



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

3/2/2021 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>

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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.**

JAY CARMONA
CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

CLAY MITCHELL
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:**
Consideration and possible approval of the Agenda for March 2, 2021.
4. **DISCUSSION/FOR POSSIBLE ACTION:**
Consideration and possible approval of the Minutes for January 19, 2021.
5. **CONSENT AGENDA**
 - I For possible action, approval of claims in the amount of \$1,511,013.20
 - II For possible action, approval of business license first readings:
 - A. Rini Insurance Agency Inc. - General/198 N C St. Unit B, Virginia City, NV
 - B. TR Coffee - Out of County/1849 Matteoni Dr., Sparks, Nv
 - C. GeoStrata - Out of County/14425 S. Center Pointe Way, Bluffdale, UT
6. **PUBLIC COMMENT (No Action)**
7. **DISCUSSION ONLY (No Action):**
Updates and discussion from lobbyists and staff regarding upcoming bills and legislative action affecting Storey County.
8. **DISCUSSION ONLY (No Action - No Public Comment): Committee/Staff Reports**
9. **BOARD COMMENT (No Action - No Public Comment)**

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

Provide direction to county staff and lobbyists representing Storey County regarding potential legislation related to Innovation Zones and other properly related matters.

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

Consideration of letters of interest for appointment of a planning commissioner to serve a term representing Precinct 1 Virginia City District on the Storey County Planning Commission.

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

Consideration and possible approval of File 2021-07 Temporary Turnaround Easement Relocation by applicants Storey County Public Works and Thyssenkrupp Industrial Solutions, Inc. The applicants request to relocate an existing temporary turnaround easement from one portion of the parcel to another location on the same parcel. The temporary turnaround easement is located at 75 Germany Circle, within the Tahoe Reno Industrial Center, Storey County, NV and has Assessor's Parcel Number (APN) 005-061-50 (formerly a portion of APN 005-061-36).

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

Consideration and possible approval of Rule 9 Line Extension Agreement between Storey County and Sierra Pacific Power Company (dba NV Energy) to extend 24 KVA of service to the Gold Hill Wastewater Treatment Plant for an estimated cost of \$20,000 but remaining within the awarded contingency bid amount for said project.

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

Consideration and possible approval of Memorandum of Understanding between Storey County, Nevada, and the Storey County Sheriff's Office Employees' Association/Nevada Association of Police & Sheriff's Officers (NAPSO) dated March 2, 2021.

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

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

Consideration and possible approval of the District Fire Chief to enter into an Agreement for fuels reduction with NV Energy.

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

Consideration and possible approval of Resolution 21-603, revised Pay Resolution for Fire District staff.

18. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of changes to Policy#64 Battalion Chiefs Compensation.

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

20. DISCUSSION/FOR POSSIBLE ACTION:

Approval of business license second readings:

- A. Western Pacific Electric Inc. - Contractor/1091 Frazer Ave, Sparks, NV
- B. Averill Consulting Group, Inc - Out of County/5355 Canyon River Dr., Ada, MI
- C. Pita and Plantains - Food Truck/60 Lily Ct, Reno, NV
- D. Corestone Engineering, Inc - Out of County/1345 Capital Blvd. Ste B, Reno, NV
- E. Energy Erectors, Inc. - Contractor/2958 N. Commerce St, N Las Vegas, NV
- F. OS Construction Services, Inc. - Contractor/6465 W Sahara Ave., Ste 101, Las Vegas, NV

21. PUBLIC COMMENT (No Action)

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

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.

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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.

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

CERTIFICATION OF POSTING

I, Vanessa Stephens, Clerk to the Board of Commissioners, do hereby certify that I posted, or caused to be posted, a copy of this agenda at the following locations on or before 2/24/2021; 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 at 2610 Cartwright Rd, VC Highlands, NV and Lockwood Fire Department located at 431 Canyon Way, Lockwood, NV. This agenda was also posted to the Nevada State website at <https://notice.nv.gov/> and to the Storey County website at <https://www.storeycounty.org/agendacenter>.

By 
Vanessa Stephens Clerk-Treasurer



**Storey County Board of County
Commissioners
Agenda Action Report**

**Meeting date: 3/2/2021 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 5 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the Agenda for March 2, 2021.
- **Recommended motion:** Approve agenda as submitted.
- **Prepared by:** Vanessa Stephens

Department: **Contact Number:** 775-847-0969

- **Staff Summary:** None
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modification
<input type="checkbox"/> Denied	<input type="checkbox"/> Continued



**Storey County Board of County
Commissioners
Agenda Action Report**

**Meeting date: 3/2/2021 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 5 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the Minutes for January 19, 2021.
- **Recommended motion:** Approve minutes as submitted.
- **Prepared by:** Vanessa Stephens

Department: **Contact Number:** 775-847-0969

- **Staff Summary:** None
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False

• **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

• **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modification
<input type="checkbox"/> Denied	<input type="checkbox"/> Continued



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

JANUARY 19, 2021 10:00 A.M.

DISTRICT COURTROOM
26 SOUTH B STREET, VIRGINIA CITY, NEVADA

MEETING MINUTES

JAY CARMONA
CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

CLAY MITCHELL
VICE-CHAIRMAN

LANCE GILMAN
COMMISSIONER

VANESSA STEPHENS
CLERK-TREASURER

Roll Call: Chairman Carmona, Vice-Chairman Mitchell, Commissioner Gilman, County Manager Austin Osborne, Deputy District Attorney Keith Loomis, Clerk & Treasurer Vanessa Stephens, Communications Manager Becky Parsons, Tourism Director Deny Dotson, Justice of the Peace Eileen Herrington, Community Chest Director Erik Schoen, Public Works Director Jason Wierzbicki, Sheriff Antinoro, Emergency Management Director Joe Curtis, Labor Relations Jeanne Greene, Fire Chief Jeremy Loncar, Comptroller Jennifer McCain, Planner Kathy Canfield, Assessor Jana Seddon, Human Resources Director Tobi Whitten, Community Development Director/Fire Marshall Martin Azevedo, IT Director James Deane, Community Relations Director Lara Mather, Water/Sewer Project Manager Mike Nevin, Senior Center Director Stacy York, District Attorney Anne Langer, Outside Council Robert Morris

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

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

2. PLEDGE OF ALLEGIANCE

Chairman Carmona led those present in the Pledge of Allegiance.

3. DISCUSSION/POSSIBLE ACTION: Approval of Agenda for January 19, 2021.

County Manager Osborne requested Item 9 be continued to February 2, 2021.

Public Comment: None

Motion: I, Clay Mitchell, move to approve the Agenda for January 19, 2021, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

4. DISCUSSION/POSSIBLE ACTION: Approval of Minutes for December 1, 2020.

Public Comment: None

Motion: I, Clay Mitchell, move to approve the Minutes for December 1, 2020, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

5. CONSENT AGENDA

I For possible action, approval of Justice Court Quarterly Report

II For consideration and possible approval, licensing board first readings: General Business License - Fire Protection Service Corporation DBA Mountain Alarm; PO Box 12487, Ogden, UT, 84403

III For consideration and possible approval, licensing board first readings: General Business License - FDI Backflow Specialists DBA Trophy Peak Fire Protection; 5355 Louie Lane, Reno, NV 89511

IV For possible action, approval of claims in the amount of \$952,761.79.

Public Comment: None

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

6. PUBLIC COMMENT (No Action): None

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

Sheriff Antinoro:

- The Sheriff acknowledged the passing of residents Linda Larson and Roger Hartley.
- There was a press release about a Reno-riot suspect arrest by the U.S. Marshal's Fugitive Task Force. The Sheriff does have a deputy assigned to that Task Force so the Sheriff's Office name appears in it - but the Office was not actively involved.

Fire Chief Loncar:

- Getting ready to do final inspection of the new ambulance.
- Currently working on the 21-22 FEMA Assistance Firefighter grant. He is looking at approximately \$300,000 which should cover PPE for the entire Fire Department for quite a few years.

Jason Wiezrbicki, Public Works Director:

- Getting ready to go out to bid for the 2020 road re-hab projects - work on Venice Drive, West Denmark, London Drive, Ireland, as well as others. And, a full reconstruct of Edith Lane in Mark Twain.
- They are also working on going out to bid for repairs to Cartwright Road.
- Also working on the water tap for the fire sprinkler system for the Freight Depot.

Becky Parsons, Dispatch Manager:

- Still working on the new building with a few items left. Electricians are currently working.

Joe Curtis, Emergency Management Director:

- The County is currently at 68 Covid cases, 2 deaths. This is one of the best records in the State.
- (The County) was flagged for not meeting the testing required per 1,000 population. The County is at 3.1%, apparently not quite good enough to not get flagged. We have this problem because of the low County population. A lot of people are being tested who are not Storey County residents.
- The town was pretty packed this weekend. Visitors are good at wearing masks. Signs that are at the ends of town suggesting wearing of masks are a factor.
- Current total cases for the Quad County - 10,212. A lot of these cases are inmates at the State Prison and get attached to Carson City (totals).
- For the last 20 days, the County has a "zero" positivity rate (no new cases). This trend is also starting to be seen in the Quad Counties.
- Covid testing was done in Lockwood last week. It was very slow with not many people coming through. Vaccinations were not done.
- January 27th in Virginia City, both testing and vaccinations will be available. 2nd dose vaccinations will be 9AM to 11AM. 11AM to 1PM will be appointments (only) for 1st dose. 1 to 3PM will be Covid testing.
- There will be three vaccination sites in February, possibly more.
- The appointment system was overwhelmed when vaccines were opened up to those over 70.
- For those over 70 (only) trying to make an appointment and needing assistance, contact the Virginia City Senior Center or Community Chest. Proof of age required.
- The "tier system" has been scrapped and categories re-organized. It is not clear when the next one will open up.
- The testing/vaccination location site has been changed to E Street between Union and Sutton.

Vice Chairman Mitchell asked if there were ramifications if we don't get testing numbers up? Should we round up people to be tested?

Mr. Curtis: We can't do that - it is strictly voluntary. There really are no ramifications. The "red flags" have do with statistical anomalies.

Chairman Carmona: What is being done about missed appointments? Are people being called to fill in?

Mr. Curtis: A missed appointment means there is a dose that may not get used. There is a list of people that would have gotten in under first responder or educators. At the end of the day there are usually several doses available - people are called from that list of age 70+ and first responders to take those appointments.

Deny Dotson, VCTC Director:

- Work continues on the VCTC budget - putting together bargaining plans, special event calendars, capital improvement projects.

Mike Nevin, Water/Sewer Project Manager:

- Gold Hill Wastewater Project:
 - USDA-required pre-construction conference has been completed.
 - Notice to Proceed order has been signed by the County Manager.
 - Project started yesterday with clearing of the site and excavation was begun.
 - Depending on weather, excavation of the sub-grade and slab for the plant will be done this week.
- Hillside Water Tanks Project:
 - Interior coating of the tank is complete.
 - Temporary door frame is being replaced with sheeting and will be coated.
 - Color stains will match the existing tanks to blend in with the surroundings.
 - Exterior blasting is scheduled to start this week. If weather holds, painting will follow by the end of the month.
 - In 1999, power was run to the site. There have been problems with power for years. During excavation, it was discovered the original line was not installed in conduit. Temporary cabling has been laid in its place. New conduit is being put in for fiber and electrical.
 - The County is responsible for up-grading the SCADA system - the main communication link between the water treatment plant and the tanks as far as levels when the plant starts and stops, and that sort of thing. This a very critical infrastructure. Some of the equipment dates back to 1996 - it didn't make sense to spend up to \$15,000 re-habbing that equipment. Replacement of everything, including electrical, hardware and software was going to be \$39,000+. After review, it was determined there is \$34,130 that could be re-allocated. USDA concurred and allowed deduction in certain line items for that amount. This leaves a net increase for the up-grade of \$5,070. These funds will come out of prior-approved contingency funds. There will be new communications, wiring, and transformers, along with warranties.

James Deane, IT Director:

- IT has launched a quarterly newsletter this year. Departments or staff that have any articles, suggestions, or pictures - submit them to IT for publication.

Martin Azevedo, Community Development Director:

- It's time to renew the Interlocal Agreement with the State Fire Marshal's Office. Mr. Azevedo and Fire Chief Loncar will be reviewing the current Agreement for any changes.

Erik Schoen, Community Chest Director:

- Call Community Chest for information and appointments for Covid shots.
- People need to know and appreciate how complicated the Covid response is. For Joe (Curtis) and Lara (Mather) to manage all of this - the stand-up vaccine clinics, the testing clinics - an incredible amount has to be done. And to be so fluid and adaptive when circumstances change daily, sometimes hourly. Stacy at the Senior Center is taking on most of the calls.
- Kudos to the three of them and everyone helping with this response and for everything going as well as it is in Storey County. This is not the case in other counties.

- There are a lot of moving parts - things do not always go as they should. People should please have patience.

Chairman Carmona: Worked with the CERT team at the last clinic (with the really bad rain and winds) - watching the work being done was amazing.

Stacy York, Senior Center Director:

- They have made over 50 vaccine appointments (for age 70 and over) since going live last week. Currently there are about 75 on the waiting list.
- Hoping for more vaccine clinics to open.
- Please have patience when making appointments which are being handled by one person.
- At this time, you must be over 70 to make an appointment.
- The Senior Center is doing a Valentine's Day fundraiser with chocolate, roses, and stuffed animals. Call the Senior Center to order - it will be ready the Friday before. The roses are \$35, add \$10 for chocolate, and \$5 for a stuffed animal.

Judge Eileen Herrington:

- Looking forward to moving into the new Justice Court.
- Pete Dube - the contractor, has been wonderful to deal with.
- She is very happy with Mike Northern and his communication; the financial oversight by Jennifer McCain; and the ultimate oversight from Austin Osborne.
- The plan is to move the last week of February.

Keith Loomis, Deputy District Attorney:

- The case of MaryLou Wilson vs the County and Stericycle is moving ahead. Hearing is set February 19th to determine whether, or not, Ms. Wilson has the authority to pursue this kind of claim.

Austin Osborne:

- Tonogold/Comstock Mining are conducting (exploration) drilling throughout the Comstock. They are permitted and have gone through the Planning Department, who has been very diligent making sure they are following policy. This should not be going on too much longer.
- Due to Covid, work on the Strategic Plan is being done "inversely" starting with Departments and working up to the community when Covid restrictions loosen up.
- Reminder to Lockwood residents: Go to the Canyon GID office for the free "dump vouchers". Everyone else in the County - come to the County Manager's office.

8. BOARD COMMENT (No Action - No Public Comment)

Chairman Carmona:

- Happy Birthday to my eldest daughter- Julianna Carmona. And to Katie Demuth from the VCTC.

9. DISCUSSION/POSSIBLE ACTION: Presentation by Lisa K. Taylor, Ph.D., Assistant Professor and Extension Educator University of Nevada Reno, College of Agriculture, Biotechnology, and Natural Resources Carson City/Storey County Extension summarizing the results of the Storey County Needs Assessment.

Continued to February 2, 2021

10. DISCUSSION/POSSIBLE ACTION: A possible item adjustment to the 070-070-64160-000 Capital Project in the amount of \$19,909.60 to purchase and install a LTO 8 Tape Backup solution to improve data archiving and disaster recovery services for all departments Countywide. Funding will be reallocated from an existing line item in the CIP fund from a \$20,000.00 fiber project.

James Deane, IT Director: This (purchase) will beef-up security efforts. There have been quite a few ransom-ware and security issues this year. An off-line solution that provides archiving and recovery services is long over-due. Funds are being reallocated from another project which will be unable to be completed this year.

Vice Chairman Mitchell said he supports efforts to be a little more prepared.

Motion: I, Commissioner Mitchell, move to approve the adjustment to the 070-070-64160-000 Capital Project not to exceed \$19,909.60 to purchase and install a LTO 8 Tape Backup solution to improve data archiving and disaster recovery services for all departments Countywide, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman **Vote:** Motion carried by unanimous vote, **(Summary: Yes=3)**

11. DISCUSSION/POSSIBLE ACTION: Approve Resolution 21-601 providing for in-county general, liquor, cabaret, brothel, and gaming business license fee reimbursement generally equivalent to the amount paid for two quarters of fees by businesses principally impacted by use restriction or closures due to the COVID-19 pandemic and related Declaration of Emergency Directives issued by the Governor. This is the first of two hearings on this resolution.

Commissioner Gilman recused himself from the discussion and vote on this item.

County Manager Osborne: This item is for Covid relief for business closures with respect to all of the different types of licenses. We have come up with a feasible way to this, working with (the County's) accounting system and providing a reasonable benefit to businesses. General licenses would get a \$50 reimbursement; liquor licenses - \$250; cabaret - \$75; brothel and gaming would each be 50%. Escort services are not operating so that would not apply. A check will be sent explaining what it is about. The numbers are 50% of the business license for the 2020 -21 budget - quarters one and two.

Public Comment: None

Deny Dotson, VCTC Director: A portion of these licenses, with the exception of the brothel, come to VCTC. (The VCTC) budgeted very conservatively and is in full support of this.

Mr. Osborne: Glad Mr. Dotson brought that up. Mr. Osborne said he has worked with the Comptroller on a way to not affect the different departments with the reimbursements.

Vice Chairman Mitchell: In principle, he supports this action - whether it was the County or some other government entity that initiated or forced the shut-downs - businesses have been affected. With the current situation, reducing the burden on them at a time when they have not been allowed to operate is the right move for us.

Chairman Carmona: Agrees with those sentiments. A lot of businesses have suffered and forced to close, or (have) forced restrictions - other buildings are at 25% capacity. It may not be a lot, but he is glad to see something to help these folks.

Motion: I, Commissioner Mitchell, move to approve the first hearing for Resolution 21-601 providing for in-County general, liquor, cabaret, brothel, and gaming business license fee reimbursement generally equivalent to the amount paid for two quarters of fees by businesses principally impacted by use, restriction or closures due to the COVID-19 pandemic and related Declaration of Emergency Directives issued by the Governor, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Chairman Carmona, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=2)

12. DISCUSSION/POSSIBLE ACTION: Consideration and possible approval of franchise agreement whereby the Storey County Fire Protection District (District) is granted the exclusive franchise to provide ambulance services within the District.

Fire Chief Jeremy Loncar: This franchise agreement is pretty standard practice. This has been operated on for years and something newer was needed. The (agreement) presented is what is used regionally - basically, just name changes.

Deputy Keith Loomis: The staff report references a limitation on providing ambulance services within GID's. The GID has to: 1) not have an ambulance service, and 2) be within seven miles of an incorporated city. The Planning Department has provided information that Canyon GID is within 3 miles of the park (TRI) and the Virginia Divide GID is within 4.3 miles of Carson City. Both can be covered by the Franchise Agreement.

Public Comment: None

Vice Chairman Mitchell: With non-emergency transport, will this create any complication - as when someone is being transported home from some sort of care. Is the concern only where a pickup happens versus the drop off?

Chief Loncar explained there is a Renown Center in TRI where patients are taken from there into Renown main or other medical facilities. This (agreement) insures continuation of that practice. No one else provides these services within the County and they are limited in nature, not a lot are done. We would like to maintain that ability as well.

Motion: I, Commissioner Mitchell, move to approve the granting of an exclusive franchise to the Fire District for the provision of ambulance services within the district, and authorize the Chairman to sign such, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

13. DISCUSSION/POSSIBLE ACTION: Update to Storey County Administrative Policies and Procedures, Policy 613 - Leave for Coronavirus (COVID-19) Related Reasons.

Human Resources Director, Tobi Whitten: Staff is recommending extension of certain Covid 19 emergency paid leave options, previously provided under the Family First Coronavirus Response Act. This recognizes the pandemic is on-going - that Covid 19-related situations will continue,

and County employees will need to have adequate leave when it is necessary to isolate, recuperate, and to avoid spreading the virus by exposing co-workers and community members. This is extension of any balance of emergency sick leave not used in the calendar year 2020. The proposed amended expiration date will be June 30, 2021.

Public Comment: None

Motion: Based on the recommendation by staff, I, Commissioner Mitchell, move to approve the amendments to the Storey County Administrative Policies and Procedures, Policy 613 - Leave for the Coronavirus (COVID-19) Related Reasons, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

14. DISCUSSION ONLY (No Action): Second 2020-2021 Budget vs Actual overview for Storey County.

Comptroller Jennifer McCain presented an overview of the budget at this time:

- Revenues for all funds still looking good. The General Fund is still trending positive. At the end of the first quarter collections were ahead by 10% - now have dropped to 3%. She expects a continued decline.
- Ad valorem is in line with the budget.
- There are revenue items that have declined due to Covid. Less than 1% of what was budgeted for gaming tax has been collected. Sales tax projections are down - currently 20% behind were expected to be, with no increase expected unless something major happens with the pandemic.
- "Kudos" to all department heads for spending conservatively. Expenses for most all departments and funds are at or below 50%. We're beginning to loosen the tightness on various road and capital improvement projects that had to get done. This includes the new Justice Court, the new Communications location, and shoring up the new VC depot.
- Line-item overages:
 - Clerk/Treasurer - Election expense is over - likely directly related to Covid. Ms. Stephens expects to see some reimbursement from the Secretary of State. No issues in augmenting this account are expected. Records management is also over and is directly related to a project started and budgeted for last fiscal year. Unforeseen circumstances delayed this and final payment was made this year.
 - Administrative - Due to HR staffing position changes, there is an overage in wages and benefits. This is expected when there is a change in personnel - with two people in one position- training and tying up loose ends. This will be corrected with augmentation.
 - Justice Court is over. Reimbursement is expected from "blackjack" revenues collected in Justice Court Special Revenue Fund. Court cases are estimated from history - some years end up with more cases than expected resulting in overages. Contingencies are always built into the budget. Computer/software item is over budget. This will be corrected by the end of the year.
 - Communications - slightly over budget due to retirement of the Director.
 - IT - Rents/Leases - over due to issues in setting up a temporary office.

Looking at revenues, it is important that department heads continue to be conservative with spending. Overall, it looks good, but we need to pay attention to where its trending.

- Special Funds:
 - Emergency Management: All Covid/Cares Act expenses have been paid from this fund. The overages will be countered by the unexpected revenue from the Cares Act fund.
 - Justice Court: Revenues are down due to the Court closing because of Covid. Expenses are in line with where they were budgeted.
 - VCTC and Pipers Opera House: A reduction in both revenues and expenses was anticipated. They continue to monitor their budget in a fiscally conservative manner. (The Comptroller) is working with them to determine which events might be possible in the next couple of months to collect revenue - depending on how tight the Governor's lock-down continues to be.

Commissioner Gilman: Compliments to Ms. McCain and all the departments. This is a comprehensive, easy to understand, quarterly review. These reviews are one of the most important things we do. Thank you.

Vice-Chairman Mitchell: Echoes Commissioner Gilman. On the Sales Tax - is there an indication of the short-fall over what was expected, how it breaks down - like new development activities in TRI versus retail sales/recurrent stuff? Any rough break down of where this is coming from? Is it too hard to tell?

Ms. McCain: It is hard to tell. Revenues are collected by the Clerk/Treasurer's Office. She is unsure if there is more detail.

Clerk Vanessa Stephens: The Sales Tax report from the State does not provide any breakdown. The source of where sales tax comes from is a mystery.

Vice Chair Mitchell: Is there something we can do to get a of notion of how that breaks out - to help gauge impact on existing businesses versus what is coming from the economic development side.

Commissioner Gilman: From feedback he received from the Department (Taxation), they do not have proper software to implement and split-out various (details). This has been on-going for the last ten years. He believes it is a software problem and doubts the State has the revenues to do anything in the next coming year.

Vice Chair Mitchell: Maybe something can be done internally. It would not be precise but would give us a notion which would help with the Strategic Plan.

Ms. McCain said she and Ms. Stephens are open to providing (Vice Chair Mitchell) with reports received from the State to review in more depth to see if they could be "broken down" any further. It may be a benefit to everyone.

Vice Chair Mitchell: Doesn't know if he has the vision to see what has not been seen - but he will look to see if there is a clearer picture.

Austin Osborne: Reiterated (the County) has worked with the Department of Taxation on trying to get those numbers and the different categories - after they run everything for the State's "fair share" etc. - it is difficult to get the numbers narrowed down and into categories.

Chairman Carmona: Echoes what the other Commissioners said regarding Ms. McCain's office and all other departments. It is an interesting time - everyone has been very flexible. Thank you to all departments for working with the Comptroller's Office to keep things in line.

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

16. DISCUSSION ONLY (No Action): Second Quarter 2020-2021 Budget vs Actual overview for Storey County Water and Sewer Funds

Ms. McCain reported that Water and Sewer revenues are tracking as anticipated. As suggested by the auditor, USDA funds have been collected and stand out "brightly". It is easy to separate normal revenue from these funds.

Expenses are slightly over budget due to re-staffing and re-organization. Due to the changes, some augmentations were expected. They are working hard to ensure overages are not lowering the level of service. Rate increases will happen each year due to payback of USDA bonds.

17. RECESS TO CONVENE AS THE 474 FIRE PROTECTION DISTRICT BOARD

18. DISCUSSION ONLY (No Action): Second Quarter 2020-2021 Budget vs Actual overview for 474 Fire District

Ms. McCain: The Fire District is also trending positive. Operations are "front loaded" so this will level out over time and fall in-line with the budget. The District has spent conservatively. Salaries will be over budget due to the Union contract not signed and in effect until September 2020. It was a budget committee decision to keep "status quo" not knowing where Union negotiations would play out. The budget will be augmented, if necessary, at the end of the year. Chief Loncar has indicated he is prepared to move forward in a positive, conservative level to make this budget work.

Chief Loncar thanked Ms. McCain for all the help. There will be some funds coming back as reimbursement from a "Safer Grant" - this will be requested in the next few weeks.

Ms. McCain clarified, although funds from the Safer Grant are expected - this is a separate line-item and does not go into the wages and benefit budget, so an overage will still show in the wages.

Chairman Carmona and Commissioner Gilman thanked Ms. McCain for the great job and for working so well with Chief Loncar. Happy to see Chief Loncar trying to secure grants - the Fire Department needs some things as well as some spring cleaning.

Vice Chairman Mitchell: Thank you for keeping things in check.

19. DISCUSSION/POSSIBLE ACTION: Consideration and possible acceptance of exclusive franchise agreement from Storey County for the provision of ambulance services within the Storey County Fire Protection District.

