



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

5/4/2021 10:00 A.M.

26 SOUTH B STREET, VIRGINIA CITY, NEVADA

AGENDA

This meeting will be held in person and the public is welcome to attend.

Storey County Board of County Commissioners are hosting a teleconference meeting this month. Members of the public who wish to attend the meeting remotely, may do so by accessing the following meeting on Zoom.com. Public comment may be made by communication through zoom.

***Join Zoom Meeting:** <https://zoom.us/j/597519448> **Meeting ID: 597 519 448**

Dial by your location
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US
+1 301 715 8592 US
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
Meeting ID: 597 519 448

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

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

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 May 4, 2021.

4. CONSENT AGENDA FOR POSSIBLE APPROVAL

I Consideration and possible approval for claims in the amount of \$890,887.68

II Consideration and possible approval of renewal of contract with the State of Nevada for DMV services.

III Consideration and possible approval of Storey County Treasurer's Affidavit of Mailing Past Due Notice for all Delinquent Parcels pursuant to NRS 361.5648

IV Consideration and possible approval of business license first readings:

A. ASC Services LLC - Out of County / 1894 E. William St. Ste 4 #161, Carson City, NV

B. Barefoot Boy - General / 109 S. C St., Virginia City, NV

C. Dashiell Corporation - Contractor / 13201 Kurland Dr. Ste. 400, Houston , TX

D. Expansion Specialties, Inc. - Contractor / 1201 American Pacific Dr. Ste. D, Henderson, NV

E. JLW Services, LLC - Out of County / 10582 N. McCarran Blvd. #115 PMB #165, Reno, NV

F. Premier Productions - Home Business / 206 S. M St., Virginia City, NV

G. Snowline Builders, LLC - Contractor / 2952 Oxley Dr., Sparks, NV

H. T & A Performance LLC - General / 114 Megabyte Dr., McCarran, NV

I. William Coltrin Home Repair and Maintenance - Home Business / 90 N. Summit St., Virginia City, NV

- V Consideration and possible approval of 1st Reading of General Business License for Pilot Thomas Logistics, LLC. - 201 N Rupert St., Fort Worth, TX 76107 - Petroleum Products Distribution and Wholesale

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

Discussion/Possible Action: Update, discussion, and provide direction to county staff and lobbyists regarding upcoming bills and legislation affecting Storey County including, but not limited to, SB 98 proposing Storey County's membership into the Carson Water Subconservancy District, AB 90 two-year interim study regarding regional impacts, and BDR 1109 Innovation Zone draft legislation, and other properly related matters.

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

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

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

Consideration and possible approval and authorization of the County Manager to sign an approximately one-month and \$4,000 extension to an existing contract between Storey County and Silver State Government Relations for lobbying and government affairs services during the 2021 Nevada legislative session.

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

Consideration and possible approval to Authorize the County Manager to approve and sign an amended contract with Walker and Associates increasing the monthly fee from \$2,083 to \$4,000 for lobbying and government affairs services.

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

Consideration and possible approval of Proclamation for Nevada Wildfire Awareness Campaign, May-October 2021

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

Consideration and possible approval of an adjustment to the 001-117-64160-000 Capital Project in the amount of \$26,095.00 to purchase and install a new recorder for the 911 Dispatch radio and phone system in the new 911 Dispatch Center. The recorder is needed for proper records of phone calls and radio traffic.

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

Storey County Final Budget Update

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

(Continued from 04/20/21) Consideration and possible approval of Amendment the Governmental Services Agreement (GSA) for Storey County Economic Diversification District No. 1 (Tesla) between Storey County, Storey County Fire Protection District, and Tesla, for Fiscal Years 2020/21 - 2023/24 increasing reimbursement amounts for certain services provided to Tesla by the county.

14. RECESS TO CONVENE AS THE STOREY COUNTY FIRE PROTECTION DISTRICT

15. DISCUSSION/FOR POSSIBLE ACTION:

Fire Preliminary Final Budget Review

16. DISCUSSION/FOR POSSIBLE ACTION:

(Continued from 04/20/21) Discussion/Possible Action: Amendment the Governmental Services Agreement (GSA) for Storey County Economic Diversification District No. 1 (Tesla) between Storey County, Storey County Fire Protection District, and Tesla, for Fiscal Years 2020/21 - 2023/24 increasing reimbursement amounts for certain services provided to Tesla by the fire district.

17. DISCUSSION/FOR POSSIBLE ACTION:

To provide direction and/or approval to the District Fire Chief in exploring a proposed boundary line adjustment in the Virginia City Highlands APN 003-401-15.

18. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of modification in the Master Services Short form contract with NV Energy to lower the District's required privacy liability coverage from Five Million Dollars to the Three Million Dollars.

19. RECESS TO RECONVENE AS THE STOREY COUNTY WATER/SEWER BOARD

20. DISCUSSION/FOR POSSIBLE ACTION:

Water/Sewer Preliminary Budget Review

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

22. DISCUSSION FOR POSSIBLE ACTION:

Consideration and possible approval of contract with Construction Materials Engineers, Inc. (CME) to provide inspection services for the Gold Hill Package Plant at an estimated cost of \$13,007.50

23. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of cost for tower foundation engineering and materials at the Storey County Waste Treatment Facility in the amount of \$11,750.

24. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of item adjustment to the 070-070-64010-175 Capital Project in the amount of \$5,693.10 to purchase 6 Schlage Electronic Keypads for the Justice Court Divide Facility.

25. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval to authorize the county manager to execute a change order to an existing contract PWP-ST-2020-050 in the amount of \$268,744.32 for the construction of office space for the IT Department at the Divide Building site.

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

27. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of 2nd reading for On-Sale Liquor License, Off-Sale Liquor License, and Cabaret License for Gold Hill Management LLC; 1540 Main St. Gold Hill NV. Applicant is Jill Clough.

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

29. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of a General Business License for Gold Hill Management LLC; 1450 Main St., Gold Hill, NV. Applicant is Jill Clough.

30. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of business license second readings:

A. Boss Signs LLC - Contractor / 1505 Greg St., Sparks, NV

B. Davis Company Inc. - Contactor / 1955 Timber Way, Reno, NV

C. Don James Roofing - Contractor / 1000 Glendale Ave., Sparks, NV

D. Foundation Building Materials, LLC - Out of County / 2300 Vassar St., Reno, NV

E. Hawthorne Plumbing Heating & Cooling - Contractor / 4690 Longley Ln. # 31. Reno, NV

F. Lifestyle Wrist Bands LLC - Home Business / 21350 Graves Rd., Reno, NV

G. Michelle Lenore Nichols - Out of County / 1247 Woodside Dr. Apt 241, Carson City, NV

H. Seals USA Incorporated - Out of County / 175 Wall St., Glendale Heights, IL

I. S.J. General Building Maintenance Inc. - Out of County / 919 Berryessa Rd. Ste. 10,
San Jose, CA

J. Specialty Welding and Turnarounds LLC - Contractor / 40492 Cannon Rd.,
Gonzales, LA

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

32. **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.

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at

http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

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

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

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

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

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

CERTIFICATION OF POSTING

I, Vanessa Stephens , Clerk to the Board of Commissioners, do hereby certify that I posted, or caused to be posted, a copy of this agenda at the following locations on or before 04/27/2021; 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 a 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
Vanessa Stephens Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 5/4/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 0-5 min,

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the Agenda for May 4, 2021.
- **Recommended motion:** Approve or modify as needed.
- **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: 5/4/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 0 min

Agenda Item Type: Consent Agenda

- **Title:** Approval for claims in the amount of \$890,887.68
- **Recommended motion:** Approval of claims as submitted
- **Prepared by:** Cory Y. Wood

Department: **Contact Number:** 7758471133

- **Staff Summary:** Please find attached 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



Check Register

Packet: APPKT02887 - 2021-04-09 Reissue WF Reject
Refunds/Cks 3/26/2021

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
	Void	04/13/2021	Regular	0.00	0.00	102897
	Void	04/13/2021	Regular	0.00	0.00	102898
	Void	04/13/2021	Regular	0.00	0.00	102899
	Void	04/13/2021	Regular	0.00	0.00	102900
	Void	04/13/2021	Regular	0.00	0.00	102901
	Void	04/13/2021	Regular	0.00	0.00	102902
	Void	04/13/2021	Regular	0.00	0.00	102903
	Void	04/13/2021	Regular	0.00	0.00	102904
	Void	04/13/2021	Regular	0.00	0.00	102905
	Void	04/13/2021	Regular	0.00	0.00	102906
	Void	04/13/2021	Regular	0.00	0.00	102907
	Void	04/13/2021	Regular	0.00	0.00	102908
	Void	04/13/2021	Regular	0.00	0.00	102909
	Void	04/13/2021	Regular	0.00	0.00	102910
	Void	04/13/2021	Regular	0.00	0.00	102911
	Void	04/13/2021	Regular	0.00	0.00	102912
	Void	04/13/2021	Regular	0.00	0.00	102913
	Void	04/13/2021	Regular	0.00	0.00	102914
103160	BOTCHA CALOOP'S	04/13/2021	Regular	0.00	62.00	102915
100475	CAPITAL CITY AUTO PARTS	04/13/2021	Regular	0.00	25.49	102916
406313	Cash Asset Mgmt	04/13/2021	Regular	0.00	437.00	102917
406147	CJ Guelnder	04/13/2021	Regular	0.00	50.00	102918
99708	Collins, James H.	04/13/2021	Regular	0.00	50.00	102919
406163	Divide Fitness, Inc.	04/13/2021	Regular	0.00	62.00	102920
404547	ELLIOTT AUTO SUPPLY INC	04/13/2021	Regular	0.00	2,678.36	102921
405850	ERG Aerospace Corporation	04/13/2021	Regular	0.00	50.00	102922
405969	Fleetpride, INC	04/13/2021	Regular	0.00	1,141.98	102923
406321	Mustang Memories	04/13/2021	Regular	0.00	62.00	102924
405020	Nevin, Michael E. and Virginia M.	04/13/2021	Regular	0.00	70.00	102925
103220	ON THE SIDE GRAPHICS & SIGNS, LL	04/13/2021	Regular	0.00	50.00	102926
100348	PURCELL TIRE & RUBBER CO	04/13/2021	Regular	0.00	6,914.60	102927
406261	Silverjays LTD	04/13/2021	Regular	0.00	62.00	102928
406327	Tahoe House Hotel	04/13/2021	Regular	0.00	312.00	102929
404396	TAORMINA Group, Inc.	04/13/2021	Regular	0.00	62.00	102930
406289	Turning Point, Inc	04/13/2021	Regular	0.00	65.00	102931
406338	World Famous Mustang Ranch	04/13/2021	Regular	0.00	41,387.00	102932


Bank Code AP Bank Summary

	Payable	Payment	Discount	Payment
Payment Type	Count	Count		
Regular Checks	46	18	0.00	53,541.43
Manual Checks	0	0	0.00	0.00
Voided Checks	0	18	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	46	36	0.00	53,541.43

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	4/2021	53,541.43
			<u>53,541.43</u>

Approved by the Storey County Board of Commissioners:

Chairman	Commissioner	Commissioner
		4.15.21
Comptroller		Date
Treasurer		Date



Check Register

Packet: APPKT02899 - 2021-04-16 PR Payment cw

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
404869	SCSO EMPLOYEES ASSOCIATIO	04/14/2021	EFT	0.00	612.00	
405456	Public Employees Retirement	04/14/2021	EFT	0.00	84,279.74	
300003	AFLAC	04/16/2021	Regular	0.00	1,156.39	102933
300008	AFSCME Union	04/16/2021	Regular	0.00	576.63	102934
405519	Cigna Health and Life Insurance Cor	04/16/2021	Regular	0.00	6,963.01	102935
300001	Colonial Life & Accident	04/16/2021	Regular	0.00	103.38	102936
404704	DVM INSURANCE AGENCY	04/16/2021	Regular	0.00	86.43	102937
405264	FIDELITY SEC LIFE INS CO	04/16/2021	Regular	0.00	63.48	102938
300011	Nevada State Treasurer	04/16/2021	Regular	0.00	4.00	102939
103233	PUBLIC EMPLOY RETIREMENT SYSTEM	04/16/2021	Regular	0.00	434.66	102940
300010	State Collection & Disbursement Un	04/16/2021	Regular	0.00	213.43	102941
300006	Storey Co Fire Fighters Assoc	04/16/2021	Regular	0.00	1,450.00	102942
300005	Washington National Ins	04/16/2021	Regular	0.00	960.76	102943

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	19	11	0.00	12,012.17
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	4	2	0.00	84,891.74
	23	13	0.00	96,903.91

Approved by the Storey County Board of Commissioners:

Chairman

Commissioner

Commissioner

[Signature]

4.15.21

Comptroller

Date

Treasurer

Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	4/2021	96,903.91
			<u>96,903.91</u>



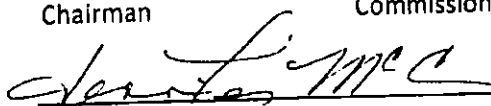
Payroll Check Register Report Summary

Pay Period: 3/29/2021-4/11/2021

Packet: PRPKT01042 - 2021-04-16 Payroll cw
Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	2	4,665.44
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	159	330,691.72
Total	161	335,357.16

Approved by the Storey County Board of Commissioners:

Chairman	Commissioner	Commissioner
		4.14.21
Comptroller		Date
Treasurer		Date



Check Register

Packet: APPKT02902 - 2021-04-16 Voya Relssue as Elect Fund
CW

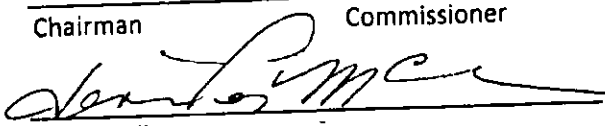
By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
404639	VOYA RETIREMENT INS	04/16/2021	EFT	0.00	10,470.00	10180

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	10,470.00
	2	1	0.00	10,470.00

Approved by the Storey County Board of Commissioners:

Chairman	Commissioner	Commissioner
		4.15.21
Comptroller		Date
Treasurer		Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	4/2021	10,470.00
			<u>10,470.00</u>



Check Register

Packet: APPKT02904 - 2021-04-16 PERS 715 cw

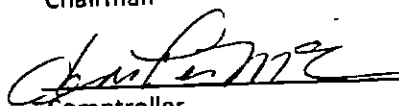
By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
405456	Public Employees Retirement	04/16/2021	EFT	0.00	46,162.46	10181

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	46,162.46
	2	1	0.00	46,162.46

Approved by the Storey County Board of Commissioners:

Chairman	Commissioner	Commissioner
		4.15.21
Comptroller		Date
Treasurer		Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	4/2021	46,162.46
			<u>46,162.46</u>



Check Register

Packet: APPKT02908 - 2021-04-16 Reissue WF Rej Cks Bus Lic
& Othe 3/26/21

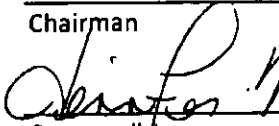

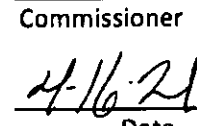
By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
405835	Altitude Properties LLC	04/16/2021	Regular	0.00	50.00	102944
406118	Ascension Power Engineering, LLC	04/16/2021	Regular	0.00	50.00	102945
406157	Conus Transportation	04/16/2021	Regular	0.00	50.00	102946
403216	FARR WEST ENGINEERING	04/16/2021	Regular	0.00	4,206.50	102947
405293	Highland Electric and Lighting LLC	04/16/2021	Regular	0.00	62.00	102948
406024	Searer, Boyd	04/16/2021	Regular	0.00	50.00	102949
102644	SIERRA FRONT WILDFIRE COO	04/16/2021	Regular	0.00	732.00	102950

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	10	7	0.00	5,200.50
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	0	0	0.00	0.00
	10	7	0.00	5,200.50

Approved by the Storey County Board of Commissioners:

Chairman	Commissioner	Commissioner
		
Comptroller		Date
Treasurer		Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	4/2021	5,200.50
			5,200.50



Check Register

Packet: APPKT02940 - 2021-04-23 WF Reissue Bus
Lic/Fees/Others cw


By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
405835	Altitude Properties LLC	04/23/2021	Regular	0.00	12.00	103056
406118	Ascension Power Engineering, LLC	04/23/2021	Regular	0.00	12.00	103057
101274	Caron, Judith L.	04/23/2021	Regular	0.00	67.20	103058
406028	Clarke, Kelly M	04/23/2021	Regular	0.00	70.00	103059
405851	Fulcrum Sierra Biofuels, LLC	04/23/2021	Regular	0.00	50.00	103060
404896	GOLDEN GATE/SET PETROLEUM	04/23/2021	Regular	0.00	1,010.00	103061
406001	Grant, Greg A	04/23/2021	Regular	0.00	62.00	103062
406133	Greninger, Rebecca	04/23/2021	Regular	0.00	50.00	103063
406066	Levi, Ronald	04/23/2021	Regular	0.00	1,687.00	103064
405575	Superior Hydraulic & Fabrication, Inc	04/23/2021	Regular	0.00	83.25	103065
406302	Western Pacific Express, LLC	04/23/2021	Regular	0.00	60.00	103066

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	18	11	0.00	3,163.45
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	0	0	0.00	0.00
	18	11	0.00	3,163.45

Approved by the Storey County Board of Commissioners:

Chairman	Commissioner	Commissioner
		4.23.21
Comptroller		Date
Treasurer		Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	4/2021	3,163.45
			-- 3,163.45



