

STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

6/1/2021 10:00 AM

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:

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Meeting ID: 597 519 448

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Find your local number: https://zoom.us/u/adi9WjdtNr

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 June 1, 2021.

4. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of the Minutes for March 16, 2021.

- 5. CONSENT AGENDA FOR POSSIBLE ACTION
 - I Consideration and possible approval of claims in the amount of \$415,638.32.
 - II Consideration and possible action, approval of business license first readings:
 - A. Facilities Engineering Out of County / 900 E. Orangefair Ln., Anaheim, CA
 - B. Guckenheimer Services LLC Out of County / 1017 Central Parkway North, Ste. 100, San Antonio, TX
 - C. Howard Street Home General / 120 N. Howard St., Virginia City, NV
 - D. Karaki Paining, LLC Contractor / 172 Edith Lane, Dayton, NV
 - E. Subway General / 420 USA Pkwy Ste 102, McCarran, NV
- 6. PUBLIC COMMENT (No Action)
- 7. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval, 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 SCR 11 (formerly BDR 1109 and 1148) one-year interim study on Innovation Zone draft legislation, and other properly related matters.

8. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of the acceptance of renewal proposal from Nevada Public Agency Insurance Pool (POOL) and approval of payment from fiscal year 2021-2022 funds.

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

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

11. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval to award a contract to the successful bidder for propane fuel delivery service to county tanks in accordance with the submitted bids.

12. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of Resolution 21-615 regarding the publication of notice of the proposed amendment of a lease of additional office and parking spaces to TRI General Improvement District (TRIGID and providing for a public meeting on July 6, 2021 to consider objections to the amended lease. It is proposed that the existing lease to TRIGID be amended to provide 160 square feet of additional office space and 180 square feet of additional parking space at the County Building located at 1705 Peru Drive in the Tahoe Reno Industrial Center. No additional rental amount above the \$900.00 TRIGID is currently paying will be charged.

13. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of Resolution 21-616 regarding the publication of notice of the proposed lease of 120 square feet of office and parking spaces to the State of Nevada, Department of Administration, Division of Public Works (Dept.) on behalf of the Department of Health and Human Services, Division of Public and Behavioral Health, Environmental Health Section (DPBH) and providing for a public meeting on July 6, 2021 to consider objections to the lease. It is proposed that the lease be for four years subject to an option to renew for five years and for no rent.

14. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of the annexation of property owned by EP Minerals into the Tahoe-Reno Industrial Center and of an amendment to the Development Agreement dated February 1, 2000 (Agreement) between Storey County, Tahoe- Reno Industrial Center LLC and DP Operating Partnership L.P. to allow commercial uses on all of the property proposed for annexation.

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

16. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of a Memorandum of Understanding between Storey County Fire Protection District and the Storey County Fire Fighters Association Local 4227.

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

18. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of Second Reading, General Business License for Pilot Thomas Logistics LLC; 201 N Rupert St., Fort Worth Tx, 76107. Petroleum Products Distribution & Wholesale.

19. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of Business License Second Readings:

A. Bart Manufacturing Inc. - Out of County / 3787 Spinnaker Ct., Fremont, CA

B. Bluewater Energy Solutions, Inc. - Out of County / 3330 Cobb Pkwy NW Ste 324 PMB 234, Acworth, GA

C. Fencing Specialists, Inc. - Contractor / $3500\,\mathrm{John}$ Peter Lee St., North Las Vegas, NV

D. Gilliam Construction - Contactor / 5471 Kietzke Ln. Ste. 300, Reno, NV

E. Innovolt Electric, LLC - Contactor / 6247 Dean Martin Dr., Las Vegas, NV

F. Kingpin - Out of County / 8218 Big River Dr., Reno, NV

20. PUBLIC COMMENT (No Action)

21. 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

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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:

- 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: <u>program.intake@usda.gov</u>.

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

CERTIFICATION OF POSTING

I, Vanessa Stephens , Clerk to the Board of Commissioners, do hereby certify that I posted, or caused to be posted, a copy of this agenda at the following locations on or before 12/09/2020; Virginia City Post Office at 132 S C St, Virginia City, NV, the Storey County Courthouse located at 26 S B St, Virginia City, NV, the Virginia City Fire Department located at 145 N C St, Virginia City, NV, the Virginia City Highlands Fire Department located a 2610 Cartwright Rd, VC Highlands, NV and Lockwood Fire Department located at 431 Canyon Way, Lockwood, NV. This agenda was also posted to the Nevada State website at https://notice.nv.gov/ and to the Storey County website at https://notice.nv.gov/ and to the Storey County website at https://www.storeycounty.org/agendacenter.

By Vanessa Stephens Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 6/1/2021 10:00 AM BOCC Meeting
Agenda Item Type: Discussion/Possible Action

- <u>Title:</u> Consideration and possible approval of the Agenda for June 1, 2021.
- Recommended motion: Approve or amend as necessary.
- · Prepared by: Vanessa Stephens

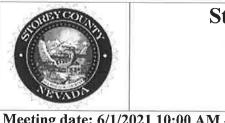
Department: Contact Number: 775-847-0969

- 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:

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



Storey County Board of County Commissioners Agenda Action Report

	C Meeting	Estimate of Time Required: 5 mm.						
Agen	Agenda Item Type: Discussion/Possible Action							
•	• <u>Title:</u> Consideration and possible approval of the Minutes for March 16, 2021.							
٠	Recommended motion: Approve the	minutes for March 16, 2021.						
•	Prepared by: Vanessa Stephens							
	Department: Contact Nun	<u>nber:</u> 775-847-0969						
•	Staff Summary: Minutes attached.							
•	Supporting Materials: See attached							
٠	Fiscal Impact:							
• Legal review required: False								
).	Reviewed by:							
	Department Head	Department Name:						

• Board Action:

____ County Manager

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

Other Agency Review: _____



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

MARCH 16, 2021 10:00 A.M.