Chief Loncar - As previously stated in this meeting, this is important to secure our future.

Mr. Loomis explained this Franchise Agreement takes two parties - since the County has already granted this (Agreement), it is up to the Fire District to accept.

Public Comment: None

Motion: I, Commissioner Mitchell move to accept the grant of exclusive Franchise from Storey County for the provision of ambulance services within the Storey County Fire Protection District, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

20. DISCUSSION/POSSIBLE ACTION: Update to Storey County Fire Protection District Policies and Procedures, Policy 065 - Leave for Coronavirus (COVID-19) Related Reasons.

Human Resources Director, Tobi Whitten: This is pretty much identical to the County policy approved by the Commissioners. Staff is recommending extension of certain Covid 19 emergency leave options provided under the Coronavirus Response Act. Recognizing the pandemic is on-going and there will continue to be Covid 19 related situations where employees of the District will need to have adequate leave necessary to isolate, recuperate, and avoid spreading the virus. This is an extension of the balance of any emergency-paid sick leave not used during calendar year 2020. The proposed expiration date is June 30, 2021.

Public Comment: None

Motion: Based on the recommendation by staff and in conformance with the Storey County Fire Protection District policies and procedures, I, Commissioner Mitchell, move to approve the amendments to Storey County Fire Protection District Policies and Procedures, 065 - Leave for Coronavirus (COVID-19) Related Reasons **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

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

Motion: I move to take a five minute recess, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

Chairman Carmona called the meeting to order at 1:22 P.M.

22. DISCUSSION/POSSIBLE ACTION: Consideration of letters of interest for appointment of planning commissioners to serve a term representing Precinct 1 Virginia City District, Precinct 5 Virginia City Highlands District, and Storey County At-Large position on the Storey County Planning Commission.

Senior Planner Kathy Canfield reviewed the three openings on the Planning Commission:

- Precinct 1 received one letter of interest - review is pending, no recommendation today.
- At-large position, three letters were received:
 - Larry Prater
 - James Umbach
 - Gwynn Buck
- Precinct 5:
 - Summer Pellet
 - Mindy Dallas

Planning Staff interviewed the five applicants and were very impressed with everyone. Based on the interviews, information submitted, and knowledge of the applicants, Staff recommends Summer Pellet for Precinct 5 and Larry Prater for the At-large position. The decision is ultimately up to the (County) Board.

Public Comment: None

Commissioner Gilman: These are all great applicants - he is in line with the individuals identified. Larry (Prater) brings time and energy - no one has spent more time. He is encouraged by the number of applicants - it has been a long time since someone from Lockwood has been on the Commission. He does not think there is a bad choice - but there are options.

Vice-Chairman Mitchell: Pleased to see all the applicants and is impressed by the qualifications. In many ways this is a thankless job. They do the heavy lifting for us - delving into development issues that come before (this Board). He would like to discuss where we are at going forward.

Commissioner Gilman: From his position and his third term in the seat, this Planning Commission is critical to the over-all operation at our County Board, making our challenges less painful. They bring knowledge to the table after analyzing the applications brought to them. They are invaluable. Decision-making is much simpler and proper because of (the Planning Commission). These are great applicants. He supports Summer 100%.

Chairman Carmona: He is extremely pleased to the number of applicants and is glad to wait a little longer to see if anyone is looking to fill the position in Virginia City. Regarding the current applicants, this is a tough decision that we must make. All bring something to the table. It is extremely important that Lockwood have representation. He hates to pass up on Gwynn or Larry, but it really comes down to that. There is a lot of growth in the Industrial Park. Lockwood is the closest community to the Park - that is what it comes down to. Summer brings a wealth of planning knowledge to the Highlands - she is vote for the Virginia City Highlands District. Based on his location, James (Umbach) would be his choice for the at-large position.

Commissioner Gilman supports this choice. Summer is valuable and he respects her seat. And Larry after so many years. He has always been in favor of expanding our interests into the various neighborhoods. Lockwood needs a "seat at the table", as well as Mark Twain. He supports Summer and James.

Vice Chairman Mitchell: Thinks these are great points and is happy with the recommendation.

Chairman Carmona noted Larry (Prater's) service since 1998. As stated, it is a thankless job doing much of the work, vetting companies - giving (the Board) recommendations. If we are going this route, he would like to see Larry receive a plaque commemorating his decades of service to the County. It's difficult being a volunteer - you give your time. The small stipend does not cover some of the decisions having to be made.

Motion: I, Commissioner Mitchell, move to re-appoint Summer Pellett to represent Precinct 5 on the Virginia City Highlands District, and to appoint James Umbach to represent Storey County at-large position on the Storey County Planning Commission; additionally, move that we instruct staff to prepare a proper thank you for Commissioner Prater for his many years of service, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

23. DISCUSSION/POSSIBLE ACTION: File 2021-01 Consideration and Possible Action of Grant of Easement to NV Energy for utilities within portions of the Union and L Street Rights-of-Way, Virginia City, Storey County, Nevada.

Senior Planner Kathy Canfield: This (request) is for an easement at Union and L Streets for NVEnergy right-of-way. There is an existing power pole on private property and (the owners) want to develop that property. The poles need to be moved, and by moving they need to go into public right-of-way, a more appropriate spot. NVEnergy does not have "blanket easement" type of use in Virginia City- so each request is taken case-by-case. Public Works has reviewed and has no issues. Staff recommends approval.

Public Comment: None

Motion: In accordance with the recommendation by staff, I, Commissioner Mitchell, move to approve grant of easement No. 2021-01 to NVEnergy for utilities location within a portion of Union Street and L Street rights-of-way, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

24. DISCUSSION/POSSIBLE ACTION: First Reading of Bill 125, Ordinance 20-314, Text amendments to Storey County Code Title 17 Zoning Districts E Estate; F Forestry; and NR Natural Resources which include modifications and clarifications regarding the minimum floor area. Text amendments to the P Public Zone for modification and clarification of setbacks, and other properly related matters. Date of Second Reading will be February 2, 2021.

Ms. Canfield: This amendment item was taken out of Item 17 for additional updates when it was discussed previously. Working with the Planning Commission and County staff, this is the first reading for recommended changes for residence size, the proposal is:

- Minimum house size to be 401 square feet;
- That it will be allowed in the zoning districts that have a minimum 40 acre size;
- That it be a minimum 12 feet wide dimension on any side;
- That it be placed on permanent foundation;
- That it meets all building code requirements.

This amendment will be for Forestry Zone, Estate Zone (40 acres), or Natural Resource Zone. The minimum 12 foot wide was decided due to concern of having something too small that could be placed on the back of a truck and disappear. The Planning Commission felt the 12 foot-wide minimum would take care of this.

The second part modifies setbacks in the Public zone. Modifications were made in 2020 with the Title 17 update. They were not made to the Public Zone at that time so is being done now.

If approved, there is a change to Estate Zoning with addition of some of the numbers.

Public Comment: None

Vice Chairman Mitchell asked Ms. Canfield to clarify what it is she mentioned at the end- if it was something that needs to be addressed at this time or at the second reading.

Ms. Canfield: On the Estate Zone, there is a chart about the minimum floor area and front, rear, and side setbacks. Language is being changed on the E-40-VR - one of the roads on this chart. We also want to change the language for the E-40 roads to match the E-40-VR roads - this was not done on the chart.

Vice Chairman Mitchell said he supports the changes - this is a move in the right direction. Down the road, he would like a broader change to a lower minimum. This is a good first step. After we get a feeling for how well it is working - then we could bring it back to look at making the same change to some of the other zones.

Chair Carmona: While attending Planning Commission meetings, he was glad to see discussion taking place. This is a move in the right direction.

Ms. Canfield read the Title: This is the First reading of Bill 125, Ordinance 20-314, text amendments to Storey County Code Title 17 Zoning District E Estate, F Forestry, and NR Natural Resources which include modifications and clarifications regarding the minimum floor area. Text amendments to the P Public zone for modification and clarification of setbacks and other properly related matters. Date of the second reading will be February 2, 2021.

Motion: In accordance with the recommendation by staff and the Planning Commission, I, Commissioner Mitchell, move to approve the First Reading of Bill 125, Ordinance 20-314, Text amendments to Storey County Code Title 17 Zoning Districts E Estate; F Forestry; and NR Natural Resources which include modifications and clarifications regarding the minimum floor area, to

include the modifications suggested by staff at this meeting. Text amendments to the P Public zone, for modification, clarification, and setbacks, and other properly related matters. Second reading will be February 2, 2021, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

25. PUBLIC COMMENT (No Action)

Vice Chairman Mitchell: Thanks again to all who applied for positions on the Planning Commission. He suggested if there are opportunities in the future to form "working groups" or ad hoc committees - that they be kept at the top of the list as their expertise may be useful to us.

26. ADJOURNMENT of all active and recessed Boards on the Agenda

The meeting was adjourned by the call of the Chair at 11:50 AM.

Respectfully submitted,

By: Vanessa Stephens
Vanessa Stephens Clerk-Treasurer



**Storey County Board of County
Commissioners
Agenda Action Report**

**Meeting date: 3/2/2021 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 0 min

Agenda Item Type: Consent Agenda

- **Title:** For possible action, approval of claims in the amount of \$1,511,013.20
- **Recommended motion:** Approval of claims as submitted
- **Prepared by:** Cory Y. Wood

Department: **Contact Number:** 7758471133

- **Staff Summary:** Please find attached the claims
- **Supporting Materials:** See attached
- **Fiscal Impact:** N/A
- **Legal review required:** False
- **Reviewed by:**

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

- **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modification
<input type="checkbox"/> Denied	<input type="checkbox"/> Continued



Payment Reversal Register

APPKT02723 - 2020-02-11 VOID CKS

Canceled Payables

Vendor Set: 01 - Storey County Vendors

Bank: AP Bank - AP Bank

Vendor Number	Vendor Name					Total Vendor Amount	
405155	NV DEPT OF TRANSPORTATION					-150.00	
		Payment Type	Payment Number	Original Payment Date	Reversal Date	Cancel Date	Payment Amount
		Check	100979	10/23/2020	02/11/2021	02/11/2021	-150.00
		Payable Number:	Description	Payable Date	Due Date		Payable Amount
		28803	19 TR 1326	10/23/2020	10/23/2020		150.00
405345	Stafford, Sherry					-7.00	
		Payment Type	Payment Number	Original Payment Date	Reversal Date	Cancel Date	Payment Amount
		Check	99765	06/19/2020	02/11/2021	02/11/2021	-7.00
		Payable Number:	Description	Payable Date	Due Date		Payable Amount
		INV0011584	Storey County Refund per Resolution 20-564	06/19/2020	06/19/2020		7.00
405876	Q & R LLC					-1,248.98	
		Payment Type	Payment Number	Original Payment Date	Reversal Date	Cancel Date	Payment Amount
		Check	99740	06/19/2020	02/11/2021	02/11/2021	-1,248.98
		Payable Number:	Description	Payable Date	Due Date		Payable Amount
		INV0011569	Storey County Refund per Resolution 20-564	06/19/2020	06/19/2020		1,248.98
405888	Tesla Motors, Inc					-990.74	
		Payment Type	Payment Number	Original Payment Date	Reversal Date	Cancel Date	Payment Amount
		Check	99774	06/19/2020	02/11/2021	02/11/2021	-990.74
		Payable Number:	Description	Payable Date	Due Date		Payable Amount
		INV0011598	Storey County Refund per Resolution 20-564	06/19/2020	06/19/2020		990.74
99763	CANYON GENERAL IMPROVEMENT DISTRICT					-723.84	
		Payment Type	Payment Number	Original Payment Date	Reversal Date	Cancel Date	Payment Amount
		Check	99621	06/19/2020	02/11/2021	02/11/2021	-723.84
		Payable Number:	Description	Payable Date	Due Date		Payable Amount
		INV0011382	Storey County Refund per Resolution 20-564	06/19/2020	06/19/2020		670.71
		INV0011383	Storey County Refund per Resolution 20-564	06/19/2020	06/19/2020		53.13

Bank Code Summary

Bank Code	Canceled Payables	Payables Left To Pay Again	Total
AP Bank	-3,120.56	0.00	-3,120.56
Report Total:	-3,120.56	0.00	-3,120.56

Approved by the Storey County Board of Commissioners:

_____ Chairman	_____ Commissioner	_____ Commissioner
 Comptroller	_____ Date	2-11-21 Date
_____ Treasurer	_____ Date	



Check Register

Packet: APPKT02722 - 2021-02-12 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						
405261	A AND H INSURANCE, INC	02/12/2021	Regular	0.00	50.00	101920
100135	ALSCO INC	02/12/2021	Regular	0.00	290.18	101921
404394	American Tower Investments LLC	02/12/2021	Regular	0.00	684.29	101922
403651	ARC HEALTH AND WELLNESS	02/12/2021	Regular	0.00	750.00	101923
403619	AT&T TELECONFERENCE SERVI	02/12/2021	Regular	0.00	98.22	101924
404780	Backdraft OpCo LLC	02/12/2021	Regular	0.00	710.70	101925
403671	BURRELL, SCOTT LEWIS	02/12/2021	Regular	0.00	151.50	101926
99763	CANYON GENERAL IMPROVEMENT I	02/12/2021	Regular	0.00	52.50	101927
404216	CARSON VALLEY OIL CO INC	02/12/2021	Regular	0.00	4,331.92	101928
99720	CASELLE INC	02/12/2021	Regular	0.00	270.00	101929
405968	CC Cleaning Service, LLC	02/12/2021	Regular	0.00	3,298.10	101930
403635	CENTRAL SANITARY SUPPLY	02/12/2021	Regular	0.00	74.36	101931
406086	CFR Auto LLC	02/12/2021	Regular	0.00	637.06	101932
405235	CHARTWELL STAFFING SERV	02/12/2021	Regular	0.00	3,118.80	101933
100505	CITY OF CARSON TREASURER	02/12/2021	Regular	0.00	50.00	101934
405134	CMC TIRE INC	02/12/2021	Regular	0.00	12,236.94	101935
403990	COMSTOCK CEMETERY FOUNDAT	02/12/2021	Regular	0.00	24.00	101936
99652	COMSTOCK CHRONICLE (VC)	02/12/2021	Regular	0.00	1,820.50	101937
404466	DAIOHS USA INC	02/12/2021	Regular	0.00	438.30	101938
406010	Deitz Media & Marketing, LLC	02/12/2021	Regular	0.00	7,238.24	101939
405648	Dianne S. Drinkwater PC	02/12/2021	Regular	0.00	2,025.00	101940
403576	DOMINION VOTING SYSTEMS Inc.	02/12/2021	Regular	0.00	19.84	101941
404547	ELLIOTT AUTO SUPPLY INC	02/12/2021	Regular	0.00	530.39	101942
405986	Farr Construction Corporation	02/12/2021	Regular	0.00	107,967.51	101943
403216	FARR WEST ENGINEERING	02/12/2021	Regular	0.00	23,841.52	101944
404509	FASTENAL COMPANY	02/12/2021	Regular	0.00	757.00	101945
101485	FERGUSON ENTERPRISES INC	02/12/2021	Regular	0.00	11,197.81	101946
403975	FERRELLGAS LP	02/12/2021	Regular	0.00	2,411.62	101947
405969	Fleetpride, INC	02/12/2021	Regular	0.00	137.72	101948
103470	GREAT BASIN TERMITE & PES	02/12/2021	Regular	0.00	35.00	101949
405784	Greene, Jeanne	02/12/2021	Regular	0.00	3,970.00	101950
404778	HAT, LTD	02/12/2021	Regular	0.00	1,108.38	101951
403040	HENRY SCHEIN, INC.	02/12/2021	Regular	0.00	126.88	101952
405293	Highland Electric and Lighting LLC	02/12/2021	Regular	0.00	2,632.13	101953
405747	International Assoc. for Property & E	02/12/2021	Regular	0.00	50.00	101954
100978	INTERSTATE OIL CO	02/12/2021	Regular	0.00	2,082.56	101955
403834	IT1 SOURCE LLC	02/12/2021	Regular	0.00	3,599.18	101956
403563	Justice AV Solutions Inc	02/12/2021	Regular	0.00	4,938.00	101957
406092	Lemons Grundy & Eisenberg	02/12/2021	Regular	0.00	234.00	101958
101030	LIFE-ASSIST INC	02/12/2021	Regular	0.00	214.75	101959
404102	LIQUID BLUE EVENTS LLC	02/12/2021	Regular	0.00	15,800.00	101960
404102	LIQUID BLUE EVENTS LLC	02/12/2021	Regular	0.00	2,300.00	101961
404363	MA LABORATORIES INC	02/12/2021	Regular	0.00	87.27	101962
405077	MACKAY MANSION	02/12/2021	Regular	0.00	32.50	101963
406090	Mehanna, Fady	02/12/2021	Regular	0.00	624.40	101964
405125	MEYER, GREGORY	02/12/2021	Regular	0.00	300.00	101965
403096	MONARCH DIRECT LLC	02/12/2021	Regular	0.00	450.00	101966
100471	MOUND HOUSE TRUE VALUE	02/12/2021	Regular	0.00	76.76	101967
102575	NAPA AUTO & TRUCK PARTS	02/12/2021	Regular	0.00	13.49	101968
101226	NEV COMPTROLLER	02/12/2021	Regular	0.00	543.00	101969
403317	NEV DEPT PUBLIC SAFETY	02/12/2021	Regular	0.00	966.00	101970
101335	NEV DEPT TAXATION	02/12/2021	Regular	0.00	70.70	101971
403632	NEVADA BLUE LTD (RNO)	02/12/2021	Regular	0.00	100.00	101972
101269	NEVADA LEGAL SERVICE INC	02/12/2021	Regular	0.00	943.00	101973

Check Register

Packet: APPKT02722-2021-02-12 AP Payments cw

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
101362	Nextel of California	02/12/2021	Regular	0.00	163.57	101974
404163	NORTON CONSULTING LLC	02/12/2021	Regular	0.00	47.00	101975
402926	OFFSITE DATA DEPOT, LLC	02/12/2021	Regular	0.00	288.14	101976
405127	O'REILLY AUTO ENTERPRISES LLC	02/12/2021	Regular	0.00	171.56	101977
406089	Pearson, David and Ivonne	02/12/2021	Regular	0.00	250.73	101978
403895	PETRINI, ANGELO D	02/12/2021	Regular	0.00	42.00	101979
405256	PIPER'S OPERA HOUSE	02/12/2021	Regular	0.00	8.00	101980
101435	PITNEY BOWES GLOBAL (LEA)	02/12/2021	Regular	0.00	1,146.55	101981
101417	POST NEV	02/12/2021	Regular	0.00	1,000.00	101982
103032	POWERPLAN	02/12/2021	Regular	0.00	439.88	101983
404849	PRAXAIR DISTRIBUTION INC	02/12/2021	Regular	0.00	358.25	101984
103221	PUBLIC EMPLOY RETIREMENT RETIRE	02/12/2021	Regular	0.00	2,125.79	101985
404398	RAD STRATEGIES INC	02/12/2021	Regular	0.00	6,500.00	101986
404134	RAPID SPACE LLC	02/12/2021	Regular	0.00	278.67	101987
402937	RAY MORGAN CO INC (CA)	02/12/2021	Regular	0.00	619.60	101988
103307	RECORDERS ASSOC OF NEV	02/12/2021	Regular	0.00	75.00	101989
404863	REFUSE, INC	02/12/2021	Regular	0.00	250.47	101990
403816	RENO DEALERSHIP GROUP LLC	02/12/2021	Regular	0.00	1,489.95	101991
101520	RENO PAINT MART	02/12/2021	Regular	0.00	48.26	101992
103063	RESERVE ACCOUNT	02/12/2021	Regular	0.00	400.00	101993
101210	SBC GLOBAL SERVICES INC	02/12/2021	Regular	0.00	4,037.87	101994
405975	Shaheen Beauchamp Builders, LLC	02/12/2021	Regular	0.00	109,787.70	101995
405081	SHERMARK DISTRIBUTORS INC	02/12/2021	Regular	0.00	292.50	101996
404187	SHOAF, BRIAN ALLEN	02/12/2021	Regular	0.00	44.00	101997
102462	SIERRA ENVIRONMENTAL MONITOR	02/12/2021	Regular	0.00	120.00	101998
101630	SIERRA PACIFIC POWER CO	02/12/2021	Regular	0.00	11,601.86	101999
	Void	02/12/2021	Regular	0.00	0.00	102000
404195	SOUTHERN GLAZERS WINE & S	02/12/2021	Regular	0.00	843.40	102001
403234	SPALLONE, DOMINIC J III	02/12/2021	Regular	0.00	226.13	102002
101717	ST CO SCHOOL DISTRICT	02/12/2021	Regular	0.00	574,838.83	102003
101726	ST CO SENIOR CENTER(VC)	02/12/2021	Regular	0.00	11,126.44	102004
101710	ST CO TREASURER	02/12/2021	Regular	0.00	255.04	102005
101745	ST CO WATER SYSTEM	02/12/2021	Regular	0.00	444.05	102006
403892	SUN PEAK ENTERPRISES	02/12/2021	Regular	0.00	419.00	102007
406087	Sutter, Scott	02/12/2021	Regular	0.00	2,184.00	102008
405124	TERRY, SHIRLEY	02/12/2021	Regular	0.00	384.00	102009
404615	THE ANTOS AGENCY	02/12/2021	Regular	0.00	1,375.00	102010
405997	The Divide LLC	02/12/2021	Regular	0.00	200.00	102011
404845	THOMAS PETROLEUM LLC	02/12/2021	Regular	0.00	2,045.49	102012
403225	TRI GENERAL IMPROVEMENT	02/12/2021	Regular	0.00	458.29	102013
406083	Tuff Shed, Inc	02/12/2021	Regular	0.00	11,500.00	102014
405112	TYLER TECHNOLOGIES, INC	02/12/2021	Regular	0.00	1,575.00	102015
405649	U.S. Armor Corporation	02/12/2021	Regular	0.00	4,000.00	102016
101845	US POSTOFFICE (VC)	02/12/2021	Regular	0.00	200.00	102017
101845	US POSTOFFICE (VC)	02/12/2021	Regular	0.00	150.00	102018
404828	V & T ROCK, INC	02/12/2021	Regular	0.00	702.21	102019
405735	VC Tours LLC	02/12/2021	Regular	0.00	84.00	102020
402820	WALKER & ASSOCIATES	02/12/2021	Regular	0.00	2,083.00	102021
101890	WASHOE CO CORONER	02/12/2021	Regular	0.00	11,080.64	102022
405574	Washoe County Forensic Science Di	02/12/2021	Regular	0.00	324.00	102023
103080	WATERS SEPTIC TANK SV DBA	02/12/2021	Regular	0.00	2,220.00	102024
101809	WEDCO INC	02/12/2021	Regular	0.00	224.70	102025
103237	WESTERN ENVIRONMENTAL LAB	02/12/2021	Regular	0.00	52.00	102026
404795	WIERZBICKI, JASON	02/12/2021	Regular	0.00	150.00	102027
405919	Williams Scotsman, Inc	02/12/2021	Regular	0.00	754.12	102028

Check Register

Packet: APPKT02722-2021-02-12 AP Payments cw

Vendor Number 404295	Vendor Name WELLS ONE COMMERCIAL CARD	Payment Date 02/12/2021	Payment Type Bank Draft	Discount Amount 0.00	Payment Amount 12,246.24	Number DFT0000718
--------------------------------	---	-----------------------------------	-----------------------------------	--------------------------------	------------------------------------	-----------------------------

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	198	108	0.00	997,998.71
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	24	1	0.00	12,246.24
EFT's	0	0	0.00	0.00
	222	110	0.00	1,010,244.95

Approved by the Storey County Board of Commissioners:

_____ Chairman	_____ Commissioner	_____ Commissioner
 Comptroller		<u>2-11-21</u> Date
_____ Treasurer		_____ Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	2/2021	1,010,244.95
			<u>1,010,244.95</u>



Check Register

Packet: APPKT02736 - 2021-02-19 715 PERs Payment sl

By Check Number

Vendor Number 405456	Vendor Name Public Employees Retirement	Payment Date 02/19/2021	Payment Type EFT	Discount Amount 0.00	Payment Amount 44,863.68	Number 10166
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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	44,863.68
	<u>2</u>	<u>1</u>	<u>0.00</u>	<u>44,863.68</u>

Approved by the Storey County Board of Commissioners:

_____ Chairman	_____ Commissioner	_____ Commissioner
<i>[Signature]</i> Comptroller		2.17.21 Date
_____ Treasurer		_____ Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	2/2021	44,863.68
			<u>44,863.68</u>



Check Register

Packet: APPKT02735 - 2021-02-19 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	02/19/2021	EFT	0.00	83,302.17	10163
404869	SCSO EMPLOYEES ASSOCIATIO	02/19/2021	EFT	0.00	502.00	10164
404639	VOYA RETIREMENT INS	02/19/2021	EFT	0.00	9,905.00	10165
300003	AFLAC	02/19/2021	Regular	0.00	1,156.39	102029
300008	AFSCME Union	02/19/2021	Regular	0.00	558.32	102030
405519	Cigna Health and Life Insurance Cor	02/19/2021	Regular	0.00	6,978.13	102031
300001	Colonial Life & Accident	02/19/2021	Regular	0.00	103.38	102032
404704	DVM INSURANCE AGENCY	02/19/2021	Regular	0.00	87.32	102033
405264	FIDELITY SEC LIFE INS CO	02/19/2021	Regular	0.00	63.48	102034
300011	Nevada State Treasurer	02/19/2021	Regular	0.00	4.00	102035
103233	PUBLIC EMPLOY RETIREMENT SYSTEM	02/19/2021	Regular	0.00	303.56	102036
300010	State Collection & Disbursement Un	02/19/2021	Regular	0.00	213.43	102037
300006	Storey Co Fire Fighters Assoc	02/19/2021	Regular	0.00	1,450.00	102038
300005	Washington National Ins	02/19/2021	Regular	0.00	960.76	102039

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	19	11	0.00	11,878.77
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	6	3	0.00	93,709.17
	25	14	0.00	105,587.94

Approved by the Storey County Board of Commissioners:

_____ Chairman	_____ Commissioner	_____ Commissioner
 Comptroller		2.17.21 Date
_____ Treasurer		_____ Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	2/2021	105,587.94
			<u>105,587.94</u>