Check Register

Packet: APPKT02937 - 2021-04-23 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						
405684	Affordable Office Solutions, Inc	04/23/2021	Regular	0.00	164.00	102951
101589	AIRGAS NCN INC	04/23/2021	Regular	0.00	390.71	102952
400481	ALLISON, MACKENZIE, LTD	04/23/2021	Regular	0.00	1,550.00	102953
403795	ALPINE LOCK INC	04/23/2021	Regular	0.00	165.00	102954
100135	ALSCO INC	04/23/2021	Regular	0.00	288.62	102955
103061	ASSESSOR'S ASSOC OF NEV	04/23/2021	Regular	0.00	375.00	102956
405786	B & B Collision Incorporated	04/23/2021	Regular	0.00	6,059.50	102957
404780	Backdraft OpCo LLC	04/23/2021	Regular	0.00	710.70	102958
405332	Battle Born Digital Media and Marke	04/23/2021	Regular	0.00	597.00	102959
101605	BERRY ENTERPRISES	04/23/2021	Regular	0.00	2,110.00	102960
406373	Brown, Jordan	04/23/2021	Regular	0.00	150.00	102961
403671	BURRELL, SCOTT LEWIS	04/23/2021	Regular	0.00	301.50	102962
406172	Candido, Edegardo	04/23/2021	Regular	0.00	403.90	102963
100486	CAPITOL REPORTERS	04/23/2021	Regular	0.00	174.00	102964
405067	Carblener, Alan	04/23/2021	Regular	0.00	54.45	102965
405831	Carson Now LLC	04/23/2021	Regular	0.00	1,200.00	102966
404216	CARSON VALLEY OIL CO INC	04/23/2021	Regular	0.00	4,395.31	102967
403268	CELLCO PARTNERSHIP	04/23/2021	Regular	0.00	2,326.03	102968
404991	CENTRAL SIERRA CONST INC	04/23/2021	Regular	0.00	30,765.00	102969
403775	CHARM-TEX	04/23/2021	Regular	0.00	109.80	102970
405235	CHARTWELL STAFFING SERV	04/23/2021	Regular	0.00	4,774.80	102971
405519	Cigna Health and Life Insurance Cor	04/23/2021	Regular	0.00	1,120.52	102972
100660	COMSTOCK COMMUNITY TV INC	04/23/2021	Regular	0.00	139.00	102973
405982	Comstock Painting & Handyman Ser	04/23/2021	Regular	0.00	521.00	102974
406052	Conrad, Robert A	04/23/2021	Regular	0.00	500.00	102975
404477	CORPORATE TRANSLATION SVC	04/23/2021	Regular	0.00	9.30	102976
404466	DAIOHS USA INC	04/23/2021	Regular	0.00	205.80	102977
406010	Deitz Media & Marketing, LLC	04/23/2021	Regular	0.00	1,303.05	102978
404547	ELLIOTT AUTO SUPPLY INC	04/23/2021	Regular	0.00	604.02	102979
405986	Farr Construction Corporation	04/23/2021	Regular	0.00	60,192.88	102980
403216	FARR WEST ENGINEERING	04/23/2021	Regular	0.00	12,822.48	102981
404509	FASTENAL COMPANY	04/23/2021	Regular	0.00	499.58	102982
403975	FERRELLGAS LP	04/23/2021	Regular	0.00	2,504.53	102983
405969	Fleetpride, INC	04/23/2021	Regular	0.00	33.43	102984
404907	FORENSIC ANALYTICAL SCIEN	04/23/2021	Regular	0.00	737.50	102985
405046	GLENN, PHILLIP	04/23/2021	Regular	0.00	634.50	102986
101899	GRAINGER	04/23/2021	Regular	0.00	73.32	102987
103470	GREAT BASIN TERMITE & PES	04/23/2021	Regular	0.00	365.00	102988
406013	Hangar 14 Solutions LLC	04/23/2021	Regular	0.00	2,340.00	102989
406368	Hannum, Chris	04/23/2021	Regular	0.00	219.00	102990
404778	HAT, LTD	04/23/2021	Regular	0.00	1,136.80	102991
404165	HELMER, JOHN	04/23/2021	Regular	0.00	845.00	102992
403753	HOT SPOT BROADBAND INC	04/23/2021	Regular	0.00	82.50	102993
405726	IT1 Consulting, LLC	04/23/2021	Regular	0.00	3,502.26	102994
405799	Johnson Law Practic	04/23/2021	Regular	0.00	260.00	102995
403563	Justice AV Solutions Inc	04/23/2021	Regular	0.00	5,409.71	102996
101040	L N CURTIS & SONS	04/23/2021	Regular	0.00	318.66	102997
405184	LAS VEGAS TACTICAL LLC.	04/23/2021	Regular	0.00	800.00	102998
101030	LIFE-ASSIST INC	04/23/2021	Regular	0.00	634.11	102999
404102	LIQUID BLUE EVENTS LLC	04/23/2021	Regular	0.00	5,137.95	103000
404102	LIQUID BLUE EVENTS LLC	04/23/2021	Regular	0.00	8,415.14	103001
404102	LIQUID BLUE EVENTS LLC	04/23/2021	Regular	0.00	32,300.00	103002
405077	MACKAY MANSION	04/23/2021	Regular	0.00	111.00	103003
100471	MOUND HOUSE TRUE VALUE	04/23/2021	Regular	0.00	150.39	103004

Check Register

Packet: APPKT02937-2021-04-23 AP Payments cw

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
101228	NEV ADMIN BLDG & GROUNDS	04/23/2021	Regular	0.00	5,241.27	103005
101335	NEV DEPT TAXATION	04/23/2021	Regular	0.00	90.21	103006
99826	NEV SUPREME COURT OF NV	04/23/2021	Regular	0.00	250.00	103007
404357	NEVADA OCCUPATIONAL HLTH	04/23/2021	Regular	0.00	280.00	103008
101362	Nextel of California	04/23/2021	Regular	0.00	161.83	103009
402926	OFFSITE DATA DEPOT, LLC	04/23/2021	Regular	0.00	365.87	103010
404118	OPTUMINSIGHT INC	04/23/2021	Regular	0.00	232.50	103011
404548	OREGON AUTO FINANCE	04/23/2021	Regular	0.00	528.33	103012
405127	O'REILLY AUTO ENTERPRISES LLC	04/23/2021	Regular	0.00	481.61	103013
404870	OSBORNE, JOAN	04/23/2021	Regular	0.00	3,995.00	103014
404556	OUTFRONT MEDIA LLC	04/23/2021	Regular	0.00	667.45	103015
403895	PETRINI, ANGELO D	04/23/2021	Regular	0.00	108.50	103016
103032	POWERPLAN	04/23/2021	Regular	0.00	560.34	103017
103221	PUBLIC EMPLOY RETIREMENT RETIRE	04/23/2021	Regular	0.00	1,885.53	103018
103306	PURCHASE POWER	04/23/2021	Regular	0.00	1,700.00	103019
404134	RAPID SPACE LLC	04/23/2021	Regular	0.00	330.00	103020
402937	RAY MORGAN CO INC (CA)	04/23/2021	Regular	0.00	316.00	103021
101515	RENO GAZETTE-JOURNAL	04/23/2021	Regular	0.00	775.00	103022
405954	RiskNomics, LLC	04/23/2021	Regular	0.00	750.00	103023
405459	Ritter, Linda P	04/23/2021	Regular	0.00	2,550.00	103024
406371	Ryan, Patricia	04/23/2021	Regular	0.00	500.00	103025
101568	SANI-HUT COMPANY INC	04/23/2021	Regular	0.00	990.00	103026
103241	SBC GLOBAL SERVICES IN LD	04/23/2021	Regular	0.00	45.24	103027
101210	SBC GLOBAL SERVICES INC	04/23/2021	Regular	0.00	341.66	103028
405081	SHERMARK DISTRIBUTORS INC	04/23/2021	Regular	0.00	171.50	103029
404187	SHOAF, BRIAN ALLEN	04/23/2021	Regular	0.00	48.50	103030
406088	Sierra Funding Inc	04/23/2021	Regular	0.00	43.74	103031
404750	SIERRA NEVADA CONST, INC	04/23/2021	Regular	0.00	86,924.73	103032
405804	Silvercreek Tire LLC	04/23/2021	Regular	0.00	72.09	103033
405305	Smee, Lani	04/23/2021	Regular	0.00	100.00	103034
404195	SOUTHERN GLAZERS WINE & S	04/23/2021	Regular	0.00	843.40	103035
403567	SPARKS ELECTRIC MOTOR REP	04/23/2021	Regular	0.00	1,284.96	103036
101727	ST CO CLERK	04/23/2021	Regular	0.00	15.24	103037
101717	ST CO SCHOOL DISTRICT	04/23/2021	Regular	0.00	250.00	103038
405475	Staples Contract & Commercial, Inc	04/23/2021	Regular	0.00	524.90	103039
403892	SUN PEAK ENTERPRISES	04/23/2021	Regular	0.00	685.00	103040
405114	TAX MANAGEMENT ASSC INC	04/23/2021	Regular	0.00	2,100.00	103041
405124	TERRY, SHIRLEY	04/23/2021	Regular	0.00	908.00	103042
405976	The Knot Worldwide, Inc	04/23/2021	Regular	0.00	102.01	103043
403728	UNITED SITE SERVICES OF NEVADA	04/23/2021	Regular	0.00	984.71	103044
406369	Valley Collection Service, LLC	04/23/2021	Regular	0.00	192.00	103045
405735	VC Tours LLC	04/23/2021	Regular	0.00	349.00	103046
403983	VCTC	04/23/2021	Regular	0.00	120.00	103047
403983	VCTC	04/23/2021	Regular	0.00	175.00	103048
403983	VCTC	04/23/2021	Regular	0.00	140.00	103049
404455	WA STATE DEPT OF CORRECT	04/23/2021	Regular	0.00	115.52	103050
402820	WALKER & ASSOCIATES	04/23/2021	Regular	0.00	2,083.00	103051
103080	WATERS SEPTIC TANK SV DBA	04/23/2021	Regular	0.00	1,480.00	103052
103237	WESTERN ENVIRONMENTAL LAB	04/23/2021	Regular	0.00	934.00	103053
101920	WESTERN NEVADA SUPPLY CO	04/23/2021	Regular	0.00	53.01	103054
405919	Williams Scotsman, Inc	04/23/2021	Regular	0.00	754.12	103055

Check Register

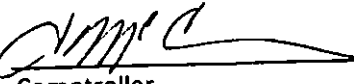
Packet: APPKT02937-2021-04-23 AP Payments cw

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
404295	WELLS ONE COMMERCIAL CARD	04/23/2021	Bank Draft	0.00	14,494.25	DFT0000767

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	152	105	0.00	325,594.52
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	31	1	0.00	14,494.25
EFT's	0	0	0.00	0.00
	183	106	0.00	340,088.77

Approved by the Storey County Board of Commissioners:

Chairman	Commissioner	Commissioner
		4.23.21
Comptroller		Date
Treasurer		Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	4/2021	340,088.77
			340,088.77



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 5/4/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 0-5 min

Agenda Item Type: Consent Agenda

- **Title:** Consideration and possible approval of renewal of contract with the State of Nevada for DMV services.
- **Recommended motion:** Approve as part of the consent agenda.
- **Prepared by:** Vanessa Stephens

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

- **Staff Summary:** Renewal of existing contract.
- **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

Vanessa Stephens

From: Amber Galperin <AGalperin@dmv.nv.gov>
Sent: Monday, April 19, 2021 11:57 AM
To: Vanessa Stephens
Subject: URGENT - New Contract for Signature
Attachments: Storey County Amend #3 Draft.docx
Importance: High

Good morning, please see the new revised contract and scope of work effective **June 30, 2021** and expiring **June 30, 2023**. Please sign and return via email before end of business on **April 23rd, 2021**.

The following are the current scope of work changes:

- Public Facility- Minimum of 20 hours per week available for DMV services in section 2.
- Daily Reconciliation of Funds- State funds are to be reconciled daily and sent to the Department via email each day by 10am in section 9.
- Notification of change of change in staffing- added verbiage "background requirements" in section 12.
- Background process changes- Counties will follow Department background process outline in section 21.
- Internet Security Awareness course renamed to Kevin Mitnick Security Awareness section 22.

Look forward to hearing from you and continuing to work together.

Thank you!



AMBER GALPERIN | Management Analyst III
Nevada Department of Motor Vehicles
Field Services Division
555 Wright Way , Carson City, NV 89711
Work: 775.684.4566 Mobile: 775.881.8111
Email: agalperin@dmv.nv.gov



CETS #:	18795
Agency Reference #:	

AMENDMENT # 03

TO INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

Between the State of Nevada
Acting By and Through Its

Public Entity #1:	Nevada Department of Motor Vehicles
Address:	555 Wright Way
City, State, Zip Code:	Carson City, NV 89711
Contact:	Amber Galperin, Management Analyst
Phone:	775-684-4566
Email:	agalperin@dmv.nv.gov

Public Entity #2:	Storey County Assessor clerk
Address:	PO Box 494 Drawer D
City, State, Zip Code:	Virginia City, NV 89440
Contact:	Vanessa Stephens
Phone:	775-847-0961 0969
Email:	vstephens@storeycounty.org

1. **AMENDMENTS.** For and in consideration of mutual promises and other valuable consideration, all provisions of the original Contract dated 6/13/2017, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

A. Provide a brief explanation for contract amendment.

Amendment #3 changes the contract termination date from 6/30/2021 to 6/30/2023 and revises the scope of work to include the following:

- Public Facility- Minimum of 20 hours per week available for DMV services in section 2.
- Daily Reconciliation of Funds- State funds are to be reconciled daily and sent to the Department via email each day by 10am in section 9.
- Notification of change of change in staffing- added verbiage "background requirements" in section 12.
- Background process changes- Counties will follow Department background process outline in section 21.
- Internet Security Awareness course renamed to Kevin Mitnick Security Awareness section 22.

B. Current Contract Language:

3. **CONTRACT TERM.** This Contract shall be effective upon approval to **June 30, 2021**, unless sooner terminated by either party as set forth in this Contract.

CETS #:	18795
Agency Reference #:	

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT BB: REVISED SCOPE OF WORK

ATTACHMENT AA: SCOPE OF WORK

C. Amended Contract Language:

3. CONTRACT TERM. This Contract shall be effective upon approval to June 30, 2023, unless sooner terminated by either party as set forth in this Contract.

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT CC: REVISED SCOPE OF WORK

ATTACHMENT BB: REVISED SCOPE OF WORK

ATTACHMENT AA: SCOPE OF WORK

2. **INCORPORATED DOCUMENTS**. Exhibit A (original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.
3. **REQUIRED APPROVAL**. This amendment to the original Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

CETS #:	18795
Agency Reference #:	

Public Entity #1 Authorized Signature

Date

Title

Public Entity #2 Authorized Signature

Date

Title

State of Nevada Authorized Signature

Date

Title

State of Nevada Authorized Signature

Date

Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On:

Date

Approved as to form by:

On:

Deputy Attorney General for Attorney General

Date



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 5/4/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 0-5 min

Agenda Item Type: Consent Agenda

- **Title:** Consideration and possible approval of Storey County Treasurer's Affidavit of Mailing Past Due Notice for all Delinquent Parcels pursuant to NRS 361.5648
- **Recommended motion:** Approve as part of the Consent Agenda
- **Prepared by:** Vanessa Stephens

Department: CLERK VIEW ONLY

Contact Number: 775-847-0969

- **Staff Summary:** Annual approval of affidavit.
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

____ Department Head

Department Name: CLERK VIEW ONLY

____ 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
TREASURERS AFFIDAVIT OF MAILING
PAST DUE NOTICE FOR ALL
DELINQUENT PARCELS**

PER NRS 361.5648

I, VANESSA STEPHENS, Treasurer and Ex-Officio Tax Receiver for the County of Storey, State of Nevada, do hereby affirm that I have mailed past due notices to all property owners who are delinquent in their taxes for the 2020/2021 tax year. I affirm that these notices were mailed on March 16, 2021. They were mailed and returned as follows:

TOTAL DELINQUENT NOTICES MAILED:	343
TOTAL DELINQUENT NOTICES RETURNED:	6
TOTAL DELINQUENT NOTICES UNDELIVERABLE:	12

DATED THIS 4th DAY OF MAY 2021

**Vanessa Stephens
Storey County Clerk-Treasurer**

APPROVED THIS 4th DAY OF MAY 2021

**Chairman Jay Carmona
Storey County Board of Commissioners**



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 5/4/2021 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. ASC Services LLC - Out of County / 1894 E. William St. Ste 4 #161, Carson City, NV
- B. Barefoot Boy - General / 109 S. C St., Virginia City, NV
- C. Dashiell Corporation - Contractor / 13201 Kurland Dr. Ste. 400, Houston, TX
- D. Expansion Specialties, Inc. - Contractor / 1201 American Pacific Dr. Ste. D, Henderson, NV
- E. JLW Services, LLC - Out of County / 10582 N. McCarran Blvd. #115 PMB #165, Reno, NV
- F. Premier Productions - Home Business / 206 S. M St., Virginia City, NV
- G. Snowline Builders, LLC - Contractor / 2952 Oxley Dr., Sparks, NV
- H. T & A Performance LLC - General / 114 Megabyte Dr., McCarran, NV
- I. William Coltrin Home Repair and Maintenance - Home Business / 90 N. Summit St., Virginia City, NV
- **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 application 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:

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

April 26, 2021
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **May 4, 2021**

COMMISSIONERS Consent Agenda:

FIRST READINGS:

- A. **ASC Services LLC** – Out of County / 1894 E. William St. Ste. 4 # 161 ~ Carson City, NV
- B. **Barefoot Boy** – General / 109 S. C St ~ Virginia City, NV
- C. **Dashiell Corporation** – Contractor / 13201 Kurland Dr. Ste. 400 ~ Houston, TX
- D. **Expansion Specialties, Inc.** – Contactor / 1201 American Pacific Dr. Ste. D ~ Henderson, NV
- E. **JLW Services, LLC** – Out of County / 10582 N. McCarran Blvd. # 115 PMB #165 ~ Reno, NV
- F. **Premier Productions** – Home Business / 206 S. M St. ~ Virginia City, NV
- G. **Snowline Builders, LLC** – Contractor / 2952 Oxley Dr ~ Sparks, NV
- H. **T & A Performance LLC** – General / 114 Megabyte Dr. ~ McCarran, NV
- I. **William Coltrin Home Repair and Maintenance** – Home Business / 90 N. Summit St. ~ Virginia City, NV

Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 5/4/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 mins

Agenda Item Type: Consent Agenda

- **Title:** 1st Reading for Approval of General Business License for Pilot Thomas Logistics, LLC. - 201 N Rupert St., Fort Worth, TX 76107 - Petroleum Products Distribution and Wholesale
- **Recommended motion:** I (Insert Name) motion to approve the 1st Reading for Approval of General Business License for Pilot Thomas Logistics, LLC. - 201 N Rupert St., Fort Worth, TX 76107 - Petroleum Products Distribution and Wholesale
- **Prepared by:** Brandy Gavenda

Department: **Contact Number:** 7758470959

- **Staff Summary:** 1st Reading for Approval of General Business License for Pilot Thomas Logistics, LLC. - 201 N Rupert St., Fort Worth, TX 76107 - Petroleum Products Distribution and Wholesale
- **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: 5/4/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Discussion/Possible Action: Update, discussion, and provide direction to county staff and lobbyists regarding upcoming bills and legislation affecting Storey County including, but not limited to, SB 98 proposing Storey County's membership into the Carson Water Subconservancy District, AB 90 two-year interim study regarding regional impacts, and BDR 1109 Innovation Zone draft legislation, and other properly related matters.
- **Recommended motion:** I [county commissioner] motion to direct county staff and lobbyists to represent Storey County as:
 - a. Supporting SB 98 proposing Storey County's membership into the Carson Water Subconservancy District; and
 - b. Maintain 03/02/21, 03/16/21, 04/06/21, and 04/20/21 board motion and direction on BDR 1109 Innovation Zone draft legislation, continue to support 04/06/21 letter to the Governor to include impacts the draft legislation may have on Storey County, increase public outreach and education, and require a representative from the Governor's office to be present in order for discussions with Blockchains or R&R Partners to continue.
 - c. Supporting, opposing, or neutral on other _____ bills and proposed legislation affecting Storey County.
- **Prepared by:** Austin Osborne

Department: _____ **Contact Number:** 7758470968

- **Staff Summary:** Update and direction regarding legislation during the 2021 session.
- **Supporting Materials:** See attached
- **Fiscal Impact:** Not known yet.
- **Legal review required:** TRUE
- **Reviewed by:**

_____ Department Head

Department Name: _____

_____ County Manager

Other Agency Review: _____



STOREY COUNTY COMMISSIONERS' OFFICE

Storey County Courthouse
26 South "B" Street
P.O. Box 176 Virginia City, Nevada 89410
Phone: 775 847.0968 - Fax: 775 847 0949
commissioners@storeycounty.org

Jay Carmona, Chair
Clay Mitchell, Vice-Chair
Lance Gilman, Commissioner

April 6, 2021

Honorable Governor Steve Sisolak
State Capitol Building
101 N. Carson Street
Carson City, NV 89701

Re: Storey County's Position on Innovation Zone bill draft as of 04/06/21

Governor Sisolak:

The Board of Storey County Commissioners on March 2 and 16, and April 6, 2021, directed county staff and lobbyists to take certain positions on BDR 1109-related draft legislation providing for the creation of Innovation Zones. Storey County opposes the Innovation Zone bill as presented thus far; however, the board finds merit in certain elements of the bill including expanding technology uses across the county and developing a mixed-use residential community at Painted Rock. The following summarize the board's directives and provides further explanation on the county's position on the matter.