DISTRICT COURTROOM 26 SOUTH B STREET, VIRGINIA CITY, NEVADA

MEETING MINUTES

JAY CARMONA CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

CLAY MITCHELL VICE-CHAIRMAN

LANCE GILMAN COMMISSIONER

VANESSA STEPHENS CLERK-TREASURER

Roll Call: Chairman Carmona, Vice-Chairman Mitchell, Commissioner Gilman, Clerk & Treasurer Vanessa Stephens, County Manager Austin Osborne, District Attorney Anne Langer, Deputy District Attorney Keith Loomis, Sheriff Gerald Antinoro, Tourism Director Deny Dotson, Public Works Director Jason Wierzbicki, Fire Chief Jeremy Loncar, Community Relations Lara Mather, Human Resources Tobi Whitten, IT Director James Deane, Communications Manager Becky Parsons, Emergency Management Director Joe Curtis, Justice of the Peace Eileen Herrington, Comptroller Jennifer McCain, Recorder Marney Hansen-Martinez, Virginia City Senior Center Director Stacy York, Senior Planner Kathy Canfield

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

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

2. PLEDGE OF ALLEGIANCE

Chairman Carmona led those present in the Pledge of Allegiance.

3. DISCUSSION/POSSIBLE ACTION: Approval of Agenda for March 16, 2021. County Manager Austin Osborne requested items 13 and 15 be continued to April 6, 2021.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve today's Agenda with staff's with the exception of items 13 and 15, which are postponed to the next regularly scheduled meeting on April 6, 2021, **Action**: Approve, Moved by: Vice Chairman Mitchell, Seconded by Commissioner Gilman, **Vote**: Motion carried by unanimous vote, (**Summary:** Yes=3)

4. DISCUSSION/POSSIBLE ACTION: Approval of Minutes for February 2, 2021.

Public Comment: None

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

5. CONSENT AGENDA

- I For possible action, approval of claims in the amount of \$1,511,013.20.
- II For possible action, approval of Business License First Readings
 A. Rini Insurance Agency Inc. General/198 N C St. Unit B, Virginia City, NV
 B. TR Coffee Out of County/1849 Matteoni Dr., Sparks, Nv
 - C. GeoStrata Out of County/14425 S. Center Pointe Way, Bluffdale, UT

Public Comment: None

Vice Chairman Mitchell asked if there was any idea about the time frame for re-opening of the gas station (in Virginia City).

Sheriff Antinoro: They are still in the background process. The last timeline they heard was "sometime in April".

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

- 6. PUBLIC COMMENT (No Action): None
- 7. **DISCUSSION ONLY (No Action):** Consideration and 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, and BDR 1109 Innovation Zone draft legislation, and other properly related matters.

Commissioner Gilman read a statement abstaining from voting on matters related to the Innovation Zone.

County Manager Osborne summarized what has happened (regarding the Innovation Zone) since the March 2nd meeting. The County has been working with the County lobbyists, legal and financial consultants, the Nevada Association of Counties, legislators, and other counties and associations on matters that would apply on the proposed draft legislation. We have also been talking with members of the TRI GID. This is still a Bill Draft and today was the deadline for all Bills to be submitted however, that deadline has been extended to next week. It could be another week before a Bill is known to have any text. Staff recommends at this point to "stay the course", following the same directive as the last Commission meeting. Staff will keep an eye on this - if anything new comes, it will come right to the Board, under special circumstances if needed.

Public Comment:

Eileen Gay, Painted Rock resident: With all of the media attention to the Innovation Zone, Ms. Gay asked to add to her comments at the previous (Commission) meeting.

Ms. Gay read a statement, commenting that Blockchains, like all developers, wants to develop as much as possible. The Innovation Zone Bill would give them license to the build anything they like, anyway they want. The marketing of the Innovation Zone concept does not present facts as claimed it is their opinion. This is dishonest. What else are they being dishonest about in order to pass this Bill? Blockchains bought land to develop in Painted Rock - they will either develop the property or sell it and move on. An Innovation Zone Bill does not need to be in place for them to do that.

Vice Chairman Mitchell thanked staff and the whole team. He understands a letter reflecting our position has been sent to the Governor. Has a response been received?

Mr. Osborne: The letter was sent with a copy to Michael Brown at GOED. The letter, and copy, were sent via email as well as US Mail. No response so far.

Vice Chairman Mitchell said this should be kept ^{li} on our radar" to make it clear we are serious in having a conversation. The Governor had expressed an interest in doing that.

Chairman Carmona read question from Sacha (via Zoom chat): Where can we access copies of all public documents on this project?

Chairman Carmona: Go to the (County) website. There is a designated portal for some of the related documents regarding the County's position.

Mr. Osborne: Go to the County website - StoreyCounty.org. Click on the block that says "Innovation Zone". The letter is posted there with more information there within the next week.

Chairman Carmona asked about a motion.

Mr. Osborne said a motion would be to "stay the course" - it is an action item. He has other bills to discuss. He recommends the motion would be to follow the directive of the March 2^{nd} Commission meeting.

District Attorney Anne Langer recommended a motion be made as just stated. Other items to be discussed are not action items.

Motion: I, Commissioner Mitchell, move that we instruct staff to continue with the same approach efforts as outlined in guidance given at the March 2nd meeting, Action: Approve, Moved by: Vice Chairman Mitchell, Seconded by: Chairman Carmona, Vote: Motion carried by unanimous vote, (Summary: Yes=2)

Mr. Osborne continued with review of Bills being looked at. Department heads are monitoring Bills applicable to their departments. Their comments have been given to our lobbyist, Mary Walker their comments are gaining traction and are appreciated.

SB98 - Carson Water Subsconservancy Bill: No questions, it "scooted" right through and is on the way up.

SB90 - Impact Study for All Business and Development: Appears to be "dead", but is still being monitored.

AB150 - dealing with tiny houses: This bill has "morphed" quite a bit. Storey County already passed tiny house allowance in at least one zone, and small allowances in other zones - so (the County) would be compliant with the most stringent part of this ordinance.

SB250 - Public Works: Being able to do projects "in house" up to \$250,000, is losing ground - unions are pushing very hard against this. Arguments have been made to our legislatures, to NACO, and others - this Bill hurts rural counties that do not have as many vendors to work with.

AB249 - Construction Hours Bill: Limits construction to no earlier than 5 A.M. There are a lot of problems with this Bill. A comment that it will slow down projects was submitted on behalf of (the County) team. One contractor commented this will add about 60 days to the build of an average home and will translate to about a 20% increase in the cost. This is in direct opposition to efforts to create affordable housing in the region. (The County) currently has water and sewer projects mandated by NDEP requirements - those projects could be slowed down. Local jurisdictions currently have authority to set time limits and they should be able to make those decisions. (The County) has Special Use permitting allowing for exemptions that would allow 24 hour construction this would not be allowed under this Bill.