Payroll Check Register Report Summary

Pay Period: 2/1/2021-2/14/2021

Packet: PRPKT00999 - 2021-02-19 Payroll sl
Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	5	4,775.98
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	157	337,999.23
Total	162	342,775.21

Approved by the Storey County Board of Commissioners:

 Chairman

 Commissioner

 Commissioner

 Comptroller

 Date
 2.17.21

 Treasurer

 Date



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 3/2/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 0-5

Agenda Item Type: Consent Agenda

- **Title:** For possible action, approval of business license first readings:
 - A. Rini Insurance Agency Inc. - General/198 N C St. Unit B, Virginia City, NV
 - B. TR Coffee - Out of County/1849 Matteoni Dr., Sparks, Nv
 - C. GeoStrata - Out of County/14425 S. Center Pointe Way, Bluffdale, UT
- **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).
- **Prepared by:** Ashley Mead

Department: **Contact Number:** 775-847-0966

- **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.
- **Supporting Materials:** See attached
- **Fiscal Impact:** None
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modification
<input type="checkbox"/> Denied	<input type="checkbox"/> Continued

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

February 22, 2021
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **March 2, 2021** COMMISSIONERS Consent Agenda:

FIRST READINGS:

- A. Rini Insurance Agency Inc.** – General / 198 N. C St. Unit B ~ Virginia City, NV
- B. TR Coffee** – Out of County/ 1849 Matteoni Dr. ~ Sparks, NV
- C. GeoStrata** – Out of County / 14425 S. Center Pointe Way ~ Bluffdale, UT

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: 3/2/2021 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Updates and discussion from lobbyists and staff regarding upcoming bills and legislative action affecting Storey County.
- **Recommended motion:** Direct staff as needed on supporting, opposing, or otherwise commenting on a bill.
- **Prepared by:** AGENDA_SUBMITTER

Department: **Contact Number:** 775.847.0968

- **Staff Summary:** 2021 legislative session.
- **Supporting Materials:** See attached
- **Fiscal Impact:** None
- **Legal review required:** TRUE

• **Reviewed by:**

____ Department Head

Department Name: _____

____ County Manager

Other Agency Review: _____

• **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modification
<input type="checkbox"/> Denied	<input type="checkbox"/> Continued



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 3/2/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Provide direction to county staff and lobbyists representing Storey County regarding potential legislation related to Innovation Zones and other properly related matters.
- **Recommended motion:** I (commissioner) motion to direct county staff and lobbyists to represent Storey County as (supporting / neutral / opposing / or combination thereof) related to Innovation Zones directly and indirectly affecting Storey County, and for county staff and lobbyists to periodically update and seek guidance and direction from the board in these matters.
- **Prepared by:** Austin Osborne

Department: _____ **Contact Number:** 775.847.0968

- **Staff Summary:** This pertains to possible legislation about Innovation Zones.
- **Supporting Materials:** See attached
- **Fiscal Impact:** Unknown at this point.
- **Legal review required:** TRUE

• **Reviewed by:**

_____ Department Head

Department Name: _____

_____ County Manager

Other Agency Review: _____

• **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modification
<input type="checkbox"/> Denied	<input type="checkbox"/> Continued



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 3/2/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration of letters of interest for appointment of a planning commissioner to serve a term representing Precinct 1 Virginia City District on the Storey County Planning Commission.
- **Recommended motion:** In accordance with the recommendation by staff, I (commissioner) motion to continue the appointment of a planning commissioner to serve on the Storey County Planning Commission representing Precinct 1 Virginia City District.
- **Prepared by:** Kathy Canfield

Department: **Contact Number:** 7758471144

- **Staff Summary:** Staff has received two letters of interest for this position and is in the process of scheduling interviews with the applicants.
- **Supporting Materials:** See attached
- **Fiscal Impact:** None
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modification
<input type="checkbox"/> Denied	<input type="checkbox"/> Continued



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 3/2/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of File 2021-07 Temporary Turnaround Easement Relocation by applicants Storey County Public Works and Thyssenkrupp Industrial Solutions, Inc. The applicants request to relocate an existing temporary turnaround easement from one portion of the parcel to another location on the same parcel. The temporary turnaround easement is located at 75 Germany Circle, within the Tahoe Reno Industrial Center, Storey County, NV and has Assessor's Parcel Number (APN) 005-061-50 (formerly a portion of APN 005-061-36).
- **Recommended motion:** In accordance with the staff recommendation, I (commissioner) move to approve the relocation of the existing temporary turnaround easement from one portion of the parcel to another location on the same parcel. The temporary turnaround easement is located at 75 Germany Circle, within the Tahoe Reno Industrial Center, Storey County, NV and has assessor's parcel number (APN) 005-061-50 (formerly a portion of APN 005-061-36).
- **Prepared by:** Kathy Canfield

Department: _____ **Contact Number:** 775847144
- **Staff Summary:** See attached staff report and supporting materials.
- **Supporting Materials:** See attached
- **Fiscal Impact:** None
- **Legal review required:** _____
- **Reviewed by:**
_____ Department Head **Department Name:** _____
_____ County Manager **Other Agency Review:** _____
- **Board Action:** _____

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modification
<input type="checkbox"/> Denied	<input type="checkbox"/> Continued

STOREY COUNTY PLANNING DEPARTMENT

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



To: Storey County Board of County Commissioners

From: Storey County Planning Department

Meeting Date: March 2, 2021

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

Staff Contact: Kathy Canfield

File: 2021-07

Applicants: Storey County Public Works Department/Thyssenkrupp Industrial Solutions, Inc.

Property Owner: Thyssenkrupp Industrial Solutions (USA), Inc.

Property Location: 75 Germany Circle, Tahoe Reno Industrial Center, Storey County, Nevada

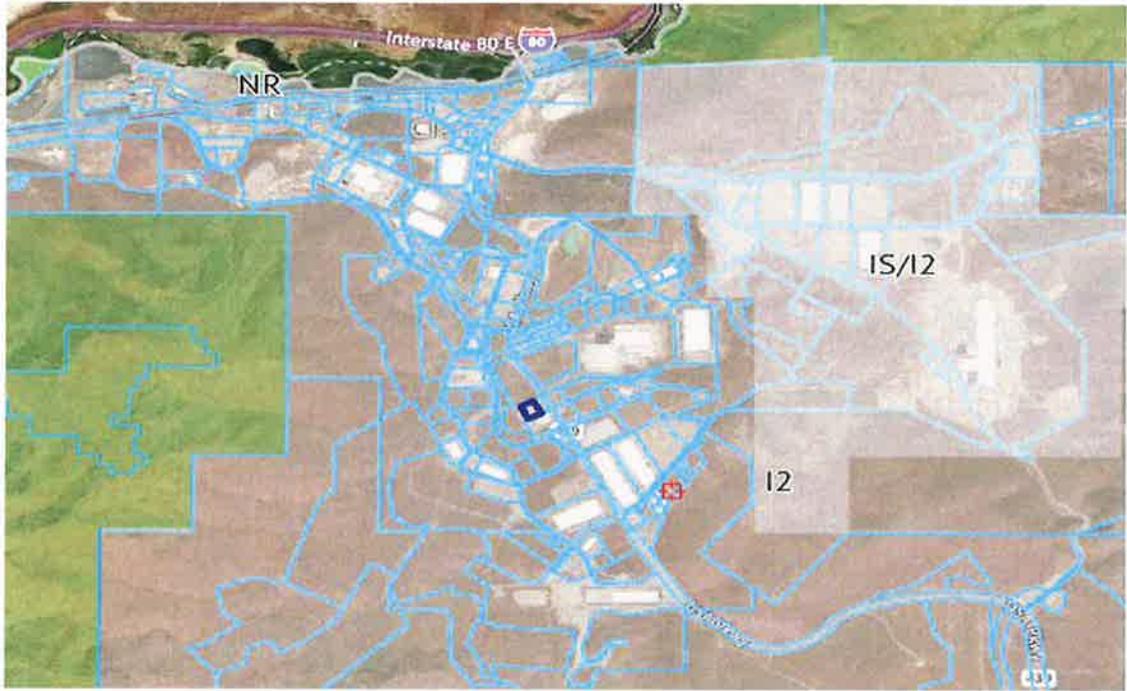
Request: The applicant requests to relocate an existing temporary turnaround easement from one portion of the parcel to another location on the same parcel. The temporary turnaround easement is located at 75 Germany Circle, within the Tahoe Reno Industrial Center, Storey County, Nevada and has Assessor's Parcel Number (APN) 005-061-50 (formerly a portion of APN 005-061-36).

Background & Analysis

The applicant has requested to relocate an existing temporary turnaround easement located on their property. The easement was placed on the property in 2017 with the purpose to provide a public access turnaround space associated with Germany Circle. The easement is temporary until a permanent roadway turnaround is constructed. The permanent roadway turnaround (cul-de-sac) is expected to be constructed at the time development occurs at 150 Germany Circle, APN 005-061-49. Until that turnaround is constructed, the temporary turnaround easement is necessary.

The applicant is desiring to begin construction at 75 Germany Circle and the existing location of the temporary turnaround easement conflicts with the proposed design for their property. The applicant worked with County staff to determine if a different turnaround configuration would be acceptable in order to still provide the turnaround and also allow for their desired design.

Storey County Planning staff, along with the Public Works Department, the Fire Protection District and the Community Development Department have reviewed the new location and design and have determined the new location is an acceptable alternative to the existing location. If approved by the Board of County Commissioners, the new temporary turnaround area will be developed during the grading and site work activities occurring at the site.



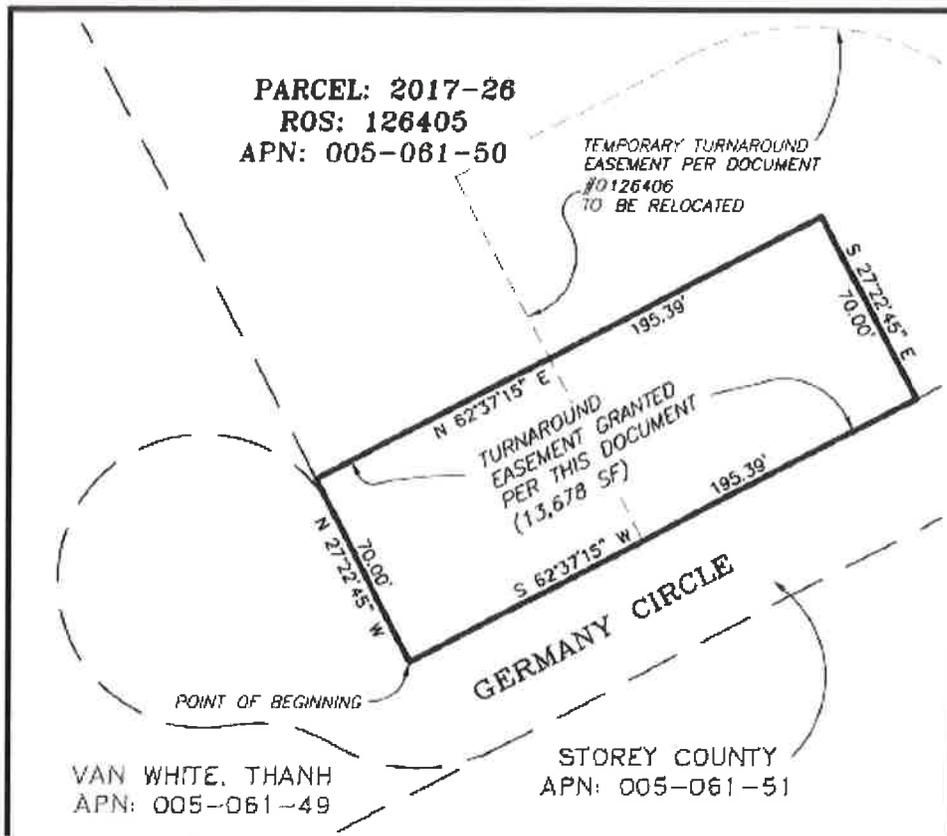
Vicinity Map



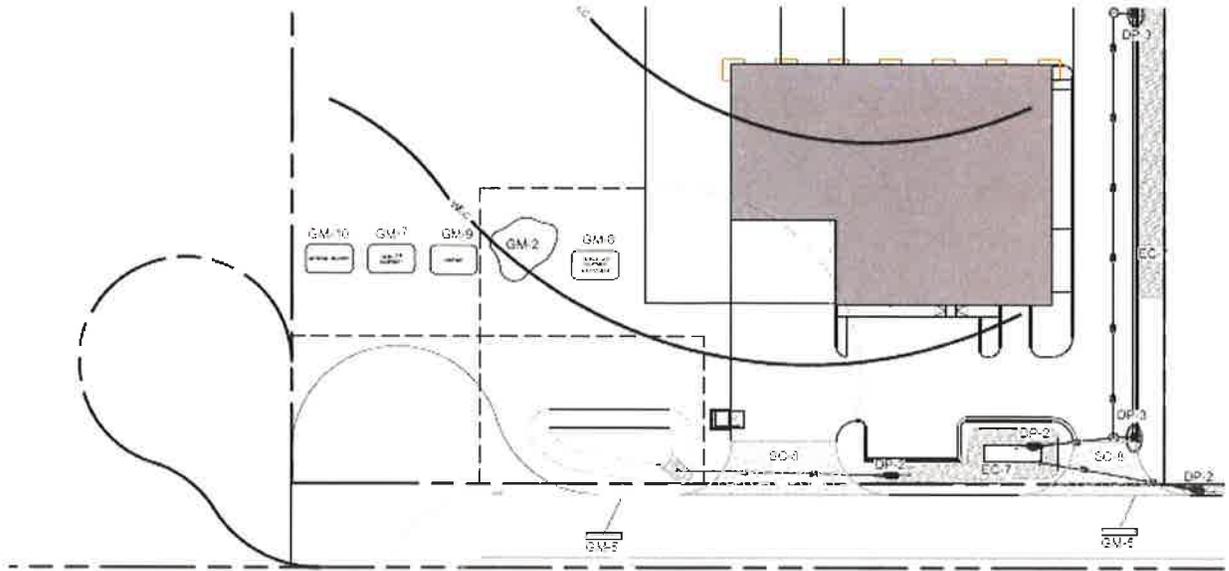
Location Map



Existing temporary turnaround easement configuration



Proposed temporary turnaround easement configuration



Proposed development – existing and proposed easement lines shown for reference



Existing site conditions

Exhibit A is attached which provides the new language for the temporary turnaround easement and the new legal description and Exhibit of the new temporary turnaround location.

Recommended Motion: In accordance with the staff recommendation, I (*commissioner*) move to approve the relocation of the existing temporary turnaround easement from one portion of the parcel to another location on the same parcel. The temporary turnaround easement is located at 75 Germany Circle, within the Tahoe Reno Industrial Center, Storey County, Nevada and has Assessor's Parcel Number (APN) 005-061-50 (formerly a portion of APN 005-061-36).

EXHIBIT A next page

WHEN RECORDED MAIL TO:

Storey County Clerk
26 S. B Street
Virginia City, NV 89440

APN: portion of 005-061-50 (formerly a portion of 005-061-36)

Recorder Affirmation Statement: The undersigned hereby affirms that this document, including any exhibit, hereby submitted for recording does not contain the personal information of any person or persons (per NRS 293B.030(2)).

TEMPORARY TURNAROUND EASEMENT
REVISED LOCATION

Thyssenkrupp Industrial Solutions (USA), Inc., a Wisconsin corporation (“Grantor”) for good and valuable consideration, receipt of which is hereby acknowledged, grants and conveys to the **County of Storey, a political subdivision of the State of Nevada**, (“Grantee”), its successors and assigns, a revised location of a temporary nonexclusive easement, which will replace the existing temporary turnaround easement recorded on September 19, 2017 as Document Number 126406, in the Official Records of Storey County, Nevada. The temporary nonexclusive easement is:

1. To maintain and use a vehicle turnaround area available for emergency vehicle and public use (“Turnaround”) upon, over, under and through the property described in Exhibit “A”, attached hereto and by this reference made a part of this easement (“Easement Area”).
2. For the ingress of vehicles and pedestrians to, and the egress of vehicles and pedestrians from, the Easement Area; and
3. To remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the Turnaround in the Easement Area.

Grantee acknowledges that the Grantor desires to develop the property and the existing location of the temporary turnaround easement, as recorded on September 19, 2017 as Document Number 126406 in the Official Records of Storey County, Nevada, limits the development opportunity for the parcel of land. The Grantee has reviewed

the revised location and finds the revised location meets the temporary turnaround requirements listed above.

Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on

or within the Easement Area as described in Exhibit A without the prior written consent of Grantee (which Grantee will not unreasonably withhold), except pavement, landscaping, sidewalks or pathways and drainage structures which do not impair or interfere with the Turnaround.

This easement is intended to provide temporary vehicular turnaround at the terminus of Germany Circle, a public street owned by Grantee, until Germany Circle is extended on adjacent real property as shown on the map attached to Exhibit "A" ("Future Turnaround"). At such time as the Future Turnaround, or other design as may be reviewed and approved by Storey County, is paved and completed to Storey County public street standards, and open for public use, this easement shall terminate. At that time Grantee agrees to relinquish and release this easement as a lien and charge against the Easement Area by recorded notice.

Grantor and Grantee agree that any and all street improvements for the Future Turnaround shall not be reimbursable by County under the Public-Private Partnership Capital Improvement Plan Exhibit "E" to the Development Agreement dated February 1, 2000, and Grantor, its successors and assigns, shall not apply for a voucher pursuant to said plan.

Upon recordation of this document, the temporary turnaround easement location as recorded on September 19, 2017, as Document Number 126406, in the Official Records of Storey County, Nevada, shall be replaced with the revised location as depicted in Exhibit A of this document, and the location as recorded on September 19, 2017, as Document Number 126406, in the Official Records of Storey County, Nevada shall no longer be encumbered by such temporary turnaround easement, unless such area is overlapped with the revised temporary turnaround as identified in Exhibit A.

THIS EASEMENT and the terms contained herein shall be binding upon and shall inure to the benefit of Grantor and Grantee, and the successors, agents and assigns of Grantor and Grantee, and all rights herein granted may be assigned.

TO HAVE AND TO HOLD all and singular the said premises, granted together with the appurtenances, unto said Grantee and its successors, agents, contractors, licensees and assigns forever.

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents duly to be executed the day and year last below written.

Dated this _____ day of _____, 2021.

GRANTOR:

Thyssenkrupp Industrial Solutions (USA), Inc., a Wisconsin corporation

By: _____

GRANTEE:

STOREY COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS

APPROVED AND ACCEPTED

By: _____
Chairman of the Board of County Commissioners

ATTEST:

By: _____ County Clerk

ACKNOWLEDGEMENT

STATE OF NEVADA)
) SS.
COUNTY OF STOREY)

This instrument was acknowledged before me on _____, 2021
by _____ as _____ of STOREY COUNTY, a
political subdivision of the State of Nevada.

Notary Public

EXHIBIT "A"
TURNAROUND EASEMENT

All that certain easement situate within a portion of the Northwest One-Quarter (1/4) of Section (11) Township (19) North, Range Twenty-two (22) East, Mount Diablo Meridian, Storey County, Nevada, being a portion of Parcel 2017-26 as shown on Record of Survey Map No. 126405 in the official records of Storey County, Nevada, said easement being more particularly described as follows:

BEGINNING at the southwesterly corner of said Parcel 2017-26;

Thence, along the westerly line of said Parcel 2017-26, North 27°22'45" West, 70.00 feet;

Thence, leaving said westerly line North 62°37'15" East, 195.39 feet, parallel with the southerly line of said parcel 2017-26;

Thence, South 27°22'45" East, 70.00 feet, parallel with the westerly line of said parcel 2017-26, to the southerly line of said Parcel 2017-26;

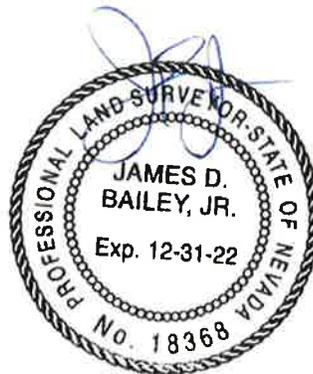
Thence, along the southerly line of said parcel South 62°37'15" West, 195.39 feet to the POINT OF BEGINNING.

CONTAINING: 13,678 square feet of land, more or less.

See Exhibit "A-1" attached hereto, and made a part hereof.

BASIS OF BEARINGS: The bearings are the same as those shown on that "Record of Survey Map for Tahoe-Reno Industrial Center, LLC & Storey County", recorded in the office of the Storey County Recorder, September 19, 2017, as Record of Survey Map No. 126405, Official Records of Storey County, Nevada.

James D. Bailey, Jr.
P.L.S. 18368

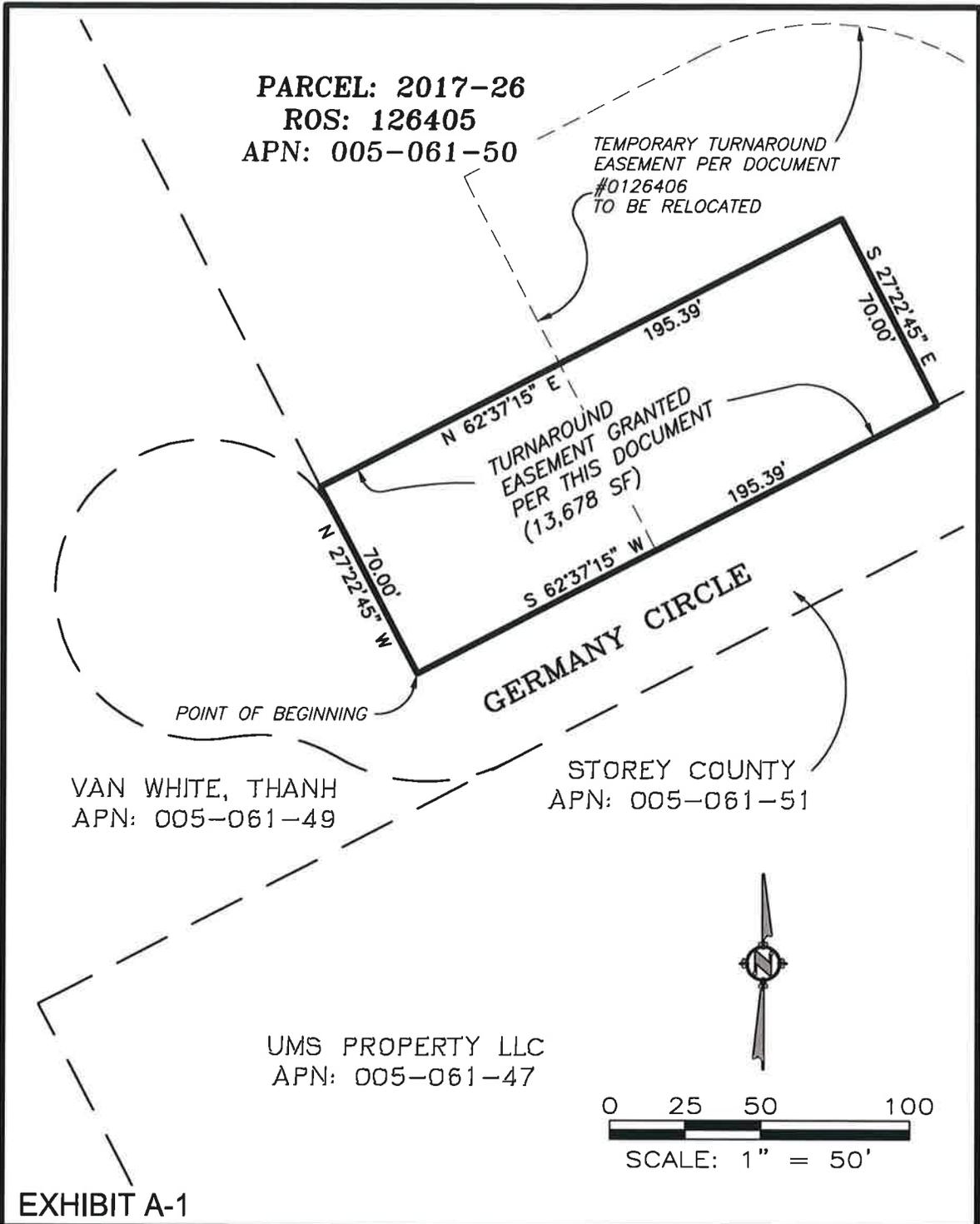


PREPARED BY THE FIRM OF
MERIDIAN SURVEYING & MAPPING, INC.
8725 TECHNOLOGY WAY, STE. C2
RENO, NV. 89521

2/8/2021

PARCEL: 2017-26
ROS: 126405
APN: 005-061-50

TEMPORARY TURNAROUND
EASEMENT PER DOCUMENT
#0126406
TO BE RELOCATED



VAN WHITE, THANH
APN: 005-061-49

STOREY COUNTY
APN: 005-061-51

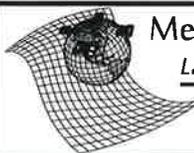
UMS PROPERTY LLC
APN: 005-061-47

EXHIBIT A-1

GRANT OF TURN AROUND EASEMENT
PORTION OF PARCEL 2017-26
ROS MAP FILE NO. 126405
APN: 005-061-50

DRAWN BY: EV

DATE: FEB 2021



Meridian Surveying & Mapping, Inc.
Land, Construction and Boundary Surveys

8725 Technology Way, Reno, NV 89521
(775) 690-4194



Storey County Board of County Commissioners Agenda Action Report

**Meeting date: 3/2/2021 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of Rule 9 Line Extension Agreement between Storey County and Sierra Pacific Power Company (dba NV Energy) to extend 24 KVA of service to the Gold Hill Wastewater Treatment Plant for an estimated cost of \$20,000 but remaining within the awarded contingency bid amount for said project.
- **Recommended motion:** I (commissioner) motion to approve the enclosed Rule 9 Line Extension Agreement between Storey County and Sierra Pacific Power Company (dba NV Energy) to extend 24 KVA of service to the Gold Hill Wastewater Treatment Plant for an estimated cost of \$20,000 but remaining within the awarded contingency bid amount for said project.
- **Prepared by:** Austin Osborne

Department: **Contact Number:** 775.847.0968

- **Staff Summary:** This will extend 3 phase power from approximately Silver City to the Gold Hill Sewer Treatment Plant. Three-phase power extension will allow the plant to operate as designed without retrofits bringing equipment down to 1-phase power, thus causing long-term fiscal benefits. This is within the contingency amount of the awarded bid.
- **Supporting Materials:** See attached
- **Fiscal Impact:** 48,000
- **Legal review required:** TRUE
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modification
<input type="checkbox"/> Denied	<input type="checkbox"/> Continued



01/28/2021

STOREY COUNTY PUBLIC WORKS

PO BOX 435
VIRGINIA CITY, NV 89433

Dear JASON WIERZBICKI,

RE : E- GOLD HILL WASTE WATER TREATMENT PLANT-FP-COMM-
STOREY COUNTY PUBLIC WORKS
Project ID# : 3006026223

The enclosed documents specify costs and responsibilities to provide electric facilities to the above referenced project. Should you decide to proceed with this project, please sign and return an original copy of the enclosed document(s) to the address listed on the attached Memorandum Advanced Statement of Advance/Credit.

