2,000,000**, thereby increasing appropriations for the **CAPITAL PROJECTS FUND** from **\$1,000,000 TO \$3,000,000**. A detailed schedule is attached to this Resolution and by reference is made a part thereof.

IT IS FUTHER RESOLVED, that the Storey County Comptroller's Office shall forward the necessary documents to the Department of Taxation, State of Nevada.

PASSED, ADOPTED AND APPROVED THE 16th of June, 2020.

AYES: _____

NAYS: _____

Absent: _____

By: _____

Marshall McBride, Chairman

Storey County Board of Commissioners

ATTEST: _____

Storey County Clerk

- 1) If available resources (unanticipated or higher Beginning fund Balance) exceed those budgeted for:
 - a) Funds receiving **ad valorem** must **PUBLISH** a notice for **3 days** and need a **RESOLUTION**
 - b) Funds not receiving ad valorem and enterprise funds just need a **RESOLUTION**, no publish

- 5) Appropriations may be **TRANSFERRED** between **FUNCTIONS, FUNDS & CONTINGENCY** accounts if the transfer does not increase the total appropriations
 - a) (comptroller) may transfer appropriations within any function
 - b) (comptroller) may transfer appropriations **between** functions and programs if:
 - 1) **BOC** is advised at next regular meeting
 - 2) **ACTION** is recorded in minutes
 - c) (comptroller) may recommend and BOC authorize **TRANSFER** of appropriations **BETWEEN FUNDS or CONTINGENCY** if:
 - 1) BOC announces at next regular meeting and sets **EXACT AMOUNTS** to be transferred and affected the **accounts, functions and programs and funds** affected
 - 2) BOX set forth the reasons
 - 3) Action is **recorded in the minutes**

Augments - Higher than anticipated Ending Fund Balance

Capital Projects Fund (070)

\$ 2,000,000	Transfer from Current Fund (070) Balance		070-21290-000
	Transfer to Capital Outlay	\$ 2,000,000	070-070-64010-000

<u>\$ 2,000,000</u>	<u>TOTALS</u>	<u>\$ 2,000,000</u>
---------------------	---------------	---------------------



Storey County Board of County Commissioners Agenda Action Report

Meeting date: June 16, 2020

Estimate of time required: 5 minutes

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Augmentation of the Storey County Indigent Accident Fund
2. **Recommended motion:** I approve Resolution 20-580 which accepts the Augmentation for the Storey County Indigent Accident Fund pursuant to NRS 354.598005 in the amount of \$9,500.

3. **Prepared by:** Jennifer McCain

Department: Comptroller

Telephone: 775-847-1006

4. **Staff summary:** Procedural matter per NRS 354.598005 for augmenting budgets

5. **Supporting materials:** Resolution _____ and supporting schedules

6. **Fiscal impact:** yes

Funds Available:

Fund: ALL

JMc 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. 21

RESOLUTION TO AUGMENT THE 2019-2020 BUDGET OF STOREY INDIGENT ACCIDENT FUND

Whereas, total resources of the **STOREY COUNTY INDIGENT ACCIDENT FUND** were budgeted to be **\$89,000** on July 1, 2019; and

WHEREAS, the total available resources are now determined to be **\$98,500**

WHEREAS, said additional unanticipated resources are as follows:

Ad Valorem	\$6,500
State Centrally Assessed	\$3,000

WHEREAS, there is a need to apply these excess proceeds in the **STOREY COUNTY INDIGENT ACCIDENT FUND**;

Now, therefore it is here by RESOLVED, that Storey County shall augment its 2018-2019 budget by appropriating **\$9,500**, thereby increasing its appropriations for the **GENETIC MARKER TESTING FUND** from **\$80,000 TO \$89,500**. A detailed schedule is attached to this Resolution and by reference is made a part thereof

IT IS FUTHER RESOLVED, that the Storey County Comptroller's Office shall forward the necessary documents to the Department of Taxation, State of Nevada.

PASSED, ADOPTED AND APPROVED THE 16th of June, 2020.