SB94 - Trespass on Ways: Key elements - the Bill has ^{li} morphed ^{lt} allowing a person to put a gate on a public road if the County allows. The County would have the ability to have the person remove the gate as well. This Bill also allows a person to put a gate on a private property where there is a permission arrangement. It allows the County to take action against those who put gates, signs, fences, etc., across public roads that it feels should not be there and there was no permission given. This Bill does not, and is not intended to, try to clarify legality of roads.

Public Comment:

Kris Thompson, TRI Project Manager: Thank you Mr. Osborne for the "heads up" on the Bill restricting construction hours. This is over-regulation. It bars construction outside of certain hours on any property within 500 feet of a commercial property. That would cover all of USA Parkway. There have been a number of projects (in TRI) that go 24 hours a day.

Vice Chairman Mitchell: Does AB249 warrant action by the Board? Or are the opposition comments sufficient?

Mr. Osborne said he would have no opposition to the Commission providing direction to staff on any of the Bills.

Vice Chairman Mitchell feels this Bill warrants taking a very strong stance against it by the Commission. Commissioner Gilman may want to weigh-in on this bill - I believe it is not specific to the one he recused from.

Commissioner Gilman did not comment.

Chairman Carmona agrees. This would hinder quite a few projects.

Motion: I, Commissioner Mitchell, make a motion to instruct staff to oppose Bill AB249 in the strongest possible terms, Action: Approve, Moved by: Vice Chairman Mitchell, Seconded by: Chairman Carmona, Vote: Motion carried by unanimous vote, (Summary: Yes=2)

Mr. Osborne said he will notify the (County 1s) lobbyists immediately so they can start taking action.

- 8. DISCUSSION ONLY (No Action No Public Comment): Committee/Staff Reports) Sheriff Antinoro:
- Funeral for StinkE will be held Thursday, with a procession through town to the cemetery. Anyone wishing to join in should meet at the Delta parking lot about 2:30. Alexia Sober said the date is March 25 th rather than this Thursday.
- This Friday there will be a "town hall" gathering (Coffee with the Sheriff) at the Roasting House, 8AM to IOPM. Anyone with questions regarding law enforcement or concerns with legislation involving the Sheriff's Office, are welcome to come. And, to also support Special Olympics. The Polar Plunge for Special Olympics is coming up soon.
 - If you miss this Friday, another "town hall" will be held March 26 th. Additional meetings will be held in April. Information will be put out when available.

Fire Chief Loncar:

- Waiting for the State inspection on the new ambulance. Hopefully in a week, EMS capabilities in TRI will be doubled.
- New software via dispatch is being tried out.

Vice Chairman Mitchell: At the last meeting, the contract with NVEnergy regarding the work in the Highlands, was discussed. Does that mean, once implemented, we will be replacing the current contractors doing the work in the Highlands?

Chief Loncar: No, we will to a degree. If a large tree is tangled up in the lines - due to safety and the power, (NVEnergy) will have their people out there. We hope to work closer with them for better results within the County.

Jason Wiezrbicki, Public Works Director:

- Bid opening for the Pyrite Road project will be held March 25th at 3PM.
- Final work is being done at the Justice Court and on-time for project close-out April 1 st. Courtroom furniture is being installed along with network infrastructure.

Joe Curtis, Emergency Management Director:

- As of today, there have been a total 84 cases in the County; 9 active; 3 deaths. Six new cases since March 1st a jump in the last two weeks.
- Quad-County total cases is 11,485, with 1,400 active, and 209 deaths.

- Storey County positivity rate is 5.1% per 100,000 population which the County does not have.
- Seven other counties have a better rate, which has not been the case in a long time.
- A task force has been established for the transition planned on May 1 st. We have received the State Covid Taskforce template advising us on what to do. Facts and statistics are being gathered to enable them to make informed decisions on what (the County) would like to do after May 1st.
- County Manager Osborne is meeting with the Governor's Taskforce providing information on where we plan to go and how we're looking at things.
- Once a plan is developed, it will be presented to Carson City Health & Human Services
- (CCH&HS) for input. Changes will be made as needed for approval. The plan will then go to the Governor ¹s Taskforce for review. After going through other reviews and sign-offs, the plan will come to the County Commissioners for sign-off. This would be at the April 20 th meeting so that it is done by May 1 st. Dates could change a little bit.
- Specifics on what we want to accomplish cannot be provided at this time, as it will depend on how things look on May 1 st - Covid positivity rate and other factors that would influence the plan.
- The State Covid Taskforce template for developing a plan and telling us what we have to do
 was just received. (The County) taskforce has met twice gathering facts, statistics, and
 information in order to make informed decisions on what we want to do after May 1 st
- We are working with CCH&HS every day to establish locations for vaccination sites. Plans are being worked on for sites at the industrial center.

Lara Mather, Community Relations Director:

- Last week, there were two days of vaccinations, and one day of testing. Only five people were tested. 315 doses of vaccine were given including first dose, single dose, and second dose for 65 and up.
- Thanks to everyone involved in testing we have a great team. We would not be able to do this job without them.
- Honey Tapley works with us through a grant from Community Chest.
- Stacey York from the Senior Center has been an integral part of the team since "day one". So has Anne from the Senior Center.
- Thank you to Public Works for leveling off the lumpy parking area at the testing/vaccination site on short notice. Also, the whole area was an icy mess and within no time they delivered 'ice melt".
- The next testing will be Wednesday, March 24th 10 to 11:30 A.M.
- For community members who want to get vaccinated, go to "Get Healthy Carson City.org". They have an updated list on who is eligible for vaccination. Or, call the State Covid hotline: 1-800-401-0946.
- Anyone needing assistance with the process, call Lara at 847-0986, ext. 1. She is happy to help with this process.
- Reminder to small businesses disposable masks and hand sanitizer are available. They are complimentary through a grant. Call Lara to make arrangements for delivery.

Deny Dotson, VCTC Director:

- The VCTC met and passed a tentative budget. Projections for this year are about \$250,000 over what they thought they would be. They should end quite a bit "in the black" compared to where they thought they would as they transition into a hopefully, somewhat normal summer.
- St. Patrick's Day in Virginia City was the place to be. Only 400 tickets were sold for the tasting event which spread everyone out. The way the merchants and participants set up, was "spot on". It was not perfect throughout town there will be more discussion regarding improvement at the Task Force meeting this Friday. Overall, it was a success, with nothing that can't be addressed.