1. ***Technology - Support and work with legislature and applicable elected officials to explore Blockchain, cryptocurrency, stable-coin, and other such technological advances and currency.***

Storey County is Nevada's forerunner in embracing and utilizing new technologies, and the board finds that new digital platforms such as stable-coin and Blockchain to be the potential digital capital of the future. We will seek guidance from the Nevada Department of Taxation; county recorders, clerks, and treasurers; and other such agencies and associations to evaluate the viability of these technologies and develop appropriate framework for their implementation.

2. ***Residential "Smart City" - Continue to support 2016 Storey County Master Plan as applicable to neo-traditional and new-urbanistic design as proposed by Blockchains' "Smart-City".***

The Storey County Master Plan supports large-scale residential development at Painted Rock. A mixed-use community integrating commercial, residential, and live-work use patterns is preferred over suburban sprawl. Graphic renditions by Blockchains, LLC and R&R Partners illustrating high-rise buildings clad in stainless-steel and glass, situated within clustered high-density nodes, and supported by multi-modal transit and "smart" infrastructure are aligned with the goals and objectives of the plan for this area.

Storey County to-date has received no development application from Blockchains or its affiliates for the Painted Rock area. We engaged with representatives of Blockchains about the draft bill and stated that an application for a mixed-use development may be submitted for consideration in accordance with Title 16 Subdivisions, Title 17 Zoning, the master plan, and other local and state statutes. The representatives were reminded that a master plan amendment is not required, and they were also reminded that a mixed-use residential development application by another developer at Painted Rock was approved by the board with action by the planning commission in 2006.

3. ***Separate Local Government - Oppose separatist governing control and carving up Storey County.***

Carving out a separate government within Storey County is not necessary for the advancement of technology, innovative industries, or residential "smart city" development. Storey County has for 20 years been Nevada's leader in attracting, permitting, and supporting technology, manufacturing, and energy sectors, and transforming northern Nevada from dependence on gaming to the diversified economic powerhouse it is today.

Tesla, Panasonic, Switch, Google, Fulcrum Bioenergy, and nearly 20 million square-feet of other companies made Storey County their home because of fast and simple permitting, easy access to

elected and appointed officials, and a dedicated team capable of finding innovative ways to overcome economic, social, environmental, and geographic obstacles. The proponents of the Innovation Zone envision a “sandbox” in which inventive minds are free to develop advanced technologies through expression and experimentation. We respond that this vision dovetails seamlessly into our current master plan, zoning allowances, development agreements, and proven business-friendly culture.

Storey County’s master plan, zoning designations, and ordinances facilitate a wide range of land uses. Diverse zoning encourages residential and community development, while also providing for revenue-generating commercial and industrial uses that offset costs of providing services to the county’s residents and businesses. The draft legislation stripping Storey County of roughly one-third of its land, much of which is commercial and industrial designated, will result in persistent fiscal instability potentially causing its inability to provide public safety protections, social services, and other core functions to current and future residents and businesses.

Storey County has been a proven leader in the state in economic development. Removing the county from the proven calculus it formulated may cause adverse economic, social, and environmental impacts to the county and region, and, moreover, may cause the same for the proposals identified the draft bill. We will continue exploring ways in which objectives for residential and tech development in the draft legislation may be achieved within existing local and state regulatory framework.

4. *Planning & Development – Reach out to Governor, Blockchains, and others for meaningful and authentic good-faith discussion to coordinate planning and oversight within existing governing framework.*

Conversations about the proposed legislation must consider state and local regulations, and binding agreements in-place in Storey County such as the Tahoe-Reno Industrial Center (TRI-Center) development agreement, TRI-Center infrastructure payback agreement, the TRI General Improvement District regulations and responsibilities, the inter-county effluent water line Tax Increment Area agreement, economic development and diversification districts for technology and manufacturing sector abatements, court decrees, utility and other easements and rights-of-ways, and government services agreements. These obstacles to Innovation Zone legislation have been shared with Blockchains representatives, and there remains unanswered questions as to how the proposed legislation will function properly within these frameworks.

5. *Progress – Periodically update the Storey County Board of County Commissioners on the status of Innovative Zone BDR and bill, to and seek amended direction as conditions change and are known.*

We will periodically update the board on research findings into the Innovation Zone matters and seek direction as conditions change and more is known about the draft bill.

We respectfully request a meeting with you and your team to openly discuss the Innovation Zone bill. We look forward to being part of a conversation about the potential benefits in the draft bill, and ways to overcome challenging aspects of the proposed legislation within existing fiscal, economic, environmental, and land use regulatory structures.

Respectfully submitted,



Austin Osborne

Storey County Manager

Enc: Storey County Master Plan - <https://www.storeycounty.org/292/Master-Plan>

Cc.: Storey County Commissioners
Storey County District Attorney
Storey County Lobbyists
Governor’s Office of Economic Development (GOED)
Nevada Association of Counties (NACO)



FOR IMMEDIATE RELEASE

April 23, 2021

Carson City, NV – Today, Assembly Republican Leader Dr. Robin Titus released the following statement regarding the Governor's assertion that rural counties are stagnant:

"For too long we have seen Clark County try to push rural counties around by virtue of their population size. If it is so important why has the Governor waited till session is two-thirds over to even put out details of his backroom bankrolled plan. Our local governments are quite literally re-building our state's prosperity and economic diversification. Governor Sisolak is less worried about working with our counties and more interested in forcing them to accept proposals with little to no details. If we are going to meet the needs of our state, we are going to need a cohesive and integrated approach to move forward together."

###



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

Meeting date: 5/4/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Discussion/For Possible Action: Approve and authorize the County Manager to sign an approximately one-month and \$4,000 extension to an existing contract between Storey County and Silver State Government Relations for lobbying and government affairs services during the 2021 Nevada legislative session.
- **Recommended motion:** I [commissioner] motion to authorize the County Manager to sign an approximately one-month and \$4,000 extension to an existing contract between Storey County and Silver State Government Relations for lobbying and government affairs services during the 2021 Nevada legislative session.
- **Prepared by:** Austin Osborne

Department:

Contact Number: 7758470968

- **Staff Summary:** Silver State Government Relations has lobbied for and provided related assistance to Storey County on proposed legislation regarding Innovation Zones.
- **Supporting Materials:** See attached
- **Fiscal Impact:** \$4,000
- **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

Contract for Lobbyist Services
Between
Storey County
and
Silver State Government Relations

THIS AGREEMENT is entered into by and between Silver State Government Relations, 204 N. Minnesota Street Carson City NV 89703, legislative and government relations lobbyists, together with its successors and assigns, as an independent contractor, hereinafter referred to as "Contractor" and Storey County, Nevada, hereinafter referred to as "ORGANIZATION."

Whereas ORGANIZATION is authorized to enter into Contracts with Independent Contractors.

Whereas it is both necessary and in the best interests of ORGANIZATION to enter into the Contract.

Now therefore, in consideration of the aforesaid promises, the parties mutually agree as follow:

1. DEFINITIONS. "ORGANIZATION" means Storey County, Nevada, and is organized under the laws of the State of Nevada.
2. CONTRACT TERM. This Contract shall be effective from March 15, 2021 to June 15, 2021, unless sooner terminated by either party as specified in paragraph eight (8).
3. NOTICE. All notices or other communications required or permitted to be given under the Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.
4. INCORPORATED DOCUMENTS. The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: Scope of Work

5. COMPENSATION for services rendered Contractor shall receive the following compensation:
 - a. \$4,000 per month commencing March 15, 2021, with \$1,000 applied to April 16 through May 4, 2021. Contract continuance and payment to June 15, 2021, subject to approval by the Board of Storey County Commissioners.
 - b. If parties agree to extend the contract related to additional work on the subject at hand [Innovation Zones], contract term may be extended by mutual agreement.
6. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
7. INSPECTION & AUDIT.
 - a. Books and Records. Contractor agrees to keep and maintain true and complete records, contracts, books, and documents as are necessary to fully disclose to ORGANIZATION, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
 - b. Inspection and Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentations, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by an auditor.
8. CONTRACT TERMINATION.
 - c. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.
 - d. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:
 - i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

- iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - iv. If ORGANIZATION materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform.
 - b. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph three (3), and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
 - c. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:
 - i. 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. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by ORGANIZATION;
 - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by ORGANIZATION;
 - iv. Contractor shall preserve, protect and promptly deliver into ORGANIZATION possession all proprietary information.
- 9. ASSIGNMENT AND BINDING EFFECT. This Agreement shall be binding on and shall inure to the benefit of the respective successors and assigns of the Contractor and ORGANIZATION subject to the rights of the parties to terminate said Agreement as provided herein, but no assignment of this Agreement or any payments provided to be made hereunder shall be effective without written consent from the other parties.
- 10. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
- 11. INDEPENDENT CONTRACTOR. Contractor is associated with ORGANIZATION only for the purposes and to the extent specified in this Contract, and in respect to

performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for ORGANIZATION whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and ORGANIZATION shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of ORGANIZATION; (4) participation or contributions by either Contractor or ORGANIZATION to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by ORGANIZATION. Contractor shall indemnify and hold ORGANIZATION harmless from, and defend ORGANIZATION against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of ORGANIZATION. ORGANIZATION and contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such.

12. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law.
13. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of the Contract unenforceable.
14. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by ORGANIZATION, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any

rights, obligations or duties under this Contract without the prior written consent of ORGANIZATION.

15. CONFIDENTIALITY. Parties shall keep confidential all information, in whatever form, produced, prepared, observed or received by the receiving party pursuant to this Contract to the extent that such information is confidential by law or otherwise required by this Contract.

16. WARRANTIES.

A. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

17. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

William Adler, Principal, Silver State Government Relations

Date

Austin Osborne, County Manager, Storey County

Date

Contract for Lobbyist Services
Between
Storey County
and
Silver State Government Relations

THIS AGREEMENT is entered into by and between Silver State Government Relations, 204 N. Minnesota Street Carson City NV 89703, legislative and government relations lobbyists, together with its successors and assigns, as an independent contractor, hereinafter referred to as "Contractor" and Storey County, Nevada, hereinafter referred to as "ORGANIZATION."

Whereas ORGANIZATION is authorized to enter into Contracts with Independent Contractors.

Whereas it is both necessary and in the best interests of ORGANIZATION to enter into the Contract.

Now therefore, in consideration of the aforesaid promises, the parties mutually agree as follow:

1. DEFINITIONS. "ORGANIZATION" means Storey County, Nevada, and is organized under the laws of the State of Nevada.
2. CONTRACT TERM. This Contract shall be effective from March 15, 2021 to June 15, 2021, unless sooner terminated by either party as specified in paragraph eight (8).
3. NOTICE. All notices or other communications required or permitted to be given under the Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.
4. INCORPORATED DOCUMENTS. The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: Scope of Work

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 - a. \$4,000 per month commencing March 15, 2021, with \$1,000 applied to April 16 through May 4, 2021. Contract continuance and payment to June 15, 2021, subject to approval by the Board of Storey County Commissioners.
 - b. If parties agree to extend the contract related to additional work on the subject at hand [Innovation Zones], contract term may be extended by mutual agreement.
6. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
7. INSPECTION & AUDIT.
 - a. Books and Records. Contractor agrees to keep and maintain true and complete records, contracts, books, and documents as are necessary to fully disclose to ORGANIZATION, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
 - b. Inspection and Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentations, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by an auditor.
8. CONTRACT TERMINATION.
 - c. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.
 - d. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:
 - i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

- iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - iv. If ORGANIZATION materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform.
- b. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph three (3), and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- c. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:
- i. 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. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
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 - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by ORGANIZATION;
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10. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
11. INDEPENDENT CONTRACTOR. Contractor is associated with ORGANIZATION only for the purposes and to the extent specified in this Contract, and in respect to

performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for ORGANIZATION whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and ORGANIZATION shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of ORGANIZATION; (4) participation or contributions by either Contractor or ORGANIZATION to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by ORGANIZATION. Contractor shall indemnify and hold ORGANIZATION harmless from, and defend ORGANIZATION against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of ORGANIZATION. ORGANIZATION and contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such.

12. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law.
13. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of the Contract unenforceable.
14. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by ORGANIZATION, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any

rights, obligations or duties under this Contract without the prior written consent of ORGANIZATION.

15. CONFIDENTIALITY. Parties shall keep confidential all information, in whatever form, produced, prepared, observed or received by the receiving party pursuant to this Contract to the extent that such information is confidential by law or otherwise required by this Contract.

16. WARRANTIES.

A. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

17. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.



William Adler, Principal, Silver State Government Relations

04/26/20

Date



Austin Osborne, County Manager, Storey County

07/22/21

Date



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: 05/04/21

Estimate of time required: 15 min.

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

1. **Title:** Discussion/For Possible Action: Authorize the County Manager to approve and sign an amended contract with Walker and Associates increasing the monthly fee from \$2,083 to \$4,000 for lobbying and government affairs services.
2. **Recommended motion:** I [commissioner] motion to authorize the County Manager to approve and sign an amended contract with Walker and Associates increasing the monthly fee from \$2,083 to \$4,000 for lobbying and government affairs services.
3. **Prepared by:** Austin Osborne

Department: County Manager **Telephone:** 775-847-0968
4. **Staff summary:** Walker and Associates have for years lobbied for and provided related assistance to Storey County on proposed legislation affecting Storey County and the Quad-County region including Douglas, Lyon, Carson City, and Storey counties.
5. **Supporting materials:**
6. **Fiscal impact:**
a. Funds Available: Fund: _____ Comptroller
7. **Legal review required:** _____ District Attorney
8. **Reviewed by:**
a. _____ Department Head Department Name:
b. ___@___ County Manager Other agency review:
9. **Board action:**
a. [] Approved [] Approved with Modifications
b. [] Denied [] Continued
i. Agenda Item No.

9

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this 4th day of May, 2021, by and between Storey County (hereinafter referred to as "the County") and Walker & Associates (hereinafter referred to as "the Consultant").

WITNESSETH:

WHEREAS, the County desires to have the Consultant provide specified services during the term of this Agreement; and,

WHEREAS, the County and the Consultant desire to provide a full statement of their respective rights, obligations and duties in connection with the performance of the Consultant's duties hereunder;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties do mutually agree as follows:

SECTION I: CONSULTANT'S SERVICES

A. The Consultant shall provide advice and Consultant services with respect to matters concerning the County in connection with general legislative issues. These services will include, but are not limited to, preparing documents, research and fiscal analysis for the legislative committees, meeting with legislators, monitoring legislative committees and statewide financial committees, monitoring and providing updates of pending legislation.

B. The services shall also include assisting the County in formulating and finalizing a legislative strategy for Legislative sessions including the development of bill drafts for local and regional issues, working with legislators and NACO regarding upcoming legislative issues and the submittal of bill drafts to the Legislature.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. The County agrees to pay the Consultant \$4,000.00 per month, commencing on May 4, 2021.

B. The Consultant shall invoice the County on or near the 1st of each month for the services provided. All payments shall be due within 15 days after the County receives the invoice from the Consultant. Failure to pay the agreed upon amount as per Paragraph A of this Section will constitute a breach of this agreement.

SECTION III: TERM AND TERMINATION

A. This agreement shall remain in effect for the term beginning, May 4, 2021, and ending on the date the services are provided, but in no event, shall said ending date extend beyond June 30, 2023.

B. Either party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other party. The Consultant is entitled to pro rata fees up to any termination date, only if the County terminates this agreement.

SECTION IV: INDEPENDENT CONTRACTOR AND SUBCONTRACTOR

A. The Consultant is performing the services and duties required hereunder as an independent contractor and not as an employee, agent, partner of, nor joint venturer with the County.

C. The Consultant may retain employees or other professional service providers to perform the services required by this agreement. Such employees or other professional service providers will be the obligation of the Consultant.

D. Consultant shall be responsible to pay all taxes, workers compensation, unemployment insurance FICA and all other employee costs related to the Consultant performance of service under this agreement.

E. County and Consultant each shall procure and maintain adequate insurance for protection of each from claims under worker's compensation acts, from claims for damages because of bodily injury, sickness, disease or death of their respective employees and any other person, and from claims or damages because of injury to or the destruction of property, including the loss of use thereof.

SECTION V: SERVICES TO BE PERFORMED

A. The Consultant shall be responsible for the professional quality, timely completion, and coordination of all services furnished by the Consultant.

B. The County understands that the Consultant will act solely in an advisory and consulting capacity. The Consultant cannot and will not make decisions on behalf of the County. Any final decisions about any of the matters for which the Consultant has been retained remain solely the County.