AYES: _____

NAYS: _____

Absent: _____

By: _____

Marshall McBride, Chairman

Storey County Board of Commissioners

ATTEST: _____

Storey County Clerk

- 1) If available resources (unanticipated or higher Beginning fund Balance) exceed those budgeted for:
 - a) Funds receiving **ad valorem** must **PUBLISH** a notice for **3 days** and need a **RESOLUTION**
 - b) Funds not receiving ad valorem and enterprise funds just need a **RESOLUTION**, no publish

- 5) Appropriations may be **TRANSFERRED** between **FUNCTIONS, FUNDS & CONTINGENCY** accounts if the transfer does not increase the total appropriations
 - a) (comptroller) may transfer appropriations within any function
 - b) (comptroller) may transfer appropriations **between** functions and programs if:
 - 1) **BOC** is advised at next regular meeting
 - 2) **ACTION** is recorded in minutes
 - c) (comptroller) may recommend and BOC authorize **TRANSFER** of appropriations **BETWEEN FUNDS** or **CONTINGENCY** if:
 - 1) BOC announces at next regular meeting and sets **EXACT AMOUNTS** to be transferred and affected the **accounts, functions and programs and funds** affected
 - 2) BOX set forth the reasons
 - 3) Action is **recorded in the minutes**

Augments - Higher than anticipated Revenue

Indigent Accident Fund (185)

\$	3,500	Ad Valorem		185-31100
\$	3,000	Ad Valorem		185-31101
\$	3,000	State Centrally Assessed		185-31108
		Indigent Accident	\$ 9,500	185-185-53046
\$	9,500	PAGE TOTALS	\$ 9,500	



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: June 16, 2020

Estimate of time required: 5 minutes

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Augment STOREY COUNTY JUSTICE COURT FUND

2. **Recommended motion:** I approve Resolution 20-581 which accepts the Augmentation for the Storey County Justice Court Fund pursuant to NRS 354.598005 in the amount of \$14,800.

3. **Prepared by:** Jennifer McCain and Staff

Department: Comptroller

Telephone: 775-847-1006

4. **Staff summary:** Higher than anticipated Ending Fund Balance

5. **Supporting materials:** Spreadsheet of proposed augmentations and Resolution _____

6. **Fiscal impact:** yes

Funds Available:

Fund: ALL

 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. 22

RESOLUTION # _____

RESOLUTION TO AUGMENT THE 2019-2020 STOREY COUNTY JUSTICE COURT FUND

Whereas, total resources of the **STOREY COUNTY JUSTICE COURT FUND** were budgeted to be **\$78,571** on July 1, 2019; and

WHEREAS, the total available resources are now determined to be **\$96,252** and

WHEREAS, said additional unanticipated resources are as follows:

Ending Fund Balance \$63,681

WHEREAS, there is a need to apply these excess proceeds in the **STOREY COUNTY JUSTICE COURT FUND**;

Now, therefore it is here by RESOLVED, that **Storey County** shall transfer the 2019-2020 excess resource by transferring **\$14,800**, thereby increasing appropriations for the **JUSTICE COURT FUND** from **\$4,500** TO **\$19,300**. A detailed schedule is attached to this Resolution and by reference is made a part thereof.

IT IS FUTHER RESOLVED, that the Storey County Comptroller's Office shall forward the necessary documents to the Department of Taxation, State of Nevada.

PASSED, ADOPTED AND APPROVED THE 16th of June, 2020.

AYES: _____

NAYS: _____

Absent: _____

By: _____

Marshall McBride, Chairman

Storey County Board of Commissioners

ATTEST: _____

Storey County Clerk

- 1) If available resources (unanticipated or higher Beginning fund Balance) exceed those budgeted for:
 - a) Funds receiving **ad valorem** must **PUBLISH** a notice for **3 days** and need a **RESOLUTION**
 - b) Funds not receiving ad valorem and enterprise funds just need a **RESOLUTION**, no publish

- 5) Appropriations may be **TRANSFERRED** between **FUNCTIONS, FUNDS & CONTINGENCY** accounts if the transfer does not increase the total appropriations
 - a) (comptroller) may transfer appropriations within any function
 - b) (comptroller) may transfer appropriations **between** functions and programs if:
 - 1) **BOC** is advised at next regular meeting
 - 2) **ACTION** is recorded in minutes
 - c) (comptroller) may recommend and BOC authorize **TRANSFER** of appropriations **BETWEEN FUNDS or CONTINGENCY** if:
 - 1) BOC announces at next regular meeting and sets **EXACT AMOUNTS** to be transferred and affected the **accounts, functions and programs and funds** affected
 - 2) BOX set forth the reasons
 - 3) Action is **recorded in the minutes**

Augments - Higher than anticipated Ending Fund Balance

Justice Court Fund

\$	14,800	Justice Court Fund Balance		187-21290-000
		Computer Equipment	2000	187-187-53033-000
		Computer Software	\$ 8,800	187-187-53034-000
		Pre Trial Services	\$ 4,000	187-187-53044-000
\$	14,800	TOTALS	\$	14,800



Storey County Board of County Commissioners Agenda Action Report

Meeting date: June 16, 2020

Estimate of time required: 10 minutes

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Transfer of Appropriations in the 474 Fire District

2. **Recommended motion:** I approve the transfers of appropriations within 474 Fire District pursuant to NRS 354.598005 in the amount of \$30,000

3. **Prepared by:** Jennifer McCain

Department: Comptroller

Telephone: 775-847-1006

4. **Staff summary:** Procedural matter per NRS 354.598005 for transferring appropriations.