The Agreement constitutes a contract regarding installation costs for the requested service. As such, it requires the signature of a person legally authorized to enter into this Agreement. Please ensure that the name and title of the person signing the contract are clearly printed or typed on the lines immediately following the signature. Confusion regarding the authority of the person signing the contract may result in a delay to the installation of electric facilities. A copy of the executed agreement will be returned to you at the above address.

The Terms and Conditions of this proposal shall be firm for 90 days from the date of this letter, at which time the Agreement is no longer valid. After 90 days we may provide you with a new Agreement with revised costs and/or design changes. These changes could be a result of, but are not limited to, field condition changes, project work order connection point, proportionate share and attachment costs, contingent projects, and project labor, material, and tax cost increases. The project is subject to cancellation 180 days from the date of this letter. In the event of project cancellation, you must reimburse Utility for all costs expended on the project and the design in accordance with Rule 9, Section A.2.

In an effort to facilitate completion of this utility work, please submit an application for meterset upon assignment of address(es) from your government agency. This meterset information is required prior to receiving service.

Should you have any other questions regarding this Agreement, please contact me at (775)834-2917.

Sincerely,

Christopher Frye

Assoc Utility Design Admin



Memorandum of Advance/Credit

Date Issued: 01/28/2021
Project Number: 3006026223 **Project Title:** E- GOLD HILL WASTE WATER
TREATMENT PLANT-FP-COMM-
STOREY COUNTY PUBLIC WORKS
Request No: 70720 **Estimate Version :** 4
Applicant Name: STOREY COUNTY PUBLIC WORKS
Applicant Address: PO BOX 435, VIRGINIA **Memorandum Number:** 71047
CITY, NV 89433
Applicant Phone: 775-847-0958
Applicant Fax: _____
Applicant Email: jwierzbicki@storeycounty.org
Project Coordinator: Christopher Frye **Phone Number:** (775)834-2917

Contract Amount Detail:

	Taxable	Non-Taxable	Tax	Total
Subject to Refund	16,627.00	0.00	2,328.00	18,955.00
Non-Refundable	1,223.00	0.00	354.00	1,577.00
Credits				1,000.00

Total Advance Due: \$19,532.00

If proceeding with contract, please follow the remittance instructions:

1. Please sign contract.
2. Make check, money order, or cashiers check payable to NV Energy. Credit cards not accepted.
3. Write your project number (shown above) on the check.
4. Please remit the contract and payment to the following location:
NV Energy
P.O.Box 10100
Mail Code: R77CSE
Reno, NV 89520

If this payment is related to the final advance, then:

1. Enclose any necessary project documentation required for your project along with your signed contract and payment.
2. NV Energy must receive signed contract, payment, and all required documents before the project will be scheduled for construction.
3. If the signed contract and payment are not returned to NV Energy within ninety (90) days of the date identified above under "Date Issued" or the Tax Gross-up Rate changes before you return the signed contract and payment to NV Energy, NV Energy will re-estimate the costs and provide you with a revised contract.

Contact your project coordinator at (775)834-2917 with any questions or concerns. Thank you!

Note: All executed documents will be sent via email to the address above.

Check if you require to receive documents through U.S. Mail

This memorandum is provided for informational purposes only.



**RULE 9
LINE EXTENSION AGREEMENT**

Project ID: 3006026223
Project Title: E- GOLD HILL WASTE WATER
TREATMENT PLANT-FP-COMM-
STOREY COUNTY PUBLIC
WORKS
Agreement No.: 76921

This Rule 9 Line Extension Agreement ("**Agreement**") is made and entered between Sierra Pacific Power Company, a Nevada Corporation, d/b/a NV Energy ("**Utility**") and STOREY COUNTY PUBLIC WORKS, a(n) NV Department of Public Works ("**Applicant**") (individually, a "**Party**" and collectively, the "**Parties**").

RECITALS

- A. Utility owns and operates electric transmission and distribution facilities and provides electric service within Nevada, in accordance with Tariff Schedules filed with and approved by the Commission.
- B. Applicant has requested an Alteration of Existing Facilities and/or Service to its Development.
- C. In accordance with Rule 9, other applicable provisions in its Tariff Schedules and this Agreement, Utility will complete the Project.
- D. Applicant acknowledges that it must follow Utility's procedures for identifying and resolving conflicts between its Development and the Electric System and that Utility will only waive or approve a particular conflict through Utility's standard use agreement signed by the property owner(s) and Utility, duly notarized, and recorded.

In consideration of the above recitals, mutual covenants, terms and conditions contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. Summary of Costs and Contingencies

- 1.1 Project. In order to provide 24 KVA of Service to Applicant and/or perform an Alteration of Existing Facilities, Utility will modify the Electric System as shown on the Design titled E-GOLD HILL WASTE WATER TREATMENT PLANT-FP-COMM-STOREY COUNTY PUBLIC WORKS and attached as Exhibit A.
- 1.2 Estimated Total Costs. The Estimated Total Costs for the Project are **\$47,903.00**, as summarized on Exhibit B.
- 1.3 Estimated Advance. The estimated Advance is **\$20,532.00**, consisting of:
 - (A) CIAC. An estimated CIAC in the amount of **\$1,223.00** ("**Estimated CIAC**"). This amount includes a non-taxable, non-refundable cost of **\$0.00** and a taxable, non-refundable cost of **\$1,223.00**. If the Estimated CIAC exceeds \$40,000, it is subject to a Total Cost True-up.
 - (B) Advance Subject to Potential Refund. An Advance Subject to Potential Refund in the amount of **\$16,627.00**. This amount includes Applicant's responsibility for any Proportionate Share Allocation and any applicable Commission order in the amount of **\$0.00**.
 - (C) Tax Gross-Up. The estimated Tax Gross-up is:
 - (1) Advance Subject to Potential Refund. A Tax Gross-up relating to the Advance Subject to Potential Refund in the amount of **\$2,328.00**. This Tax Gross-up is subject to refund.



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Project ID: 3006026223
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- (2) CIAC. A Tax Gross-up relating to CIAC in the amount of **\$171.00**. This Tax Gross-up is subject to adjustment in connection with any Total Cost True-Up.
- (3) Non-Cash Contributions. A Tax Gross-up relating to Applicant's non-cash contributions to Utility under Rule 9, Section A.12.a (such as trenching and substructures performed by Applicant, its contractors or its subcontractors) in the amount of **\$183.00**. This Tax Gross-up is not subject to refund.

1.4 Up-front Allowance. The Maximum Allowance is **\$8,555.00**. As shown on Exhibit C, the Up-front Allowance is **\$8,555.00**.

1.5 Payment. When delivering the signed Agreement to Utility, Applicant must (in Utility's discretion) either pay Utility - or deliver a purchase order to Utility in the amount of **\$19,532.00 ("Initial Amount")**. When calculating this amount, Utility applied any Up-front Allowance and, if applicable, a credit for any Utility Betterment.

1.6 Related Contracts.

(A) Proportionate Share Contracts. If Applicant attaches to a Line Extension installed by a previous Applicant (defined in Rule 1), such as those identified in this Subsection, Applicant must pay a Proportionate Share Allocation(s):

PID	Contract No.	Dated	Expiration	Title
None	None	None	None	None

(B) Master Planned Community Contracts. This Agreement is associated with the following master planned community contracts:

PID	Contract No.	Dated	Expiration	Title
None	None	None	None	None

2. Description and Design of the Project

2.1 Design for Project: Amendment. The design for the Project, including any Betterments is attached to this Agreement as Exhibit A (the "**Design**"). Applicant approves the Design and acknowledges that Applicant is bound by and must comply with all notes on the Design. If any Contingent Facilities are identified on the Design and not installed, then the Design will change, and the Total Costs, may change. The Parties may revise the Design by amending this Agreement in accordance with Section 11.10.

2.2 Condition to Providing Service. Utility is not obligated to provide electric Service to the Development and may stop work on the Project until after Applicant meets its obligations under Section 4.4 to Utility's satisfaction. Applicant agrees that, if Utility provides Service to the Development or continues working on the Project even though conflicts remain, Applicant is responsible for resolving those conflicts at its Total Cost and to Utility's satisfaction and Applicant must (at its Total Cost) acquire and deliver to Utility all Property Rights Utility deems necessary.



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- 2.3 Inaccurate Information and Field Conditions. Applicant understands that inaccurate, incomplete or outdated information and that surface and subsurface field conditions could delay Construction Complete and Service to the Development.
- 2.4 Sources of Power. The sources of power from the Electric System to the Development are subject to change, at Utility's discretion. Applicant understands that the Electric System configuration is dynamic and at the sole discretion of Utility and that interruptions of electric service to the Development, both on a scheduled and unscheduled basis, are inherent in the provision of service to the Development.
- 2.5 Providing Service to Applicant. Utility will provide Service to Applicant in accordance with this Agreement, applicable Laws and Utility's Tariff Schedules. However, if Applicant is not using the capacity Utility made available to Applicant in connection with this Agreement after the Agreement terminates, Utility (in its discretion) may reallocate the unused capacity to other Customers or Applicants.

3. Betterments; Refunds; True-Ups

- 3.1 Utility and Applicant Betterments. [INTENTIONALLY OMITTED]
- 3.2 Limitation on Refunds. The Advance Subject to Potential Refund is the maximum possible Refund that Applicant may receive. The Refund may range from \$0 to the balance of the Advance Subject to Potential Refund.
- 3.3 Performance of True-Ups. Utility will perform any Allowance True-up if required and in accordance with Rule 9, Section A.31. Utility will perform any Total Cost True-up if required and in accordance with Rule 9, Section A.31. After Utility performs any required Allowance True-up and/or Total Cost True-up, Utility will either invoice Applicant or provide a Refund to Applicant. In accordance with Rule 9, Section A.31, Utility might perform more than one Allowance True-up and/or send Applicant an invoice(s) or Refund for Total Cost items that were finalized or became known after the original Total Cost True-up.
- 3.4 [INTENTIONALLY OMITTED]
- 3.5 [INTENTIONALLY OMITTED]

4. Applicant's Obligations

- 4.1 Responsibility for Total Costs; Purchase Order Process. Applicant is responsible for the Total Costs, except for those Utility is specifically responsible for under Rule 9. If Utility agreed to accept a purchase order from Applicant for the Initial Amount, Utility will invoice Applicant's Total Costs against that purchase order. Applicant acknowledges that these invoices will likely include AFUDC. At any time after Utility receives a purchase order in connection with this Agreement, Utility may send Applicant a written request to increase the purchase order. Within thirty (30) days after the date identified on that request, Applicant must deliver the modified purchase order to Utility. If Applicant does not deliver the modified purchase order to Utility before that 30-day period expires, Utility may stop work and/or not provide Service to Applicant, until after Utility receives the modified purchase order. Any delay in delivering the modified purchase order to Utility might delay completion of the Project and Service to the Development.



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- 4.2 Payment of Advances. Applicant must pay all Advances based on the Estimated Total Costs identified initially in Exhibit B and those identified subsequently by Utility in accordance with Rule 9.
- 4.3 Obligation to Construct Facilities in Compliance with Laws. At its expense, Applicant and its contractors must construct and install Rule 9, Section A.12.a improvements as shown on the Design, in a manner consistent with the Property Rights for those improvements and in compliance with all Permits, applicable Laws, Utility's Standards, the Tariff Schedules and the National Electrical Safety Code.
- 4.4 Identification and Resolution of Conflicts; Costs Associated with Conflicts.
- (A) Identification of Conflicts. Applicant must identify, in writing and in a manner satisfactory to Utility, all conflicts between (1) the Development and the Electric System located within the Development, (2) the Development and the Electric System located within or adjacent to offsite improvements required for the Development, (3) the Development and the Electric System located adjacent to the Development, and (4) the Development and Utility's Property Rights within and adjacent to the Development.
- (B) Resolution of Conflicts with Utility's Facilities and Payment of Costs. If Applicant, its agents, its contractors, or its subcontractors damage, have damaged, render unsafe or have rendered unsafe the Electric System located within or adjacent to the Development or to the offsite improvements required for the Development, Applicant must (1) pay all costs to render those facilities safe, to relocate the facilities impacted, and to construct any new facilities needed and (2) provide or obtain Property Rights in Utility's name for the relocated facilities and/or new facilities, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of Property Rights, the dimensions of the Property Rights area, and terms and conditions of the Property Rights).
- (C) Resolution of Conflicts with Utility's Easements and Payment of Costs. If Applicant, its agents, its contractors, or its subcontractors interfered with Utility's Property Rights, Applicant must (1) pay all costs incurred by Utility that are associated with the interference and (2) either remove the interference and return the Property Rights area to a condition that is usable by Utility or provide or obtain replacement Property Rights in Utility's name, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of Property Rights, the dimensions of the Property Rights area, and terms and conditions of the Property Rights).
- 4.5 Payment of Invoices; Work Stoppage and Service Delay for Non-Payment. In addition to providing Applicant with an invoice for the Initial Amount, Utility might periodically invoice Applicant in connection with this Agreement for new or increased Total Costs. If Utility agreed to accept a purchase order from Applicant, Utility will invoice Applicant for the Total Costs against that purchase order (as amended). Otherwise, the Initial Amount is due when Applicant delivers the signed Agreement to Utility. Applicant must pay Utility's invoices within sixty (60) days of receipt. If mailed, Utility's invoices are deemed received by Applicant three (3) days after the invoice date. Applicant must reference PID 3006026223 on any payment. If Utility does not receive timely payment of its invoices, then Utility, without liability to Applicant, may stop work on the Project and/or not provide Service to the Development until after Utility receives payment in full. Any delay in payment might result in a delay in completion of the Project.



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- 4.6 Interest. Any amount unpaid and due by Applicant under this Agreement will accrue interest at the then current per annum simple prime rate, as published in the Market Data section of the Wall Street Journal, plus one percent (1%), from the original due date through the date of receipt of payment by Utility. However, Utility will not pay Applicant any interest on the amount of any payment made in connection with this Agreement.
- 4.7 Information Provided by and Needed from Applicant. Applicant acknowledges that Utility relies on information provided by Applicant when performing Utility's obligations under this Agreement. Applicant acknowledges that it has a continuing obligation to provide the most current and accurate information concerning its Development to Utility and to notify Utility of any inconsistencies between the Design and facilities constructed (or being constructed) for the Project and/or the Property Rights for those facilities. Applicant also understands that Utility is not aware of and cannot know all surface and subsurface field conditions. Notwithstanding anything to the contrary in this Agreement, Applicant agrees to assume all responsibilities and Total Costs for repair, replacement, redesign, modification, relocation or other work to the facilities constructed, or being constructed, for the Project:
- (A) Resulting from or arising out of incomplete, inaccurate or outdated data and other information supplied to Utility by Applicant; or
 - (B) Resulting from or arising out of changes affecting the accuracy or completeness of data or information after it is supplied to Utility by Applicant; or
 - (C) Resulting from or arising out of surface or subsurface field conditions; or
 - (D) That were installed outside the Property Rights intended for such facilities; or
 - (E) That were installed based on surveys or staking provided by Applicant or Applicant's agents that are found to be located outside the Property Rights intended for such facilities.
- 4.8 Inspection of and Responsibility for Rule 9, Section A.12.a Improvements Installed by Applicant. For Rule 9, Section A.12.a improvements installed by Applicant, Applicant must:
- (A) Allow Utility to inspect the construction and installation of these improvements.
 - (B) Maintain, repair, and (as Utility deems necessary) replace these improvements until Utility's Acceptance, in addition to providing the guarantees in Section 6. If Applicant must use conduit it installed or pre-existing conduit for Service to the Development, Applicant (in Utility's discretion and at Applicant's expense) must video inspect, re-mandrel, re-mule tape, and repair the conduit. If all or a portion the conduit cannot be repaired, Applicant (at its expense and to Utility's satisfaction) must replace the damaged conduit.
- 4.9 Obligation to Provide Information to Utility. In addition to providing the information required by Rule 9, Subsection A.2.c and within ten (10) days of Utility's written request, Applicant must provide information and documentation requested by Utility, including but not limited to absorption information, information and documentation relating to the amount(s) Applicant paid, if any, for third-party Property Rights, and information and documentation relating to the actual cost of Applicant's non-cash contributions to Utility under Rule 9, Section A.12.a.

5. Property Rights;Ownership and Lien Release(s)



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- 5.1 Obligation to Acquire and Convey Property Rights. Applicant must, without cost to Utility, grant and convey, or obtain for Utility, all Property Rights that Utility deems it requires for the Utility facilities (or any portion thereof) affected under this Agreement. In Utility's discretion and at Applicant's Total Costs, Utility may obtain an appraisal(s) of the Property Rights.
- 5.2 Condition to Commencing Construction. Utility is not obligated to commence construction of any facilities until after the required Property Rights are permanently granted to Utility in a manner that is satisfactory to Utility as to both location and form (including but not limited to the type of Property Rights, dimensions of the Property Rights area and terms and conditions relating to the Property Rights).
- 5.3 Responsibility for Use of Utility's Property Rights. Applicant is responsible for (A) any violation or breach of any Property Rights for the Project or any agreements or instruments creating or evidencing any Property Rights for the Project (collectively, "**Property Rights Documents**") by Applicant or any of its contractors or any of their respective subcontractors, directors, officers, employees, representatives or agents ("**Responsible Parties**"); (B) any requirement of or obligation imposed by any Property Rights or Property Rights Documents in connection with any Rule 9, Section A.12.a improvements or other work performed by one or more Responsible Parties in connection with this Agreement (the "**Work**"); and (C) any violation of applicable Law or of a Permit by one or more Responsible Parties in connection with the Work.
- 5.4 Ownership of Facilities and Equipment. All facilities constructed and equipment installed by Applicant and Utility, including Betterments, under this Agreement are property owned, maintained, and controlled by Utility upon Utility's Acceptance. Utility (not Applicant) owns all material Utility orders for the Project for use on Utility's side of the Point of Delivery. Upon Utility's written request, Applicant will sign and deliver a bill of sale in a form acceptable to Utility that conveys all of Applicant's rights, title and interest in the Rule 9, Section A.12.a improvements to Utility and certifies that these improvements are free of liens and other encumbrances. Utility has the right to use, and allow other Utility customers to use, these improvements for any purpose. Utility may also allow designated telecommunications carriers and cable television companies to use these improvements if Utility is required to do so by the federal Telecommunications Act or other applicable Laws. If Applicant requests that additional spare conduit be installed in connection with this Agreement (above and beyond Utility's standard requirement for spare conduit) and pays the Total Costs associated with that additional conduit, Utility will reserve that conduit for Applicant if requested by Applicant and Utility and Applicant enter into a separate agreement for the reserved additional spare conduit. If Utility and Applicant do not enter into such an agreement and Applicant still requests additional spare conduit, Utility may use any spare conduit for other Utility customers and allow designated telecommunications carriers and cable television companies to use that conduit.
- 5.5 Release of Lien or Claim. Upon Utility's written request, Applicant must furnish to Utility a complete release of any lien or claim and receipts covering in full all labor, material, and equipment for which a lien could be filed in relation to the Rule 9, Section A.12.a improvements.

6. Guarantees



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- 6.1 Guarantee Against Defects. Applicant guarantees, regardless of Utility's Acceptance, all work Applicant and its contractors/subcontractors perform and all material and equipment they furnish under this Agreement against defects in materials and workmanship for a period of one (1) year following completion of the Project. Applicant also guarantees any corrective work and replaced or repaired materials against defects for an additional one-year period following completion of the work.
- 6.2 Utility's Option to Remedy Defect. Utility may, at its option and Applicant's sole Total Cost, either itself remedy or require Applicant to remedy any defect in materials or workmanship provided by Applicant and its contractors/subcontractors that develop during the one-year period provided for in Section 6.1. The option and obligation to repair extend to any damage to facilities or work caused by the particular defect or repair of the defect. Applicant must remedy the defect(s) to Utility's satisfaction. Should Utility choose to remedy a defect, Applicant must pay Utility all amounts it incurred within sixty (60) days of receiving an invoice from Utility.
- 6.3 Modification or Relocation of Electric Facilities. If Applicant requests that the Line Extension or relocation be constructed prior to the establishment of final grade or the alignment of the roads, streets, or alleys and a conflict arises, Applicant is responsible for the Total Cost to relocate, modify and remove the electric facilities in accordance with Rule 9, Section A.10. Any replacement Property Rights Utility determines are needed must be granted to Utility in a manner that is satisfactory to Utility as to both location and form (including but not limited to the dimensions of the Property Rights area and terms and conditions relating to the Property Rights).

7. Default

- 7.1 Procedure. If a Party ("**Defaulting Party**") fails to comply with the terms and conditions of this Agreement, within ten (10) days of receiving written notice of such failure from the other Party ("**Non-Defaulting Party**"), the Defaulting Party and Non-Defaulting Party must meet and cooperate in good faith to expedite a solution of the breach. If no solution is reached and the failure continues for thirty (30) days after the meeting between the Defaulting Party and Non-Defaulting Party (or after this meeting was scheduled to occur), then the Non-Defaulting Party is entitled to declare the Defaulting Party in default and is entitled to all remedies authorized by law, with the exception that Utility's failure to achieve any scheduled date that is dependent on Applicant's or a third-party's performance is not an event of default.
- 7.2 Notice to Utility's Legal Department. In addition to sending written notice to Utility's Project Coordinator and to the Utility department identified in Section 13.2, Applicant must also send a copy of any notice required under Section 7 to Utility's Legal Department at the address specified in the "Notices" Section of the Agreement.

8. Confidentiality

- 8.1 Exchanging Information. Utility might provide Applicant with information to be used in complying with the Agreement. Some or all of this information, including, but not limited to, oral information, documents, supplier information, files, drawings, and data, might be confidential.



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- 8.2 Labeling Information Confidential. If Utility wants information to be treated as confidential, Utility must label the written information as "CONFIDENTIAL" or inform Applicant that non-written information requires confidential treatment ("**Confidential Information**").
- 8.3 Procedures for Protection of Confidential Information. To the extent allowed by Law, Applicant must keep all information designated as "Confidential Information" strictly confidential and not disclose any Confidential Information to any person or entity except as expressly provided in these procedures or as otherwise approved in writing in advance by Utility. Applicant must establish commercially reasonable procedures designed to maintain the confidentiality of Confidential Information, which procedures must include, but are not limited to:
- (A) Not permitting or making any copies of, or otherwise duplicating, any Confidential Information; and
 - (B) Keeping all Confidential Information obtained or possessed by Applicant in a secure location.
- 8.4 Return or Destruction of Confidential Information. Upon Utility's request, Applicant must promptly either return to Utility, or certify the destruction of, all Confidential Information that Applicant received, together with all copies, excerpts, notes and documents derived or generated from the Confidential Information.
- 8.5 Sharing Confidential Information. Applicant may disclose Confidential Information to its affiliates, attorneys, consultants, contractors and subcontractors (collectively, "**Other Parties**"); provided, however, Utility approves disclosure to the Other Party in writing in advance. Applicant will ensure that these Other Parties abide by the terms of this Confidentiality Section. Utility reserves the right to refuse to approve or agree to the disclosure of Confidential Information to any person.
- 8.6 Request for Confidential Information Through Legal Process. Notwithstanding anything to the contrary in this "Confidentiality" Section, if Applicant is requested by a third party or might be legally compelled to disclose Confidential Information, to disclose excerpts, notes or documents derived or generated from the Confidential Information, or to disclose discussions regarding the Confidential Information, it must provide Utility with immediate written notice, as soon as practicable in the circumstances, after Applicant learns that a disclosure is requested or may be compelled, so that Utility may seek a protective order, injunction, or any other remedy. The written notice must identify with particularity the Confidential Information that is the subject of the request or for which disclosure may be compelled. If a protective order, injunction, or other remedy is not obtained, Applicant will furnish only that portion of the Confidential Information that Applicant is legally required to disclose. Applicant will cooperate with Utility's counsel, at Applicant's Total Costs, if Utility seeks to obtain a protective order, injunction, or other remedy or other reliable assurance that confidential treatment will be accorded the Confidential Information.
- 8.7 Rights and Limitations. Utility does not grant any right or license, by implication or otherwise, to Applicant as a result of Utility's disclosure or discussion of Confidential Information. Utility makes no representation or warranties regarding the accuracy or completeness of this information. Applicant expressly recognizes that this information is provided "AS IS, with all faults" and Utility makes NO WARRANTIES, EXPRESS OR IMPLIED STATUTORY OR OTHERWISE, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES.



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9. Force Majeure

- 9.1 Notice of Force Majeure Event. If a Force Majeure Event occurs or is anticipated, the affected Party must promptly notify the other Party in writing of the Force Majeure Event. This notice must include a description, cause and estimated duration of the Force Majeure Event. Regardless of the cause, Applicant's failure or inability to pay some or all of the Total Costs is not a Force Majeure Event.
- 9.2 Duty to Mitigate Effects of Delay. The affected Party must exercise Commercially Reasonable Efforts to shorten, avoid, and mitigate the effects of the Force Majeure Event.
- 9.3 Notice of Resumption of Performance. The affected Party must promptly notify the other Party in writing when the Force Majeure Event has ended and when performance will resume.
- 9.4 Liability; Termination Option. Utility is not liable to Applicant for Total Costs incurred as a result of any delay or failure to perform as a result of a Force Majeure Event. In accordance with Rule 9, Section A.27.c.4 and with prior written notice to Applicant, Utility may terminate the Agreement without liability to Applicant provided Utility, in consultation with Applicant, first determines the Force Majeure Event renders Project performance impossible or impractical.
- 9.5 Notice to Utility's Legal Department. In addition to sending notices required under this "Force Majeure" Section to the Project Coordinator, Applicant must also send a copy of all required notices to Utility's Legal Department at the address specified in the "Notices" Section of this Agreement.