D. No services or work performed shall be released without the express written permission of the County.

SECTION VI: MISCELLANEOUS

A. Any notice required or permitted by this Agreement shall be in writing and shall be

deemed given at the time it is deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given as follows:

CONSULTANT Mary C. Walker
Walker & Associates
661 Genoa Lane
Minden, NV 89423

COUNTY: Austin Osborne
Storey County Manager
26 B Street
Virginia City, NV 89440

B. This agreement may not be assigned by either party without the express written consent of the other party.

C. The County and the Consultant agree that this agreement does not constitute an exclusive relationship. Nothing herein shall be construed as a limitation upon the right of the Consultant to engage in any other consulting agreement, service agreement, business venture or other activity.

D. This agreement will be interpreted and enforced under Nevada Law. Any lawsuits to enforce any part of this agreement must be brought in a Nevada Court.

E. This agreement is solely for the benefit of the parties hereto. This agreement shall not create any right in or benefit to any other persons or entities or members of the general public.

F. This agreement embodies the whole agreement between the parties. There are no inducements, promises, terms, conditions or obligations made or entered into by the County or the Consultant other than those contained in the agreement.

IN WITNESS WHEREOF, the County and the Consultant have duly executed this Agreement on the date first written above.

WALKER & ASSOCIATES

STOREY COUNTY

Mary C. Walker

Date: _____

Austin Osborne, County Manager

Date: _____

ATTEST:

By: _____
Vanessa Stephens, County Clerk

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this 4th day of May, 2021, by and between Storey County (hereinafter referred to as "the County") and Walker & Associates (hereinafter referred to as "the Consultant").

WITNESSETH:

WHEREAS, the County desires to have the Consultant provide specified services during the term of this Agreement; and,

WHEREAS, the County and the Consultant desire to provide a full statement of their respective rights, obligations and duties in connection with the performance of the Consultant's duties hereunder;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties do mutually agree as follows:

SECTION I: CONSULTANT'S SERVICES

A. The Consultant shall provide advice and Consultant services with respect to matters concerning the County in connection with general legislative issues. These services will include, but are not limited to, preparing documents, research and fiscal analysis for the legislative committees, meeting with legislators, monitoring legislative committees and statewide financial committees, monitoring and providing updates of pending legislation.

B. The services shall also include assisting the County in formulating and finalizing a legislative strategy for Legislative sessions including the development of bill drafts for local and regional issues, working with legislators and NACO regarding upcoming legislative issues and the submittal of bill drafts to the Legislature.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. The County agrees to pay the Consultant \$4,000.00 per month, commencing on May 4, 2021.

B. The Consultant shall invoice the County on or near the 1st of each month for the services provided. All payments shall be due within 15 days after the County receives the invoice from the Consultant. Failure to pay the agreed upon amount as per Paragraph A of this Section will constitute a breach of this agreement.

SECTION III: TERM AND TERMINATION

A. This agreement shall remain in effect for the term beginning, May 4, 2021, and ending on the date the services are provided, but in no event, shall said ending date extend beyond June 30, 2023.

B. Either party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other party. The Consultant is entitled to pro rata fees up to any termination date, only if the County terminates this agreement.

SECTION IV: INDEPENDENT CONTRACTOR AND SUBCONTRACTOR

A. The Consultant is performing the services and duties required hereunder as an independent contractor and not as an employee, agent, partner of, nor joint venturer with the County.

C. The Consultant may retain employees or other professional service providers to perform the services required by this agreement. Such employees or other professional service providers will be the obligation of the Consultant.

D. Consultant shall be responsible to pay all taxes, workers compensation, unemployment insurance FICA and all other employee costs related to the Consultant performance of service under this agreement.

E. County and Consultant each shall procure and maintain adequate insurance for protection of each from claims under worker's compensation acts, from claims for damages because of bodily injury, sickness, disease or death of their respective employees and any other person, and from claims or damages because of injury to or the destruction of property, including the loss of use thereof.

SECTION V: SERVICES TO BE PERFORMED

A. The Consultant shall be responsible for the professional quality, timely completion, and coordination of all services furnished by the Consultant.

B. The County understands that the Consultant will act solely in an advisory and consulting capacity. The Consultant cannot and will not make decisions on behalf of the County. Any final decisions about any of the matters for which the Consultant has been retained remain solely the County.

D. No services or work performed shall be released without the express written permission of the County.

SECTION VI: MISCELLANEOUS

A. Any notice required or permitted by this Agreement shall be in writing and shall be

deemed given at the time it is deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given as follows:

CONSULTANT Mary C. Walker
Walker & Associates
661 Genoa Lane
Minden, NV 89423

COUNTY: Austin Osborne
Storey County Manager
26 B Street
Virginia City, NV 89440

B. This agreement may not be assigned by either party without the express written consent of the other party.

C. The County and the Consultant agree that this agreement does not constitute an exclusive relationship. Nothing herein shall be construed as a limitation upon the right of the Consultant to engage in any other consulting agreement, service agreement, business venture or other activity.

D. This agreement will be interpreted and enforced under Nevada Law. Any lawsuits to enforce any part of this agreement must be brought in a Nevada Court.

E. This agreement is solely for the benefit of the parties hereto. This agreement shall not create any right in or benefit to any other persons or entities or members of the general public.

F. This agreement embodies the whole agreement between the parties. There are no inducements, promises, terms, conditions or obligations made or entered into by the County or the Consultant other than those contained in the agreement.

IN WITNESS WHEREOF, the County and the Consultant have duly executed this Agreement on the date first written above.

WALKER & ASSOCIATES

STOREY COUNTY

Mary C. Walker

Date: _____

Austin Osborne, County Manager

Date: _____

ATTEST:

By: _____
Vanessa Stephens, County Clerk



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 5/4/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of Proclamation for Nevada Wildfire Awareness Campaign, May-October 2021
- **Recommended motion:** Approval
- **Prepared by:** Ashley Mead

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

- **Staff Summary:** Wildfire can threaten Nevadan communities and impact homes, property and human life. The key to minimizing the wildfire impact in Nevada is proactive communities that take steps to prepare and become fire adaptive. We would like to ask the Commissioners to please adopt this proclamation for Nevada Wildfire Awareness Campaign, May-October 2021
- **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 RESOLUTION
IN SUPPORT OF THE
NEVADA WILDFIRE AWARENESS CAMPAIGN, MAY – OCTOBER 2021**

WHEREAS, wildfire significantly impacts Nevada's environmental, economic and social well-being; and

WHEREAS, residents of Nevada's fire-prone communities need to accept responsibility for living in high fire-hazard areas; and

WHEREAS, residents can save precious time in an evacuation by preparing a go- bag and family evacuation plan ahead of time; and

WHEREAS, residents must prepare to survive wildfire by ensuring proper management of vegetation surrounding the home and appropriate home construction and maintenance to resist ignition; and

WHEREAS, residents need to work together to prepare their homes and communities to survive wildfire and commit to become fire adapted;

THEREFORE, the **Storey** County Board of County Commissioners proclaim the period of May – October 2021 as the Nevada Wildfire Awareness Campaign.

This is a means for education and a call for residents of **Storey** County to act now to reduce the wildfire threat, prepare for wildfire and become fire adapted.

Passed, Approved and Adopted this 4th day of **May** 2021, by **Jay Carmona**, Chairman of **Storey** County.

Attest:

Jay Carmona, Chariman

Vanessa Stephens, Clerk & Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 5/4/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5

Agenda Item Type: Discussion/Possible Action

- **Title:** A possible item adjustment to the 001-117-64160-000 Capital Project in the amount of \$26,095.00 to purchase and install a new recorder for the radio and phone in our new facility. The recorder is needed for proper records of phone calls and radio traffic.
- **Recommended motion:** motion to approve the adjustment to the 001-117-64160-000 not to exceed \$26,095.00 to purchase and install upgraded recorder for the radio and phone in our new facility. It is needed for proper records.
- **Prepared by:** Becky Parsons

Department: **Contact Number:** 775-847-0930

- **Staff Summary:** The new Emergency Communications Center will need a new recorder with proper security of our records of phone and radio traffic. This is a 5-year contract along with the other equipment that has been purchased. This upgrade will help with storage and additional techniques within the program to properly record or redact the information allowed by law.
- **Supporting Materials:** See attached
- **Fiscal Impact:** Funds Available
- **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

Customer: Public Safety
Agency: Eventide NextLog Quote
Stoney County Sheriff's Office

Quote Number: ATT-SCSO-E4385-A
Quote Date: 2/4/2020
Quote Expires: 5/4/2020



Quote Option: A
Description: PSAP Communications Recording with Installation, Training, and 5 years software maintenance and remote support to AT&T

Eventide NextLog DXS 15-Substation
Description: 15-Channel Analog Recorder, with ANI/ALL and 4TB NAS

\$ 26,095.00

Note: Technical questions about this quote should be directed to:

AT&T Public Safety

Attn: Kent Ames

ka3160@att.com

(530) 400-1987

Note: Services pricing for this quote is based upon complete order of all items quoted and implementation as a single project

Resources to be recorded:

3 VESTA Positions

4 CAMA Analog 911 Trunks

4 admin lines, analog

2 radio channels (Sheriff and Fire), two-wire analog handoff required [CCOW or Consolette]

2 radio consoles, analog LTR handoff required

1 Misc. analog line

The following features were requested by AT&T:

Optional ANI/ALL integration

Optional NAS Archive

NOTE: This is a one-time special quote for services (travel time and expenses only installation) and 5 years discounted remote support

Customer Public Safety
Agency
Quote Option

Eventide NextLog Quote
Storey County Sheriff's Office
A

Quote Number
Quote Date
Quote Expires

ATT-SCSO-E44270-A1
3/15/2021
6/13/2021



Description:		16-Channel Analog Recorder, with ANI/ALI, and 4TB NAS					
Part No.		List Price (USD)	Customer Cost	DXSUS applies?	QTY Needed	Est. Customer Cost	
NextLog7400X	NextLog 740 DX-Series Recording Solution (includes build, configure, and ship to site) Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, NextLog DX-Series software, web-based configuration manager, audio controls & amplified speaker on front panel, dual hot-swap 120-240VAC 50/60Hz power supplies and first year hardware warranty. Requires ongoing Eventide DX Software Update Subscription (DXSUS) for access to critical DX-Series Software & Security Updates.	\$ 7,995.00	\$ 5,865.00	Y	1	\$ 5,865.00	
Part No.	NextLog 740 DX-Series Front Panel Choices (Select One)						
DX701	Integrated 7" Color LCD Touch Screen Display for NextLog 740 DX-Series	\$ 1,595.00	\$ 1,170.00	Y	0	\$ 0.00	
DX702	Non-Display Front Panel - NextLog 740 DX-Series (Standard)	\$ 0.00	\$ 0.00	Y	1	\$ 0.00	
Part No.	NextLog 740 DX-Series Storage Array Choices (Select One)						
DX799	Upgrade NextLog 740 DX-Series (at time of order) to 2x1TB Hot-Swap RAID1+1TB storage	\$ 1,850.00	\$ 1,355.00	Y	1	\$ 1,355.00	
Part No.	NextLog 740 DX-Series Archive Drive Choices (Select One)						
DX730	Standard NextLog 740 DX-Series Archive: 1 Blu-ray Drive (also supports single-side DVD-RAM media)	\$ 0.00	\$ 0.00	Y	1	\$ 0.00	
Part No.	NextLog 740 DX-Series RAID Options						
DX750	24 port GPO PCI Card/Cable I/O, non-hot-swap (for NextLog 740 DX-Series recorder only)	\$ 1,295.00	\$ 950.00	Y	1	\$ 950.00	
Part No.	NextLog 740 DX-Series Rack Mount Slides Options						
324330	Rack Mount Slides - 4 Post, 3U (for NextLog 740DX)	\$ 360.00	\$ 265.00	Y	1	\$ 265.00	
Part No.	Analog Input Cards for NextLog 740 DX-Series and NextLog 840 DX-Series Recorders (and MD41200 Option)						
DXANA16	16-Channel Analog PCI (PCI Express) Card, 16 Ch. Licenses	\$ 4,000.00	\$ 2,935.00	Y	1	\$ 2,935.00	
Part No.	Cables and Quick-Install Kits for Analog Cards and Digital PCI Cards in DX-Series NextLog Recorders						
264242-003	9 ft. Cable for Analog or Digital PCI Card	\$ 92.00	\$ 65.00	N	1	\$ 65.00	
Part No.	MediaWorlds DX - Web Access Playback Licenses						
271063	8 pack MediaWorlds DX (web) comment license	\$ 995.00	\$ 730.00	Y	1	\$ 730.00	
271111	Eventide MP3 option for MediaWorlds LX	\$ 195.00	\$ 145.00	Y	1	\$ 145.00	
Part No.	Popular Options and Service						
271109	Eventide SSL Enabler option	\$ 0.00	\$ 0.00	Y	1	\$ 0.00	
Part No.	Quality Assurance Licenses						
Part No.	PSAP 9-1-1 Interfaces and Other Integrations						
209029	911 MENA ANI/ALI CAD SMI Integration - USA/Canada only OPTIONAL	\$ 3,495.00	\$ 2,565.00	Y	1	\$ 2,565.00	
Part No.	Software Upgrade Subscription, for DX-Series Recorders, Virtual Recording Solutions and Smart Gateways						
DXSUS-12MO	Software Upgrade Subscription (DXSUS) for complete DX-Series recording Solution, DX-Series Virtual Recording Solution and DX-Series Smart Gateway. Continuous DXSUS subscription is required for access to versions and updates. Price is per 12-month period, after the first 12 months, 3% of Total List Price. (Non-Discountable)	3% of Total List Price	\$ 870.00	N	4	\$ 3,480.00	
Part No.	Network-Attached Storage Archive (NAS) and Other Peripherals						
RMNAS4TB	Rackmount 4TB NAS, 1U w/ 4x2TB (RAID 5 + Hot Spare) OPTIONAL	\$ 3,061.82	\$ 2,260.00	N	1	\$ 2,260.00	
Part No.	Implementations, Remote Project Management, On-Site Installation, and Training Services						
GOSP5-22A	1-24 Channels (SPECIAL PRICING, ONE-TIME TRAVEL TIME & EXPENSES ONLY)	\$ 15,445.45	\$ 11,325.00	N	1	\$ 1,500.00	
Part No.	Additional Years Gosperco Tier 2, Remote Support Only, (Eventide Warranties Parts Year 1, Customer Warranties Parts Ongoing Years)						
GOSWP-T2R-A	1-24 Channels (SPECIAL PRICING, ONE-TIME - SPECIAL CIRCUMSTANCES)	\$ 2,718.18	\$ 995.00	N	4	\$ 3,980.00	

Total Est. Customer Cost
Tax Exempt
Customer System and Services Total

\$ 26,295.00
\$ 26,295.00



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 5/4/2021 10:00 AM -

Estimate of Time Required: 30 minutes

BOCC Meeting

Agenda Item Type: Discussion/Possible Action

- **Title:** Storey County Final Budget Update
- **Recommended motion:** no motion discussion only
- **Prepared by:** Jennifer McCain

Department:

Contact Number: 775-247-1133

- **Staff Summary:** Attached budget summary
- **Supporting Materials:** See attached
- **Fiscal Impact:** yes
- **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

General Fund

	2017-18 Audit	2018-2019 Audit	2019-2020 Audit	2020-2021 Final	2021-22 Tentative	2021-22 Final
REVENUES						
Taxes (Secured + Unsecured)	10,095,487	10,756,962	12,623,037	10,134,249	10,266,843	10,266,843
Centrally Assessed				1,802,302	1,923,000	1,923,000
Youth Services	24,405	27,219	31,383	23,965	32,613	32,613
License & Permits	1,688,848	2,678,554	2,719,322	1,656,000	1,471,230	1,471,230
Intergovernmental	2,325,740	2,395,011	2,610,988	2,625,115	2,015,325	2,015,325
Charges for Services	2,703,547	2,527,094	2,117,184	1,632,500	1,864,766	1,864,766
Fines	4,981	8,340	164,142	126,400	125,700	125,700
Interest & Misc	527,907	1,182,490	1,382,571	274,000	225,350	225,350
Misc						
Indigent Assistance						
From Fire District						
Transfer from Ind Acc / Grants						
Prior year adj						
Total Revenues	17,370,915	19,575,670	21,648,627	18,274,531	17,924,827	17,924,827
EXPENDITURES						
<u>Commissioners</u>						
Salaries/Wages	357,104	454,337	288,925	332,942	383,014	334,850
Benefits	193,665	184,618	178,109	209,085	232,664	202,348
Service & Supplies	33,868	76,244	27,445	102,651	525,181	721,181
Capital Outlay			1,161		0	0
	584,637	715,199	495,640	644,678	1,140,859	1,258,379
<u>Clerk/Treasurer</u>						
Salaries/Wages	220,752	225,248	224,838	249,302	244,215	244,215
Benefits	120,544	119,327	137,693	140,851	155,664	161,927
Service & Supplies	168,159	233,942	165,088	133,152	180,165	180,165
Capital Outlay						
	509,455	578,517	527,619	523,305	580,044	586,307
<u>Recorder</u>						
Salaries/Wages	159,238	190,194	163,936	157,263	168,334	168,334
Benefits	75,577	94,026	76,054	85,516	97,451	94,362
Service & Supplies	39,488	50,576	88,207	57,662	47,900	47,900
Capital Outlay			372	1,500	0	
	274,303	334,796	328,569	301,941	313,685	310,596
<u>Assessor</u>						
Salaries/Wages	209,393	294,145	255,884	273,363	241,749	241,749
Benefits	106,388	149,805	131,516	161,368	163,897	156,668
Service & Supplies	41,579	145,150	91,301	82,415	87,710	87,710
Capital Outlay	6,145					
	363,505	589,100	478,701	517,146	493,356	486,127