5. **Supporting materials:** Spreadsheet of proposed transfers detailing affected funds, functions, and transferred amounts

6. **Fiscal impact:**

Funds Available:

Fund: ALL

 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

NRS 354.598005 Procedures and requirements for augmenting or amending a budget

- 1) If available resources (unanticipated or higher Beginning fund Balance) exceed those budgeted for:
- a) Funds receiving **ad valorem** must **PUBLISH** a notice for **3 days** and need a **RESOLUTION**
 - b) Funds not receiving ad valorem and enterprise funds just need a **RESOLUTION**, no publish

- 5) Appropriations may be **TRANSFERRED** between **FUNCTIONS, FUNDS & CONTINGENCY** accounts if the transfer does not increase the total appropriations
- a) (comptroller) may transfer appropriations within any function
 - b) (comptroller) may transfer appropriations **between** functions and programs if:
 - 1) **BOC** is advised at next regular meeting
 - 2) **ACTION** is recorded in minutes
 - c) (comptroller) may recommend and BOC authorize **TRANSFER** of appropriations **BETWEEN FUNDS** or **CONTINGENCY** if:
 - 1) BOC announces at next regular meeting and sets **EXACT AMOUNTS** to be transferred and affected the **accounts, functions and programs and funds** affected
 - 2) BOX set forth the reasons
 - 3) Action is **recorded in the minutes**

TRANSFERS between Funds

Fire District

\$ 30,000	Contingency		250-250-57900-000
	Capital Outlay	\$ 30,000	280-280-64010-000

<u>\$ 30,000</u>	<u>\$ 30,000</u>
------------------	------------------



Storey County Board of County Commissioners Agenda Action Report

Meeting date: June 16, 2020

Estimate of time required: 5 minutes

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Transfer of Appropriations in the Water Fund and Sewer Fund

2. **Recommended motion:** I approve the transfers of appropriations within Water Fund and Sewer Fund pursuant to NRS 354.598005 in the amount of \$41,000 for Water

3. **Prepared by:** Jennifer McCain

Department: Comptroller

Telephone: 775-847-1006

4. **Staff summary:** Procedural matter per NRS 354.598005 for transferring appropriations.

5. **Supporting materials:** Spreadsheet of proposed transfers detailing affected funds, functions, and transferred amounts

6. **Fiscal impact:**

Funds Available:

Fund: ALL

 Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

____ Department Head

Department Name: Commissioner's Office

____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.

26

- 1) If available resources (unanticipated or higher Beginning fund Balance) exceed those budgeted for:
 - a) Funds receiving **ad valorem** must **PUBLISH** a notice for **3 days** and need a **RESOLUTION**
 - b) Funds not receiving ad valorem and enterprise funds just need a **RESOLUTION**, no publish

- 5) Appropriations may be **TRANSFERRED** between **FUNCTIONS, FUNDS & CONTINGENCY** accounts if the transfer does not increase the total appropriations
 - a) (comptroller) may transfer appropriations within any function
 - b) (comptroller) may transfer appropriations **between** functions and programs if:
 - 1) **BOC** is advised at next regular meeting
 - 2) **ACTION** is recorded in minutes
 - c) (comptroller) may recommend and BOC authorize **TRANSFER** of appropriations **BETWEEN FUNDS** or **CONTINGENCY** if:
 - 1) BOC announces at next regular meeting and sets **EXACT AMOUNTS** to be transferred and affected the **accounts, functions and programs and funds** affected
 - 2) BOX set forth the reasons
 - 3) Action is **recorded in the minutes**

Special Revenue Funds Transfers between Objects

Water (090)

				Left available
\$	20,000	Interest Expense USDA	090-090-56100-484	not yet funded
\$	21,000	Principle Expense USDA	090-090-57101-484	not yet funded
		Wages	\$ 41,000	020-020-51010-000
\$	41,000	PAGE TOTALS	\$ 41,000	



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: 06/16/20

Estimate of time required: 15 min.