10. Representations

- 10.1 No Pending Actions, Suits or Proceedings. Applicant represents that to its knowledge as of the date of this Agreement, there are no actions, suits or proceedings pending or threatened against Applicant in any court or before any administrative agency that would prevent its performance under this Agreement.
- 10.2 Authority. Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery of it, and the performance contemplated in it. The individuals executing this Agreement state and acknowledge that they are authorized and empowered to do so on behalf of the Party so designated.

11. Miscellaneous Provisions

- 11.1 Insurance. Applicant must require that the contractor and subcontractors performing the Work (defined in Section 5.3) procure and maintain in effect the insurance coverages set forth in Exhibit D-1 until after Utility's Acceptance of the Work. If Applicant performs any Work, Applicant must procure and maintain in effect the insurance coverages set forth in Exhibit D-2 until after Utility's Acceptance of the Work. The requirements of this "Insurance" Section are not intended to and will not in any manner limit or qualify the liabilities and obligations of Applicant under this Agreement.



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- 11.2 Utility's Tariff Schedules: Commission. This Agreement is made by the Parties pursuant to Utility's Tariff Schedules. Those Tariff Schedules apply to this Agreement, are binding on the Parties and supersede any portion of this Agreement should a conflict arise. However, Rule 9 is the version in effect on the Effective Date unless otherwise specified. Notwithstanding Section 11.10, this Agreement is, at all times, subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its jurisdiction. This Section survives default, expiration, or termination of this Agreement or excuse of performance.
- 11.3 Integration. This Agreement, together with documents executed with the same formality as this Agreement, represent the entire and integrated agreement between Utility and Applicant and supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.
- 11.4 Assignment. This Agreement is binding upon the successors and assigns of Applicant effective upon receipt of written consent of Utility, such consent not to be unreasonably withheld. However, no assignment is effective until after the requirements in Rule 9, Section A.19 are complied with, including but not limited to (A) Applicant's successor or assignee agrees in writing to assume all obligations and liabilities under this Agreement and (B) Applicant (in Utility's discretion) agrees in writing to continuing liability in connection with certain obligations.
- 11.5 Limitation of Damages. Notwithstanding anything to the contrary, Utility is not liable to Applicant for any consequential, indirect, exemplary or incidental damages, including but not limited to damages based upon delay, lost revenues or profits. This Section survives default, expiration, or termination of this Agreement or excuse of performance.
- 11.6 Choice of Law and Venue. This Agreement is governed by and will be construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of law provisions. All actions that are beyond the scope of the Commission's jurisdiction must be initiated in the courts of Washoe County, Nevada or the federal district court with jurisdiction over Washoe County, Nevada. The Parties agree they will not initiate an action against each other in any other jurisdiction.
- 11.7 No Waiver. The failure of either Party to enforce any of the provisions of this Agreement at any time, or to require performance by the other Party of any of the provisions of this Agreement at any time, will not be a waiver of any provisions, nor in any way affect the validity of this Agreement, or the right of any Party to enforce each and every provision.
- 11.8 Independent Contractor. Neither Applicant nor Utility is, nor will they be deemed to be, for any purpose, the agent, representative, contractor, subcontractor or employee of the other by reason of this Agreement. Nothing in this Agreement or any contract or subcontract by Applicant will create any contractual relationship between Applicant's employee, agent, contractor or subcontractor and Utility.
- 11.9 Interpretation. Each Party to this Agreement acknowledges that it has carefully reviewed this Agreement and that each fully understands and has participated in drafting its provisions, and, accordingly, the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party are not to be employed or used in any interpretation of this Agreement.
- 11.10 Amendments. Any changes, modifications, or amendments to this Agreement are not enforceable unless consented to in writing by the Parties and executed with the same formality as this Agreement.



**RULE 9
LINE EXTENSION AGREEMENT**

Project ID: 3006026223
Project Title: E- GOLD HILL WASTE WATER
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Agreement No.: 76921

- 11.11 No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any Person not a party to this Agreement, such as a Party's contractors, any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.
- 11.12 Remedies. All rights and remedies of a Party provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to a Party at law, in equity, or otherwise.
- 11.13 Headings; Exhibits; Cross References. The headings or section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement. All exhibits attached to this Agreement are incorporated into this Agreement by reference. All references in this Agreement to Sections, Subsections, and Exhibits are to Sections, Subsections, and Exhibits of or to this Agreement, unless otherwise specified. And, unless the context otherwise requires, the singular includes the plural and the plural includes the singular and the neuter includes feminine and masculine.
- 11.14 Discretion. Reference in this Agreement to the "discretion" of a Party means the Party's sole and absolute discretion. Such discretion is not subject to any external standard, including but not limited to any standard of custom or reasonableness.
- 11.15 Severability. If any portion or provision of this Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of this Agreement void, the other portions or provisions of this Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from this Agreement, and the balance of this Agreement will be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend the Agreement to replace any stricken portion or provision with a valid provision that comes as close as possible to the intent of the stricken portion or provision.
- 11.16 Counterparts. The Parties may execute this Agreement in counterparts. Each of these counterparts, when signed and delivered, is deemed an original and, taken together, constitutes one and the same instrument. A facsimile or email copy of a signature has the same legal effect as an originally-drawn signature.
- 11.17 Performance of Acts on Business Days. Any reference in this Agreement to time of day refers to local time in Nevada. All references to days in this Agreement refer to calendar days, unless stated otherwise. Any reference in this Agreement to a "business day" refers to a day that is not a Saturday, Sunday or legal holiday (or observed as a legal holiday) for Nevada state governmental offices under the Nevada Revised Statutes. If the final date for payment of any amount or performance of any act required by this Agreement falls on a Saturday, Sunday or legal holiday, that payment is required to be made or act is required to be performed on the next business day.
- 11.18 [INTENTIONALLY OMITTED]



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11.19 Jury Trial Waiver. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

12. Term and Termination

12.1 Term of Agreement. This Agreement is effective on the Effective Date and will continue for a term of five (5) years unless terminated earlier under this Agreement.

12.2 Termination of Project by Applicant or Mutual Agreement. Applicant may terminate the Project with prior written notice to Utility. If Applicant terminates the Project, this Agreement will terminate thirty (30) days after Utility receives that termination notice. If the Parties mutually agree to terminate the Project, Utility will document that in a writing sent by Utility to Applicant; and, this Agreement will terminate thirty (30) days thereafter.

12.3 Termination of Project by Utility. Utility may terminate the Project in accordance with Rule 9, Section A.27.c. If Utility terminates the Project under Rule 9, Section A.27.c(2) or Rule 9, Section A.27(c)(3), this Agreement will terminate thirty (30) days after Utility provides Applicant with written confirmation that Utility met and conferred with Applicant, or made Commercially Reasonable Efforts to do so.

12.4 Surviving Obligations. Any default or termination of this Agreement or excuse of performance for a Force Majeure Event or otherwise does not release Applicant from any liability or obligation to Utility for:

- (A) Obligations under Section 4.3;
- (B) Obligations under Section 4.4;
- (C) Obligations under Section 4.7;
- (D) Obligations under Section 5;
- (E) Obligations under Section 6;
- (F) Obligations under Section 8;
- (G) Obligations that arise under Section 11.1; and
- (H) Paying the Total Costs associated with this Agreement incurred before default or termination or excuse of performance and paying Total Costs that result from default, termination and excuse of performance.

The provisions of Section 4.5, Section 4.6, Section 11.2, Section 11.5, Section 11.6, Section 11.19 and Section 13 continue to apply to this Section.



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13. Notices

- 13.1 Method of Delivery; Contacts. Each notice, consent, request, or other communication required or permitted under the Agreement must be in writing, delivered personally, sent by electronic mail or sent by certified mail (postage prepaid, return receipt requested) or by a recognized international courier, and addressed to the Party's Project Coordinator's as follows:

Utility:

NV Energy
Frye, Christopher (NV Energy)
Physical Address: 875 E. Long St, Carson City, NV 89706
Mailing Address: P.O. Box 10100, Mail Code: R77CSE, Reno, NV 89520
Telephone No.: (775)834-2917
Email Address: Christopher.Frye@nvernergy.com

Applicant:

STOREY COUNTY PUBLIC WORKS
JASON WIERZBICKI
Physical Address: PO BOX 435, VIRGINIA CITY, NV 89433
Mailing Address: PO BOX 435, VIRGINIA CITY, NV 89433
Telephone No.: 775-847-0958
Email Address: jwierzbicki@storeycounty.org

- 13.2 Additional Notice to Utility. For any notice given by Applicant to Utility under Section 7, Section 8.6, Section 9, Section 12.2, Rule 9, Section A.28, Rule 9, Section A.32.b, Rule 9, Section A.32.d, to review certain CIAC True-up Support or to review certain Total Cost True-up Support, Applicant must also send a copy to:

NV Energy
Attn.: Rule 9 Contract Administration
7155 Lindell Rd M/S B90SD
Las Vegas, NV 89118
Email Address: Rule9department@nvernergy.com

- 13.3 Notice to Utility's Legal Department. For any notice given by Applicant to Utility under Section 7, Section 8.6, Section 9, Section 12.2 or Rule 9, Section A.28, Applicant must also send a copy to Utility's Legal Department. Notwithstanding Section 13.1, this notice is not effective if provided through electronic mail and may only be delivered to the following address:

NV Energy
Attn: Legal Department
6226 West Sahara Avenue, M/S 3A
Las Vegas, Nevada 89146



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13.4 Receipt of Notice; Change of Information. Each notice, consent, request, or other communication required or permitted under this Agreement is deemed to have been received by the Party to whom it was addressed (A) when delivered if delivered personally; (B) on the third business day after the date of mailing if mailed by certified mail; (C) on the date the Party sends the electronic mail provided that Party does not receive a failed delivery notification; or (D) on the date officially recorded as delivered according to the record of delivery if delivered by courier. Each Party may change its Project Coordinator or contact information for purposes of the Agreement by giving written notice to the other Party in the manner set forth above.

14. Definitions

14.1 Terms Defined in Rule 1. As used in this Agreement, the following capitalized terms have the meanings ascribed to them in Rule 1: Commission; Contribution in Aid of Construction ("**CIAC**"); Customer; Maximum Demand; Line Extension; Service; Standards.

14.2 Terms Defined in Rule 9. As used in this Agreement, the following capitalized terms have the meanings ascribed to them in Rule 9: Advance; Advance Subject to Potential Refund; Affiliate; Allowance True-up; Alteration of Existing Facilities; Commercially Reasonable Efforts; Construction Complete; Contingent Facilities; Estimated Total Costs; Maximum Allowance; Person; Project; Property Rights; Proportionate Share Allocation; Refund; Tax Gross-up; Total Costs; Total Cost True-up; Total Cost True-up Support; Up-front Allowance.

14.3 Additional Definitions. In addition to the terms defined elsewhere in this Agreement, as used in this Agreement, the capitalized terms below will have the following definitions:

- (A) Acceptance: Utility's written acknowledgement that a particular component of applicable drawings or work is, to the best of its knowledge, compliant with applicable Utility Standards.
- (B) Betterment: Any deviation or upgrade to the Project made primarily for the benefit of and at a Party's voluntary election that involves:
 - (1) Facilities in excess of the Minimum Requirements necessary to meet the Applicant's requirements for Service or Utility's requirements for an Alteration of Existing Facilities; or
 - (2) An alternate route for the facilities as set forth in Rule 9, Section A.5.
- (C) Development: Applicant's project for which Applicant has requested that Utility prepare the Design for new Service and/or an Alteration of Existing Facilities.
- (D) Effective Date: The date this Agreement is last signed below.
- (E) Electric System: Utility's underground and/or above-ground communication facilities and electric line systems for the distribution and transmission of electricity.
- (F) Force Majeure Event: An event or condition that is beyond the affected Party's control, occurs without the fault or negligence of the affected Party and renders Project performance impossible or impractical. Force Majeure may include, but is not limited to, government agency orders, war, riots, acts of terrorism, civil insurrection, fires, floods, earthquakes, epidemics, weather, strikes, lock-outs, work stoppages and other labor difficulties.



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- (G) Law: Any federal, state, or local code, ordinance, rule, statute, enactment, regulation, or order. Any specific reference to a Law in this Agreement refers to the Law as amended from time to time unless otherwise specified.
- (H) Permit: Any applicable approval, permit, consent, waiver, exemption, variance, franchise, order, authorization, right, action, or license required from any federal, state, or local governmental authority, agency, court or other governmental body having jurisdiction over the matter in question which is necessary for the Parties to perform their obligations under this Agreement and under the applicable Laws. Any specific reference to a Permit in this Agreement refers to the Permit as amended from time to time unless otherwise specified.
- (I) Project Coordinator: The individual with authority to act on behalf of Utility or Applicant for purposes of the Agreement, as identified in Section 13.1.
- (J) Project ID or PID: The identification number Utility assigns to a Project.
- (K) Property: The premise(s) owned or controlled by Applicant commonly known as 2305 MAIN and further described as being within Assessor's Parcel Number(s) (APN(s)) 00211107, 00211108, 00211302
- (L) Rule 1: Utility's Electric Service Rule No. 1, Definitions. Rule 1 is part of the Tariff Schedules.
- (M) Rule 9: Utility's Electric Service Rule No. 9, Electric Line Extensions. Rule 9 is part of the Tariff Schedules.
- (N) Tariff Schedules: The entire body of effective rates, charges, and rules, collectively, of Utility as set forth in its rate schedules and rules for electric customers, as those rates, charges, and rules are amended from time to time.

[signature page follows]



**RULE 9
LINE EXTENSION AGREEMENT**

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UTILITY:

Sierra Pacific Power Company d/b/a NV Energy

By: _____
Printed Name: _____
Title: _____
Date: _____

APPLICANT:

STOREY COUNTY PUBLIC WORKS

By: _____
Signature
Printed Name: _____
Title: _____
Date: _____



**RULE 9
LINE EXTENSION AGREEMENT**

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Exhibit A
Design
[Attached]

<p>Call</p>	<p>NV Energy</p>	<p>FILE# 3006026223 GAS#: AUD#: 3006026223</p>
<p>CF</p>	<p>Source Information: 235 VIRVANA CITY SUB</p>	<p>E-GOLD HILL WASTE WATER TREATMENT PLANT-FP-COMM-STOREY COUNTY PUBLIC WORKS</p>
<p>SCALE: 1" = 30'</p>		<p>SHEET#: E-1 of 2</p>

NV ENERGY TO FURNISH AND/OR INSTALL:

APPLICANT TO FURNISH AND/OR INSTALL:

GENERAL COMMENTS:

1. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE LOCAL JURISDICTIONS AND FOR OBTAINING ALL NECESSARY CONSENTS FROM THE ADJACENT PROPERTY OWNERS.

2. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSENTS FROM THE ADJACENT PROPERTY OWNERS.

3. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSENTS FROM THE ADJACENT PROPERTY OWNERS.

4. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSENTS FROM THE ADJACENT PROPERTY OWNERS.

5. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSENTS FROM THE ADJACENT PROPERTY OWNERS.

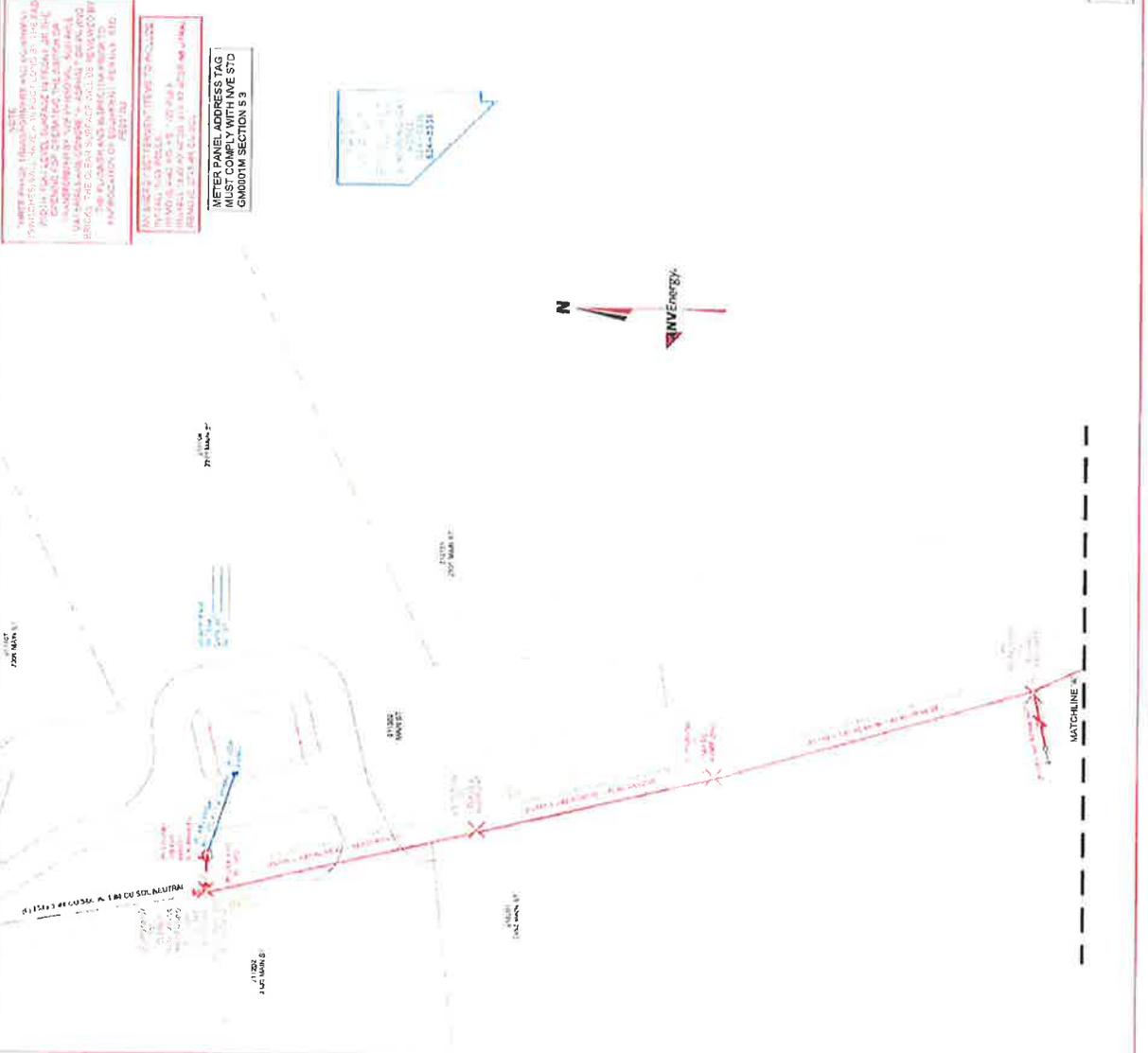
6. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSENTS FROM THE ADJACENT PROPERTY OWNERS.

7. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSENTS FROM THE ADJACENT PROPERTY OWNERS.

8. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSENTS FROM THE ADJACENT PROPERTY OWNERS.

9. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSENTS FROM THE ADJACENT PROPERTY OWNERS.

10. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSENTS FROM THE ADJACENT PROPERTY OWNERS.



NOTE:

1. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE LOCAL JURISDICTIONS AND FOR OBTAINING ALL NECESSARY CONSENTS FROM THE ADJACENT PROPERTY OWNERS.

2. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSENTS FROM THE ADJACENT PROPERTY OWNERS.

3. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSENTS FROM THE ADJACENT PROPERTY OWNERS.

4. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSENTS FROM THE ADJACENT PROPERTY OWNERS.

5. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSENTS FROM THE ADJACENT PROPERTY OWNERS.

6. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSENTS FROM THE ADJACENT PROPERTY OWNERS.

7. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSENTS FROM THE ADJACENT PROPERTY OWNERS.

8. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSENTS FROM THE ADJACENT PROPERTY OWNERS.

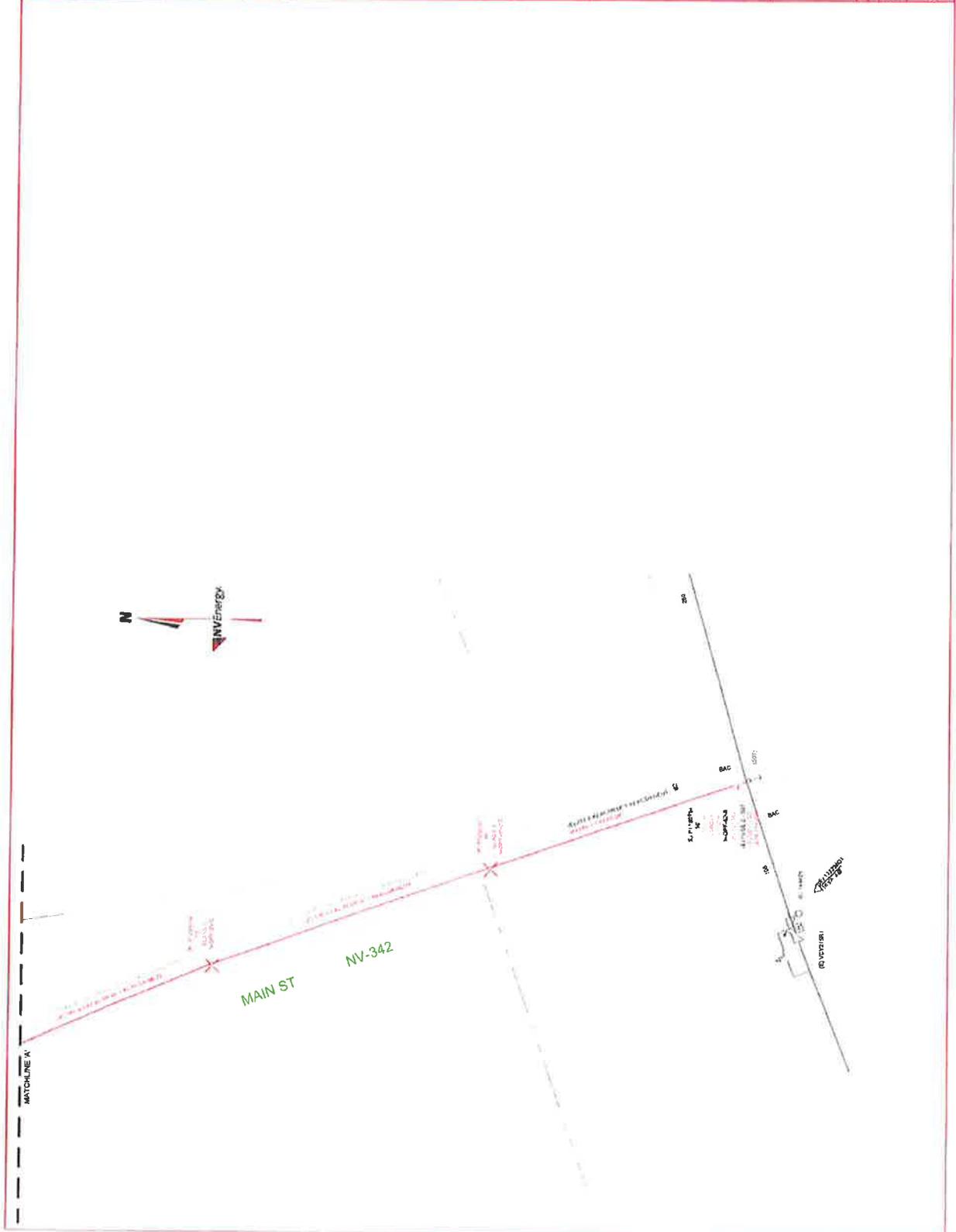
9. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSENTS FROM THE ADJACENT PROPERTY OWNERS.

10. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSENTS FROM THE ADJACENT PROPERTY OWNERS.

QR CODE

PRE CONSTRUCTION MEETING IS REQUIRED ON ALL PROJECTS. PLEASE CALL CARRISON OPERATIONS AT (775)554-2577 48 HOURS IN ADVANCE.