Vice Chairman Mitchell asked about events this Thursday. He and his family went out the last time - it was great. He strongly encourages people to show support for the local business community.

Mr. Dotson: Yes. "Everyone is a Local at Night" with participating merchants, "bingo" at Pipers, saloons, art galleries opening, restaurants offering specials, and hotel rooms "extremely cheap" on this night. Everyone can go out to dinner locally and spend time on Thursday nights to help-out merchants. Open 5 to 8pm with more than 20 locations. Wear green at "bingo" this Thursday and get a free bingo card. There will be a live DJ starting next month. The current capacity at Pipers is 150.

Jennifer McCain, Comptroller:

- Updated tax revenue numbers have been received from Department of Taxation. Vanessa Stephens is working on updating the number so the budget can be adjusted.
- Estimated increases have been received for health and liability insurances. This will change the budget expense an approximate 10 to 20% increase. In order to complete the budget, we are waiting for finalization of revenues expected from Tesla, and the TRI Payback audit for what is owed them.
- All budgets are being finalized this week, then final review by the County Manager and budget committee. On track for budget review at the April 6th meeting. Tentative budget is due to Department of Taxation on April 15 th. Changes can be made between the tentative and final.

James Deane, IT Director:

- IT is "buttoning up'! network infrastructure at the Divide Justice Court facility. A micro-wave radio dish to be installed. A voice-over IT phone solution will be presented to the Judge and Ms. McCain for financial approval.
- Working with Linda Ritter on the strategic plan for the IT department.

Erik Schoen, Community Chest Director:

• As part of the Resilient 8 Coalition (8 rural counties), they have been working to mitigate the risks from opioids. They are hosting a free, opioid summit - via zoom. It is being held at a time when parents and working folks are able to attend - April 22nd, 6 to 8 PM. This (summit) will be from the perspective of people who have been doing this work and/ or who have struggled with recovery, or who have loved-ones who have struggled. There is a link in the (Community Chest) "chat box".

Stacey York, Senior Center Director:

- The Senior Center is still helping seniors with Covid vaccination appointments.
- A position is open at the Lockwood Senior/ Community Center for a Site Coordinator. The
 job announcement is on the Senior Center page on StoreyCounty.org non-profit
 employment.

Commissioner Gilman: (Stacey) has done a wonderful job, along with all the staff in the County, in coordinating the vaccination process. Thank you for all your efforts.

Eileen Herrington, Justice of the Peace:

 They will start moving on March 26th. The "go live" date at the new facility will be Monday, April 12 th - thanks to the help of IT and Mike Northan. They are looking forward to it.

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

Vice-Chairman Mitchell:

- Everyone is a Local" night is this Thursday he hopes there is support of the local business community who are going out of their way to stay open. There is a lot going on and a lot of specials.
- An open-air, town hall was held last Saturday for the Lockwood community. He
 is grateful for the participation of the community a lot of things were discussed,
 especially with the Legislature, community interests and concerns. Thank you to
 County Manager Osborne for being there. As the weather gets nicer, we will have
 more opportunity to do this in all the County communities.

Chairman Carmona:

• Echoes Mr. Dotson and Vice Chairman Mitchell. This is a push to get Virginia City to be an overnight destination rather than just a day trip. Thank you to merchants who are going above and beyond, staying open later. Everyone is encouraged to check it out.

Deputy District Attorney Keith Loomis:

- Mary Lou Wilson, filed a lawsuit against the County regarding the Stericycle Special Use Permit. He, as well as Stericycle, filed motions to dismiss on grounds that (Ms. Wilson) did not have standing to bring the case for review. The motion was granted and the case dismissed. Ms. Wilson has indicated she will take the case to the Supreme Court.
- The NVEnergy contract with the Fire Department is coming back (to the Board) for amendment. Insurance coverage for cyber-security provisions was set at \$5 million. The POOL became involved having some concerns that they have \$3 million in coverage. The amendment will be to decrease coverage probably to \$2 million. The POOL is still looking at this, making recommendations to Fire Districts around the State.

10. DISCUSSION (No Action): Community Chest Executive Director Erik Schoen to present the agency's 2020 Annual Report.

Mr. Schoen reviewed the Annual Report. Community Chest is a non-profit, providing dozens of health and human services. Services are provided to many other counties, as well as Storey County.

This allows them to apply for larger State and Federal grants and bring in additional resources. They have worked hard to continue to provide services throughout the year of Covid. Some highlights of the report are:

- Mental health and drug/ alcohol counseling really increased;
- Domestic violence numbers increased by 75%;
- The out-of-school youth program (18 to 24) are notoriously difficult. They are in the process of recruiting for this program.
- The "Cow-Bus Program" has been shut down due to Covid. They hope to get a bus running in March or April.
- Office space has been rented in Mineral County to provide services in that area. Before and after school summer programs in Storey County have been capped at 50% enrollment. Hopefully they will have a higher number as density requirements are lifted.
- A virtual celebration of their 30 th anniversary was held in October.
 The number of library card holders has increased despite Covid.
- The month of December showed the highest number of people served (by Community Chest) with meals.
- They continue to support schools providing snacks and meals. They have a little food pantry at each of the four schools.
- The "Angel Tree program" increased dramatically 2020.
- Nevada Health Services provided service to more than 400 patients.
- They continue to provide case management for people looking for training and employment.
- They are helping seniors sign up for Covid 19 vaccinations.
- The Early-Childhood Education Center is at max-capacity (Covid limits).
- Nevada Families First program continues to be provided virtually. All services are at their highest level and increasing.

Commissioner Gilman: Storey County is blessed having Director Schoen to oversee Community Chest. This is a wonderful program - we are well aware of the services they provide. Thank you Erik, staff, and all involved in Community Chest.

Vice Chairman Mitchell: Echoes Commissioner Gilman's comments. Community Chest is the defacto "health and human services arm" of the County. He appreciates how they are able to leverage and magnify tax dollars that come their direction - and the efforts to help people.

Chairman Carmona: Kudos to (Eric) and team - you do a fantastic job. Thank you.

11. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of a Proclamation declaring March as Women's History Month.

Lara Mather, Community Relations Coordinator: Storey County has a long history of history-making women. Ms. Mather reviewed history of women on the Comstock. The first two students graduating from any school in Nevada, were both women who graduated from the Fourth Ward School in 1878.