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

1. **Title:** Discussion/Possible Action: Authorize the County Manager to approve a contract not to exceed \$100,000 retaining Lumos & Associates, Inc. for as-needed assistance in professional planning and structural engineering services.

2. **Recommended motion:** I [county commissioner] authorize the County Manager to approve a contract not to exceed \$100,000 retaining Lumos & Associates, Inc. for as-needed professional planning and structural engineering services.

3. **Prepared by:** Austin Osborne

4. **Department:** County Manager

Telephone: 775.847.0968

5. **Staff summary:** On an as-needed, on-call, and hourly basis the contractor will assist county staff with structural engineering and certain planning professional services including building evaluations, code compliance, engineering investigations, structural calculations, building modification and design, site improvements, road improvements, utility design, environmental and regulatory compliance review, permitting, historic commission coordination, etc. on an as-needed basis.

6. **Supporting materials:** Enclosures: Master Service Agreement; fee schedule; and scope.

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

Funds Available:

Fund:

____ Comptroller

8. **Legal review required:**

__yes__ District Attorney

9. **Reviewed by:**

____ Department Head

Department Name:

__@__ County Manager

Other agency review: _____

10. **Board action:**

[] Approved

[] Approved with Modifications

[] Denied

[] Continued

Agenda Item No. 28



Carson City • Fallon • Lake Tahoe • Reno

www.LumosInc.com

Carson City
308 N. Curry Street, Suite 200
Carson City, Nevada 89703
775.883.7077

May 27th, 2020

LA20.425

EXHIBIT 'A'

Mr. Austin Osborne, PHR, SHRM-CP
County Manager
Storey County Courthouse
Box 176 Virginia City, NV 89440
Cell: (775) 291-4693
Via Email: aosborne@storeycounty.org

Subject: On Call Engineering Services Proposal

Dear Austin:

Lumos & Associates, Inc. is pleased to provide you with this proposal to assist Storey County with miscellaneous Engineering Services on an as needed basis.

Project Understanding

Per discussions with the County Manager, it is our understanding that Storey County desires to have engineering and related technical support to assist the County with structural or other engineering related needs of the County.

The following task is proposed to encompass the work that may be requested from time to time by the County.

Project Scope

Task 1 – Engineering Services (On Call)

Under this task, Lumos will perform the following as needed services for Storey County as it relates to engineering assistance:

- Engineering related projects associated with County needs including but not limited to building evaluations/recommendations for code compliance, engineering investigations, structural calculations, building interior/exterior modification design, site improvements, road improvements, utility evaluation/design, permitting, historic commission coordination as needed for exterior modifications, etc.
 - Other service that may be necessary depending on the County's needs include:
 - Coordination with and/or support in the County's interactions with NDEP or other environmental regulatory agencies as necessary/requested.
-

- Provide drawings, CAD files, calculations, construction drawings, reports, etc. as required for submittal for permits and/or bidding.
- Preparation of contract documents and technical specifications to assist with the bidding of construction projects
- Full bidding services as requested including hosting/running pre-bid meetings, hosting of plan room, response to contractors during the bidding process, plan distribution, bid openings, bid review, and recommendation of award
- Full construction services as requested including but not limited to construction administration, construction management, pay request review, American Iron and Steel Review depending on funding source, prevailing wage report review, construction inspection, special inspections, material testing, construction staking, As-Built/Record Drawing preparation and archiving, punch list generation, and response to contractor questions during construction.
- Other miscellaneous engineering/surveying/material testing related services as requested by the County

Assumptions / Exceptions

Lumos has made the following assumptions in preparation of this proposal:

- All work is on a time and materials basis on an on call basis per the attached fee schedule.
- For each project identified by the County, Lumos will prepare an estimated budget to be applied to the overall contract so that the County can have a means to track specific project progress.

Fees

The tasks described in the Scope of Work will be completed for the following fees:

Task	Description	Fee
Task 1	Engineering Services (On Call)	T&M not to Exceed \$100,000

Task 1 is time and materials not to exceed \$100,000 without prior board approval. Lumos will be happy to amend this proposal as necessary to include services not included or to amend the proposed services to better match the scope of services required.

If this proposal is acceptable, please sign the provided contract or provide your own contract for signature. Lumos will send monthly progress billings on this project. The amount of these billings will be based upon the percentage of work completed. The terms are 'Due Upon Receipt' and accounts are past due after 30 days. Accounts over 30 days old will be subject to interest at the rate of 1 ½% per month and such collection action as may be necessary to collect the account. In addition, a "Stop Work Order" may be issued on past due accounts. In this case, no further work will be performed until the account is brought current.