General Fund

	2017-18 Audit	2018-2019 Audit	2019-2020 Audit	2020-2021 Final	2021-22 Tentative	2021-22 Final
<u>Administrative</u>						
Salaries/Wages	231,257	210,884	271,948	205,903	137,294	185,458
Benefits	111,168	111,721	315,621	308,953	59,436	280,838
Service & Supplies	650,802	709,979	610,039	770,924	297,410	297,410
Capital Outlay	3,497	3,518				
	996,724	1,036,102	1,197,608	1,285,780	494,140	763,706
<u>Bldg & Grounds</u>						
Salaries/Wages	119,865	133,045	138,428	164,698	254,206	254,206
Benefits	55,942	64,331	74,636	82,790	141,851	142,859
Service & Supplies	143,931	143,969	160,270	194,554	283,294	283,294
Capital Outlay		71,768	1,299	12,500	6,000	6,000
	319,738	413,113	374,633	454,542	685,351	686,359
<u>Sheriff/Jail</u>						
Salaries/Wages	1,968,167	2,137,080	2,074,072	2,478,230	2,537,563	2,537,563
Benefits	1,197,927	1,215,659	1,265,826	1,681,865	1,800,839	1,746,103
Service & Supplies	433,580	564,313	447,508	508,930	549,085	549,085
Capital Outlay	88,158	72,587	17,648	6,000	0	
Debt Service						
	3,687,832	3,989,639	3,805,054	4,675,025	4,887,487	4,832,751
<u>Community Development</u>						
Salaries/Wages	546,352	598,245	412,260	534,103	537,428	537,428
Benefits	179,458	187,875	198,552	303,232	309,122	296,887
Service & Supplies	212,010	144,702	85,658	131,129	154,309	149,953
Capital Outlay			980			
	937,820	930,822	697,450	968,464	1,000,859	984,268
<u>DA</u>						
Salaries/Wages	331,726	346,891	369,647	389,962	406,756	406,756
Benefits	158,395	168,731	184,476	193,876	210,049	216,312
Service & Supplies	180,061	156,188	129,265	423,977	419,750	419,750
Capital Outlay						
Debt Service						
	670,182	671,810	683,388	1,007,815	1,036,555	1,042,818
<u>District Court</u>						
Salaries/Wages						
Benefits						
Service & Supplies	146,117	131,780	165,682	184,500	187,500	187,500
Capital Outlay						
	146,117	131,780	165,682	184,500	187,500	187,500
<u>JOP</u>						
Salaries/Wages	200,542	232,376	254,736	272,339	282,517	282,517
Benefits	99,930	105,295	133,751	160,616	177,084	170,724
Service & Supplies	16,379	29,335	21,497	33,500	47,600	47,600
Capital Outlay						
	316,851	367,006	409,984	466,455	507,201	500,841
<u>Health & Human Services</u>						
Salaries/Wages	6,461	6,777	6,911	7,229	4,574	4,574
Benefits	3,262	2,905	3,060	3,385	2,569	2,642
Service & Supplies	95,444	86,402	92,619	145,000	151,000	151,000
Capital Outlay						
	105,167	96,084	102,590	155,614	158,143	158,215

General Fund

	2017-18 Audit	2018-2019 Audit	2019-2020 Audit	2020-2021 Final	2021-22 Tentative	2021-22 Final
<u>Pool & Parks</u>						
Salaries/Wages	62,036	63,073	65,964	75,530	77,560	77,560
Benefits	13,552	13,451	15,652	20,419	21,315	21,453
Service & Supplies	40,147	28,342	37,809	61,636	20,372	20,372
Capital Outlay			6,903	3,000		
	115,735	104,866	126,328	160,585	119,247	119,385
<u>Community Relations</u>						
Salaries/Wages	140,952	143,681	192,770	194,110	152,400	152,400
Benefits	57,289	56,957	70,525	78,016	56,454	54,395
Service & Supplies	621,811	688,064	838,593	1,032,807	1,099,870	1,157,870
Capital Outlay						
	820,052	888,702	1,101,888	1,304,933	1,308,724	1,364,665
<u>Communications</u>						
Salaries/Wages	579,411	610,978	651,013	669,215	705,654	705,654
Benefits	260,908	249,717	304,788	325,580	348,281	358,974
Service & Supplies	66,413	95,205	72,644	160,602	149,650	153,130
Capital Outlay		20,123		45,000	5,000	5,000
	906,732	976,023	1,028,445	1,200,397	1,208,585	1,222,758
<u>Service Dept</u>						
Salaries/Wages	147,448	194,894	202,530	216,426	244,477	247,703
Benefits	68,469	94,151	110,660	111,175	146,338	143,890
Service & Supplies	50,806	69,850	51,727	82,084	86,740	86,740
Capital Outlay	3,750	95,372	23,163	5,000	20,000	20,000
	270,473	454,267	388,080	414,685	497,555	498,333
<u>IT Dept</u>						
Salaries/Wages	233,470	266,248	287,668	305,069	323,737	371,787
Benefits	117,487	152,919	173,509	196,807	216,542	243,001
Service & Supplies	138,325	124,484	154,497	365,325	389,950	391,950
Capital Outlay	35,616	250,484	168,428	23,000	19,380	19,380
	524,898	794,135	784,102	890,201	949,609	1,026,118
<u>Comptroller</u>						
Salaries/Wages	244,173	270,706	301,901	316,388	239,012	239,012
Benefits	117,975	134,511	198,135	181,000	153,474	148,144
Service & Supplies	102,941	81,707	91,140	108,240	113,925	113,925
Capital Outlay						
	465,089	486,924	591,176	605,628	506,411	501,081
<u>Emg Management</u>						
Salaries/Wages	21,678	25,946	20,734	26,678	76,050	76,050
Benefits	4,310	2,710	8,081	7,829	34,550	34,065
Service & Supplies	18,995	28,016	46,061	66,178	67,350	67,350
Capital Outlay			4,400			
	44,983	56,672	79,276	100,685	177,950	177,465
<u>Planning</u>						
Salaries/Wages	146,277	157,044	135,443	157,734	161,891	214,141
Benefits	70,707	74,153	69,845	78,536	85,076	114,146
Service & Supplies	52,852	29,002	66,652	250,380	162,100	162,100
Capital Outlay						
	269,836	260,199	271,940	486,650	409,067	490,387

General Fund

	2017-18	2018-2019	2019-2020	2020-2021	2021-22	2021-22
	Audit	Audit	Audit	Final	Tentative	Final
Prelim Expenses		13,875,756	13,638,153	16,349,029	16,662,328	17,198,059
Contingency (no<3% of Expense)				490,471	499,870	515,942
Total Expense			13,638,153	16,839,500	17,162,198	17,714,001
Total Revenue	17,370,915	19,575,670	21,648,627	18,274,531	17,924,827	17,924,827
Revenue vs Expense	5,040,786	-1,349,815	6,955,474	1,435,031	762,629	210,825

Transfer In:**Transfer Out to:**

Roads			400,000	400,000	400,000	400,000
Jail						
TRI-Payback		600,000	600,000	600,000	1,000,000	1,000,000
USDA Fund						
Fire						
Emergency Mitigation			55,000	50,000	78,000	78,000
Pipers		105,000		109,000	110,000	110,000
To Capital Projects		5,000,000			2,000,000	2,000,000
Prior Period adj						
Total Transfer	0	7,049,729	1,055,000	1,159,000	3,588,000	3,588,000

Total Expense + Transfers Out	12,330,129	20,925,485	14,693,153	17,998,500	20,750,198	21,302,001
Total Revenue	17,370,915	19,575,670	6,955,474	18,274,531	17,924,827	17,924,827
Revenue vs Expense	159,238	190,194	163,936	276,031	-2,825,371	-3,377,175

Beginning Fund Bal	10,285,058	12,454,343	11,104,528	9,917,998	18,060,002	10,395,621
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Ending Fund Bal	12,454,343	11,104,528	18,060,002	10,194,029	15,234,631	7,018,446
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4/26/21 jm

Summary - General Fund

	18-19	2019-20	2019-20	20-21	2021-22	2021-22
	Audited	Final	Audit	Final	Tentative	Final
Beginning Fund Balance	12,454,344	11,104,529	11,104,529	18,060,003	18,336,034	18,336,034
Revenue	19,575,670	17,620,350	21,648,627	18,274,531	17,924,827	17,924,827
Expenses	13,875,756	16,696,880	13,638,153	16,839,500	17,162,198	17,714,001
Transfers Out	7,049,729	1,055,000	1,055,000	1,159,000	3,588,000	3,588,000
Ending Fund Balance	11,104,529	10,972,999	18,060,003	18,336,034	15,510,663	14,958,859

Summary - Indigent Medical

	18-19	2019-20	2019-20	20-21	2021-22	2021-22
	Audited	Final	Audit	Final	Tentative	Final
Beginning Fund Balance	484,798	493,466	493,466	528,791	390,299	390,299
Revenue	60,744	60,000	76,562	61,508	65,164	65,164
Expenses	52,076	200,000	41,237	200,000	200,000	200,000
Prior Period Adj						
Ending Fund Balance	493,466	353,466	528,791	390,299	255,463	255,463

Summary - Roads

	18-19	2019-20	2019-20	20-21	2021-22	2021-22
	Audited	Final	Audit	Final	Tentative	Final
Beginning Fund Balance	400,253	930,746	930,746	873,468	481,040	481,040
Revenue	1,249,297	1,552,200	1,143,486	1,346,992	1,132,959	1,132,959
Expenses	710,054	1,866,124	1,600,764	2,139,420	1,796,359	1,821,114
Transfers In	(8,750)		400,000	400,000	400,000	400,000
Prior Period Adj						
Ending Fund Balance	930,746	616,822	873,468	481,040	217,640	192,885

Summary - Emergency Mitigation

	18-19	2019-20	2019-20	20-21	2021-22	2021-22
	Audited	Final	Audit	Final	Tentative	Final
Beginning Fund Balance	(41,391)	(10,692)	(10,692)	31,194	31,194	31,194
Revenue	30,699	95,000	96,225	50,000	78,000	78,000
Expenses	-	40,000	54,339	50,000	78,000	78,000
Prior Period Adj						
Ending Fund Balance	(10,692)	44,308	31,194	31,194	31,194	31,194

Summary -Equipment Acquisition

	18-19	2019-20	2019-20	20-21	2021-22	2021-22
	Audited	Final	Audit	Final	Tentative	Final
Beginning Fund Balance	583,247	2,729,120	2,729,120	2,860,680	3,008,329	3,008,329
Revenue	328,582	312,000	361,866	317,279	328,622	328,622
Expenses	26,709	312,000	230,306	169,630	283,720	283,720
Other Financing Source	1,844,000		(13,000)			
Prior Period Adj						
Ending Fund Balance	2,729,120	2,729,120	2,860,680	3,008,329	3,053,231	3,053,231

Summary - Capital Projects

	18-19 Audited	2019-20 Final	2019-20 Audit	20-21 Final	2021-22 Tentative	2021-22 Final
Beginning Fund Balance	1,342,667	5,729,262	5,729,262	3,362,221	1,946,033	1,946,033
Revenue	93,732	93,000	117,165	93,000	2,093,000	2,093,000
Expenses	1,286,181	-	2,484,206	6,726,988	2,476,000	1,836,000
Other Financing Sources	5,579,044			5,217,800		
Prior Period Adj						
Ending Fund Balance	5,729,262	5,822,262	3,362,221	1,946,033	1,563,033	2,203,033

Summary - Infrastructure

	18-19 Audited	2019-20 Final	2019-20 Audit	20-21 Final	2021-22 Tentative	2021-22 Final
Beginning Fund Balance	2,219,981	1,865,434	1,865,434	2,663,004	2,193,804	2,193,804
Revenue	488,650	425,000	797,570	450,000	500,000	500,000
Expenses		1,000,000	-	919,200	1,137,015	1,137,015
Transfer to Capital Projects	(843,197)					
Prior Period Adj						
Ending Fund Balance	1,865,434	1,290,434	2,663,004	2,193,804	1,556,789	1,556,789

Summary - Stabilization

	18-19 Audited	2019-20 Final	2019-20 Audit	20-21 Final	2021-22 Tentative	2021-22 Final
Beginning Fund Balance	1,000,000	1,000,000	1,000,000	1,000,000	600,000	600,000
Revenue						
Expenses		500,000		400,000	400,000	400,000
Prior Period Adj						
Ending Fund Balance	1,000,000	500,000	1,000,000	600,000	200,000	200,000

Summary - USDA

	18-19 Audited	2019-20 Final	2019-20 Audit	20-21 Final	2021-22 Tentative	2021-22 Final
Beginning Fund Balance	29,187	29,697	29,697	27,198	27,198	27,198
Revenue	4,779,827	393,501	393,500	438,220	500,266	500,266
Expenses	4,528,827	396,000	393,490	5,656,020	500,266	500,266
Other Financing Source	(250,490)			5,217,800		
Prior Period Adj						
Ending Fund Balance	29,697	27,198	29,707	27,198	27,198	27,198

Summary - Drug Court

	18-19 Audited	2019-20 Final	2019-20 Audit	20-21 Final	2021-22 Tentative	2021-22 Final
Beginning Fund Balance	30	20	50	30	30	30
Revenue	450	600	480	400	400	400
Expenses	460	600	500	400	400	400
Prior Period Adj						
Ending Fund Balance	20	20	30	30	30	30

Summary - Technology

	18-19 Audited	2019-20 Final	2019-20 Audit	20-21 Final	2021-22 Tentative	2021-22 Final
Beginning Fund Balance	130,227	177,389	177,389	222,293	196,343	196,343
Revenue	110,771	70,100	136,068	59,050	57,100	57,100
Expenses	63,609	95,000	91,164	85,000	105,000	105,000
Prior Period Adj						
Ending Fund Balance	177,389	152,489	222,293	196,343	148,443	148,443

Summary - Genetic Marker

	18-19 Audited	2019-20 Final	2019-20 Audit	20-21 Final	2021-22 Tentative	2021-22 Final
Beginning Fund Balance	48,787	57,440	57,440	63,055	65,655	65,655
Revenue	14,846	11,500	10,860	11,100	11,100	11,100
Expenses	6,193	5,000	5,245	8,500	6,000	6,000
Prior Period Adj						
Ending Fund Balance	57,440	63,940	63,055	65,655	70,755	70,755

Summary - Indigent Accident

	18-19 Audited	2019-20 Final	2019-20 Audit	20-21 Final	2021-22 Tentative	2021-22 Final
Beginning Fund Balance	5,354	5,354	5,354	22,416	26,802	26,802
Revenue	90,718	89,000	104,616	84,386	89,297	89,297
Expenses	90,718	80,000	87,554	80,000	80,000	80,000
Prior Period Adj						
Ending Fund Balance	5,354	14,354	22,416	26,802	36,099	36,099

Summary - Justice Court Fund

	18-19 Audited	2019-20 Final	2019-20 Audit	20-21 Final	2021-22 Tentative	2021-22 Final
Beginning Fund Balance	44,071	63,681	63,681	81,969	19,969	19,969
Revenue	46,283	46,000	37,598	33,000	67,000	67,000
Expenses	26,673	4,500	19,310	95,000	53,500	53,500
Prior Period Adj						
Ending Fund Balance	63,681	105,181	81,969	19,969	33,469	33,469

Summary - Park Fund

	18-19 Audited	2019-20 Final	2019-20 Audit	20-21 Final	2021-22 Tentative	2021-22 Final
Beginning Fund Balance	132,355	132,355	132,355	132,355	83,926	18,855
Revenue	6,500	6,500	3,189	2,500	100	1,600
Expenses	116,000	116,000	51,618	116,000	80,000	15,000
Prior Period Adj						
Ending Fund Balance	22,855	22,855	83,926	18,855	4,026	5,455

Summary - TRI Payback

	18-19 Audited	2019-20 Final	2019-20 Audit	20-21 Final	2021-22 Tentative	2021-22 Final
Beginning Fund Balance	3,154,850	3,594,263	3,594,263	4,154,354	2,409,354	2,409,354
Revenue						
Expenses	315,587	2,500,000	194,909	2,500,000	3,000,000	3,000,000
Transfers in	755,000	755,000	755,000	755,000	1,274,000	1,274,000
Prior Period Adj						
Ending Fund Balance	3,594,263	1,849,263	4,154,354	2,409,354	683,354	683,354

Summary - Grants

	18-19 Audited	2019-20 Final	2019-20 Audit	20-21 Final	2021-22 Tentative	2021-22 Final
Beginning Fund Balance	84,584	110,074	110,074	119,625	119,625	119,625
Revenue	221,987	93,000	75,672	75,521	192,818	192,818
Expenses	196,497	93,000	66,121	75,521	234,224	234,224
Prior Period Adj						
Ending Fund Balance	110,074	110,074	119,625	119,625	78,219	78,219

Summary - VC Rail Project

	18-19 Audited	2019-20 Final	2019-20 Audit	20-21 Final	2021-22 Tentative	2021-22 Final
Beginning Fund Balance	685,972	545,048	545,048	386,303	1,909,824	1,909,824
Revenue		20,000	-	17,082	350,000	350,000
Expenses		171,000	158,745	166,410	1,393,416	1,393,416
Other Financing Sources	(140,924)					
Prior Period Adj				167,2849		
Ending Fund Balance	545,048	394,048	386,303	1,909,824	866,408	866,408

Summary - VCTC

	18-19 Audited	2019-20 Final	2019-20 Audit	20-21 Final	2021-22 Tentative	2021-22 Final
Beginning Fund Balance	252,991	453,909	453,909	876,961	750,496	750,496
Revenue	1,561,327	1,572,000	1,742,327	1,270,000	1,406,000	1,406,000
Expenses	1,360,409	1,548,726	1,319,275	1,396,465	1,704,602	1,705,067
Prior Period Adj						
Ending Fund Balance	453,909	477,183	876,961	750,496	451,894	451,429

Summary - Piper's Opera House

	18-19 Audited	2019-20 Final	2019-20 Audit	20-21 Final	2021-22 Tentative	2021-22 Final
Beginning Fund Balance	40,610	77,119	77,119	33,635	31,274	31,274
Revenue	151,041	181,000	110,166	161,100	156,000	156,000
Expenses	219,532	255,284	153,650	272,461	281,753	281,657
Transfer In	105,000			109,000	110,000	110,000
Prior Period Adj						
Ending Fund Balance	77,119	2,835	33,635	31,274	15,521	15,617



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 5/4/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** (Continued from 04/20/21) Discussion/Possible Action: Amend the Governmental Services Agreement (GSA) for Storey County Economic Diversification District No. 1 (Tesla) between Storey County, Storey County Fire Protection District, and Tesla, for Fiscal Years 2020/21 - 2023/24 increasing reimbursement amounts for certain services provided to Tesla by the county.
- **Recommended motion:** I (county commissioner) motion to amend the Governmental Services Agreement (GSA) for Storey County Economic Diversification District No. 1 (Tesla) between Storey County, Storey County Fire Protection District, and Tesla, for Fiscal Years 2020/21 - 2023/24 increasing reimbursement amounts for certain services provided to Tesla by the county.
- **Prepared by:** Austin Osborne

Department:

Contact Number: 7758470968

- **Staff Summary:** Sales tax and property tax generated by Tesla are fully abated between 2014 and 2024. A Government Services Agreement (GSA) between Storey County, the Storey County Fire Protection District, and Tesla was executed in 2014 to offset fiscal impacts that the Gigafactory may cause to the county and fire district. Section 5 of the GSA states that in 2018 the parties may revisit certain elements of the agreement to make necessary adjustments based on actual costs at that time. Following roughly 24 months of negotiations, the parties have tentatively agreed to increase the annual contribution Tesla provides to the county for certain government services including, but not limited to, staffing costs for Emergency Management, Dispatch 911, and the District Attorney's Office, and for repairs to Electric Avenue. Remaining GSA cost reimbursements to the county and fire district personnel are proposed to remain unchanged. The GSA expires in Fiscal Year 2024 when tax abatements for Tesla are set to end.
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** TRUE

FIRST AMENDMENT TO GOVERNMENTAL SERVICES AGREEMENT

This First Amendment ("First Amendment") to the Governmental Services Agreement dated June 16, 2015 ("Agreement") is effective as of April __, 2021 ("First Amendment Effective Date"), and is entered into by Tesla, Inc. (f/k/a Tesla Motors, Inc.), a Delaware corporation having offices at 1 Electric Avenue, Sparks, Nevada 89434 ("Tesla"), Storey County, Nevada a political subdivision of the State of Nevada ("County") and the Storey County Fire Protection District, a political subdivision of the State of Nevada ("Fire District"). Tesla, County and Fire District are each referred to herein as a "Party" and together as the "Parties." Capitalized terms used but not defined in this First Amendment shall have the meaning set forth in the Agreement. For good and sufficient consideration, the Parties hereby agree to amend the Agreement as follows:

1. Section 5 of the Agreement shall be deleted in its entirety and replaced as follows:

"5. (a) Tesla agrees to pay the amounts set forth in the annexed Exhibit 1 for payments due prior to the First Amendment Effective Date and amounts set forth in the annexed Exhibit 2 for payments due after the First Amendment Effective Date upon the schedule set forth therein to the County to defray, in whole or in part, the cost of the Governmental Services provided in the District by the County and Fire District during the term of this Agreement.