	
NVEnergy P. O. Box 100 Reno, NV 89402	
NV ENERGY PROJECT INFORMATION	
CUSTOMER CONTACT INFORMATION	
SOURCE INFORMATION 215 BRANCH OUT OF VIRGINIA CITY SUB	
	
E- GOLD HILL WASTE WATER TREATMENT PLANT-FP-COMM-STOREY COUNTY PUBLIC WORKS	
ELE# 3005026223 GAS# AUD# 3008026223	
SCALE: 1" = 30'	
SHEET#: E-2 of 2	





**RULE 9
LINE EXTENSION AGREEMENT**

Project ID: 3006026223
Project Title: E- GOLD HILL WASTE WATER
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**Exhibit B
Cost Worksheet**

[Attached]

Cost Worksheet ("Exhibit - B")



Project ID : 3006026223 Project Title : E- GOLD HILL WASTE WATER TREATMENT PLANT-FP-COMM-STOREY COUNTY PUBLIC WORKS
 Units : 1 kVA : 24
 Estimate Version : 4 Estimate Request Number : 70720
 Contract Type : NVEnergy Contact : Christopher Frye
 Substation PID :

Cost Estimate Summary				
	Total Cost Estimate	Applicant Minimum	Applicant Non-Refundable	NVEnergy Responsibility
Labor & Overhead	25,496.67	11,750.26	530.88	13,746.41
Material & Overhead	20,849.35	13,098.29	0.00	7,751.06
DCA	0.00	0.00	0.00	0.00
Substructure	0.00	0.00	0.00	0.00
Permits & Vouchers	1,556.55	1,556.55	691.80	0.00
Applicant Installed Costs	0.00	0.00	0.00	0.00
Contingency Cost	0.00	0.00	0.00	0.00
Total Amount	47,903.00	26,405.00	1,223.00	21,497.00

Advance Calculation					
Refundable		Non-Refundable		North Street Light Non Refundable	
		A		C	
Total Customer Minimum Cost Subject to Refund	25,182.00	Total Customer Minimum NonRefundable	1,223.00	Total Street Light Customer Min Non Refundable cost	0.00
Proportionate Share	0.00	(Subject to Salvage Credit & Not Subject to Excess Allowance)		(Subject to Salvage Credit & Not subject To Street Light Allowance)	
Proportionate Share Waived	0.00	Salvage/Scrap To be applied		Salvage/Scrap To be applied	
Refund Subject to Allowance & Excess Salvage	25,182.00	Excess Salvage Credit to be applied from B	0.00	Excess Salvage Credit to be applied from D	0.00
Excess Salvage Credit from A & B to be applied to Refundable	0.00	Applicant Non-Refundable Cost	1,223.00	Applicant Non-Refundable Cost	0.00
Initial Allowance	8,555.00	(Not Subject to Street Light Allowance After applying Salvage Credit)		(Not Subject to Street Light Allowance After applying Salvage Credit)	
Total Refundable	16,627.00	B		D	
		Total Customer Minimum NonRefundable	0.00	Street Light Applicant Non-Refundable Cost	0.00
		(Subject to Salvage Credit & Initial Allowance)		(Subject to Salvage Credit & Streetlight Allowance)	
		Salvage/Scrap To be applied		Salvage/Scrap To be applied	
		Excess Salvage Credit to be applied from A	0.00	Excess Salvage Credit to be applied from C	0.00
		Total Customer Minimum NonRefundable	0.00	Street Light Applicant Non Refundable Cost	0.00
		(Subject to Initial Allowance After applying Salvage Credit)		(Subject to Streetlight Allowance After applying Salvage Credit)	
		Excess Allowance	0.00	Streetlight Allowance	0.00
		Total Customer Minimum NonRefundable	0.00	Street Light Applicant Non Refundable Cost	0.00
		(After applying Excess Allowance and Salvage Credit)		(After applying Streetlight Allowance and Salvage Credit)	
		Total Non-Refundable	1,223.00		
		Removal Cost Without Salvage	1,910.00		
		Rule 9 Removal of Existing Facilities	0.00		
		Streetlight Removal of Existing Facilities	0.00		
		Rule9 TotalTaxable NonRefundable Cost	1,223.00		
		Streetlight Total Taxable NonRefundable Cost	0.00		
		Rule9 Total NonTaxable NonRefundable Cost	0.00		
		Streetlight Total NonTaxable	0.00		

Cost Worksheet ("Exhibit - B")



Advance Summary

Advance Subject to Refund		Current Tax Rate	14.00
Non-Taxable Advance	0.00	Total Non-Taxable	0.00
Taxable Advance	16,627.00	Total Taxable (Less Tax)	17,850.00
Tax	2,328.00	Total Tax	2,682.00
Total Advance Subject to Refund	18,955.00	Total Contract Amount	20,532.00
		(subject to credits)	
Non-Refundable Advance			
Non-Taxable Advance	0.00		
Taxable Advance	1,223.00		
Tax	171.00	Customer Contributed facilities value	1,305.00
Substructures Tax	183.00		
Streetlight Non-Refundable Advance			
Street Light Non-Taxable Advance	0.00		
Street Light Taxable Advance:	0.00		
Street Light Tax	0.00	Street light Customer Contributed facilities	0.00
Street Light Substructures Tax	0.00		
Total Non-Refundable Advance	1,577.00		
Total Contract Amount	20,532.00		
(subject to credits)			
Applicant Installed Conduit Credit	0.00		
Streetlight Conduit Credit	0.00		
Applicant Installed Oversized Facilities Credit	0.00		
Applicant Installed Gas Mains Credit	0.00		
Applicant Installed Service	0.00		
Reimbursement Credit			
Utility Betterment Expenses			
Retention Percentage	0.00		
Applicant Credit	0.00		
Retention Amount	0.00		
Design Advance	1,000.00		
Total Applicant Advance/Credit	19,532.00		



**RULE 9
LINE EXTENSION AGREEMENT**

Project ID: 3006026223
Project Title: E- GOLD HILL WASTE WATER
TREATMENT PLANT-FP-COMM-
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Agreement No.: 76921

**Exhibit C
Allowance Worksheet**

[Attached]

Allowance Worksheet ("Exhibit - C")



Project ID: 3006026223 **Project Title :** E- GOLD HILL WASTE WATER TREATMENT PLANT-FP-COMM-STOREY COUNTY PUBLIC WORKS **Substation PID:** **Short Life Years:** N/A

Total Potential Future Refundable Including Tax \$18,955.00
Total Proposed Rule 9 Allowance \$8,555.00

*Note: Total Proposed Rule 9 Allowance excludes Street Light Allowance

Existing Load	Switch Gear Location/building ID	Rate Schedule	Primary or Secondary Svc	Estimated Demand	Meter Unit/KVA	Build out Factor	Allowance Mtr/Unit/KVA	Allowance Multiplier Unit/Meter/KVA	Short Life Adjustment	Initial Allowance																				
No	PEDESTAL	GS-1 Secondary (<4kV- <50kW or <10000kWH)	Secondary	1.00	Meter	50.00%	1.00	\$8,555.00	X N/A	\$8,555.00																				
Potential Future Rule 9 Allowance																														
Existing Load	Switch Gear Location/building ID	Rate Schedule <td>Primary or Secondary Svc <td>Estimated Demand <td>Meter Unit/KVA <td>Build out Factor <td>Allowance Mtr/Unit/KVA <td>Allowance Multiplier Unit/Meter/KVA <td>Short Life Adjustment <td>Potential Future Allowance</td> </td></td></td></td></td></td></td>	Primary or Secondary Svc <td>Estimated Demand <td>Meter Unit/KVA <td>Build out Factor <td>Allowance Mtr/Unit/KVA <td>Allowance Multiplier Unit/Meter/KVA <td>Short Life Adjustment <td>Potential Future Allowance</td> </td></td></td></td></td></td>	Estimated Demand <td>Meter Unit/KVA <td>Build out Factor <td>Allowance Mtr/Unit/KVA <td>Allowance Multiplier Unit/Meter/KVA <td>Short Life Adjustment <td>Potential Future Allowance</td> </td></td></td></td></td>	Meter Unit/KVA <td>Build out Factor <td>Allowance Mtr/Unit/KVA <td>Allowance Multiplier Unit/Meter/KVA <td>Short Life Adjustment <td>Potential Future Allowance</td> </td></td></td></td>	Build out Factor <td>Allowance Mtr/Unit/KVA <td>Allowance Multiplier Unit/Meter/KVA <td>Short Life Adjustment <td>Potential Future Allowance</td> </td></td></td>	Allowance Mtr/Unit/KVA <td>Allowance Multiplier Unit/Meter/KVA <td>Short Life Adjustment <td>Potential Future Allowance</td> </td></td>	Allowance Multiplier Unit/Meter/KVA <td>Short Life Adjustment <td>Potential Future Allowance</td> </td>	Short Life Adjustment <td>Potential Future Allowance</td>	Potential Future Allowance																				
No	PEDESTAL	GS-1 Secondary (<4kV- <50kW or <10000kWH)	Secondary	1.00	Meter	50.00%	0.00	\$8,555.00	X N/A	\$0.00																				
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Total Potential Future Allowance	\$0.00																													

ELEPA- Estimated Line Extension Project Allowance

Initial Allowance

The credit for the Allowance that Utility provides Applicant on the Effective Date based on Applicant's representation and Utility's reasonable expectation that the supporting number of meters and/or Demand will be initiated within the 12-month period following the completion of construction of the line extension facilities. Initial Allowance = ELEPA x Build-Out Factor

Total Proposed Rule 9 Allowance \$

The Potential Future Allowance will be granted up to the Estimated Refundable Subject to Allowance and Excess Amount from the Cost Worksheet attached to the Line Extension Agreement as Exhibit B.

Total Potential Future Refundable Including Tax \$

The Total Potential Future Refundable Dollars, inclusive of any CIAC Advanced or tax advanced, for the Line Extension Agreement. This amount does not correlate to this Allowance Worksheet. It is shown to help the customer determine easily how much of their Advance could potentially be refunded if all Allowance is met, and/or there are sufficient Proportionate Share attachers to warrant a 100% refund of all Refundable Dollars Advanced as part of the Line Extension Agreement.

Build-Out Factor

A multiplier established by Utility to determine the percentage of ELEPA that shall be applied as Initial Allowance in accordance with Rule 9, Section B.3. The multiplier varies by service type and rate class.



**RULE 9
LINE EXTENSION AGREEMENT**

Project ID: 3006026223
Project Title: E- GOLD HILL WASTE WATER
TREATMENT PLANT-FP-COMM-
STOREY COUNTY PUBLIC
WORKS
Agreement No.: 76921

**Exhibit D-1
Insurance Coverages
(Applicant's Contractors and Subcontractors)**

1. Types of Insurance Required. In accordance with the "Insurance" Section of the Agreement, Applicant must cause its contractors and subcontractors who are performing Work (defined in Section 5.3 in the Agreement) to procure and maintain in effect the following (required limits can be met by use of primary, underlying, and umbrella/excess combinations):
 - (A) Workers' Compensation and Employer's Liability. Workers' compensation insurance in the form and manner required by the State of Nevada. Employer's liability insurance with the following limits: (1) one million dollars (\$1,000,000.00) per each accident; (2) one million dollars (\$1,000,000.00) per each employee disease; and (3) one million dollars (\$1,000,000.00) in the annual aggregate per each occupational disease.
 - (B) Commercial General Liability Insurance. Comprehensive general liability providing bodily injury, property damage, personal injury/advertising injury, premises/operations, and products/completed operations coverage with a per occurrence limit of not less than two million dollars (\$2,000,000.00) and an aggregate limit of not less than two million dollars (\$2,000,000.00).
 - (C) Comprehensive automobile liability with a combined single limit of one million dollars (\$1,000,000.00) or a limit of one million dollars (\$1,000,000.00) each person and one million dollars (\$1,000,000.00) each occurrence.
 - (D) Excess or Umbrella Liability Insurance. Excess or umbrella liability with a limit of not less than three million dollars (\$3,000,000.00) per occurrence. Except with respect to the workers' compensation insurance, these limits apply in excess of each of the above-mentioned policies.
2. Insurer and Policy Requirements. Each contract of insurance must be with an insurer approved to do business in the State of Nevada, is A-Rated or better by A.M. Best Company and must include the following provisions or endorsements:
 - (A) Additional Insured. Naming Utility, its directors, officers, and employees as additional insureds on the general liability, automobile liability insurance policies and excess/umbrella liability insurance.
 - (B) Primary Insurance. Stating that the insurance is primary insurance with respect to the interest of Utility and that any insurance maintained by Utility is excess and not contributory insurance.
 - (C) Subrogation Waivers. Providing Utility with waivers of subrogation on all coverages.
 - (D) Severability and Cross Liability. Providing for severability of interest or cross liability coverage in the general liability, automobile liability insurance policies and excess/umbrella liability insurance.
 - (E) Notice Requirement. Providing that Utility is entitled to 30-days prior written notice before cancellation of the coverage provided above.
3. Notice Requirement. Applicant must provide Utility with 30-days prior written notice before the termination, expiration, or alteration of the coverage provided above.



**RULE 9
LINE EXTENSION AGREEMENT**

Project ID: 3006026223
Project Title: E- GOLD HILL WASTE WATER
TREATMENT PLANT-FP-COMM-
STOREY COUNTY PUBLIC
WORKS
Agreement No.: 76921

4. Deductible and Retention Limits. Deductible or retention amounts under the policies described above must not exceed 5% of the per occurrence coverage limits, without the express written consent of Utility.
5. Certificate of Insurance. Before Applicant's contractors or subcontractors commence any work in connection with this Agreement, Applicant must cause its contractors and subcontractors to provide Utility with certificates of insurance that name Utility as additional insured and evidence the coverage required above, including additional insured endorsement numbers. Applicant must cause its contractors and subcontractors to provide Utility with a current copy of the certificate of insurance evidencing the coverage set forth above.



**RULE 9
LINE EXTENSION AGREEMENT**

Project ID: 3006026223
Project Title: E- GOLD HILL WASTE WATER
TREATMENT PLANT-FP-COMM-
STOREY COUNTY PUBLIC
WORKS
Agreement No.: 76921

**Exhibit D-2
Insurance Coverages
(Applicant)**

1. Types of Insurance Required. In accordance with the "Insurance" Section of the Agreement, Applicant must procure and maintain in effect the following (required limits can be met by use of primary, underlying, and umbrella/excess combinations):
 - (A) Workers' Compensation and Employer's Liability. Workers' compensation insurance in the form and manner required by the State of Nevada. Employer's liability insurance with the following limits: (1) one million dollars (\$1,000,000.00) per each accident; (2) one million dollars (\$1,000,000.00) per each employee disease; and (3) one million dollars (\$1,000,000.00) in the annual aggregate per each occupational disease.
 - (B) Commercial General Liability Insurance. Comprehensive general liability providing bodily injury, property damage, personal injury/advertising injury, premises/operations, and products/completed operations coverage with a per occurrence limit of not less than two million dollars (\$2,000,000.00) and an aggregate limit of not less than two million dollars (\$2,000,000.00).
 - (C) Automobile Liability Insurance. Comprehensive automobile liability with a combined single limit of one million dollars (\$1,000,000.00) or a limit of one million dollars (\$1,000,000.00) each person and one million dollars (\$1,000,000.00) each occurrence.
 - (D) Excess or Umbrella Liability Insurance. Excess or umbrella liability with a limit of not less than three million dollars (\$3,000,000.00) per occurrence. Except with respect to the workers' compensation insurance, these limits apply in excess of each of the above-mentioned policies.
2. Insurer and Policy Requirements. Each contract of insurance must be with an insurer approved to do business in the State of Nevada, is A-Rated or better by A.M. Best Company and must include the following provisions or endorsements:
 - (A) Additional Insured. Naming Utility, its directors, officers, and employees as additional insureds on the general liability, automobile liability insurance policies and excess/umbrella liability insurance.
 - (B) Primary Insurance. Stating that the insurance is primary insurance with respect to the interest of Utility and that any insurance maintained by Utility is excess and not contributory insurance unless Utility is solely negligent.
 - (C) Subrogation Waivers. Providing Utility with waivers of subrogation on all coverages.
 - (D) Severability and Cross Liability. Providing for severability of interest or cross liability coverage in the general liability, automobile liability insurance policies and excess/umbrella liability insurance.
 - (E) Notice Requirement. Providing that Utility is entitled to 10-days prior written notice before cancellation of the coverage provided above.
3. Notice Requirement. Applicant must provide Utility with 30-days prior written notice before the termination, expiration, or alteration of the coverage provided above.



**RULE 9
LINE EXTENSION AGREEMENT**

Project ID: 3006026223
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TREATMENT PLANT-FP-COMM-
STOREY COUNTY PUBLIC
WORKS
Agreement No.: 76921

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5. Certificate of Insurance. Before Applicant commences any work in connection with this Agreement, Applicant must provide Utility with certificates of insurance that name Utility as additional insured and evidence the coverage required above, including additional insured endorsement numbers. Applicant must provide Utility with a current copy of the certificate of insurance evidencing the coverage set forth above.

Mike Nevin

From: Ken Johnson <kjohnson@farrwestengineering.com>
Sent: Thursday, February 18, 2021 11:45 AM
To: Mike Nevin
Cc: Carly Wantulok; Lucas Tipton
Subject: NVE and USDA Forms for submission
Attachments: LEASENT-2.pdf; RD 1940-Q EX A-1 over \$10,000.pdf; RD 400-6 Compliance Statement over \$10000.pdf

Mike, see below:

The NV Energy costs are considered eligible expenses. To fulfill our procurement requirements the attached forms will need to be completed and signed by NV Energy. The County will need to submit a letter requesting approval from USDA to use the sole source supplier.

Marla J Murillo
Community Programs Loan Specialist

Elko Field Office, Rural Development
United States Department of Agriculture
555 W Silver Street STE 101
Elko NV 89801

Phone: 775-738-8468 ext 107 | Fax: 855-816-1209
www.rd.usda.gov

Can you please follow up on getting the County to submit the letter Maria is referring to?

Thanks

Call if you have any questions.



Ken Johnson, P.E., P.G.
Project Manager
Farr West Engineering
5510 Longley Lane
Reno, NV 89511

Main: (775) 851-4788
Direct: (775) 997-7486
Fax: (775) 851-0766

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Toni Powell
Supplier (name)

02-11-2021
(date)

Distribution Design Supervisor, NV Energy
(title)

000

COMPLIANCE STATEMENT

This statement relates to a proposed contract with _____

Storey County

(Name of borrower or grantee)

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor, I represent that:

1. I have, have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, I have, have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.
 If the proposed contract is for \$50,000 or more: or If the proposed nonconstruction contract is for \$50,000 or more and I have 50 or more employees, I also represent that:
3. I have, have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract, I have, have not developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications for proposed subcontractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays the valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, may 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$ 10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE 02-11-2021



(Signature of Bidder or Prospective Contractor)

875 E. Long Street, Carson City, NV 89701

Address (including Zip Code)



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 3/2/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of Memorandum of Understanding between Storey County, Nevada and the Storey County Sheriff's Office Employees' Association/Nevada Association of Police & Sheriff's Officers (NAPSO) dated March 2, 2021.
- **Recommended motion:** Based on the recommendation by staff, I (Commissioner) move to approve the Memorandum of Understanding between Storey County, Nevada and the Storey County Sheriff's Office Employees' Association/Nevada Association of Police & Sheriff's Officers (NAPSO) dated March 2, 2021.
- **Prepared by:** Tobi Whitten

Department: _____ **Contact Number:** 775-847-0968

- **Staff Summary:** The purpose of this Memorandum of Understanding is to adjust the probationary period of new hire employees in the Storey County Sheriff's Office to 18 months, and to clarify the definition of a new hire as well as changes to the compensation practices and uniform allowance that apply.
- **Supporting Materials:** See attached
- **Fiscal Impact:** Unknown
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name: _____

_____ County Manager

Other Agency Review: _____

- **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modification
<input type="checkbox"/> Denied	<input type="checkbox"/> Continued

**Memorandum of Understanding
between
Storey County, Nevada
and the
Storey County Sheriff's Office Employee's Association/Nevada Association of Police
& Sheriff's Officers (NAPSO)**

March 2, 2021

This Memorandum of Understanding (MOU) is between Storey County, Nevada, a political subdivision of the State of Nevada, and the Storey County Sheriff's Office Employee's Association/Nevada Association of Police & Sheriff's Officers (NAPSO) to amend the definition of Probationary Employee, amend Article 7, Section (2), and to amend Article 15, Section (1.) and (2). This agreement applies exclusively to the amendments shown herein and shall have no effect on the remaining provisions of the bargaining agreement or its appendices.

DEFINITIONS: Probationary Employee, shall be amended to read as follows:

a. The new hire probation period pursuant to this agreement is 18 months. A new hire employee, subject to the new hire probation period, is an employee who is not currently employed in the Sheriff's Office.

Article 7: COMPENSATION PRACTICES, section 2, shall be amended as follows:

A merit increase of one step in the wage range for the Employee's job class will be granted to an employee upon completion of each year in which the employee receives a satisfactory evaluation score until the employee reaches the top of the wage range. A new hire probationary employee is not entitled to receive a merit increase until he/she has completed his/her 18 month probationary period, they will then receive subsequent merit increases on their anniversary (hire) date under the conditions outlined above. If the Employee has not been evaluated within thirty (30) calendar days following his/her Anniversary date, merit will be granted retroactive to the Anniversary date.

Article 15: UNIFORMS, section 1., shall be amended to read as follows: 1. Initial Uniforms and Duty Gear: \$1100.00 will be provided to all new hires for the purchase of required uniforms, boots, duty gear and other required items as outlined in SCSO policy, and for other duty gear and firearm as allowed by SCSO policy and as approved by the Sheriff. If the employee fails to complete the 18 month probationary period for any reason, the \$1,100 will be deducted from the employee's final paycheck(s). or other means of restitution will be applied. (balance of section unchanged)

Section 2, shall be amended to read as follows: Uniform and Duty Gear Allowance for Employees (balance of section unchanged)

Approved on this _____ day of _____, 2021.

STOREY COUNTY

STOREY COUNTY SHERIFF'S OFFICE
EMPLOYEES' ASSOCIATION

Jay Carmona, Chairman
Storey County Commission

Joe Welch, President
SCSO Employees' Association

Clay Mitchell, Vice-Chairman
Storey County Commission

Dave Ranson, Vice-President
SCSO Employees' Association

Lance Gilman, Commissioner
Storey County Commission

Eric Kern, Secretary
SCSO Employees' Association

Chris Hamblin, Treasurer
SCSO Employees' Association

Approved as to form:

Anne Langer, District Attorney



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 3/2/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the District Fire Chief to enter into an Agreement for fuels reduction with NV Energy.
- **Recommended motion:** I (Fire Commissioner) move to approve the District Fire Chief to enter into an Agreement for fuels reduction with NV Energy.
- **Prepared by:** Jeremy Loncar

Department:

Contact Number: 775-399-1746

- **Staff Summary:** NV Energy is required to maintain clearances under their power lines to protect against wildfires. SB 508 was passed by the Nevada Legislature in 2019 and provides funds for fuel reduction efforts. Circumstances have led NV Energy and NDF to combine efforts and provide grants to allow local fire agencies to combine community fire breaks and fuel reduction efforts with fuel reduction under utility power lines. We are seeking total funding from NV Energy of \$1,915,014. The grant provides 100 percent funding and no match requirement from the Fire District.
-
- This grant is for 3 years. It would allow for the purchase and ongoing maintenance of vehicles and equipment to conduct fuel reduction efforts in the wildland urban interface as well as fund 5 full-time wildland firefighter positions and one part time position that would operate the heavy equipment. The funding will allow SCFPD to create additional fuel breaks in critical areas to reduce the threat of wildfire in developed areas. The scope of work covers any infrastructure by NV Energy and related community fuel breaks.
- **Supporting Materials:** See attached
- **Fiscal Impact:** \$1,915,014
- **Legal review required:** TRUE
- **Reviewed by:**

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

- **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modification
<input type="checkbox"/> Denied	<input type="checkbox"/> Continued



Storey County Board of Fire Commissioners

Agenda Action Report

Meeting date: 3/2/2021

Estimate of time required: 10 Minutes

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

1. **Title:** DISCUSSION/POSSIBLE ACTION: To approve the District Fire Chief to enter into an Agreement for fuels reduction with NV Energy.
2. **Recommended motion:** I (Fire Commissioner) move to approve the District Fire Chief to enter into an Agreement for fuels reduction with NV Energy.
3. **Prepared by:** Jeremy Loncar

Department: Fire

Telephone: 847-0954

4. **Staff summary:** NV Energy is required to maintain clearances under their power lines to protect against wildfires. SB 508 was passed by the Nevada Legislature in 2019 and provides funds for fuel reduction efforts. Circumstances have led NV Energy and NDF to combine efforts and provide grants to allow local fire agencies to combine community fire breaks and fuel reduction efforts with fuel reduction under utility power lines. We are seeking total funding from NV Energy of \$1,915,014. The grant provides 100 percent funding and no match requirement from the Fire District.

This grant is for 3 years. It would allow for the purchase and ongoing maintenance of vehicles and equipment to conduct fuel reduction efforts in the wildland urban interface as well as fund 5 full-time wildland firefighter positions and one part time position that would operate the heavy equipment. The funding will allow SCFPD to create additional fuel breaks in critical areas to reduce the threat of wildfire in developed areas. The scope of work covers any infrastructure by NV Energy and related community fuel breaks.

5. **Supporting materials:** See attached

6. **Fiscal impact:** Increase of \$1,915,014 to our Budget

Funds Available: N/A

Fund: _____ Comptroller

7. **Legal review required:**

X District Attorney

8. **Reviewed by:**

JL Department Head

Department Name: Fire District

_____ County Manager

Other agency review: _____

9. **Board action:**

Approved
 Denied

Approved with Modifications
 Continued

Agenda Item No.

MASTER SERVICES SHORT FORM CONTRACT
BETWEEN
SIERRA PACIFIC POWER COMPANY D/B/A NV ENERGY
AND
STOREY COUNTY FIRE PROTECTION DISTRICT
FOR
HAZARDOUS FUELS MANAGEMENT AND STAND -BY SERVICES

Sierra Pacific Power Company d/b/a NV ENERGY, {both or a} Nevada corporation, (collectively "Company"), having offices located at 6226 W. Sahara Avenue, Las Vegas, Nevada 89146, and the Storey County Fire Protection District, a political subdivision of the State of Nevada, ("Contractor"), having its principal place of business at 145 S. C street, Virginia City, Nevada 89440 enter into this Master Services Short Form Contract ("Contract"), meaning these terms and conditions, the Purchase Order, all documents incorporated by reference on the face of the Purchase Order or attached thereto (including without limitation statements of work, specifications or scope documents), and all exhibits and amendments to all such documents as of the date of execution by the Company below ("Effective Date"). Company and Contractor may be referred individually to as a "Party" and collectively as "Parties."

BACKGROUND: Company desires to engage Contractor to perform or provide Hazardous Fuels Mitigation/ Removal and Stand- By Services (Services and/or Goods) for its Vegetation Management Department as more particularly described in the Contract. Contractor desires to perform the Services for Company and represents to Company that Contractor and its personnel have the experience, qualifications, and capabilities necessary to complete performance. The Contract was awarded by the Company's Procurement Department and will be administered by its Vegetation Management Department.

The Contract consists of this Agreement, and all incorporated exhibits and attachments. Signing by both Parties' authorized agents constitutes a legal obligation to perform the Contract under the terms and conditions stated herein.

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

Sierra Pacific Power Company
d/b/a NV ENERGY
"Company"

Storey County Fire Protection District
"Contractor"

By (Signature)

By (Signature)

<NAME>
<Title>

<NAME>
<Title>

Date

Date

1. DEFINITIONS. The following terms, in their singular and plural forms, shall have the following meanings when used in this Contract.

- (a) "Material" means all materials, goods, equipment, software, drawings, sketches, deliverables and other items provided by Contractor to Company under the Contract.
- (b) "Price" means the consideration to be paid by Company to Contractor as specified in EXHIBIT B.
- (c) "Purchase Order" or "PO" means the document which is used to engage Contractor to provide Work pursuant to the terms and conditions set forth in this Contract.
- (d) "Services" means the services to be provided or performed by Contractor under the Contract.
- (e) "Site" is the location identified in EXHIBIT A, at which Contractor must perform the Work, and includes the land and all vegetation, plants, trees, structures, buildings, and building components on the land.
- (f) "Term" means period commencing upon the Effective Date and expiring **June 30, 2023** unless earlier terminated as provided herein.
- (g) "Work" means all Services and Materials provided by Contractor as described in EXHIBIT A.