She hopes the celebration of women history-makers - past, present, and future - can continue in declaring March as Women's History Month. This has been very popular - showing how many

Deny Dotson: The VCTC produced a series of videos honoring women on the Comstock. One was released yesterday, with two more to come out later this month, with over 250 views. This brings awareness to how many women business owners, managers, and County officials are in the County.

Public Comment: None

Vice Chairman Mitchell: Encourages everyone to look-up the videos, they are great. They address and interview women in all aspects of life. 55% of the businesses on C Street are owned and/or managed by women. He is grateful for all the contributions of the women.

Chairman Carmona echoes those sentiments.

Motion: I, Commissioner Mitchell, move to approve proclaiming March 2021 as Women's History Month in Storey County, Action: Approve, Moved by: Vice Chairman Mitchell, Seconded by: Commissioner Gilman, Vote: Motion carried by unanimous vote, (Summary: Yes=3) 9

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

Senior Planner Kathy Canfield: This is a recommendation to fill the vacancy on the Planning Commission. After interview, Alexia Sober is being recommended for this position. (Ms. Sober) has been interviewed and has great qualifications.

Public Comment:

Alexia Sober: Inaudible

Commissioner Gilman said he had the opportunity to work with Alexia during his term on the VCTC. She was diligent in attendance, very proactive on C Street and Virginia City issues. She communicated clearly and she will be a quality participant on the Planning Commission. She would be a great addition.

Chairman Carmona: Agrees with Commissioner Gilman. Alexia has been around for a while and does a fantastic job being involved in the community.

Vice Chairman Mitchell: Echoes the sentiments. This recommendation is a "win-win" - not only do we get a well-qualified woman to participate, we do not have to say no to anyone else.

Motion: In accordance with the recommendation by staff, I, Commissioner Mitchell, move to approve Alexia Sober to represent Precinct One, Virginia City District, position on the Storey County Planning Commission, Action: Approve, Moved by: Vice Chairman Mitchell, Seconded by: Commissioner Gilman, Vote: Motion carried by unanimous vote, (Summary: Yes=3)

13. DISCUSSION/POSSIBLE ACTION: Consideration and possible approval of Amendment to 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. Continued to April 6, 2021.

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

15. DISCUSSION/POSSIBLE ACTION: Consideration and 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. Continued to April 6, 2021 at 10:00am

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

17. DISCUSSION/POSSIBLE ACTION: Consideration and possible action, Bid Acceptance of the Story County 2021 Road Rehabilitation Project.

Public Works Director Jason Wiezrbicki: This is for bid acceptance of the 2021 Road Rehab Project. Farr West has done a background check and recommendation is for the lowest bidder - in the amount of \$503,910.05 to SNC Construction (Sierra Nevada Construction). This includes pavement reconstruction/ full re-built on Edith Lane in Mark Twain; surrey seal on London Drive, West Denmark, and Venice; cape-seal on Ireland, and Megabite in TRI. \$750,000 was budgeted - so a few more roads can be added at the same pricing. They will look at change orders to utilize as much of the \$750,000 as possible.

Public Comment: None

Vice Chairman Mitchell: Any indication of how or why we came in that far under budget? He ¹s not disappointed - but how or why we were able to come that far under.

Mr. Weizrbicki: Last year's quantity pricing came in about \$75/ square yard - this year it's only a little over \$41/ square yard.

Chairman Carmona: Do you have an idea of when you would be working in the Mark Twain area? Will you be starting in Mark Twain or the Industrial Park?

Mr. Wiezrbicki: ASAP - we are ready to roll as soon as given the OK. It depends on SNC (where to start) - and probably depends on temperatures.

Motion: In accordance with staff recommendation, I, Commissioner Mitchell, make a motion to approve the apparent low bidder for the Storey County 2021 Road Rehabilitation Project to Sierra Nevada Construction (SNC) in the amount of \$503,910.05, Action: Approve, Moved by: Vice

Chairman Mitchell, Seconded by: Commissioner Gilman, Vote: Motion carried by unanimous vote, (Summary: Yes=3

18. DISCUSSION/POSSIBLE ACTION: Consideration and possible action, donate two 2012 Chevrolet Impalas to the NV POST (Nevada Peace Officers Standards & Training) Academy.

Sheriff Antinoro explained these are the last two remaining vehicles that have been rotated off the line and slated for disposal. They would like to donate them to the Academy to be used for training.

Public Comment: None

Commissioner Gilman: It looks like they are being put to good use and he supports this.

Motion: I, Commissioner Mitchell, move to approve donation of two 2012 Chevrolet Impalas to the Nevada POST Academy, VIN 2GIWD5E32C1172286 and #2GIWD5E35C1216040, Action: Approve, Moved by: Vice Chairman Mitchell, Seconded by: Commissioner Gilman, Vote: Motion carried by unanimous vote, (Summary: Yes=3)

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

20. DISCUSSION/POSSIBLE ACTION: Consideration and possible approval, of the 1st reading of an Off-Sale Liquor License for V City Gas, 351 N C St., Virginia City.

Sheriff Antinoro: This is the 1 st reading and so far we have come up with nothing that would preclude them from having a liquor license. There is no date as to when they are going to open. The new owners have several other businesses - it is understood they have several other liquor licenses. The Sheriff is unaware of any violations at this time. Approval of this 1st reading is requested.

Public Comment: None

Vice Chairman Mitchell: Having a gas station in a small town like this is a needed commodity. Anything we can do to getting them open, with proper care, we should do.

Chairman Carmona: Agreed. A lot of people are missing the gas station.

Motion: I, Commissioner Mitchell, recommend approval of Off-Sale Liquor License for V City Gas, 351 N C St., Virginia City, 89440 -Applicant is Jaswinder Singh, Action: Approve, Moved by: Vice Chairman Mitchell, Seconded by: Commissioner Gilman, Vote: Motion carried by unanimous vote, (Summary: Yes=3).

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

22. DISCUSSION/POSSIBLE ACTION: Approval of business license Second Readings:

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

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the second reading of business licenses as outlined in the agenda, Action: Approve, Moved by: Vice Chairman Mitchell, Seconded by: Chairman Carmona, Vote: Motion carried by unanimous vote, (Summary: Yes=2)

21. PUBLIC COMMENT (No Action)

None

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

Chairman Carmona adjourned the meeting at 11:27 A.M.

Respectfully submitted,

Vanessa Stephens Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 6/1/2021 10:00 AM BOCC Meeting

Agenda Item Type: Consent Agenda

• Title: Consideration and possible approval of claims in the amount of \$415,638.32.