Thank you again for allowing Lumos to provide you with this proposal. Please do not hesitate to call me if you have questions or concerns as we would be happy to discuss them with you.

Sincerely,

A handwritten signature in blue ink that reads "Tim Russell". The signature is fluid and cursive, with the first name "Tim" and last name "Russell" clearly distinguishable.

Tim Russell, P.E., WRS
Group Manager – Engineering Division

Engineering	Per Hour
Director	\$235
Group Manager	220
Project / Senior Project Manager	180/190
Staff / Project / Senior Hydrogeologist	160/170/175
Staff / Project / Senior Engineer	145/155/165
Staff / Project / Senior Structural Engineer	145/155/165
Landscape Designer / Architect / Architect Manager	105/140/150
Staff / Project / Senior Planner	145/155/165
Project Coordinator	135
Project / Senior Project Designer	130/135
Structural / Senior Structural Designer	115/125
Engineering Technician I / II	105/115
Support Technician	80
Construction	Per Hour
Director	\$235
Group Manager	220
Project Manager	180
Geotechnical Engineer	195
Construction Services Supervisor / Engineer	140/160
Geotechnician	135
Inspector / Senior Inspector (includes nuclear gauge)	115/125
Field Technician I / II (includes nuclear gauge)	95/100
Surveying	Per Hour
Director	\$235
Group Manager	220
Project Manager	180
Staff / Project / Senior Surveyor	130/150/160
Project Coordinator	135
Surveying Technician I / II	105/115
Party Chief	145
Chain Person	75
Administrative & Other Services	Per Hour
Administrator	\$75
Clerical	65
30x42 Color / B&W (per copy)	10/5
24x36 Mylar / Color/B&W (per copy)	20/5/3
8.5x11 Color / B&W (per copy)	0.50/0.15
Mileage (per mile)	0.70

- Fees for prevailing wage rate projects available upon request.
- Map filing, checking, consulting, and other fees paid on behalf of the client shall be billed at cost plus fifteen percent (15%).
- Overtime hours will be billed at 1.5 times standard rate where applicable.
- Survey and Field crew billing rates include standard field survey equipment and truck up to 30 mile radius, after which mileage rates apply
- Fees for depositions and testimony will be billed at two (2) times the standard billing rates

Invoices are due upon receipt and considered to be past due after 30 days.
This fee schedule applies to services provided from January 1, 2020 until further notice.

STANDARD PROVISIONS OF AGREEMENT

1. AGREEMENT

This Agreement is entered into by and between Storey County, a political subdivision of the State of Nevada (hereafter Client) and Lumos & Associates, Inc. a Nevada Domestic Corporation (hereafter Consultant) and is effective as of the date of the last party executing Exhibit A attached hereto. These Standard Provisions of Agreement are deemed part of the attached Agreement. As used herein, the term "Agreement" will mean the attached Agreement, the Proposal attached thereto as Exhibit "A," these Standard Provisions of Agreement, and any other exhibits attached hereto and specifically incorporated herein. Consultant shall provide for the Client the scope of services described in the referenced Proposal, and all services not specifically described therein are excluded from Consultant's scope of services.

2. BILLING AND PAYMENT

Fees and other charges shall be billed monthly as the work progresses and shall be due and payable at the time of billing. Fourteen (14) days are allowed for processing payment, and any unpaid balance remaining Thirty (30) days after the date of the original invoice shall be considered past due. Any unpaid balance remaining thirty (30) days after the date of the original invoice shall be considered Critically Past Due. Consultant reserves the right to suspend services on accounts with outstanding balances that are Critically Past Due. Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension. Upon payment in full by the Client, Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension. In the event Client fails to pay Consultant within forty-five (45) days or more after invoices are rendered, Client agrees that Consultant shall have the right in its sole discretion to consider said default a material breach of the Agreement and the duties of Consultant under this Agreement terminated, without requiring the seven (7) days written advance notice otherwise required for termination pursuant to Section hereof.

Any payment not received within thirty (30) days of date of the original invoice shall accrue interest at the rate of eighteen percent (18%) per annum.

Client hereby agrees that the balance as stated on any invoice from Consultant to Client is correct and is acceptable to Client unless, within ten (10) days from the date of the original invoice, Client notifies Consultant in writing of the particular item that is alleged to be in error or is otherwise in dispute.

Client shall pay the costs for checking and inspection fees, zoning and annexation applications fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.