(b) In addition to the payments referred to in Section 5(a) above, Tesla agrees to reimburse the County for actual documented expenses incurred by the County in connection with overtime worked by Fire District fire fighters and/or EMTs in support of the Tesla facilities up to an annual not to exceed amount of Two Hundred and Fifty Thousand Dollars (\$250,000). County shall submit supporting documentation for the quarterly overtime request along with its quarterly invoice to Tesla and shall reasonably cooperate with Tesla to verify the actual costs incurred.

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

(d) Payments made by Tesla to the County shall be made to the County on behalf of the Fire District and the County is responsible for the disbursement of funds to the Fire District as appropriate.

(e) Tesla and the County are under discussions in connection with the possibility of Tesla taking ownership of 700 feet of Electric Avenue from the Tesla guard shack as it is located at the First Amendment Effective Date to point 700 feet west of the guard shack and the maintenance costs related to that portion of Electric Avenue. Once the Parties come to an agreement in connection with ownership of this portion of Electric Avenue, the Parties will agree in a subsequent writing on proportionate maintenance cost allocations. Tesla shall be responsible for paying only actual documented costs in connection with the mill and overlay work of Electric Avenue from Milan to the Tesla guard shack and from Milan to the USA Parkway with the total amount not to exceed \$2,707,777.

(f) Tesla shall be responsible for paying 66.4% of actual documented cost in connection with the mill and overlay work of Electric Avenue from USA Parkway to Milan Drive, and 100 percent of actual documented costs associated with the same work from Milan Drive to a point 700 feet west of the Tesla guard shack as its location at the time of this agreement. The total amount must not exceed \$2,707,777.

(g) Tesla has received an abatement of permitting fees pursuant to the economic diversification district creation ordinance. In lieu of paying permit fees, the Parties have agreed on a schedule of payments to be made and currently the fees are based upon 1 FTE for plan reviews and inspections. In the event Tesla requests from the County an increase in inspections and plan reviews beyond the scope of 1 FTE, then County shall provide Tesla with a proposed cost increase proportionate to the increased time for Tesla's review and approval. If Tesla elects to move forward with the increased scope and thus increased cost, then Tesla shall be responsible for payment of the increased cost to the County."

2. Section 13 of the Agreement shall be deleted in its entirety and replaced as follows:

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

To Tesla:

1 Electric Avenue
Sparks, Nevada 89434
Attn: Chris Lister

With a copy to:

Tesla Legal Department
PO Box 15430
Fremont CA 94539

To the County:

Attn: County Manager, Storey County
P.O. Box 176
Virginia City, Nevada 89440

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

3. Exhibit B to the Agreement is hereby deleted in its entirety.
4. This First Amendment, together with the Agreement constitutes the entire agreement between the Parties and supersedes all prior and other agreements and understandings with respect to its subject matter, both oral and written, between the Parties. In the event of any conflict between the terms of this First Amendment and any other part of the Agreement the terms of this First Amendment shall take precedence. Unless expressly modified by this First Amendment, all terms of the Agreement remain in effect. This First Amendment may be executed in counterparts, in electronic format, each of which when so executed and delivered will be deemed an original, and all of which taken together will constitute one and the same instrument.

Agreed by both Parties on the date set forth above.

<p style="text-align: center;">Tesla, Inc.</p> <p>By: _____</p> <p>Printed: _____</p> <p>Title: _____</p> <p>Date: _____</p>

<p style="text-align: center;">Storey County, Nevada</p> <p>By: _____</p> <p>Printed: _____</p> <p>Title: _____</p> <p>Date: _____</p>

<p style="text-align: center;">Storey County</p> <p>Attest as to Form:</p> <p>By: _____</p> <p>Printed: _____</p> <p>Title: _____</p> <p>Date: _____</p>

EXHIBIT 1

PAYMENT SCHEDULE FOR PAYMENTS PRIOR TO FIRST AMENDMENT EFFECTIVE DATE

Due Date	Storey County Fiscal Quarter	Storey County Fiscal Year	Payment
6/30/2021	1	2022	264,102
9/30/2021	2	2022	264,102
12/31/2021	3	2022	264,102
3/31/2022	4	2022	264,102
			1,056,409

EXHIBIT 2**PAYMENT SCHEDULE FOR PAYMENTS AFTER TO FIRST AMENDMENT EFFECTIVE DATE**

Due Date	Storey County Fiscal Quarter	Storey County Fiscal Year	Payment
6/30/2021	1	2022	452,459
9/30/2021	2	2022	452,459
12/31/2021	3	2022	452,459
3/31/2022	4	2022	452,459
			1,809,834

Due Date	Storey County Fiscal Quarter	Storey County Fiscal Year	Payment
6/30/2021	1	2023	456,260
9/30/2021	2	2023	456,260
12/31/2021	3	2023	456,260
3/31/2022	4	2023	456,260
			1,825,039

Due Date	Storey County Fiscal Quarter	Storey County Fiscal Year	Payment
6/30/2022	1	2024	460,274
9/30/2022	2	2024	460,274
12/31/2022	3	2024	460,274
3/31/2023	4	2024	460,274
			1,841,095

04/28/21

Tesla Impact Analysis and Reimbursement Summary

Proposed GSA:

PART 1 – Staffing expenses from general services provided by county and fire district (Fire, Sheriff, Emergency Mgt., Dispatch, DA, and Administrative).

[2020/2021]	[2021/2022]	[2022/2023]	[2023/2024]	
1,384,118	1,478,774	1,580,088	1,688,535	Actual calculated expenses without rounding or modification.
1,532,879	1,532,878	1,532,878	1,532,878	2021 GSA Amount Owed -Actual to be paid by Tesla (Averages are applied to 2021-2024).
381,454	388,166	471,617	479,954	2015 GSA Amount Owed.

PART 2 – Staffing Expenses from Fire and Building Inspections and Plan Review.

[2020/2021]	[2021/2022]	[2022/2023]	[2023/2024]	
257,127	271,526	286,731	302,787	Actual to be paid by Tesla (Same as 2015 GSA. Subject to increase based on workload).

PART 3 – Electric Avenue Mill and Re-Pavement.

[2020/2021]	[2021/2022]	[2022/2023]	[2023/2024]	
0	0	1,071,335	0	Tesla pays 100% of cost from USA Parkway to Milan Avenue [see Note (d)]
0	0	1,636,442	0	Tesla pays 66.4% of cost from Milan Avenue to a point 700' west of Tesla guard shack [see Notes (a) and (d)].
0	0	2,707,777	0	Actual to be reimbursed from actual costs by Tesla.

PART 4 – Quint Truck Reimbursement Expenses.

[2020/2021]	[2021/2022]	[2022/2023]	[2023/2024]	
93,732	93,732	93,732	93,732	Actual to be paid by Tesla.

TOTAL

[2020/2021]	[2021/2022]	[2022/2023]	[2023/2024]	
1,883,737	1,898,136	4,621,118	1,929,397	Subtotal (all expenses)
(88,302)	(88,302)	(88,302)	(88,302)	Revenues to county subtracted per 2015 GSA agreement (average taken from 2018-2020).
1,795,435	1,809,834	4,532,816	1,841,095	Total amount owed by Tesla (expenses less revenues). See Exhibit A 2020/2021 retro less payments already made.)

*Notes:

- Abandonment of portions of Electric Avenue subject to board approval per NRS. An amount owed by Storey County to Roger Norman to be agreed upon with abandonment consideration.
- Tesla pays overtime cost (1.5 regular rate) to Fire District up to \$250,000 per year and upon proof of hours worked. Rate is based on staff shown above. This is new from current GSA.
- PART 2 above (Staffing expenses for Building and Fire plan review and inspections) remain subject to adjustment per Ordinance 15.263 and other related agreements.
- Electric Avenue maintenance per engineer CIP report for FY2022/23.
- FTE means Full-Time-Equivalent. E.g., 1 full-time employee equals 1FTE; 2 part-time employees equal 1FTE.
- FT means Full-Time. Amounts include wages/salaries, benefits, insurance, and other staffing costs.
- LPT means Less-Than Part-Time. Amounts include wages, Social Security, workers' comp, etc., but do not include health insurance and other full-time fringe benefits.

These data are not exhaustive.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 5/4/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Fire Preliminary Final Budget Review
- **Recommended motion:** no motion - discussion only
- **Prepared by:** Jennifer McCain

Department: **Contact Number:** 7758471133

- **Staff Summary:** Fire Budget summary attached
- **Supporting Materials:** See attached
- **Fiscal Impact:** Yes
- **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

474 Fire District

4/26/2021 jm

Summary - Fire 250

	2017-18	2018-19	2019-2020	2020-2021	2021-22	2021-22
	Audited	Audited	Audit	Final	Tentative	Final
Beginning Fund Balance	893,072	1,324,050	1,098,632	1,004,067	945,344	945,344
Revenue	5,382,096	6,069,932	6,354,017	5,633,920	7,793,785	7,793,785
Salaries/Wages			3,238,370	3,516,491	4,008,216	4,022,653
Benefits			1,622,366	1,852,446	2,102,413	2,116,283
Service & Supplies			615,503	1,184,004	790,764	798,639
Capital Outlay			10,476		44,538	44,538
Expenses	4,941,588	5,567,162	5,486,715	6,552,941	6,945,931	6,982,113
Revenue vs Expenses					847,854	811,672
Other Financing Sources	562,513	(728,188)	(251,569)	150,000	500,000	500,000
Transfers Out					1,133,518	1,133,518
Contingency					208,378	209,463
Prior Period Adj	(572,043)					
Ending Fund Balance	1,324,050	1,098,632	1,714,365	235,046	951,302	914,035

Summary - Fire Emergency

	2017-18	2018-19	2019-2020	2020-2021	2021-22	2021-22
	Audited	Audited	Audit	Final	Tentative	Final
Beginning Fund Balance	207,141	207,141	207,141	207,141	207,141	207,141
Revenue				205,000	42,859	42,859
Expenses				205,000	250,000	250,000
Prior Period Adj						
Ending Fund Balance	207,141	207,141	207,141	207,141	0	-

Summary - Fire Mutual Aide

	2017-18	2018-19	2019-2020	2020-2021	2021-22	2021-22
	Audited	Audited	Audit	Final	Tentative	Final
Beginning Fund Balance	420,798	896,737	1,277,359	1,277,359	1,127,359	1,127,359
Revenue	857,357	589,354	93,832	300,000	485,600	485,600
Expenses	381,418	208,732	41,952	300,000	485,600	485,600
Transfer Out				150,000	500,000	500,000
Prior Period Adj						
Ending Fund Balance	896,737	1,277,359	1,329,239	1,127,359	627,359	627,359

Summary - Fire Capital Projects

	2017-18	2018-19	2019-2020	2020-2021	2021-22	2021-22
	Audited	Audited	Audit	Final	Tentative	Final
Beginning Fund Balance	1,000,000	927,409	597,405	568,530	296,530	296,530
Revenue					419,641	419,641
Expenses	72,591	330,004	28,875	272,000	366,514	366,514
Prior Period Adj						
Ending Fund Balance	927,409	597,405	568,530	296,530	349,657	349,657

474 Fire District

4/26/2021 jm

Summary - Fire 250

	2017-18	2018-19	2019-2020	2020-2021	2021-22	2021-22
	Audited	Audited	Audit	Final	Tentative	Final

Summary - Fire Grants

New Fund 21-22	2017-18	2018-19	2019-2020	2020-2021	2021-22	2021-22
	Audited	Audited	Audit	Final	Tentative	Final
Beginning Fund Balance					-	
Revenue					1,562,921	1,562,921
Expenses					1,525,645	1,494,420
Prior Period Adj						
Ending Fund Balance	-	-	-	-	37,276	68,501



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 5/4/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** (Continued from 04/20/21) Discussion/Possible Action: Amend the Governmental Services Agreement (GSA) for Storey County Economic Diversification District No. 1 (Tesla) between Storey County, Storey County Fire Protection District, and Tesla, for Fiscal Years 2020/21 - 2023/24 increasing reimbursement amounts for certain services provided to Tesla by the fire district.
- **Recommended motion:** I (fire commissioner) motion to amend the Governmental Services Agreement (GSA) for Storey County Economic Diversification District No. 1 (Tesla) between Storey County, Storey County Fire Protection District, and Tesla, for Fiscal Years 2020/21 - 2023/24 increasing reimbursement amounts for certain services provided to Tesla by the fire district
- **Prepared by:** Austin Osborne

Department:

Contact Number: 7758470968

- **Staff Summary:** Sales tax and property tax generated by Tesla are fully abated between 2014 and 2024. A Government Services Agreement (GSA) between Storey County, the Storey County Fire Protection District, and Tesla was executed in 2014 to offset fiscal impacts that the Gigafactory may cause to the county and fire district. Section 5 of the GSA states that in 2018 the parties may revisit certain elements of the agreement to make necessary adjustments based on actual costs at that time. Following roughly 24 months of negotiations, the parties have tentatively agreed to increase the annual contribution Tesla provides to the county for certain government services including, but not limited to, staffing costs for Emergency Management, Dispatch 911, and the District Attorney's Office, and for repairs to Electric Avenue. The fire district will see increases in the amounts for 6 total staff including 3 Firefighter/EMTs and 3 Firefighter/Paramedics. Remaining GSA cost reimbursements to the county and fire district personnel are proposed to remain unchanged. The GSA expires in Fiscal Year 2024 when tax abatements for Tesla are set to end.
- **Supporting Materials:** See attached
- **Fiscal Impact:**

FIRST AMENDMENT TO GOVERNMENTAL SERVICES AGREEMENT

This First Amendment ("First Amendment") to the Governmental Services Agreement dated June 16, 2015 ("Agreement") is effective as of April __, 2021 ("First Amendment Effective Date"), and is entered into by Tesla, Inc. (f/k/a Tesla Motors, Inc.), a Delaware corporation having offices at 1 Electric Avenue, Sparks, Nevada 89434 ("Tesla"), Storey County, Nevada a political subdivision of the State of Nevada ("County") and the Storey County Fire Protection District, a political subdivision of the State of Nevada ("Fire District"). Tesla, County and Fire District are each referred to herein as a "Party" and together as the "Parties." Capitalized terms used but not defined in this First Amendment shall have the meaning set forth in the Agreement. For good and sufficient consideration, the Parties hereby agree to amend the Agreement as follows:

1. Section 5 of the Agreement shall be deleted in its entirety and replaced as follows:

"5. (a) Tesla agrees to pay the amounts set forth in the annexed Exhibit 1 for payments due prior to the First Amendment Effective Date and amounts set forth in the annexed Exhibit 2 for payments due after the First Amendment Effective Date upon the schedule set forth therein to the County to defray, in whole or in part, the cost of the Governmental Services provided in the District by the County and Fire District during the term of this Agreement.

(b) In addition to the payments referred to in Section 5(a) above, Tesla agrees to reimburse the County for actual documented expenses incurred by the County in connection with overtime worked by Fire District fire fighters and/or EMTs in support of the Tesla facilities up to an annual not to exceed amount of Two Hundred and Fifty Thousand Dollars (\$250,000). County shall submit supporting documentation for the quarterly overtime request along with its quarterly invoice to Tesla and shall reasonably cooperate with Tesla to verify the actual costs incurred.

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

(d) Payments made by Tesla to the County shall be made to the County on behalf of the Fire District and the County is responsible for the disbursement of funds to the Fire District as appropriate.

(e) Tesla and the County are under discussions in connection with the possibility of Tesla taking ownership of 700 feet of Electric Avenue from the Tesla guard shack as it is located at the First Amendment Effective Date to point 700 feet west of the guard shack and the maintenance costs related to that portion of Electric Avenue. Once the Parties come to an agreement in connection with ownership of this portion of Electric Avenue, the Parties will agree in a subsequent writing on proportionate maintenance cost allocations. Tesla shall be responsible for paying only actual documented costs in connection with the mill and overlay work of Electric Avenue from Milan to the Tesla guard shack and from Milan to the USA Parkway with the total amount not to exceed \$2,707,777.

(f) Tesla shall be responsible for paying 66.4% of actual documented cost in connection with the mill and overlay work of Electric Avenue from USA Parkway to Milan Drive, and 100 percent of actual documented costs associated with the same work from Milan Drive to a point 700 feet west of the Tesla guard shack as its location at the time of this agreement. The total amount must not exceed \$2,707,777.

(g) Tesla has received an abatement of permitting fees pursuant to the economic diversification district creation ordinance. In lieu of paying permit fees, the Parties have agreed on a schedule of payments to be made and currently the fees are based upon 1 FTE for plan reviews and inspections. In the event Tesla requests from the County an increase in inspections and plan reviews beyond the scope of 1 FTE, then County shall provide Tesla with a proposed cost increase proportionate to the increased time for Tesla's review and approval. If Tesla elects to move forward with the increased scope and thus increased cost, then Tesla shall be responsible for payment of the increased cost to the County."