• 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

Reviewed by:

- · Legal review required: False
- ____ Department Head Department Name:
 ____ County Manager Other Agency Review: _____
- Board Action:

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



Check Register

Packet: APPKT03005 - 2021-05-14 Cigna/Kansas Med/Dent Relssue cw

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-A	P Bank					
405519	Cigna Health and Life Insurance Con	05/14/2021	Regular	0.00	121,428.44	103223
	Void	05/14/2021	Regular	0.00	0.00	103224
405263	KANSAS CITY LIFE INS CO	05/14/2021	Regular	0.00	6,515.68	103225

Bank Code AP Bank Summary

		Payable	Payment		
Payment Type	`	Count	Count	Discount	Payment
Regular Checks		9	2	0.00	127,944.12
Manual Checks		0	0	0.00	0.00
Voided Checks		0	1	0.00	0.00
Bank Drafts		0	0	0.00	0.00
EFT's		0	0_	0.00	0.00
		9	3	0.00	127,944.12

Approved by the Storey County Board of Commissioners:

Chairman	Commissioner	Commissioner
MIC		5.13.21
Comptroller		Date
Treasurer		Date

Fund Summary

 Fund
 Name
 Period
 Amount

 999
 Pooled Cash Account
 5/2021
 127,944.12

 127,944.12
 127,944.12

Check Register





By Check Number

Vendor NumberVendor NamePayment DatePayment TypeDiscount AmountPayment AmountNumberBank Code: AP Bank-APBank405456Public Employees Retirement05/14/2021EFT0.0046,534.9610188

	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	46,534.96
		2	1	0.00	46,534.96

Approved by the Storey County Board of Commissioners:

Chairman	Commissioner	Commissioner
<u>JMCC</u> Comptroller		_ <u>5 B21</u> Date
Treasurer		Date

Check Kegister

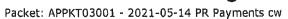
Fund Summary

 Fund
 Name
 Period
 Amount

 999
 Pooled Cash Account
 5/2021
 46,534.96

 46,534.96
 46,534.96

Check Register





By Check Number

a 05 /04/4/00 5						
Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-Al	P Bank					
405456	Public Employees Retirement	05/14/2021	EFT	0.00	83,759.49	10186
404639	VOYA RETIREMENT INS	05/14/2021	EFT	0.00	10,375.00	10187
300003	AFLAC	05/14/2021	Regular	0.00	1,206.67	103208
300008	AFSCME Union	05/14/2021	Regular	0.00	576.39	103209
405610	California State Disbursement Unit	05/14/2021	Regular	0.00	36.94	103210
405519	Cigna Health and Life Insurance Corr	05/14/2021	Regular	0.00	127,944.12	103211
	Void	0\$/14/2021	Regular	0,00	0.00	103212
300001	Colonial Life & Accident	05/14/2021	Regular	0.00	103.38	103213
404704	DVM INSURANCE AGENCY	05/14/2021	Regular	0.00	86,43	103214
405264	FIDELITY SEC LIFE INS CO	05/14/2021	Regular	0.00	1,302.49	103215
405263	KANSAS CITY LIFE INS CO	05/14/2021	Regular	0.00	743.99	103216
300011	Nevada State Treasurer	05/14/2021	Regular	0.00	4.00	103217
103233	PUBLIC EMPLY RETIREMENT SYSTEM	05/14/2021	Regular	0.00	434.66	103218
300010	State Collection & Disbursement Un	05/14/2021	Regular	0.00	213.43	103219
300006	Storey Co Fire Fighters Assoc	05/14/2021	Regular	0.00	1,450.00	103220
300005	Washington National Ins	05/14/2021	Regular	0.00	897.20	103221
300002	Western Insurance Specialties	05/14/2021	Regular	0.00	335.39	103222

Bank Code AP Bank Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	28	14	0.00	135,335.09
Manual Checks	0	0	0.00	0.00
Volded Checks	0	1	0.00	0,00
Bank Drafts	0	0	0.00	0.00
EFT's	5	2	0,00	94,134.49
	33	17	0.00	229,469,58

Approved by the Storey County Board of Commissioners:

Chairman	Commissioner	Commissioner
And_	*	51421
Comptroller		Date
Treasurer		Date

5/12/2021 3:53:20 PM Page 1 of 2

Fund Summary

 Fund
 Name
 Period
 Amount

 999
 Pooled Cash Account
 5/2021
 229,469.58

 229,469.58
 229,469.58

By Vendor Name Vendor History Report

Posting Date Range -

Payment Date Range 05/14/2021 - 05/14/2021

Payment	11,589.66 11,564.66	125.00
Net	11,589.66 11,564.66	125.00
Discount	0.00	0.00
Так	0.00	0.00
Shipping	0.00 0.00 7,978.66 720.00 235.40 106.60 443.75 121.25	0.00
Amount Shipping Dist Amount	11,689.66 11,564.66 7,9 2 2 11	125.00
Payment Date Account Name	5/14/2021 Insurances Rds-Ins Wtr-Ins Swr-Ins VCTC-Ins Pipers-Ins Fire-Ins	5/14/2021 Insurances
1099 Payment Number Account Number	DFT0000781 001-29506-000 020-29506-000 090-29506-000 130-29506-000 230-29506-000 231-29506-000	DFT0000782 001-29506-000
Post Date Amount	5/14/2021	5/14/2021 125.00
Price	0.00	0.00
Description Units ity Vendors	HSA Contributions 0.00	HSA Contributions 0.00
Payable Number Descripti Item Description Vendor Set: 01 - Storey County Vendors	405424 - Optum Bank, Member FDIC INV0014382 HSA Co HSA Contributions	INV0014383 HSA Contributions

Approved by the Storey County Board of Commissioners:

11,689.66

11,689.66

11,689.66 11,689.66

0.00 0.00

0.00 0.00

0.00

11,689.66

Vendors: (1) Total 01 - Storey County Vendors: Vendors: (1)