For projects that extend for more than one (1) year from the date of the Agreement, Consultant shall be entitled to an increase in fees in proportion to the increase in the Consumer Price Index over the preceding year, for the duration of the Agreement.

3. TERMINATION

This Agreement may be terminated by either party upon seven (7) days advance written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Either party may terminate the agreement for any reason or even for no reason at all upon providing 30 days written notice to the other party.

In the event all or any portion of the services performed or partially performed by Consultant be suspended, abandoned, or terminated, Client shall pay Consultant for all fees, charges and services provided up to the date of termination. In return, Consultant shall provide Client with copies of all drawings, specifications and reports prepared or partially prepared up to the date of termination, at Client's expense and for use solely with respect to the Project. Payment in full up to the date of termination shall be a condition precedent to Consultant's providing copies of all drawings, specifications and reports, regardless of the pendency of any dispute.

4. ADDITIONAL SERVICES

Client may request that Consultant provide services beyond those set forth in Consultant's Proposal ("Additional Services"). The scope of such Additional Services and the compensation therefore shall be as mutually agreed upon in writing by Client and Consultant prior to commencement of such Additional Services.

The Consultant shall comply with applicable laws, codes and regulations in effect as of the date it provides its services pursuant to the standard of care in the industry. Changes to Consultant's services made necessary by newly enacted laws, codes and regulations after such date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with this

Additional Services provision. In addition, the Consultant shall be entitled to rely reasonably on interpretations and approvals given by government officials with responsibility for enforcing such laws, codes, and regulations and shall not be responsible for changes made by such officials to interpretations or approvals previously given.

5. STANDARD OF CARE

Consultant shall perform its services in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing in the same locality under similar circumstances and with reasonable diligence and expediency consistent with sound professional practices ("Standard of Care"). Nothing contained herein shall be construed to constitute a guarantee, warranty or assurance, either express or implied of the services to be provided herein.

6. COST ESTIMATES

Consultant makes no representation concerning estimates of construction costs other than that these are estimates only and Consultant shall not be responsible for fluctuations in cost factors. Any such estimates prepared or agreed to by Consultant represent the Consultant's judgment as a design professional. It is recognized that neither the Consultant nor the Client has control over the cost of labor, materials or equipment; the contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the Client's budget or from any estimate of construction cost prepared or agreed to by the Consultant.

7. LIMITATIONS ON RESPONSIBILITIES

Consultant shall not be responsible for the acts or omissions of the Client, Client's other consultants, contractors, subcontractors, their agents or employees, or other persons providing work or services on the Project. Consultant does not guarantee the completion or quality of performance of work performed by the construction contractor(s) or other third parties. Site safety is the sole responsibility of the contractor. Consultant shall neither have control over nor be in charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work for the Project.

Unless retained to perform a geotechnical investigation, Consultant makes no representations concerning soil conditions and Consultant is not responsible for any liability that may arise out of the making or failure to make soils surveys, or subsurface soil tests, or general soil testing.

Unless specifically included in the Proposal's scope of services, Consultant is neither responsible for notifying Client of any expiration or renewal dates for permits and/or approvals of any type or description, nor for renewing or requesting a renewal from any agency, municipality, or authority of any permits and/or approvals that may be due to expire.

8. OWNERSHIP OF DOCUMENTS

Drawings, details, specifications, reports, and other documents prepared by Consultant, including those in electronic form, are instruments of service for use solely with respect to this Project. Consultant shall be deemed the author and owner of the Consultant's instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights. Upon execution of this Agreement Consultant grants to Client a nonexclusive license to reproduce the Consultant's Instruments of Service solely for purposes of the Project, provided the Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. Client shall not use the instruments of service for future additions or alterations to this Project or for other projects without Consultant's prior written consent. Any unauthorized use, reuse or modifications of the instruments of service shall be at the Client's sole risk and without liability to Consultant, and Client agrees to defend, indemnify and hold harmless Consultant from all claims and damages arising out of or purported to arise out of the use, reuse, or modification of the Instruments of Service.

9. INDEMNIFICATION

Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant from and against any claims, damages, liabilities, suits, demands, losses, expenses or costs (including reasonable attorneys' fees and costs of defense) ("Claims"), to the extent caused by Client's negligent acts, errors, or omissions and those of its contractors, subcontractors or consultants or anyone for whom Client is legally liable, to the extent consistent with the Limitation of Liability provision herein, except for claims or litigation arising through the sole negligence or willful misconduct of Consultant..