2. Section 13 of the Agreement shall be deleted in its entirety and replaced as follows:

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

To Tesla:

1 Electric Avenue
Sparks, Nevada 89434
Attn: Chris Lister

With a copy to:

Tesla Legal Department
PO Box 15430
Fremont CA 94539

To the County:

Attn: County Manager, Storey County
P.O. Box 176
Virginia City, Nevada 89440

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

3. Exhibit B to the Agreement is hereby deleted in its entirety.
4. This First Amendment, together with the Agreement constitutes the entire agreement between the Parties and supersedes all prior and other agreements and understandings with respect to its subject matter, both oral and written, between the Parties. In the event of any conflict between the terms of this First Amendment and any other part of the Agreement the terms of this First Amendment shall take precedence. Unless expressly modified by this First Amendment, all terms of the Agreement remain in effect. This First Amendment may be executed in counterparts, in electronic format, each of which when so executed and delivered will be deemed an original, and all of which taken together will constitute one and the same instrument.

Agreed by both Parties on the date set forth above.

<p style="text-align: center;">Tesla, Inc.</p> <p>By: _____</p> <p>Printed: _____</p> <p>Title: _____</p> <p>Date: _____</p>

<p style="text-align: center;">Storey County, Nevada</p> <p>By: _____</p> <p>Printed: _____</p> <p>Title: _____</p> <p>Date: _____</p>

<p style="text-align: center;">Storey County</p> <p>Attest as to Form:</p> <p>By: _____</p> <p>Printed: _____</p> <p>Title: _____</p> <p>Date: _____</p>

EXHIBIT 1

PAYMENT SCHEDULE FOR PAYMENTS PRIOR TO FIRST AMENDMENT EFFECTIVE DATE

Due Date	Storey County Fiscal Quarter	Storey County Fiscal Year	Payment
6/30/2021	1	2022	264,102
9/30/2021	2	2022	264,102
12/31/2021	3	2022	264,102
3/31/2022	4	2022	264,102
			1,056,409

EXHIBIT 2**PAYMENT SCHEDULE FOR PAYMENTS AFTER TO FIRST AMENDMENT EFFECTIVE DATE**

Due Date	Storey County Fiscal Quarter	Storey County Fiscal Year	Payment
6/30/2021	1	2022	452,459
9/30/2021	2	2022	452,459
12/31/2021	3	2022	452,459
3/31/2022	4	2022	452,459

1,809,834

Due Date	Storey County Fiscal Quarter	Storey County Fiscal Year	Payment
6/30/2021	1	2023	456,260
9/30/2021	2	2023	456,260
12/31/2021	3	2023	456,260
3/31/2022	4	2023	456,260

1,825,039

Due Date	Storey County Fiscal Quarter	Storey County Fiscal Year	Payment
6/30/2022	1	2024	460,274
9/30/2022	2	2024	460,274
12/31/2022	3	2024	460,274
3/31/2023	4	2024	460,274

1,841,095

04/28/21

Tesla Impact Analysis and Reimbursement Summary

Proposed GSA:

PART 1 – Staffing expenses from general services provided by county and fire district (Fire, Sheriff, Emergency Mgt., Dispatch, DA, and Administrative).

[2020/2021]	[2021/2022]	[2022/2023]	[2023/2024]	
1,384,118	1,478,774	1,580,088	1,688,535	Actual calculated expenses without rounding or modification.
1,532,879	1,532,878	1,532,878	1,532,878	2021 GSA Amount Owed -Actual to be paid by Tesla (Averages are applied to 2021-2024).
381,454	388,166	471,617	479,954	2015 GSA Amount Owed.

PART 2 – Staffing Expenses from Fire and Building Inspections and Plan Review.

[2020/2021]	[2021/2022]	[2022/2023]	[2023/2024]	
257,127	271,526	286,731	302,787	Actual to be paid by Tesla (Same as 2015 GSA. Subject to increase based on workload).

PART 3 – Electric Avenue Mill and Re-Pavement.

[2020/2021]	[2021/2022]	[2022/2023]	[2023/2024]	
0	0	1,071,335	0	Tesla pays 100% of cost from USA Parkway to Milan Avenue [see Note (d)]
0	0	1,636,442	0	Tesla pays 66.4% of cost from Milan Avenue to a point 700' west of Tesla guard shack [see Notes (a) and (d)].
0	0	2,707,777	0	Actual to be reimbursed from actual costs by Tesla.

PART 4 – Quint Truck Reimbursement Expenses.

[2020/2021]	[2021/2022]	[2022/2023]	[2023/2024]	
93,732	93,732	93,732	93,732	Actual to be paid by Tesla.

TOTAL

[2020/2021]	[2021/2022]	[2022/2023]	[2023/2024]	
1,883,737	1,898,136	4,621,118	1,929,397	Subtotal (all expenses)
(88,302)	(88,302)	(88,302)	(88,302)	Revenues to county subtracted per 2015 GSA agreement (average taken from 2018-2020).
1,795,435	1,809,834	4,532,816	1,841,095	Total amount owed by Tesla (expenses less revenues). See Exhibit A 2020/2021 retro less payments already made.)

*Notes:

- Abandonment of portions of Electric Avenue subject to board approval per NRS. An amount owed by Storey County to Roger Norman to be agreed upon with abandonment consideration.
- Tesla pays overtime cost (1.5 regular rate) to Fire District up to \$250,000 per year and upon proof of hours worked. Rate is based on staff shown above. This is new from current GSA.
- PART 2 above (Staffing expenses for Building and Fire plan review and inspections) remain subject to adjustment per Ordinance 15.263 and other related agreements.
- Electric Avenue maintenance per engineer CIP report for FY2022/23.
- FTE means Full-Time-Equivalent. E.g., 1 full-time employee equals 1FTE; 2 part-time employees equal 1FTE.
- FT means Full-Time. Amounts include wages/salaries, benefits, insurance, and other staffing costs.
- LPT means Less-Than Part-Time. Amounts include wages, Social Security, workers' comp, etc., but do not include health insurance and other full-time fringe benefits.

These data are not exhaustive.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 5/4/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 Minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** To provide direction and/or approval to the District Fire Chief in exploring a proposed boundary line adjustment in the Virginia City Highlands APN 003-401-15.
- **Recommended motion:** I (Fire Commissioner) move to approve the District Fire Chief in proceeding with a boundary line adjustment on APN 003-401-15 in the Virginia City Highlands.
- **Prepared by:** AGENDA_SUBMITTER

Department:

Contact Number: 775-847-0954

- **Staff Summary:** I am requesting approval or direction to continue with a proposed boundary line adjustment in the Virginia City Highlands. This piece of property is owned by the Storey County Fire Protection District and is currently being utilized as a location for a cistern. The adjacent property owners have proposed a plan to perform a boundary line adjustment to allow easier access for the residents on to their property. The proposed boundary line adjustment will move the existing property line on the North side of the property to approximately 10' off of the cistern. See Attached map. This will ultimately provide the District a more suitable location for future relocation of the cistern that will be on level ground and have less traffic impacts when it is in use.
- **Supporting Materials:** See attached
- **Fiscal Impact:** 0
- **Legal review required:** False
- **Reviewed by:**

____ Department Head

____ County Manager
- **Board Action:**

Department Name:

Other Agency Review: _____



STOREY COUNTY FIRE PROTECTION DISTRICT

145 North C Street
P.O. Box 603
Virginia City, NV 89440
(775) 847-0954 Phone • (775) 847-0987 Fax

April 21st, 2021

To: Storey County Fire Board

From: Jeremy Loncar
Fire Chief
Storey County Fire Protection District

Re: Boundary Line Adjustment

Commissioners,

I have been approached by both property owners in the Virginia City Highlands that border a property owned by the Storey County Fire Protection District for a possible boundary adjustment. This lot is APN 003-401-15 and located at 4861 Calavaras Rd. Currently we utilize this site as one of many through the Virginia City Highlands for a cistern.

The proposed boundary line adjustment would relocate the property line that divides 4860 Calavaras and the property owned by Storey County Fire Protection District to 10' off of the North Side of the Cistern. This adjustment would help accommodate the property owner at 4860 Calavaras in gaining access into his property. This proposed adjustment would also be a benefit to the District and allow us to acquire property that is not in an intersection that can cause traffic problems as well as allow us to fill our fire apparatus on level ground. The cistern would remain on the site and not be moved until such time that we feel it necessary to do so.

There will be no financial obligations to the District in this proposed adjustment and all parties can benefit off of this. I would recommend that we continue to pursue this with both property owners. If you have any further questions or comments, please feel free to contact me at any time.

Cordially,

Jeremy Loncar
Fire Chief
Storey County Fire Protection District



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 5/4/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of modification in the Master Services Short Form Contract with NV Energy to lower the District's required privacy liability coverage from Five Million Dollars to Three Million Dollars.
- **Recommended motion:** I (Fire Commissioner) move to approve the modification to the Master Services Short Form Contract with NV Energy to reduce the privacy liability coverage to Three Million Dollars.
- **Prepared by:** AGENDA_SUBMITTER

Department:

Contact Number: 775-847-0954

- **Staff Summary:** Current public entities insured by Pool/Pact have a maximum privacy liability coverage of three million dollars. NV Energy has modified our current Master Services Short Form Contract from Five Million Dollars to Three Million Dollars to align with the coverage that we currently have. This was the only modification to our existing contract.
- **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

**AMENDMENT TO
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**

The Master Services Short Form Contract between Sierra Pacific Power Company D/B/A NV Energy and the Storey County Fire Protection District for hazardous fuels management (the Agreement) and stand-by services is hereby amended pursuant section 20 of the Agreement to provide that Section 9(e) of the Agreement is modified to reduce the amount of insurance required to be carried by District for Network Security and Privacy Liability coverage from Five Million Dollars (\$5,000,000) to Three Million Dollars (\$3,000,000). This Amendment is to be effective as of the date of the last party executing this amendment.

Dated this 7 day of April, 2021

Sierra Pacific Power Company

d/b/a NV ENERGY

"Company"


By (Signature)

Mark Regan

<NAME>

Fire Chief/Fire Mitigation Specialist
<Title>

Dated this ____ day of _____ 2021.

Storey County Fire Protection District

"Contractor"

By (Signature)

<NAME>

<Title>



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 5/4/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Water/Sewer Preliminary Budget Review
- **Recommended motion:** no motion- discussion only
- **Prepared by:** Jennifer McCain

Department: **Contact Number:** 7758471133

- **Staff Summary:** Attached budget summary
- **Supporting Materials:** See attached
- **Fiscal Impact:** Yes
- **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

4/26/2021

Summary - Water

Cash Flows	2017-18	2018-19	2019-2020	20-21	2021-2022	2021-2023
	Audited	Audited	Audited	Final	Tentative	Final
Beginning Fund Balance	1,649,537	1,111,705	2,084,589	1,843,268	1,740,221	1,740,221
Revenue	591,735	2,826,355	595,545	571,400	690,100	690,100
Expenses	1,129,567	1,853,471	836,866	674,447	678,365	666,827
Prior Period Adj						
Ending Fund Balance	1,111,705	2,084,589	1,843,268	1,740,221	1,751,956	1,763,494

Summary - Sewer

	2017-18	2018-19	2019-2020	20-21	2021-2022	2021-2023
	Audited	Audited	Audited	Final	Tentative	Final
Beginning Fund Balance		366,382	217,645	310,375	214,505	214,505
Revenue		4,629,048	505,225	454,500	460,700	1,060,700
Expenses		4,777,785	651,653	550,370	599,180	1,184,529
Prior Period Adj						
Ending Fund Balance	-	217,645	71,217	214,505	76,025	90,676



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 5/4/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of contract with Construction Materials Engineers, Inc. (CME) to provide inspection services for the Gold Hill Package Plant at an estimated cost of \$13,007.50
- **Recommended motion:** I (Commissioner) move to approve the contract with CME and authorize the County Manager to sign.
- **Prepared by:** Keith Loomis

Department: _____ **Contact Number:** 775-847-0964

- **Staff Summary:** Attached
- **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

STAFF SUMMARY

CME provides inspection and materials testing for construction projects as required by the IBC. CME proposes to provide inspections and materials testing for the Gold Holl Package plant and, indeed, has already begun that work. The cost of the inspections and materials testing was included in the cost of the project. In order for the costs to be paid for out of the USDA loan for this project, the USDA requires proof that the County has a contract with CME to provide these services for the project.

Professional Services Agreement

Project Name and Location: Gold Hill Package Plant
Special Inspection and Materials Testing Services
Storey County, NV

This Professional Services Agreement is made between:

CLIENT:

Name: Storey County
Mailing Address: Post Office Box 7
City, State, Zip: Virginia City, NV 89440
Phone: 775-847-0986 Fax: _____
Representative: Lara Mather
Email: lmather@storeycounty.org

CME, INC.

300 Sierra Manor Drive, Suite 1
Reno, NV 89511
Phone: 775-851-8205 Fax: 775-851-8593
Representative: Katie B. Weagel, PE
Email: kweagel@cmenv.com

The effective date this Professional Services Agreement was entered into is April 13, 2021

SCOPE OF WORK. CME, Inc. shall perform services in accordance with this Agreement made with Client. The Agreement consists of CME, Inc.'s Proposal and the attached Standard Terms and Conditions. The scope of work, costs and time schedules, if any, defined in the Proposal are based on information provided by Client and shall be subject to the provisions of this Agreement. If this information is incomplete or inaccurate, or if Client directs change to the scope of work established by the Proposal, a written amendment to the Agreement equitably adjusting the costs and time schedules shall be executed by Client and CME, Inc. as soon as practicable. Client is defined as the person or entity requesting and/or authorizing the work, and in so doing, Client represents and warrants that he/she is duly authorized in this role. The acceptance of CME, Inc.'s Proposal signifies the acceptance of the terms of this Agreement.

COMPENSATION. Fees for services provided will be charged in accordance with CME, Inc.'s Proposal and the attached Standard Terms and Conditions.

This Agreement is made and legally entered into by:

CLIENT

CME, INC.

Print Name and Title

Katie B. Weagel, PE – Project Manager

Print Name and Title

Signature and Date

Katie B. Weagel 4/13/21

Signature and Date

CME, INC.
STANDARD TERMS AND CONDITIONS

INVOICES. CME, Inc. shall submit invoices monthly and/or on completion of work for services performed and expenses incurred and not previously billed. Payment is due upon Client's receipt of the invoice, and is past due thirty (30) days from the date shown on the invoice. Client shall inform CME, Inc. of any disputed charges on an invoice and the reason for the disputed charge in writing within ten (10) days of receiving said invoice. Client agrees to pay a service charge of one and one-half percent (1.5%) per month on all past due amounts. Failure to make any payment when due is a material breach of this agreement and will entitle CME, Inc. at its option to suspend or terminate this agreement. At that time, all progress or final reports may be held by CME, Inc. until payment is brought current.

STANDARD OF CARE. CME, Inc. will perform its services under this Agreement in conformance with the care and skill ordinarily exercised by reputable members of the profession practicing under similar conditions at the same time. NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, IS MADE OR INTENDED.

CONSTRUCTION QUALITY CONTROL. CME, Inc. shall not be responsible for any contractor's failure to carry out their work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the project. When field services are provided, no acceptance by CME, Inc. of the work or services of a construction contractor or other consultants, whether expressed or implied, shall relieve such construction contractor or other consultants from their responsibilities for the proper performance of such work or services and further, shall not be responsible for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by CME, Inc. or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the project, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

SAFETY. It is understood and agreed that, with respect to Project site health and safety, CME, Inc. is responsible solely for the safe conduct of its personnel in the performance of their duties. It is expressly agreed that CME, Inc. has no responsibility for the protection and safety of any other persons on and about the Project site. Unless indicated otherwise in the Proposal, Client shall provide, at its expense, all facilities and labor necessary to afford CME, Inc. personnel safe access to sampling, testing or observation locations in conformance with federal, state and local laws, ordinances and regulations. Unless access equipment is provided by CME, Inc., it is understood and agreed the CME, Inc. shall not be in charge of, and shall have no control or responsibility over, any aspect of the erection, construction or use of any scaffolds, hoists, cranes, stays, ladders, supports or other similar devices as defined and interpreted under any law, ordinance or regulation relating in any way to Project safety.

STORM WATER POLLUTION PREVENTION (SWPP). It is understood and agreed that, with respect to Project SWPP, CME, Inc. is responsible solely for the conduct of its personnel in the performance of their duties. It is expressly agreed that CME, Inc. has no responsibility for Project SWPP. In the event that this agreement specifically includes the observation of SWPP best practices, CME, Inc. will provide those services as assistance to the Client, but will not be held at any time responsible for those practices or fines or penalties resulting from those practices.

HAZARDOUS SUBSTANCES. If CME, Inc. is to provide services in the general vicinity of a facility or other area where any substance which poses or may pose a present or potential hazard to human health may exist, Client shall immediately notify CME, Inc. of such potential health hazard which it knows or reasonably suspects exists and thereafter CME, Inc. is authorized by Client to take all reasonable measures, including suspension of services and termination of the Agreement, CME, Inc. deems necessary to protect its personnel against such possible health hazards. Client shall bear the direct costs of such measures. In the event samples collected or received by CME, Inc. on the behalf of the Client contain any substance which poses or may pose a present or potential hazard to human health or the environment, CME, Inc. will, at the completion of testing and at Client's sole expense and responsibility, return such samples to Client or, upon written request from Client, release such samples to a carrier for transport to a location selected by client for final disposal.

ENVIRONMENTAL CONTAMINANTS. CME, Inc.'s scope of services is confined to those items described in the applicable Proposal or statement of work. It does not include the identification, testing, sampling, removal, abatement or remediation of any environmental pollutant, contaminant, hazard, toxin, condition, irritant, material or problem, including but not limited to molds, fungi, bacteria, mildew, mycotoxins, spores or other irritants of any kind. If in the course of CME, Inc.'s performance of its services it observes said conditions, or fails to observe said conditions which were otherwise visually detectable, Client agrees CME, Inc. shall have no liability to anyone relative to said conditions. Client agrees that CME, Inc. will not be liable for the dispersal, discharge, escape, release or saturation of any environmental pollutant, contaminant, hazard, toxin, condition, irritant or material in or onto the atmosphere, or on, onto, upon, in or into a surface or a subsurface in, on, or around the area of CME, Inc. work. Client further agrees that if a claim, lawsuit, arbitration, mediation or other demand is made on CME, Inc. directly or indirectly arising from or related to any environmental pollutant, contaminant, hazard, toxin, material, irritant, condition or problem, the Client shall defend, indemnify and hold harmless CME, Inc. from same.

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

OWNERSHIP OF DOCUMENTS. With the exception of CME, Inc. submittals to Client, all documents, including field data, field notes, laboratory test data, calculations and analyses, prepared by CME, Inc. as instruments of service shall remain the property of CME, Inc. CME, Inc. will retain all pertinent records relating to the services performed for a period of sixty (60) days following completion of CME, Inc. services. After this period, they may be discarded unless other arrangements are requested and paid for by Client.