Report Total: 11,689.66

Commissioner	574.21 Date	Date
Commissioner		
Chairman	Comptroller	Treasurer



Storey County Board of County Commissioners Agenda Action Report

Mee	Meeting date: 6/1/2021 10:00 AM - Estimate of Time Required: 0 - 5	
	CC Meeting	Estimate of Time Required: 0 - 3
	ada Item Type: Consent Agenda	
A LEGUL	Turk Type: Consent Agenda	
•	Title: Consideration and possible action	on, approval of business license first readings:
•	A. Facilities Engineering - Out of Cou	nty / 900 E. Orangefair Ln., Anaheim, CA
•		of County / 1017 Central Parkway North, Ste. 100,
	San Antonio, TX	or country, 1017 contrart arkway 140mi, Stc. 100,
•	C. Howard Street Home - General / 12	0 N. Howard St., Virginia City, NV
•	D. Karaki Paining, LLC - Contractor /	
•	E. Subway - General / 420 USA Pkwy	
		oto 102, mecunan, 144
•	Recommended motion: Approval	
•	Prepared by: Ashley Mead	
	Department: Contact Nun	<u>1ber:</u> 775-847-0966
		
(0)	Staff Summary: First readings of sub	mitted business license applications are normally
	approved on the consent agenda. The a	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:	

• Board Action:

___ Department Head

____ County Manager

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

Department Name:

Other Agency Review: _____

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 May 24, 2021 Via Email

Fr:

Ashley Mead

Please add the following item(s) to the June 1, 2021

COMMISSIONERS Consent Agenda:

FIRST READINGS:

A. Facilities Engineering - Out of County / 900 E. Orangefair Ln. ~ Anaheim, CA

- B. Guckenheimer Services LLC Out of County / 1017 Central Parkway North, Ste 100 ~ San Antonio, TX
- C. Howard Street Home General / 120 N. Howard St. ~ Virginia City, NV
- D. Karaki Painting, LLC Contractor / 172 Edith Lane ~ Dayton, NV
- E. Subway General / 420 USA Pkwy Ste. 102 ~ McCarran, NV

Ec: Community Development Commissioner's Office Planning Department Comptroller's Office

Sheriff's Office



Storey County Board of County Commissioners Agenda Action Report

	2.5.1.4.4.	
BOC	ting date: 6/1/2021 10:00 AM - C Meeting	Estimate of Time Required: 15 min.
Agen	da Item Type: Discussion/Possible Action	on
ê	county staff and lobbyists regarding up County including, but not limited to, S the Carson Water Subconservancy Dis	roval, Update, discussion, and provide direction to becoming bills and legislation affecting Storey B 98 proposing Storey County's membership into strict, AB 90 two-year interim study regarding by BDR 1109 and 1148) one-year interim study on other properly related matters.
•	Recommended motion: I [county con lobbyists to represent Storey County as	nmissioner] motion to direct county staff and
•		
٠	b. Consider appropriate action on SCR 11 (Innovation Zone interim study) protecting the county and opposing separatist government; and	
•	c. Supporting, opposing, or neutral on other bills and proposed legislation affecting Storey County.	
•	Prepared by: Austin Osborne	
	<u>Department:</u> <u>Contact Num</u>	<u>1ber:</u> 7758470968
•	Staff Summary: The board at each me certain positions on bills of significance	eeting directs county staff and lobbyists to take to Storey County.
•	Supporting Materials: See attached	
•	Fiscal Impact: Not known yet.	
•	Legal review required: TRUE	
•	Reviewed by:	
	Department Head	Department Name:
	County Manager	Other Agency Review:

• Board Action:

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

SUMMARY—Creates a joint special committee to conduct a study concerning innovation zones.

(BDR R-1148)

SENATE CONCURRENT RESOLUTION—Creating a joint special committee to conduct a study concerning innovation zones.

WHEREAS, It is critical that the Nevada Legislature consider whether innovation zones, which are a unique form of local government on private land, would accelerate this State's economic diversification by attracting advanced technology industries to invest in this State; and

WHEREAS, The 81st Session of the Legislature has been unable to consider all of the critical issues surrounding innovation zones, as the Legislature continues to deal with the impact of the COVID-19 pandemic and the effects of the pandemic on the health, safety and welfare of the citizens of this State as well as on the economy of this State; and

WHEREAS, The appointment of a joint special committee to study innovation zones will enable a thorough vetting of the critical issues and facilitate discussion among all of the interested stakeholders, including, without limitation, local governments, tribal governments, environmental groups, labor organizations, economic development authorities, water authorities, advanced technology industries and global interests; now, therefore, be it

RESOLVED BY THE SENATE OF THE STATE OF NEVADA, THE ASSEMBLY CONCURRING, That there is hereby created a joint special committee to conduct a study of innovation zones, which must be composed of at least three members of the Assembly, two of whom must be appointed by the





Speaker of the Assembly and one of whom must be appointed by the Minority Leader of the Assembly, and at least three members of the Senate, two of whom must be appointed by the Majority Leader of the Senate and one of whom must be appointed by the Minority Leader of the Senate; and be it further

RESOLVED, That the joint special committee shall elect a chair and vice chair and may meet during the 81st Session of the Legislature for the purpose of electing a chair and vice chair; and be it further

RESOLVED, That the joint special committee shall, to the extent practicable, meet at least once a month to study, without limitation, the potential community and economic benefits of innovation zones and the impact of innovation zones on:

- 1. Economic development and job creation;
- 2. Workforce development;
- 3. Affordable housing:
- 4. Empowerment centers;
- 5. Regional water supplies;
- 6. Natural resources and the environment;
- 7. Counties and other forms of local government; and
- 8. State and local revenues and the distribution of taxes; and be it further

RESOLVED, That the joint special committee shall solicit the input of interested stakeholders, including, without limitation, local governments, tribal governments, environmental groups, labor





organizations, economic development authorities, water authorities, advanced technology industries and global interests; and be it further

RESOLVED, That any recommendation proposed by the joint special committee must be approved by a majority of the members of the Assembly and a majority of the members of the Senate appointed to the joint special committee; and be it further

RESOLVED, That the joint special committee shall, to the extent practicable, submit a report of the results of the study and any recommendations to the Governor on or before December 31, 2021, including, without limitation, whether:

- 1. No further action should be taken on innovation zones; or
- 2. Legislation on innovation zones should be proposed during a regular or special session of the Legislature; and be it further

RESOLVED, That the joint special committee may request the drafting of one legislative measure related to innovation zones at the 82nd Session of the Legislature; and be it further

RESOLVED, That if the joint special committee requests the drafting of a legislative measure related to innovation zones, the legislative measure must be prefiled on or before the first day of the 82nd Session of the Legislature; and be it further

RESOLVED, That the joint special committee shall submit a report of its findings to the 82nd Session of the Legislature; and be it further

RESOLVED, That this resolution becomes effective upon adoption.