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless Client from and against any claims, damages, liabilities, suits, demands, losses, expenses to the extent they are determined to have been caused by the negligent acts, errors or omissions of Consultant or anyone for whom Consultant is legally liable, to the extent consistent with the Limitation of Liability provision herein. Consultant shall not have an obligation to indemnify and hold harmless Client for claims or litigation arising through the sole negligence or willful misconduct of Client or anyone for whom Client is legally liable.

Neither party shall have an upfront duty to defend the other but shall reimburse reasonably incurred defense fees and costs (for fees and costs actually incurred in defending claims attributable to the other party's fault) to the extent of its indemnity obligation herein. Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

10. RIGHT OF ENTRY

Client shall secure the permission necessary to allow Consultant's personnel and equipment access to the project site and any adjacent properties necessary to perform the services at no cost to Consultant. While Consultant will take all reasonable precautions to minimize any damages to the property, it is understood by the Client that in the normal course of field work some damage may occur, the correction of which is not part of this Agreement.

11. SAMPLES

Samples obtained for materials testing will be discarded upon completion of testing, and portions of samples not tested or unused shall be preserved for not longer than thirty (30) days.

12. GOVERNING LAW; DISPUTES

This Agreement shall be governed by the laws of the state, in which the Project is located, and all dispute resolution proceedings shall be venued in the county and state in which the services are rendered unless the parties mutually agree otherwise in writing.

The parties agree to first endeavor in good faith to resolve any dispute arising out of or related to this Agreement by mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association or JAMS. Mediation shall be a condition precedent to the instigation of any legal proceedings. If the claim or controversy is not resolved by mediation, the claim or controversy may be resolved by final and binding arbitration, if the parties so mutually agree in writing prior to the commencement of any arbitration proceeding. Absent express mutual consent to arbitrate, all disputes shall be litigated in a court of competent jurisdiction in the state in which the Project is located.

13. NO THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant.

14. WAIVER OF CONSEQUENTIAL DAMAGES

Notwithstanding any other provision in this Agreement, and to the fullest extent permitted by law, neither the Consultant nor the Client shall be liable to the other for, or shall make, any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, damage to reputation or any other consequential damages either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

15. FORCE MAJEURE

Client and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the services to be provided under this Agreement. Client agrees that Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by Client or Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

16. SOLE CORPORATE REMEDY

It is intended by the parties to this Agreement that the Client's obligations and Consultant's services in connection with the Project shall not subject the Client's or Consultant's individual shareholders, officers, directors, members, managers or employees to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the parties agree that as their sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the

business or governmental entities that are the parties to this Agreement and not against any of the parties' individual shareholders, officers, directors, members, managers or employees, except for acts of willful misconduct or as otherwise prohibited by law.

17. HAZARDOUS MATERIALS

The Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. In the event the Consultant or any other party encounters any hazardous materials, or should it become known to the Consultant that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. Consultant shall not be responsible for locating or abating any hazardous materials.

18. LIMITATION OF LIABILITY

(Consultant)

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant relating to Consultant's provision of services in accordance with this Agreement, the risks have been allocated such that the Client agrees that Consultant's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever (including attorneys' fees and costs and expert witness fees and costs) arising out of or in any way related to the services provided for the Project and/or under this Agreement, regardless of theories of liability or causes of action asserted (unless otherwise prohibited by law) including, but not limited to, allegations of Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total sum of \$50,000 or the total amount of fees paid to Consultant under this Agreement, whichever is less. In no event shall Consultant's liability exceed the sum of Consultant's available professional liability insurance coverage at the time of settlement or judgment. Client and Consultant hereby acknowledge that this provision was expressly negotiated and agreed upon.

(Client)

The County will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Consultant agrees that Client's total liability to Consultant for any and all injuries, claims, losses, expenses or damages whatsoever (including attorney's fees and costs and expert witness fees and costs mediator or arbitrator fees or costs) arising out of or in any way related to the services provided for the Project and/or under this Agreement, regardless of theories of liability or causes of action asserted (unless otherwise prohibited by law) including, but not limited to, allegations of Client's negligence, errors, omission, strict liability, breach of contract or breach of warranty shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the claim.

19. MISCELLANEOUS

(a) Client and Consultant each respectively bind themselves, their partners, successors, executors, administrators, and assigns to the Agreement.

(b) Client agrees to cooperate fully with Consultant on the Project and to provide any and all information and/or documents reasonably necessary for Consultant to perform the agreed scope of services as detailed in the Agreement, and Consultant shall be entitled to rely upon the accuracy and completeness thereof.

(c) Neither Client nor Consultant shall assign its interest in the Agreement without the prior express written consent of the other.