SAMPLE RETENTION. CME, Inc. reserves the right discard samples immediately after testing. Upon request and at Clients sole expense, samples will be stored or transferred

SUBCONSULTANTS. CME, Inc. may at their option engage subconsultants to perform some or all of the services to be provided as described in CME, Inc.'s proposal.

SUBPOENAS OR COURT ORDERS. If any subpoena or court order is served upon CME, Inc. and/or any of its staff, subconsultants or subcontractors requiring the presentation of documents or appearance at a deposition or trial, or for other discovery purposes, in a case in which Client is a party, Client shall pay the charges applicable to CME, Inc.'s compliance with the subpoena or court order. Charges will accrue on an actual time and related expense basis in accordance with the standard rates in effect at the time of service upon CME, Inc. of the subpoena or court order. Invoices will include time and expenses incurred gathering, organizing and duplication documents, preparing to give testimony, travel and testifying in deposition or trial.

OPINIONS OF COST. CME, Inc.'s opinions of probable costs, if any, provided as part of the services under this Agreement, are made on the basis of CME, Inc.'s knowledge, experience and qualifications, and represent CME, Inc.'s judgment as an experienced and qualified professional engineer familiar with the construction industry. CME, Inc. cannot and does not guarantee that proposals, bids or actual costs will not vary from the opinions of probable costs provided by CME, Inc.

LIMITATION OF LIABILITY. THE LIABILITY OF CME, INC. FOR ANY REASON WHATSOEVER ARISING UNDER OR RELATING TO THIS AGREEMENT WILL NOT EXCEED IN THE AGGREGATE \$15,000 OR THE AMOUNT OF THE FEE ACTUALLY RECEIVED BY CME, INC., WHICHEVER IS GREATER. IN ADDITION, IN NO EVENT WILL EITHER CME, INC. OR CLIENT BE LIABLE FOR ANY AMOUNTS REPRESENTING LOSS OF PROFIT, LOSS OF BUSINESS, DELAY DAMAGES OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES. THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE. IN ADDITION, CLIENT WILL NOT WAIVE AND INTENDS TO ASSERT AVAILABLE NRS CHAPTER 41 LIABILITY LIMITATIONS IN ALL CASES. THE EXTENT OF CLIENT'S LIABILITY TO CME INC. FOR ANY REASON WHATSOEVER ARISING UNDER OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED \$15,000.00.

INDEMNIFICATION. Each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Client's indemnification obligations to Contractor for tort actions will also be limited by the amount set forth in NRS 41.035.

NO THIRD PARTY BENEFICIARIES. Nothing in this Agreement shall create a contractual relationship with, or cause of action in favor of, a third party against Client or CME, Inc.

DISPUTE RESOLUTION. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof which cannot be resolved through negotiation shall be submitted to mediation before and as a condition precedent to any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and CME, Inc. shall select by mutual agreement a neutral mediator. If the dispute cannot be settled through mediation, then such dispute shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (AAA) then in effect. The award rendered, if any, by the arbitrator(s) shall be final and binding on both parties and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. Each party involved in the arbitration process shall pay all its own arbitration fees and costs to the AAA and shall share equally in the fees charged by the arbitrator(s). All mediation or arbitration shall take place in Reno, Nevada unless Client and CME, Inc. agree otherwise.

TERMINATION. This Agreement may be terminated by either party upon at least seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CME, Inc. shall be paid for services performed prior to the termination date set forth in the notice plus reasonable termination expenses.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: May 4, 2021

Estimate of time required: 10 minutes

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

1. **Title:** Consideration and possible approval of cost for tower foundation engineering and materials at the Storey County Waste Treatment Facility in the amount of \$11,750.
2. **Recommended motion:** I (commissioner) move to approve the cost in the amount of \$11,750 for tower foundation engineering and materials at the Storey County Wastewater Treatment Facility.

3. **Prepared by:** James Deane

Department: IT

Telephone: 775-847-1152

4. **Staff summary:** See attached.

5. **Supporting materials:** Attached

6. **Fiscal impact:**

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

____ Department Head

Department Name: IT Department

____ County Manager

Other agency review: _____

9. **Board action:**

[] Approved

[] Approved with Modifications

[] Denied

[] Continued

Agenda Item No. 23



STOREY COUNTY
NEVADA

OFFICIAL BUDGET REQUEST FORM

Department Requesting Expense:		Date of Request: <u>10/26/2020</u> <u>4/26/21</u>	
Name: <u>James Deane</u>	Budget Year (Fiscal) <u>2020/2021</u> (Choose from drop down menu)		
Title: <u>IT Director</u>	Name of Requestor: <u>Eileen Harrington</u> <u>James Deane</u>		
Choose Dept. from Drop down menu		Vehicle Plate No.:	
Department: <u>119-IT</u>	Incident Name:		
Budgeted Item? <u>NO</u>	Grant Item?	Grant Name/Number/Budget Code/Proj Acct.	Department Expense is Charged To:
		<u>070-070-64160-000</u>	<u>119-IT</u>

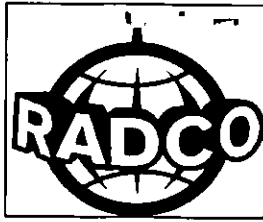
QTY	Item Description	Unit Price	Total
1	Tower Foundation Engineering and Materials Cost	\$11,750.00	\$11,750.00
			\$0.00
	DOES NOT INCLUDE WIRING INSTALLATION COSTS		\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Price Quote #1 \$ Amount <u>\$11,750.00</u>	Total Amount of Request	\$11,750.00
Company Name: <u>RADCO</u>		
Address: <u>450 US 395 North, Carson City, NV 89704</u>		
Phone #: <u>775-826-6338</u>		
Contact Name: (if relevant) <u>Robert Davidson</u>		
Price Quote #2 \$ Amount	Price Quote #3 \$ Amount	
Company Name:	Company Name:	
Address:	Address:	
Phone #:	Phone #:	
Contact Name: (if relevant)	Contact Name: (if relevant)	

Justification of Expense:

Soil analysis and extra materials for larger tower footprint

COMPTROLLER OFFICE USE ONLY			
COMPTROLLER APPROVAL		COUNTY MANAGER APPROVAL	
<u>(Signature)</u>	YES <input checked="" type="radio"/> NO <input type="radio"/>	<u>(Signature)</u>	YES <input type="radio"/> NO <input type="radio"/>
(Circle One)	<u>4.26.21</u>	(Circle One)	<u>4/26/21</u>
Comptroller Signature	Date Approved	County Manager Signature	Date Approved



Bid Proposal

Radco Communications, LLC

450 US Hwy 395 North

Carson City, NV 89704

Phone: 775-826-6338 Fax: 775-826-6355

Job/Site Name:

Storey County Waste Treatment Facility, Virginia City, NV

Date:

4/13/2021

Client:

Storey County

ATTN: James Deane

Contractor Contact:

ROBERT DAVIDSON

DESCRIPTION

COST

Scope of work is as follows:

\$ 11,750.00

- 1 Mobilization to the site.
- 2 Provide professionally engineered and stamped geotechnical investigation of tower.
- 3 Provide professionally engineered and stamped tower foundation design.
- 4 Supply and Install tower foundation up to 15' square.

Exclusions:

Clarifications:

Project Total

\$ 11,750.00

Signature _____ Date _____



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 5/4/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of item adjustment to the 070-070-64010-175 Capital Project in the amount of \$5,693.10 to purchase 6 Schlage Electronic Keypads for the Justice Court Divide Facility.
- **Recommended motion:** I, Commissioner() motion to approve the adjustment to the 070-070-64010-175 Capital Project not to exceed \$5,693.10 to purchase and install 6 Schlage Electronic Keypads at the Justice Court Divide Facility.
- **Prepared by:** EF Herrington, Justice of the Peace

Department:

Contact Number: 775-847-0962

- **Staff Summary:** Reassignment of conventional keys to electronic keypads for the inmate portal and secured court areas is required to ensure safety for law enforcement officers, staff, and public during court hearings.
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **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



Alpine Lock

Schlage Electronic Keypad Locks

Estimate expires on May 12, 2021

Estimate #000111

April 12, 2021

Customer

Storey County Justice Court

jp@storeycounty.org

+1 (775) 450-4223

Message

We look forward to working with you.

Schlage Electronic Keypad	\$5,258.10
(\$876.35 ea.) × 6	
Labor to install	\$360.00
Service Call	\$75.00
Service call fees or trip charge.	
Virginia City	
Subtotal	\$5,693.10
Total	\$5,693.10

Alpine Lock

3267 Research Way

211

Carson City, NV 89706

alpinelocksmithing@gmail.com

+1 (775) 885-0719



Storey County Board of County Commissioners Agenda Action Report

Meeting date:

Estimate of time required:

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title: Discussion/For Possible Action:** To authorize the county manager to execute a change order to an existing contract PWP-ST-2020-050 in the amount of \$268,744.32 for the construction of office space for the IT Department at the Divide Building site.

2. **Recommended motion:** I, [commissioner], move to authorize the county manager to execute a change order to existing contract PWP-ST-2020-050 in the amount of \$268,744.32 for the construction of office space for the IT Department at the Divide Building site.

3. **Prepared by:** Mike Northan

4. **Department:** Public Works

Telephone: 775 335 6991

5. **Staff summary:** A change order to an existing contract preserves the continuity of the work while maintaining the compliance structure already in place to address public works requirements such as prevailing wage rates, apprenticeship utilization, DBE, etc. This office space is greatly needed to support the work of a vital county department.

6. **Supporting materials:** Staff report attached.

7. **Fiscal impact:**

Funds Available:

Fund:

___ Comptroller

8. **Legal review required:**

___ District Attorney

9. **Reviewed by:**

___ Department Head

Department Name:

___ County Manager

Other agency review: _____

10. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. 25

Staff report

26 April 2021

IT addition change order to Justice Court Project.

Format:

The IT department has been in need of office and work space for some time. This project will provide that space in the form of an addition to the Divide Building which now houses the Justice Court.

The reasons for the change order format are as follows:

1. By utilizing the same contractor that provided a successful tenant improvement project, we can avoid some costs of mobilization.
2. We have continuity of quality of work on the building and site.
3. The existing contractor is already in compliance with Office of Labor Commissioner's public works requirements and guidelines.
4. The contractor is very familiar with the building and has already provided the stub-outs for the utilities.

As an addition to the existing building, this qualifies as work appurtenant to the main body of work. This work is part of the larger effort to modify the existing building to suit county needs and requirements. The original contract was awarded under NRS 338 which allows for change orders, even of significant magnitude, that are appurtenant to the project.

Costs:

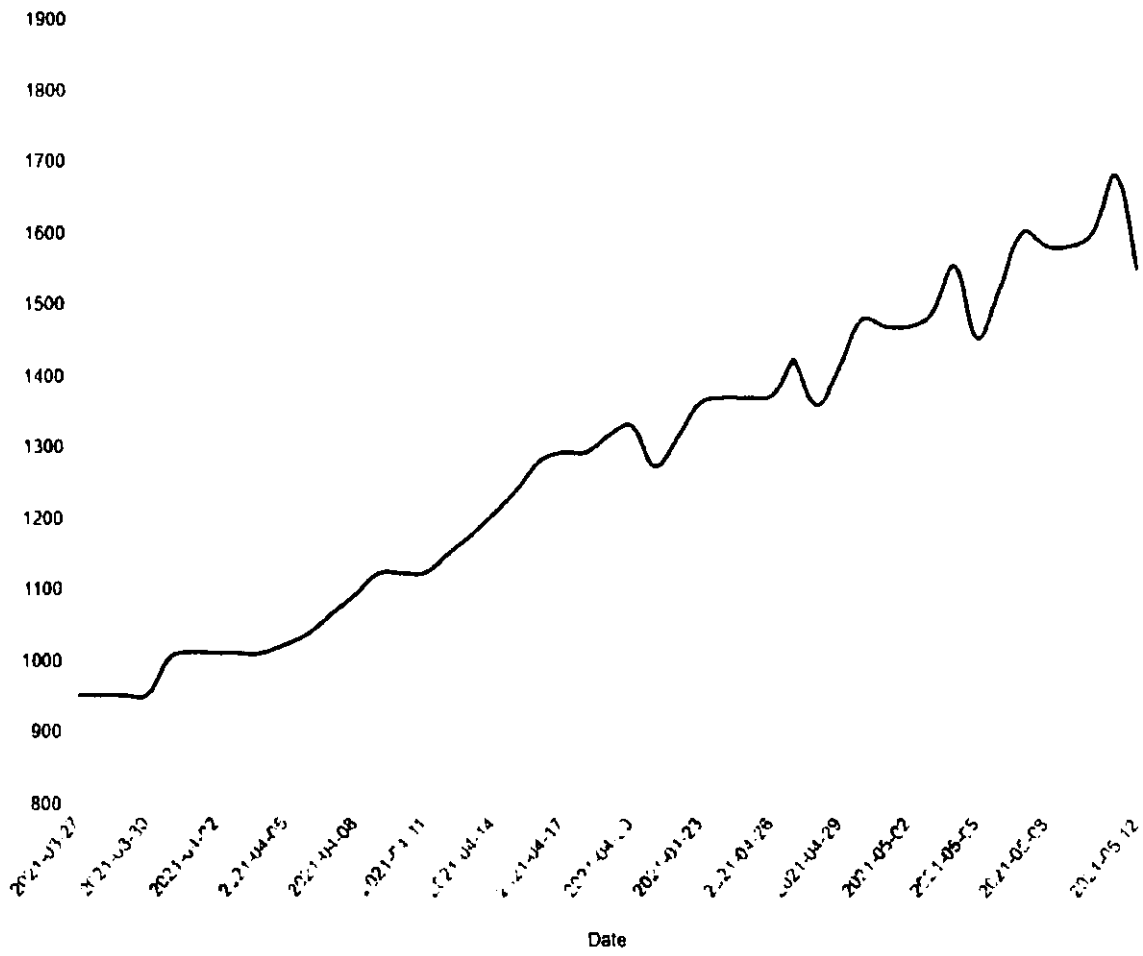
The cost of the addition was originally estimated at \$221,000.00 but during the design work, both lumber and steel prices experienced hyper-inflation. This affected the core of the project (the framing) and has resulted in substantial cost increases – see charts from <https://gov.capital/commodity/lumber>.

The contractor has provided a quote that contains a lumber contingency based upon the price behavior over a four week, and eight week period. It is strongly recommended that we execute this change order to lock down our framing price. If the lumber is obtained at a price below the contingency, we can reclaim that difference.

Staff recommends authorization and execution of the change order.



Lumber Price prediction day by day per board foot



1 year Lumber price prediction



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 5/4/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 mins

Agenda Item Type: Discussion/Possible Action

- **Title:** LIQUOR BOARD. Approval of 2nd reading for On-Sale Liquor License, Off-Sale Liquor License, and Cabaret License for Gold Hill Management LLC; 1540 Main St. Gold Hill Nv. Applicant is Jill Clough.
- **Recommended motion:** LIQUOR BOARD. I (Insert Name) motion to approve the 2nd reading for On-Sale Liquor License, Off-Sale Liquor License, and Cabaret License for Gold Hill Management LLC; 1540 Main St. Gold Hill Nv. Applicant is Jill Clough.
- **Prepared by:** Brandy Gavenda

Department:

Contact Number: 7758470959

- **Staff Summary:** LIQUOR BOARD. Approval of 2nd reading for On-Sale Liquor License, Off-Sale Liquor License, and Cabaret License for Gold Hill Management LLC; 1540 Main St. Gold Hill Nv. Applicant is Jill Clough.
- **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: 5/4/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 mins

Agenda Item Type: Discussion/Possible Action

- **Title:** Second Reading: Approval of a General Business License for Gold Hill Management LLC; 1450 Main St., Gold Hill, NV. Applicant is Jill Clough.
- **Recommended motion:** I (Insert Name) motion to approve the Second Reading, for the Approval of a General Business License for Gold Hill Management LLC; 1450 Main St., Gold Hill, NV. Applicant is Jill Clough.
- **Prepared by:** Brandy Gavenda

Department: _____ **Contact Number:** 7758470959

- **Staff Summary:** Second Reading: Approval of a General Business License for Gold Hill Management LLC; 1450 Main St., Gold Hill, NV. Applicant is Jill Clough.
- **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: 5/4/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 0-5

Agenda Item Type: Consent Agenda

- **Title:** A. Boss Signs LLC - Contractor / 1505 Greg St., Sparks, NV
- B. Davis Company Inc. - Contactor / 1955 Timber Way, Reno, NV
- C. Don James Roofing - Contractor / 1000 Glendale Ave., Sparks, NV
- D. Foundation Building Materials, LLC - Out of County / 2300 Vassar St., Reno, NV
- E. Hawthorne Plumbing Heating & Cooling - Contractor / 4690 Longley Ln. # 31. Reno, NV
- F. Lifestyle Wrist Bands LLC - Home Business / 21350 Graves Rd., Reno, NV
- G. Michelle Lenore Nichols - Out of County / 1247 Woodside Dr. Apt 241, Carson City, NV
- H. Seals USA Incorporated - Out of County / 175 Wall St., Glendale Heights, IL
- I S.J. General Building Maintenance Inc. - Out of County / 919 Berryessa Rd. Ste. 10, San Jose, CA
- J. Specialty Welding and Turnarounds LLC - Contractor / 40492 Cannon Rd., Gonzales, LA
- **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:

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

April 26, 2021
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **May 4, 2021**

COMMISSIONERS Consent Agenda:

SECOND READINGS:

- A. **Boss Signs LLC** – Contactor / 1505 Greg St. ~ Sparks, NV
- B. **Davis Company Inc.** – Contractor / 1955 Timber Way ~ Reno, NV
- C. **Don James Roofing** – Contractor / 1000 Glendale Ave. ~ Sparks, NV
- D. **Foundation Building Materials, LLC** – Out of County / 2300 Vassar St. ~ Reno, NV
- E. **Hawthorne Plumbing Heating & Cooling** – Contractor / 4690 Longley Ln. # 31 ~ Reno, NV
- F. **Lifestyle Wrist Bands LLC** – Home Business / 21350 Graves Rd. ~ Reno, NV
- G. **Michelle Lenore Nichols** – Out of County / 1247 Woodside Dr. Apt 241 ~ Carson City, NV
- H. **Seals USA Incorporated** – Out of County / 175 Wall St. ~ Glendale Heights, IL
- I. **S.J. General Building Maintenance Inc.** – Out of County / 919 Berryessa Rd. Ste. 10 ~ San Jose, CA
- J. **Specialty Welding and Turnarounds LLC** – Contractor / 40492 Cannon Rd. ~ Gonzales, LA

Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office