2. PAYMENT. Contractor will invoice Company periodically as provided in the "Invoicing" ARTICLE below. Company will pay Contractor for work accepted and completed, but Company has the right to withhold payment on any disputed amount. Company will pay an undisputed invoice within thirty (30) days of receipt of invoice. Company will pay a disputed amount, if owed, within thirty (30) Days after resolving the dispute.

If Contractor or any subcontractor or supplier asserts or files a lien or claim against the Work or Company or any of its property, Company may set off the amount of that lien or claim against any amount Company or any of its affiliates owes Contractor.

If Company withholds any amount under this ARTICLE 2, Company may still pursue any other right or remedy it may have. All of Company's rights and remedies under this Contract, any other PO or contract and laws are cumulative.

Invoices shall initially be charged against the funds advanced to Contractor for purchase of the Vehicles or equipment set forth in the attached Exhibit A. The initial invoices charged against the advance will include billing for the hourly rate for the use of the Vehicles or equipment. All charges against the advance will be itemized. Any disputed amounts will not be charged against the advance until the dispute is resolved.

After the advance is reimbursed to Company, Contractor will no longer charge Company hourly rates for the Vehicles, but will charge Company maintenance and operating costs for the Vehicles or equipment, which will be itemized on an invoice. Contractor will continue to charge hourly rates as specified in the attached Exhibit C for any additional apparatus, -vehicles, and personnel that are used to complete the requested Work for Company.

3. INVOICING. Each invoice Contractor submits for payment must contain, at a minimum, the following information:

- (a) A valid Company PO number, including the leading zeros;
- (b) The PO Revision Number, if applicable;
- (c) On invoices for materials, a reference to the PO line number and schedule number for each invoice line;
- (d) The full name of Company personnel who requested the expenditure (to the extent available);
- (e) Contractor's legal entity name and mailing address and the full name, title, and telephone number of its contact person;

- (f) Contractor's remittance address if that address is different from its mailing address;
- (g) A unique invoice number;
- (h) Invoice date, its due date, and the terms of any early payment discount;
 - a. Invoices for Goods shall not have an invoice date prior to the expected delivery date of the Good;
 - b. Invoices for Services shall not have an invoice date be more than three (3) days prior to the expected arrival of the invoice to Company's Accounts Payable department;
- (i) Separate invoice lines for material and labor with appropriate tax applied to material portion only;
- (j) A separate invoice line for freight, if freight charges will exceed \$250 under this Contract, along with supporting documentation showing the freight charges;
- (k) Tax shown as a separate line item, as applicable;
- (l) A separate invoice line for miscellaneous charges;
- (m) Total invoice amount and any supporting documentation;
- (n) Shipping date, ship to address, and shipping method; and
- (o) To the extent applicable, signed lien waivers and releases from Contractor and all of its subcontractors and suppliers in form and substance satisfactory to Company ("Lien Waivers").

Contractor shall submit invoice to the Company by either email or standard mail as follows:

- Email invoice to: APinvoice@nvenergy.com. The email must contain only one (1) PDF file, with the invoice as first document and any backup as additional pages. There will be only one (1) attachment per email.
- Mail all invoices to: NV Energy, Accounts Payable Processing Center, P.O. Box 10100, Reno, NV 89520-0024

4. **TAXES.** Unless specifically stated otherwise on the face of the Purchase Order, the Price includes all taxes and duties arising out of Contractor's performance hereunder, including without limitation sales and use taxes, all import or export duties and value-added taxes, all of which shall be paid by Contractor. Contractor shall comply with all applicable laws and regulations governing such taxes and duties. In the event Contractor fails to comply with such laws and regulations, Contractor shall indemnify Company against any liabilities including judgments, interest, penalties, costs and attorneys' fees incurred directly or indirectly by Company. Such indemnification shall exist for a period of two (2) years beyond the expiration date of the applicable statute of limitations period for governmental action to recover for nonpayment of taxes.
5. **RECORDS AND AUDIT.** Contractor shall keep accurate and complete accounting records in support of any cost-based billings and claims to Company in accordance with generally accepted accounting principles. Company, or its audit representatives, shall have the right at any reasonable time or times to examine, audit, and copy the records, vouchers, and other source documents which relate to any claim for compensation other than pricing elements which are fixed in amount by the Contract. Such documents shall be available for examination, audit and reproduction for four (4) years after completion or termination of the Contract.
6. **NOTICE.** Any notice by either Party to the other shall be delivered to the office of the designated representative of the other Party, or, if deposited in the mail properly stamped with the required postage and addressed to the office of such representative. The Parties' designated representatives and addresses for purposes of notice shall be as set forth on the face of the Purchase Order. Either Party may change the name or address of the designated recipient of notices by delivery of written notice of such change as provided for in this Section. Notice to Company shall include a copy to General Counsel.

Banking Information Changes: Requested changes to Contractor's banking information must be independently verified with Contractor and may take 60 days or more to process. Company shall continue to use Contractor's previous banking information during the verification period unless an exception is approved by Contractor. Company shall not be liable for late fees or interest on any late or missed payments due to Contractor's requested changes that could not be reasonably verified by Company. Changes to Contractor information will be confirmed by Company with the following Contractor staff.

Contractor Treasurer:	Contractor Senior Manager:	Storey County Comptroller Storey County Comptroller
Name: _____	Name: _____	Name: _____
Title: _____	Title: _____	Title: _____
Address: _____	Address: _____	Address: _____
Telephone: _____	Telephone: _____	Telephone: _____

Contractor website:

In the event that Contractor does not have additional staff, Company may seek other means necessary to verify the information with Contractor including, but not limited to, verifying Contractor's banking information via in person meeting or conference call between Company, Contractor and Contractor's authorized bank.

7. **CREDENTIAL REQUIREMENTS.** As its profession requires, Contractor represents and warrants that it has the proper credentials to perform the Work in the State of Nevada and is properly licensed, registered, or certified for the performance or provision of Work in the State of Nevada, and that any subcontractor is properly licensed, registered, or certified for its part of the Work.
8. **WARRANTIES.** Contractor represents and warrants that it has sufficient skill and experience to provide the Goods and/or Services hereunder. Except to the extent provided otherwise in the Contract, Contractor warrants that all Work shall:
 - (a)
 - (b) be fit for Company's specified purpose and comply with applicable industry and professional standards; and not infringe the intellectual property rights of a third party.

For a period of one (1) year from the date the applicable Work is completed by Contractor and accepted by Company, Contractor shall at its own expense promptly, repair, replace or re-perform any portion of the Work that is defective or in any way fails to conform to the foregoing warranty or, at Company's option, refund the purchase price. Any such repair, replacement or re-performance shall be re-warranted hereunder for a period of one (1) additional year(s) following the date of completion and acceptance thereof. If Contractor fails to promptly implement corrective action as required herein, Contractor is responsible for any cost incurred by Company related to any defective or nonconforming Work and Company may conduct the necessary corrective action at Contractor's expense. Contractor does not guaranty or warrant that by performing the work in Exhibit A, fires or injuries to persons or property will be prevented. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED.

9. INSURANCE. Contractor shall, prior to commencing Work, secure and continuously carry such insurance as will protect Contractor from liability and claims for injuries and damages which may arise out of or result from the Work and for which Contractor may be legally liable, whether such operations are by Contractor or a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor shall insure the risks associated with the Work and the Contract with the minimum coverages and limits as set forth below:

- (a) General liability insurance, with a combined single limit of \$2 million for each occurrence and \$2 million general aggregate in the annual per project basis;
- (b) Automobile liability insurance, with a combined single limit \$1 million for each person and \$1 million for each occurrence;
- (c) Workers compensation insurance per statutory requirements; and Employers' Liability Insurance with limits of \$1 million
- (d) Excess/umbrella liability insurance having a minimum limit of \$5 million each occurrence and aggregate where applicable on a following form basis to be excess of the insurance coverage and limits required in employer's liability insurance, commercial general liability insurance and automobile liability insurance. Contractor shall provide notice to Company, if at any time the full umbrella limit required under this Contract is not available, and purchase additional limits, if requested.
- (e) Network Security & Privacy Liability. If the Work or Services under the Contract involves the rendering of IT services including, but not limited to: software, software or hardware or systems development or consulting services; internet/application services (e.g., web hosting); providing content; connections to systems, technology or network(s); or if Contractor in any way collects, obtains, maintains or in any way accesses or uses Confidential Information, then Contractor, and its Subcontractors shall maintain Network Security & Privacy Liability coverage, including Professional Errors & Omissions, throughout the term of this Contract and for a period of two (2) years thereafter, with a minimum required limit of \$5,000,000 Each Claim.

Contractor shall maintain a "Certificate of Insurance" under all liability policies. Contractor shall notify Company immediately if at any time any one of Contractor's insurers issues a notice of cancellation for any reason and shall provide proof of replacement insurance prior to the effective date of cancellation. A certificate of insurance shall be furnished to Company confirming the issuance of such insurance prior to commencement of Work.

10. INDEMNIFICATION

- a. **INDEMNIFICATION OF COMPANY.** To the fullest extent permitted by law, Contractor specifically and expressly agrees to indemnify, defend, and hold harmless Company and its officers, directors, employees and agents (hereinafter collectively "Indemnitees") from any claim, loss, cost, suit, judgment, damage, or expense, including reasonably incurred legal fees, arising out of or resulting from Contractor's performance of the Work including (i) an intellectual property right infringement claim of a third party, (ii) any breach of the other Contractor's obligations hereunder, or (iii) due to such Contractor's negligence or willful misconduct. Contractor's indemnity obligations owing to Indemnitees under this Section are not limited by any applicable insurance coverage identified in ARTICLE 9 of these terms and conditions. Contractor's indemnity obligation under this Section shall not extend to any liability to the proportionate extent it is caused by the negligence or willful misconduct of any of the Indemnitees.

11. INDEMNIFICATION OF CONTRACTOR. To the fullest extent permitted by law, Company specifically and expressly agrees to indemnify, defend, and hold harmless Contractor and its officers, employees and agents from any claim, loss, cost, suit, judgment, damage, or

expense, including reasonable attorney's fees, arising out of or resulting from Company or the Company's employees negligence or willful misconduct, equipment, facilities, or infrastructure. Contractor will not waive and intends to assert available defenses and limitations contained in NRS Chapter 41. Company's obligation to indemnify Contractor for tort damages will also be limited by the amount set forth in that version of NRS 41.035 in effect on the date of the occurrence of the event giving rise to a tort claim.

a. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

12. SITE REGULATIONS. Contractor, while performing Work at the Work Site, shall make itself aware of and adhere to any applicable Company Work Site regulations including without limitation environmental protection, loss control, dust control, safety and security.

13. BUSINESS ETHICS. Contractor, its employees, officers, agents, representatives and Subcontractors shall at all times maintain the highest ethical standards and avoid conflicts of interest in the performance of Contractor's obligations under this Contract. In conjunction with its performance of the Work, Contractor and its employees, officers, agents and representatives shall comply with, and cause its Subcontractors and their respective employees, officers, agents and representatives to comply with, all applicable laws, statutes, regulations and other requirements prohibiting bribery, corruption, kick-backs or similar unethical practices including, without limitation, the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act 2010, and the Company Code of Business Conduct. Without limiting the generality of the foregoing, Contractor specifically represents and warrants that neither Contractor nor any Subcontractor employees, officers, representatives or other agents of Contractor have made or will make any payment, or have given or will give anything of value, in either case to any government official or the Company (including any officer or employee of any governmental authority or the Company) to influence his, her, or its decision or to gain any other advantage for Company or Contractor in connection with the Work to be performed hereunder. Contractor shall maintain and cause to be maintained effective accounting procedures and internal controls necessary to record all expenditures in connection with this Contract and to verify Contractor's compliance with this ARTICLE 12, BUSINESS ETHICS. Company shall be permitted to audit such records as reasonably necessary to confirm Contractor's compliance with this ARTICLE 12, BUSINESS ETHICS. Contractor shall immediately provide notice to Company of any facts, circumstances or allegations that constitute or might constitute a breach of this ARTICLE 12, BUSINESS ETHICS and shall cooperate with Company's subsequent investigation of such matters. Contractor shall indemnify and hold Company harmless from all fines, penalties, expenses or other losses sustained by Company as a result of Contractor's breach of this provision. The Parties specifically acknowledge that Contractor's failure to comply with the requirements of this ARTICLE 12, BUSINESS ETHICS shall constitute a condition of default under this Contract.

14. COMPLIANCE WITH LAWS REPRESENTATIONS. Contractor represents and warrants: (i) that there are no agreements or arrangements that would prevent Contractor's performance hereunder; (ii) that it shall comply with all applicable local, state and federal laws.

Equal Opportunity Employer. Without limiting the generality of the foregoing, Contractor and any Subcontractors shall abide by the requirements of 41 CFR §60, 41 CFR §300, 41 CFR §741, and Executive Order 11246, as amended. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without

regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Contractor and any Subcontractors shall also abide by the requirements of Executive Orders 11625 and 13170 (utilization of disadvantaged business enterprises), Executive Order 13665 (pay transparency) and the Small Business Act.

- 15. SAFETY AND COMPLIANCE.** Contractor shall plan and direct the performance of Work in compliance with Contractor's safety policies and shall supervise all activities to ensure that its personnel and subcontractors use proper safety equipment and comply with all applicable laws.

Contractor must meet and satisfy Company's safety qualifications and responsibilities, as set forth in Company's Contractor Safety Qualification Program, to perform the Work. Should Company's safety qualification fall below acceptable, as determined by Company in its sole discretion, Company may take any and all action it deems appropriate, including, but not limited to, immediate termination of the Contract.

Contractor's Obligation to Report an Incident. Contractor must immediately report to the Company Project Manager any injury or illness, any vehicle-related incident, or any other near miss (collectively referred to in this provision as "incident") occurring during Work performance on the Company's Contractor Incident Report form.

Contractor's Obligation to Cooperate with Investigation. Contractor must fully cooperate with Company and any other agency investigating incidents that occur during Work performance, including interviews of Contractor's personnel.

Post-Incident Drug and Alcohol Testing. Contractor, when allowed by law, must have the worker involved in any incident tested for prohibited drugs and alcohol use as soon as practical following an incident. Contractor must not permit the worker to perform any safety-sensitive duties pending results of the post-incident drug and alcohol test and will provide a qualified replacement. Contractor will provide post-incident drug and alcohol test results to the designated Company official responsible for administration of its Drug and Alcohol Policy. If any of Contractor's or subcontractor's personnel fail to submit to post-incident drug and alcohol testing as allowed by law, Contractor must permanently remove that person from the Work for the duration of the Contract.

- 16. CONFLICTS, ERRORS, OMISSIONS, OR DISCREPANCIES IN CONTRACT DOCUMENTS.** In case of a conflict in the provisions of the Contract, first, the provisions on the face of the Purchase Order and, second, these terms and conditions, shall control except that the provisions of paragraphs 8 (performance of work does not warrant or guarantee that fire or protection from injury to person or property will be prevented), 11 (application of limitations of NRS Chapter 41), and 20 (Contractor subject to public records law and entitled to indemnity from Company for honoring designations) shall take precedence over any contrary provision in a purchase order. The failure of either party to insist upon or enforce strict performance of any term shall not be construed as a waiver or relinquishment to the extent of any right to enforce such term or condition on any future occasion.

17. TERMINATION.

- a. **Termination for Convenience:** Parties may terminate this Contract at any time, in whole or in part, in its sole discretion upon 30 days written notice to the other Party. Upon receipt of such notice the other Party shall stop work, mitigate its damages, and within thirty (30) days submit a final invoice for work performed prior to termination.

- b. **Termination for Cause.** Parties may terminate this Contract immediately (i) for Parties failure to perform any material obligation under this Contract; or (ii) if any Party representation was materially false or misleading; (iii) the filing by or against Party of a proceeding under any bankruptcy or similar laws; or (iv) Contractor's repeated, willful or reckless violation of OSHA regulations, safety laws, or Company's safety requirements. A repeated violation exists when similar serious safety violations occur more than once within a three (3) year period, whether in connection with the Work or otherwise.
- c. **Winding Up Affairs Upon Termination:** Should Company terminate this Contract for cause or convenience, Contractor will immediately return any funds paid by Company to Contractor to purchase equipment and Company will have the right of set-off against such funds. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract.

18. TIME IS OF THE ESSENCE. Time is of the essence in this Contract. If Counterparty fails to complete performance within the specified time, Company may arrange for completion or purchase of substitute products or services. Counterparty shall reimburse Company for the difference between the contract price and the price to replace such goods or services.

19. FORCE MAJEURE. Neither party shall be liable for failure or delay in performance due to acts of God or the public enemy, good faith compliance with any lawful governmental order, fires, riots, labor disputes, unusually severe weather or any other cause beyond the reasonable control of a party. The affected party shall promptly notify the other party in writing, describing the cause and the estimated duration of delay. The affected party shall use commercially reasonable efforts to avoid or remove such cause and continue performance. It is further understood that Contractor is a firefighting and paramedic agency. As such, firefighting and paramedic emergencies may require Contractor to pull personnel off a job being performed by Contractor to attend to a firefighting or paramedic emergency. Such action will not be deemed a default in the performance of its duties pursuant to this contract.

20. CONFIDENTIAL INFORMATION. Pursuant to NRS 239.010, Contractor has a legal obligation to disclose public records, which may include records attendant to this Contract, unless a particular record is made confidential by law or a common law balancing of interests. Company may label specific parts of an individual document as a "trade secret", "private" or "confidential," provided that Company thereby agrees to indemnify Contractor for honoring such a designation. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Contractor to Company shall be deemed confidential.

21. MODIFICATION. Parties may modify the scope of this Contract or applicable PO at any time in writing, signed by both Parties. An equitable adjustment shall be made in the price and time allowed for performance, to the extent necessary to accommodate the change.

22. RELATIONSHIP OF PARTIES. Contractor is an independent contractor, nothing herein shall be deemed to create an employment, partnership or agency relationship. There are no third-party beneficiaries of this Contract.

23. DISPUTE RESOLUTION; GOVERNING LAW. Each Party must attempt to resolve any dispute in good faith promptly by negotiation between executives of the Parties who have the authority to settle the dispute and who are at a higher level of management at the respective Parties' organizations than the Parties' appointed designated representatives. Each Party must provide to the other Party all information and documentation on which the party relies to substantiate its position in the dispute,

excluding information and documents protected by the attorney-client privilege. If the Parties do not resolve a dispute through negotiation within thirty (30) days after one Party gives the other Party written notice of a dispute, then either Party may pursue all remedies available to it by law, subject to this ARTICLE 25.

This Contract is governed by the laws of the State of Nevada. The Parties irrevocably submit to the exclusive jurisdiction of the courts located in Washoe County, Nevada for the resolution of any dispute relating to this Contract. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THE CONTRACT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

- 24. PRESS RELEASE.** Contractor shall not advertise or publish the fact that Company has contracted to purchase Work from Contractor, nor shall any information relating to the Contract be disclosed without the express prior written consent of Company Corporate Communications Department, except where specific provision of Nevada or Federal law require the disclosure. The Parties understand that this Contract must be approved by the Board of Fire Commissioners of the Storey County Fire Protection District in a public meeting, that this Contract will be included in the publicly available packet of materials, and that it will thereby become a public record.
- 25. ASSIGNMENT AND SUBCONTRACTING.** Parties shall not assign or subcontract the Work without the prior written consent of the other party.
- 26. NON-EXCLUSIVE RIGHTS.** Nothing in this Contract is to be construed as granting to Contractor an exclusive right to provide any or all of the Work anticipated herein. The use of Contractor for the Work is completely discretionary with Company. This Contract shall not be construed in any way to impose a duty upon Company to use Contractor.
- 27. ENTIRE CONTRACT; ORDER OF PRECEDENCE; MISCELLANEOUS.** This Contract (as defined herein) constitutes the complete agreement between the Parties with respect to the Work and supersedes and replaces all other terms and conditions contained in any offer, quotation, proposal or other written or oral correspondence, all of which are merged herein.
- (a) In case of a conflict in the provisions of the Contract, first, the provisions on the face of the Purchase Order and, second, these terms and conditions, shall control except that the provisions of paragraphs 8, 11, and 21 as set forth in Paragraph 16 above shall take precedence over any contrary provision in a purchase order.
 - (b) The failure of either Party to insist upon or enforce strict performance of any term shall not be construed as a waiver or relinquishment to the extent of any right to enforce such term or condition on any future occasion.
 - (c) If any part of this Contract is for any reason held to be unenforceable, the remaining parts shall continue to be enforceable.
 - (d) The Contract may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. Any executed counterpart transmitted by facsimile, electronic communication in portable document format (.pdf), or similar transmission by either Party shall be deemed an original and shall be binding upon such Party.
 - (e) Contractor shall not commence Work until the fully executed Contract is returned to the Contractor. Contractor shall not be compensated for Work performed prior to such time.

28. SURVIVAL. The following Articles will survive completion or termination of this Contract for any reason: RECORDS AND AUDIT, WARRANTIES, INDEMNIFICATION, CONFIDENTIALITY, WORK PRODUCT, ASSIGNMENT AND SUBCONTRACTING, GOVERNING LAW, ENTIRE CONTRACT; ORDER OF PRECEDENCE; MISCELLANEOUS, and SURVIVAL.

29. CYBER SECURITY.

Definitions

Security Incident shall mean any circumstance when (i) Contractor knows or reasonably believes that the confidentiality, integrity, or availability of any Company Data has been adversely impacted, including but not limited to, incidents where Company Data has been damaged, lost, corrupted, destroyed, or accessed, acquired, modified, used, or obtained by any unauthorized person, by any person in an unauthorized manner, or for an unauthorized purpose; (ii) Contractor knows or reasonably believes that an act or omission has adversely impacted the cybersecurity of the products or services provided to Company by Contractor or the physical, technical, administrative, or organizational safeguards protecting Contractor's systems or Company's systems holding Company Data; or (iii) Contractor receives any complaint, notice, or communication which relates directly or indirectly to (A) Contractor's handling of Company Data or Contractor's compliance with the data safeguards in this Agreement or applicable law in connection with Company Data or (B) the cybersecurity of the products or services provided to Company by Contractor.

Cybersecurity

29.1 SCOPE OF THIS ARTICLE

This Article applies to Contractor and its Personnel and Subcontractors that provide hardware, software, or services to the Company that may impact the confidentiality, integrity, or availability of the Company's networks, systems, software, Data, or Confidential Information for the term of the Contract.

29.2 CYBER SECURITY CONTROLS

- a. Contractor shall have and maintain security controls to protect the Company's networks, systems, software, Confidential Information, and Data that are no less rigorous than the latest published version of ISO/IEC 27001 – *Information Security Management Systems-Requirements*, and ISO/IEC 27002 – *Code of Practice for International Security Management*
- b. Contractor agrees to disclose to the Company known security vulnerabilities in hardware, software, and services provided under the Contract in a timely manner.
- c. Contractor warrants that the hardware, software, and patches provided under the Contract, will not contain malicious code or any unwanted or unexpected features. Contractor agrees to provide a method to verify the integrity and authenticity of all software and patches provided by the Contractor.
- d. If Contractor will have remote access to Company systems or networks, Contractor shall follow all applicable Company requirements for Contractor-initiated interactive remote access and system-to-system remote access with Contractor. To the extent Contractor's Personnel will have interactive remote access to Company's networks, systems or applications, Contractor's Personnel will use multi-factor authentication provided by the Company. Authentication tokens and passwords must not be shared. Upon either (i) Personnel termination actions or (ii) changes in the status of Personnel which removes their need for remote access, Contractor shall report such termination or change in status to the Company's Service Desk by telephone and email as soon as practicable and no later than close of the same business day. In the case of Sensitive Personnel and/or involuntary termination, notification must be immediate. In all other cases, notification must be within one business day.

29.3 OVERSIGHT OF COMPLIANCE

- a. If the contract includes hosted or cloud services, Contractor shall provide annually to the Company a Statement on Standards for Attestation Engagements (SSAE) Service Organization Control (SOC) 2 Type II audit covering the scope of the contract and pertaining directly to the Contractor.
- b. If the contract does not include hosted or cloud services, Contractor shall either:
 - a. Annually provide a copy of ISO 27001 certification covering the scope of the contract and pertaining directly to the Contractor; or,
 - b. Annually provide a copy of a third-party audit covering the security controls relevant to hardware, software, or services provided under this contract and pertaining directly to the Contractor. Audit results and Contractor's plan to correct any negative findings must also be made available to the Company; or,
 - c. Allow Company to conduct an assessment, audit, examination, or review of Contractor's security controls to confirm Contractor's adherence to the terms of this Article, as well as any applicable laws, regulations, and industry standards, not more than once per year or upon notification of any Security Incident or complaint regarding Contractor's privacy and security practices. Company may elect to obtain the services of a mutually-agreeable third party to conduct this assessment, audit, examination, or review on behalf of Company. Company shall give Contractor no less than thirty (30) calendar days' notice of its intent to conduct such assessment, audit, examination, or review. As part of this assessment, audit, examination, or review, Company may review all controls in Contractor's physical and/or technical environment in relation to all Confidential Information being handled and/or hardware, software, or services being provided pursuant to this Contract. Contractor shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, application software, and systems relevant to the provision of hardware, software, or services under the Contract.

29.4 SECURITY INCIDENT PROCEDURES; EQUITABLE RELIEF

In the event of a Contractor, or Subcontractor Security Incident affecting the Company, the Company's networks, systems, software, Data, or the Company's Confidential Information,

a. Contractor shall:

- (i) Notify the Company of the Security Incident as soon as practicable, but no later than 48 hours after Contractor becomes aware of it, by telephone and email; and
- (ii) Provide the Company with the name and contact information for any Personnel who shall serve as Contractor's primary security contact and shall be available to assist the Company with Security Incident management, response, and recovery associated with the Security Incident.

b. Immediately following Contractor's notification to the Company of a Security Incident, the Parties shall coordinate with each other to investigate such Security Incident. Contractor agrees to coordinate with Company in Company's handling of the matter, including: (i) assisting with any investigation and (ii) making available all relevant records and other materials required to comply with applicable law, regulation, industry standards, or otherwise reasonably required by Company.

c. Contractor shall use best efforts to immediately remedy any Security Incident and prevent any further or recurrent Security Incident at Contractor's expense in accordance with applicable privacy laws, regulations, and standards. Contractor shall reimburse Company for actual reasonable costs incurred by

Company in responding to, and mitigating damages caused by, any Security Incident, including all costs of notice and/or remediation pursuant to this section.

d. Contractor shall fully cooperate at its own expense with Company in any litigation or other formal action deemed reasonably necessary by Company to protect its rights relating to the use, disclosure, protection, and maintenance of its Confidential Information and Data.

e. Contractor acknowledges that any breach of Contractor's obligations set forth in this Article may cause Company substantial irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such a breach or threatened breach, Company is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which Company may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other available remedies at law or in equity, subject to any express exclusions or limitations in the Contract to the contrary.