(d) It is expressly understood that Consultant is an independent contractor and in no event will the Consultant, its agents, employees, representatives, or servants, be considered as the agent, employee, representative or servant of Client. Nothing contained in this Agreement or any action by Consultant shall be construed to impose a fiduciary duty on Consultant or create a fiduciary relationship between Consultant and Client or between Consultant and any third party.

(e) If any provision of this Agreement is invalid or unenforceable, such provision shall (i) be modified to the minimum extent necessary to render it valid and enforceable, or (ii) if it cannot be so modified, be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of the remaining provisions.

(f) Waiver of any provision of this Agreement by either party shall not be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver.

(g) Both parties represent and warrant that the party executing this agreement has the authority to bind the party represented by that person to this agreement.

(h) ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

20. RETAINER

Client agrees to deposit the sum of _____ \$ _____ as a retainer, receipt of which is a prerequisite for Consultant to perform services for Client. The retainer will be held by Consultant to secure payment of Consultant's invoices in Consultant's general accounts with all benefits accruing to Consultant. Consultant, at its sole discretion, may apply the retainer to any outstanding invoices which Client has failed to pay in the time frames set forth in this Agreement; however, nothing herein shall be interpreted to relieve Client from paying Consultant's invoices as set forth in this Agreement. If any portion of the retainer is applied to an outstanding invoice, Client shall, within five (5) days of Consultant's request, replenish the retainer account to the original amount listed herein. The retainer, or unused portion thereof, shall be refunded to Client within thirty (30) days after Consultant's services conclude or termination of this Agreement, whichever comes first, provided that there is no balance owed to Consultant. If a balance is owed to Consultant when services conclude or this Agreement is terminated, Client will be refunded the difference between the amount owed and the remaining retainer, if any. Nothing herein shall limit Consultant's rights to collect any remaining balance owed by Client once the retainer is depleted.

In witness whereof, the parties hereto have executed this Agreement as of the Effective Date.

CLIENT:

CONSULTANT:

STOREY COUNTY

LUMOS & ASSOCIATES, INC.

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Attest

Vanessa Stephens
Storey County Clerk/Treasurer

CLIENT INITIALS _____



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 06-16-2020

Estimate of time required: 0 - 5

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

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

2. **Recommended motion:** Approval

3. **Prepared by:** Ashley Mead

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

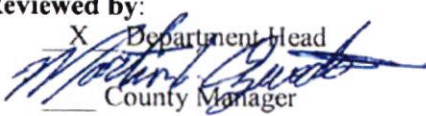
7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

☒ Department Head

Department Name: Community Development


____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.

29

Storey County Community Development

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



(775) 847-0966 ~ Fax (775) 847-0935
CommunityDevelopment@storeycounty.org

To: Vanessa Stephens, Clerk's office
Austin Osborne, County Manager

June 8, 2020
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **June 16, 2020**

COMMISSIONERS Consent Agenda:

LICENSING BOARD SECOND READINGS:

- A. BLC Coating, LLC** – Out-of County / 1220 E. Greg St. Ste. #2 ~ Sparks, NV
- B. Elite Roof Systems & Solutions LLC** – Contractor / 507 Summer St. ~ Fernley, NV
- C. Haws Corporation** – Out-of-County / 1455 Kleppe Lane ~ Sparks, NV
- D. Norman Ventures LLC** – Contractor / 401 Ryland St. Ste. 205 ~ Reno, NV
- E. Slimpickins Constuction** – Handyman / 141 S. L St. ~ Virginia City, NV

Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office



Storey County Board of Fire Commissioners Agenda Action Report

Meeting date: 06/16/20

Estimate of time required: 45 min.

Agenda: Consent ☐ Regular agenda ☐ Public hearing required ☐ (x Closed Session)

1. **Title:** Call to Order Closed Session pursuant to NRS 288.220 for the purpose of conferring with district and county management and legal counsel regarding labor negotiations with the Storey County Firefighters Association IAFF Local 4227. ***This meeting will commence immediately following the regular meeting of the Storey County Board of County Commissioners.***

2. **Recommended motion:** No action

3. **Prepared by:** Austin Osborne

Department: County Manager

Telephone: 775.847.0968

4. **Staff summary:** Pursuant to NRS 288 and the existing bargaining agreements between the Storey County Firefighters Association and the Storey County Board of Fire Commissioners, the bargaining agreements are proposed to be modified separately as tentatively agreed between the parties.

5. **Supporting materials:** Provided at 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
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. 32