29.5. OBLIGATIONS ON TERMINATION AND TERMINATION ASSISTANCE

a. In addition to any other obligations that arise on termination or expiration of this Contract, the Parties agree that, on any expiration or termination of this Contract, upon completion of the delivery of the products and services to be provided under this Contract, or at any time upon Company's request, regardless of the circumstance:

(i.) If Contractor has access to Company facilities or systems, Contractor shall immediately surrender to Company all access cards, security passes, passwords and other such devices granting access to any Work Site or to Company networks or computer systems; and

(ii.) If Contractor has Company Data, Contractor shall return any Company Data that is in its care, custody or control to Company in the format requested by Company and Contractor shall, after receiving Company's written confirmation that it can read the Data provided by Contractor, permanently delete any copies of the Data in Contractor's care, custody or control.

(iii.) If Contractor has Company hardware or removable media, Contractor will return to Company all hardware and removable media provided by Company that contains Company Data. Company Data in such returned hardware and removable media may not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by Company. If the hardware or removable media containing Company Data is owned by Contractor or a third-party, a written statement detailing the destruction method used and the data sets involved, the date of destruction and the entity or individual who performed the destruction will be sent to a designated Company security representative within fifteen (15) calendar days after completion of the delivery of the products and services to be provided under this Contract, or at any time upon Company's request. Contractor's destruction or erasure of Company Data pursuant to this Article must be in compliance with NIST or ISO Standards.

b. Prior to the expected expiration or termination of a Contract Document by either Party for any reason, or prior to the expected expiration or termination of this Contract for any reason, including the default of the terms of a Contract Document or a default under this Contract, Contractor agrees to provide Company with the reasonable assistance services requested by Company. These services will include, at a minimum, converting data, providing parallel services until Company has transitioned to a new system, providing on-site technical support, cooperating with Company or its designated vendor in developing required interfaces, and such other assistance services as shall be necessary or appropriate to facilitate, without material or extended interruption to the Services, the orderly transition of the Services to Company or its new provider of services. The Parties agree that assistance services may extend beyond the Term as reasonably required by Company.

29.6 PROHIBITED VENDORS

Contractor may not use in the provision of Work or Services to Company, directly or indirectly using subcontractors, the services, products, component pieces or sub-assemblies of any company identified by Company or by the U.S. Government and/or regulatory authorities as a security threat (collectively, the "Prohibited Vendors"), including without limitation the companies identified by Company in Exhibit G and by the U.S. Department of Commerce (which are currently posted on the internet at <https://www.bis.doc.gov/index.php/regulations/export-administration-regulations-ear> and as published in 15 CFR, Subchapter C, part 744, Supplement No. 4). Contractor is responsible for being familiar with the Prohibited Vendors, including additional Prohibited Vendors that Company may identify by Notice to Contractor and that the U.S. Government may identify from time to time during the term of this Contract. If Contractor fails to abide by the requirements of this Section, Company will provide Contractor with Notice and a 30 day opportunity to cure. Continued failure to abide by this requirement will be considered a material breach of this Contract.

30. CONTRACTOR PERSONNEL. If Contractor employs a former Company employee or has knowledge of a subcontractor to Contractor who employs a former Company employee, Contractor shall give Company at least 7 days' notice prior to that former Company employee being employed on a job at Company properties or assigned to work at Company properties.

EXHIBIT A SCOPE OF WORK AND SPECIFICATIONS

EXHIBIT B PRICING SCHEDULE

Storey County Fire Protection District



Hazardous Fuels Management & Stand-by
Services Proposal for
NV Energy

EXHIBIT A SCOPE OF WORK

Storey County Fire Protection District (“SCFPD” or “Contractor”) will conduct the hazardous fuels management and stand-by services described in this Scope of Work for NV Energy (“NV Energy” or “Company”) and on a “time and materials basis” in amounts set forth in Exhibits B and C. Company, and Contractor individually may be referred to as a “Party” and collectively as “Parties.”

This Contract represents cooperative and pre-emptive implementation of the requirement to eliminate fire hazards. Services to be performed by SCFPD will consist primarily of vegetation management of ground fuels, such as clearing brush and other debris, as well as timber stand reduction in a limited capacity, within NV Energy service territory to reduce fire hazards and create combustible free space. SCFPD will also provide stand-by services when NV Energy is engaged in high fire risk activities.

1. SCFPD will conduct vegetation management of ground fuels/vegetation utilizing various types of fuel removal techniques within company's electric service territory and electrical assets including, without limitation, powerline right of ways (ROW), transmission and distribution (T&D) lines, and around company's infrastructures in accordance with local Community Wildfire Protection Plans, Authority Having Jurisdiction fuel treatment requirements and 2018 International Wildland-Urban Interface Code (IWUIC) Appendix A requirements to reduce the threat of wildfire and improve the capabilities to control such fires. The Parties will work together to implement appropriate and effective maintenance treatment to prevent the growth of noxious or flammable weeds within the ROWs. SCFPD crews funded through this agreement may be used outside of NV Energy infrastructure zones as needed and determined by SCFPD.
2. SCFPD will provide National Wildfire Coordinating Group 310-1 qualified stand-by and stand-by resources as requested when NV Energy is engaged in high fire risk activities. Additionally, SCFPD may provide qualified resources to conduct wildland training to other field personnel. The following resources may be made available at the discretion of SCFPD: 4-person suppression module, engines (Type III/V/VI), dozers/heavy equipment, and/or single resource personnel (i.e. fire line supervisors, Incident Management Team members, etc.).
3. SCFPD will employ one Wildland Fuels Management Officer to work as a liaison/project coordinator with NV Energy. This person will be Red Carded as an RXB3 (prescribed firing boss), Crew Boss, Engine Boss and Type 2 or greater faller. The purpose of this position will be to assist in the planning, communication, reporting, progress mapping, logistics, and effective/efficient implementation of services outlined in this Scope of Work (SOW).
4. NV Energy and SCFPD will meet and confer in preparing a schedule of projects to be performed. SCFPD will perform the work as agreed to by the Parties. When an area is finished, NV Energy will inspect and “sign off” on the project when it is accepted. SCFPD will not provide a guarantee or warranty that, by performing the work in this SOW, fires or injuries to persons or property, will be prevented. There is no warranty or liability by SCFPD for the work performed prior to or after NV Energy’s “sign off,” and SCFPD does not waive the liability limitations in NRS Chapter 41.
5. SCFPD will perform the work on a “time and materials basis” and may start or stop work at its

discretion. However, SCFPD will assure that the fuels Module spend a minimum of 175 days per year actively working on fuels reduction through NV Energy Right-of-way, unless actively engaged in firefighting or stand by operations at the request of NV Energy with a cumulative total greater than 86 days per calendar year.

6. SCFPD will implement “pole grubbing” to create a combustible-free space around poles, in accordance with 2018 IWUIC Appendix A, and maintain such work annually throughout the duration of an executed agreement. Upon completion of the first phase of implementation and/or expiration of the original executed agreement, SCFPD will establish an annual contract with NV Energy to conduct maintenance services. SCFPD will work closely with companies to implement appropriate and most effective maintenance treatment to prevent the growth of noxious or flammable weeds within the ROW’s.

7. Upon execution of this contract, SCFPD shall obtain pricing for, 1-Type 6 wildland fire apparatus, a flat deck trailer for a skid steer, a CAT 299D3 skid steer forestry masticator, and provide the pricing to NV Energy See Exhibit D. Upon acceptance of pricing by NV Energy, NV Energy shall advance to SCFPD the amount needed to purchase the listed items and SCFPD shall purchase them. Items permanently mounted to the vehicles and equipment such as air compressors, fire extinguishers, toolboxes, etc., shall be considered a part of the vehicle or equipment.

8. Equipment hours will be tracked, and billable rates subtracted from initial NV Energy funding amounts until equipment is paid off or until the cancellation/end of this agreement. At the time of termination of this agreement, SCFPD will reimburse NV Energy the remaining purchase balance or will return the equipment if any balance is left on the vehicle pay off amounts. Once the vehicles and equipment are paid off, they shall become the sole property of SCFPD. Current vehicles and equipment owned by SCFPD will be tracked and billed the same as newly acquired equipment for repayment of money utilized to secure new vehicles and equipment until all money has been reimbursed to NV Energy.

9. Upon completion of the first phase of implementation and/or expiration of the original 3-year-term of the Contract, the Parties will enter into negotiations in an attempt to reach an agreement for maintenance services.

EXHIBIT B PROJECT DESCRIPTION

The proposed project treats approximately _____ miles of transmission and distribution lines throughout Storey County (see following map). The work is combined mechanical treatment (masticator) and hand treatment (hand crews), performed by specified personnel in this Scope of Work.

Treatment Areas include (but not limited to):

- Transmission and Distribution Lines in the 6 Mile Canyon area
- Transmission lines and Distribution lines around Tracy Clark power plant
- Transmission lines in Bailey's Canyon
- Transmission lines in Long Valley
- Transmission Lines between Tracy Clark and Hidden Valley
- Distribution lines within the Virginia City Highlands

Treatment includes 10' - 30' clearance to mineral soil around poles and a 40' wide continuous shaded fuel break underneath lines. Wider breaks and fuel reduction outside of the NV Energy Right of Way will be conducted when appropriate and where landowners agree and sign Right of Entry/Hold Harmless Agreements.

Treatments will start along the highest priority lines as identified by NV Energy and SCFPD. Fire history in the area shows numerous wildfires within the Truckee Reno Industrial Complex so creating fuel breaks and clearing poles will have a direct impact on fire spread and intensity within the treatment areas. (this is just filler, what would your priorities be?)

In addition to elements proposed in the scope of work, SCFPD will provide program oversight and overhead vehicles.

Daily reports tracking production will be kept on site for six years. Monthly reporting of expenditures and production will occur by the 25th of each month utilizing the following form. This report will be submitted to NV Energy.

**EXHIBIT C
PRICING SCHEDULE**

2020 BILLING RATES

All rates based on actual cost to SCFPD. Billed rate will be at the actual cost and may be different than the rate quoted in this document.

APPARATUS RATES

Equipment utilized at the request of NV Energy will be billed based on actual hours used. Personnel and equipment will be billed for hours worked as indicated on crew reports and will include travel time. Rates below include personnel costs.

- | | |
|------------------------------|---------------|
| 1. Structure Engine - Type I | \$250.00/hr. |
| 2. Brush Engine – Type III | \$200.00/hr. |
| 3. Water Tender | \$170.00/hr. |
| 4. Patrol Truck – Type V/VI | \$150.00/hr. |
| 5. Excavator Masticator | \$250.00/hr. |
| 6. Skid Steer Masticator | \$220.00/hr. |
| 7. Transport & Trailer | \$110.00/hr. |
| 8. Dozer | \$150.00/hr. |
| 9. Dozer Tender | \$85.00/hr. |
| 10. Command Vehicle | \$50.00/day. |
| 11. Utility vehicle (pickup) | \$45.00/day. |
| 12. UTV | \$150.00/day. |
| 13. Chipper | \$ 40.00/hr. |

All vehicles will track, document, and bill actual mileage based on IRS rate per mile to NV Energy.

PERSONNEL RATES

All personnel are charged consistent with the Department's current labor agreements and/or resolutions as approved by the Board. Backfill (for 56-hour personnel only) personnel and their invoice amounts

will be shown on the same invoice as incident personnel. Backfill dates will be noted.

- | | |
|-----------------------------|----------|
| 1. Chief Officer | \$73/hr |
| 2. Captain | \$68/hr |
| 3. Firefighter/Paramedic | \$52/hr |
| 4. Firefighter | \$46/hr |
| 5. Wildland Fire Crewmember | \$22/hr |
| 6. Wildland Fire Crew Lead | \$28/hr. |
| 7. Heavy Equipment Operator | \$47/hr |

BILLING ADDRESS

Storey County Fire Protection District
145 N C Street
P.O Box 603
Virginia City, NV 89440

CONTACT INFORMATION

Jeremy Loncar, Fire Chief
(775) 399-1746

Shane Dixon, Battalion Chief
(775) 287-5643

TBD, Fuels Management Officer
(775)

Tiffany Pieretti, Administrative Office
(775) 847-0954

DUNS NUMBER

959435876

TAX ID NUMBER

EIN # 88-6000134

STATION LOCATIONS

Station 71 – 145 N C Street, Virginia City, Nevada 89440
Station 72 – 2610 Cartwright Road, Reno, Nevada 89521
Station 74 – 431 Canyon Way, Sparks, Nevada 89434
Station 75 – 1705 Peru Drive, McCarran, Nevada 89434

**EXHIBIT D
5 PERSON CREW & EQUIPMENT**

Fuels Reduction Crew – 1 Year Fuels Reduction Crew of 5						
Year one	Hourly rate	Annual Regular Pay	Annual 1.5 Max	Benefits INS/PERS	Annual Total	Pay Grade
FMO	37.79	77,950.99	13,616	41,914	133,480	141
CRWB ENGB	26.52	55,168.03	10,565	32,006.50	97,739	127
Heavy Equip.	45.00	PT < 1039 Hrs	67.50 Hr.	0	< 46,755	
Operator CDL	18.00	37,440.0	8250	22,198.50	67,888	111
Crew Member	16.00	36,256.16	6000	20,794.50	63,320	110
Storey County Fire District Fuels Management Total					\$409,182.00	

Equipment, Rentals, and Operating expenses		
Annual Administrative/HR/Payroll cost	30,000 annually	
Annual operating costs equipment maintenance	50,000 annually	
PPE, tools, Ipads, HT radios	20,000 first year	8000 year 2-3
1 Type 6 firefighting vehicles	200,000 one time	
24 ft deck over gooseneck trailer for skid steer	15,000 one time	
CAT 299D3 skid steer forestry masticator	153,000 one time	

All items to be purchased by NV Energy will remain property of Storey County Fire Protection District from time of purchase.

Contract total costs paid by NV Energy

Yearly totals		
Year 1 operating & Equip. \$468,000	Year 2 equip. costs \$88,000	Year 3 operating & Equip. \$88,000
Year 1 personnel \$409,182	Year 2 Personnel \$423,504	Year 2 Personnel \$438,328

3-year contract total \$1,915,014



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 3/2/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of Resolution 21-603, revised Pay Resolution for Fire District staff.
- **Recommended motion:** I (Fire Commissioner) move to approve Resolution No.21-603 establishing the salaries for non-represented employees to be hired under grant funding for fuels reduction and wildland fire mitigation.
- **Prepared by:** Jeremy Loncar

Department: **Contact Number:** 775-399-1746

- **Staff Summary:** This resolution for non-represented employees is being presented for approval adding 5 additional grant funded positions. These positions are new to Storey County Fire Protection District and will be funded through various sources to assist in fuels reduction and wildland fire mitigation.
- **Supporting Materials:** See attached
- **Fiscal Impact:** None
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modification
<input type="checkbox"/> Denied	<input type="checkbox"/> Continued

RESOLUTION NO. 21-603

A RESOLUTION SETTING SALARIES OF EMPLOYEES FIXED BY ORDINANCE OR RESOLUTION PER NRS 474.470 FOR APPOINTED OFFICIALS.

BE IT HEREBY RESOLVED BY THE STOREY COUNTY BOARD OF FIRE COMMISSIONERS, STOREY COUNTY, NEVADA:

WHEREAS, for the purposes of NRS 474.470, the Storey County Board of Fire Commissioners has authority to establish the salaries of all appointed and non-represented Fire District employees by the enactment of a resolution or other action.

WHEREAS, the salaries of all Fire District appointed officials and non-represented employees, except certain Fire District employees set by collective bargaining agreement, are consistently to be derived from a similar step and grade range salary system shown in the General Salary Schedule (Attachment A).

WHEREAS, the grade range of appointed Fire District officials and non-represented employees shall be as follows:

Fire Chief	Grade 153
Battalion Chief	Grade 148
IPT Administrative Assistant II	Grade 116
IPT Wildland Firefighter	Grade 103
IPT Firefighter EMT	Grade 108
IPT Lead Seasonal Firefighter	Grade 113
IPT Dozer Operator	Grade 113
Wildland Fuels Management Officer (grant funded)	Grade 140
Wildland Engine Boss (grant funded)	Grade 124
Wildland Fire Equipment Operator (grant funded)	Grade 114
Wildland Heavy Equipment Operator (grant funded)	Grade 124
Wildland Fire Crew Member (grant funded)	Grade 108

WHEREAS, each employee who is capped in the ten-step General Salary Schedule shall receive a Cost of Living increase equal to fifty (50%) percent of any PERS increase for that year, if there is no PERS increase (every other year) each employee who is capped in the ten-step General Salary Schedule shall receive a two (2%) percent Cost of Living increase July 1st. Each employee who is not capped in the ten-step General Salary Schedule shall receive a Cost of Living increase equal to fifty (50%) percent of any PERS increase for that year, if there is no PERS increase (every other year) no Cost of Living increase will be granted.

NOW, THEREFORE BE IT RESOLVED BY THE STOREY COUNTY BOARD OF FIRE COMMISSIONERS, by unanimous vote, to adopt Resolution _____ providing for the setting of salaries for the appointed officials not represented by a bargaining unit.

This resolution shall be effective on the 1st, day of July, 2020.

Resolution No. _____

PROPOSED AND ADOPTED this 2nd day of March, 2021.

THOSE VOTING AYE:

THOSE VOTING NAY:

STOREY COUNTY
BOARD OF FIRE COMMISSIONERS

Jay Carmona, Chairman

ATTEST:

CLERK TO THE FIRE BOARD

Resolution No. _____



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 3/2/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of changes to Policy#64 Battalion Chiefs Compensation.
- **Recommended motion:** I (Fire Commissioner) move to approve changes in the Battalion Chief Policy #64 to provide for physical fitness incentives, bereavement leave, and compensatory time in lieu of overtime for holidays.
- **Prepared by:** Jeremy Loncar

Department: **Contact Number:** 775-399-1746

- **Staff Summary:** I am requesting approval to modify the existing Policy #64 Battalion Chief Compensation Policy to provide for the Incentive pay and bereavement leave equal to what is provided to the line staff within the SCFFA Local 4227 Collective Bargaining Agreement. In addition to these changes, I am also requesting that the Battalion Chiefs will be able to bank compensatory time in lieu of overtime for holidays worked.
- **Supporting Materials:** See attached
- **Fiscal Impact:** 4000
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modification
<input type="checkbox"/> Denied	<input type="checkbox"/> Continued

**STOREY COUNTY FIRE DISTRICT
POLICIES AND PROCEDURES**

NUMBER: 064
EFFECTIVE: 03/17/20
REVISED: 01/05/21
03/02/21
AUTHORITY: BOFC
FIRE CHIEF: JL

SUBJECT: SCFPD COMPENSATION

- I. **PURPOSE:** To provide guidelines for professional, non-represented firefighter compensation. This policy is not applicable to temporary grant funded positions.
- II. **BATTALION CHIEF COMPENSATION:** Battalion Chiefs are scheduled for 2912 hours per year ~~with 112-hour, 14-day, work periods~~ and will be paid for actual hours worked in a 14 day pay period. Overtime is paid for any hours worked in excess of regularly scheduled hours or in excess of 106 hours in a 14 day pay period in accordance with Section 207(k) of the Fair Labor Standards Act (FLSA).
 - A. All overtime hours must be specifically authorized in advance by the Fire Chief. Overtime will be compensated at 1.5 times the employee's regular rate of pay. Paid overtime will be included in the same paycheck covering the pay period in which the overtime was earned unless the correct overtime amount cannot be determined until after the regular pay period.
 - B. Battalion Chiefs who earn overtime may, with the approval of the Fire Chief, elect to receive compensatory time (comp-time) off in lieu of overtime pay. Requests for compensatory time off in lieu of overtime must be made in writing and, once approved, will be placed in the employee's payroll file. Battalion Chiefs have the option of banking compensatory time in lieu of overtime payment for holidays worked. Compensatory time will be earned at the rate of one and one-half (1.5) hours off for each overtime hour worked. Battalion Chiefs may accrue up to 480 hours in a calendar year.
 - C. When a Battalion Chief has exceeded the maximum number of hours specified, the excess hours will be paid out to the employee as overtime pay. Battalion Chiefs will be allowed to use compensatory time within a reasonable period of request unless it unduly disrupts the operations of the district.
 - D. Compensatory time balances shall be paid out at the rate it was earned on the first payroll period of December of each year.
 - E. Time paid but not worked, such as sick leave, holidays, and annual leave, does count toward hours worked for the purpose of computing overtime hours.
 - E.F. A Battalion Chief who must be absent from work due to the death of a family member within the third degree of consanguinity or affinity will be granted up to four (4) shifts off with pay per occurrence without loss of any accrued time.
 - F.G. The HR Director will classify employees as exempt or non-exempt in accordance with the FLSA and NRS. If an employee feels s/he is improperly classified, s/he should request a review of the position classification from the HR Director. An investigation will be conducted on a timely basis and employer will act to correct any

errors as soon as practicable. The employer will not make improper deductions of pay from any employee, regardless of exempt or non-exempt status. Improper deductions should be reported to the Comptroller and the HR Director. The complaint will be investigated, and employer will act to reimburse the employee as required by the FLSA if an error is found. The employer will continuously make a good faith commitment to comply with all provisions of the FLSA and NRS and intends this policy of correction to satisfy the “safe harbor” provisions of the FLSA regulations, as amended effective August 23, 2004.

G.H. If a Battalion Chief feels s/he has been improperly paid for overtime under the FLSA or state law, it is the responsibility of the employee to seek correction by reporting any error to the Fire Chief. An investigation will be conducted on a timely basis and employer will act to correct any errors as soon as practicable.

III. **INCENTIVE PAY:** Battalion Chiefs and the Fire Chief will be granted incentive pay as provided below:

Incentive Category	Annual Incentive Pay Rate
Category 1: Education Degree	
Applied Associates Degree in Fire Science or field directly related to the duties of the position	2.5% of <i>base rate of pay</i>
Bachelor’s Degree in Fire Science, Emergency Management, Chemistry, Mathematics, Business Management, or field directly related to the duties of the position	3.5% of base rate of pay
Category 2: Operations Certification	
Fire Officer 3	2.5% of base rate of pay
Executive Fire Officer or Chief Officer Designation	3% of base rate of pay
Strike Team Leader	2% of base rate of pay
Category 3: Current Instructor Certification	
Fire Instructor	2% of base rate of pay
Master Instructor FI 3	2.5% of base rate of pay
EMS Instructor	2% of base rate of pay
<u>Category 4: Fitness</u>	

Meeting Annual Fitness Standards

\$1,000 annual incentive

Employees are eligible to receive incentive pay for all three (3) categories for a total of no more than 13 percent of base rate of pay in annual incentive pay.

Category 1: Education Degree Incentive. Employees are eligible to receive incentive pay for only one (1) Education Degree subcategory. Incentive pay for Education Degree will not be compounded for those employees having multiple degrees.

Category 2: Operations Certification Incentive. Employees are eligible to receive incentive pay for sub-categories of the Operations Certification category. Employees are only eligible to receive credit for Fire Officer 3 OR Executive Fire Officer or Chief Officer Designation.

Category 3: Current Instructor Certification Incentive. Employees are eligible to receive incentive pay for all three (3) of the Current Instructor Certification subcategories.

Category 4: Fitness Incentive. Battalion Chiefs are eligible for a voluntary physical agility incentive of \$1,000 for successful completion of the physical agility testing outlined within the SCFFA Local 4227 Collective Bargaining Agreement.

Incentive Certification Maintenance. The purpose of incentive pay is to encourage the maintenance of certification that is in addition to the minimum qualifications of the respective job description. Re-certification in each category is the responsibility of the employee. The Fire District shall allow employees to attend recertification training while on duty as staffing permits.

RESPONSIBILITY FOR REVIEW: The Fire Chief and County HR Director will review this policy every 5 years or sooner as necessary.



**Storey County Board of County
Commissioners
Agenda Action Report**

**Meeting date: 3/2/2021 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 0-5

Agenda Item Type: Consent Agenda

- **Title:** Approval of business license second readings:
- A. Western Pacific Electric Inc. - Contractor/1091 Frazer Ave, Sparks, NV
- B. Averill Consulting Group, Inc - Out of County/5355 Canyon River Dr., Ada, MI
- C. Pita and Plantains - Food Truck/60 Lily Ct, Reno, NV
- D. Corestone Engineering, Inc - Out of County/1345 Capital Blvd. Ste B, Reno, NV
- E. Energy Erectors, Inc. - Contractor/2958 N. Commerce St, N Las Vegas, NV
- F. OS Construction Services, Inc. - Contractor/6465 W Sahara Ave., Ste 101, Las Vegas, NV

- **Recommended motion:** Approval

- **Prepared by:** Ashley Mead

Department:

Contact Number: 775-847-0966

- **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.

- **Supporting Materials:** See attached

- **Fiscal Impact:** None

- **Legal review required:** False

- **Reviewed by:**

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

- **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modification
<input type="checkbox"/> Denied	<input type="checkbox"/> Continued

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

February 22, 2021
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **March 2, 2021** COMMISSIONERS Consent Agenda:

SECOND READINGS:

- A. Western Pacific Electric Inc.** – Contractor / 1901 Frazer Ave. ~ Sparks, NV
- B. Averill Consulting Group, Inc.** – Out of County/ 5355 Canyon River Dr. ~ Ada, MI
- C. Pita and Plantains** – Food Truck / 60 Lily Ct. ~ Reno, NV
- D. Corestone Engineering, Inc.** – Out of County / 1345 Capital Blvd. Ste B. ~ Reno, NV
- E. Energy Erectors, Inc.** – Contractor / 2958 N. Commerce St. ~ N. Las Vegas, NV
- F. OS Construction Services, Inc.** – Contractor / 6465 W. Sahara Ave., Ste. 101 ~ Las Vegas, NV

Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office