SENATE CONCURRENT RESOLUTION NO. 11—COMMITTEE ON LEGISLATIVE OPERATIONS AND ELECTIONS

MAY 6, 2021

Referred to Committee on Legislative Operations and Elections

SUMMARY—Creates a joint special committee to conduct a study concerning innovation zones. (BDR R-1148)

EXPLANATION - Matter in bolded italics is new; matter between brackets femitted material is material to be omitted

SENATE CONCURRENT RESOLUTION—Creating a joint special committee to conduct a study concerning innovation zones.

WHEREAS, It is critical that the Nevada Legislature consider whether innovation zones, which are a unique form of local government on private land, would accelerate this State's economic diversification by attracting advanced technology industries to invest in this State; and

WHEREAS, The 81st Session of the Legislature has been unable to consider all of the critical issues surrounding innovation zones, as the Legislature continues to deal with the impact of the COVID-19 pandemic and the effects of the pandemic on the health, safety and welfare of the citizens of this State as well as on the economy of this State; and

WHEREAS, The appointment of a joint special committee to study innovation zones will enable a thorough vetting of the critical issues and facilitate discussion among all of the interested stakeholders, including, without limitation, local governments, tribal governments, environmental groups, labor organizations, economic development authorities, water authorities, advanced technology industries and global interests; now, therefore, be it

RESOLVED BY THE SENATE OF THE STATE OF NEVADA, THE ASSEMBLY CONCURRING, That there is hereby created a joint special committee to conduct a study of innovation zones, which must be composed of at least three members of the Assembly, two of whom must be appointed by the Speaker of the Assembly and one of whom must be appointed by the Minority Leader of the





Assembly, and at least three members of the Senate, two of whom must be appointed by the Majority Leader of the Senate and one of whom must be appointed by the Minority Leader of the Senate; and be it further

RESOLVED, That the joint special committee shall elect a chair and vice chair and may meet during the 81st Session of the Legislature for the purpose of electing a chair and vice chair; and be it further

RESOLVED, That the joint special committee shall, to the extent practicable, meet at least once a month to study, without limitation, the potential community and economic benefits of innovation zones and the impact of innovation zones on:

- 1. Economic development and job creation;
- 2. Workforce development;
- 3. Affordable housing;

- 4. Empowerment centers;
- 5. Regional water supplies;
- 6. Natural resources and the environment;
- 7. Counties and other forms of local government; and
- 8. State and local revenues and the distribution of taxes; and be it further

RESOLVED, That the joint special committee shall solicit the input of interested stakeholders, including, without limitation, local governments, tribal governments, environmental groups, labor organizations, economic development authorities, water authorities, advanced technology industries and global interests; and be it further

RESOLVED, That any recommendation proposed by the joint special committee must be approved by a majority of the members of the Assembly and a majority of the members of the Senate appointed to the joint special committee; and be it further

RESOLVED, That the joint special committee shall, to the extent practicable, submit a report of the results of the study and any recommendations to the Governor on or before December 31, 2021, including, without limitation, whether:

- 1. No further action should be taken on innovation zones; or
- 2. Legislation on innovation zones should be proposed during a regular or special session of the Legislature; and be it further

RESOLVED, That the joint special committee may request the drafting of one legislative measure related to innovation zones at the 82nd Session of the Legislature; and be it further

RESOLVED, That if the joint special committee requests the drafting of a legislative measure related to innovation zones, the legislative measure must be prefiled on or before the first day of the 82nd Session of the Legislature; and be it further





RESOLVED, That the joint special committee shall submit a report of its findings to the 82nd Session of the Legislature; and be it further

4 RESOLVED, That this resolution becomes effective upon 5 adoption.







STOREY COUNTY COMMISSIONERS' OFFICE



Storey County Courthouse 26 South "B" Street P.O. Box 176 Virginia City, Nevada 89440 Phone: 775.847.0968 - Fax: 775.847.0949 commissioners@storeycounty.org

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 neotraditional 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 degrees, 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)



Storey County Board of County Commissioners Agenda Action Report

	V. Taranta								
	ting date: 6/1/2 CC Meeting	021 10:00 AM -	Estimate of Time Required: 10 min.						
Ager	nda Item Type: 1	Discussion/Possible Action	on						
•	<u>Title:</u> Conside	eration and possible appr Agency Insurance Pool	roval of the acceptance of renewal proposal from (POOL) and approval of payment from fiscal year						
•	Recommende Nevada Agenc 2022 funds.	d motion: I (Commission of the Pool (POOl	oner) move to accept the renewal proposal from L) and approval for payment from fiscal year 2021-						
•	Prepared by:	Vanessa Stephens							
	Department:	Contact Nun	<u>nber:</u> 775-847-0969						
•	Staff Summar	<u>y:</u> None provided.							
٠	Supporting Materials: See attached								
•	Fiscal Impact:								
٠	Legal review 1	required: False							
٠	Reviewed by:								
	Departm	ent Head	Department Name:						
	County M	Manager	Other Agency Review:						
•	Board Action:								
[[] Approved		[] Approved with Modification						
	[] Denied		[] Continued						



Storey County Board of County Commissioners Agenda Action Report

	CIMO							
	eting date: 6/1/2 CC Meeting	021 10:00 AM -	Estimate of Time Required: 30 min					
Agei	nda Item Type:	Discussion/Possible Action	on					
•	delivery and a	d motion: I (Commission uthorize the County Mar propane fuel to county	oner) move to award the contract for propane fuel nager to execute an agreement with (provider) for tanks.					
•	Prepared by:	Mike Northan						
	Department:	Contact Num	<u>1ber:</u> 775-335-6991					
٠	Staff Summary: Staff recommends contract be awarded to Comstock Propane.							
•	Supporting Materials: See attached							
•	Fiscal Impact:							
•	Legal review	required: False						
•	Reviewed by:							
	Departm	ent Head	Department Name:					
	County I	Manager	Other Agency Review:					
	Board Actions							
	[] Approved		[] Approved with Modification					
	[] Denied		[] Continued					

Background:

The county's existing propane fuel delivery contract is at the end of its term. The current company under contract is Ferrellgas. The county has had some issues with Ferrellgas but overall, the service was adequate.

The county solicited quotes for propane delivery and publicly advertised the contract opportunity. We had multiple inquiries and four companies submitted sealed bids. The last time we went out to bid for this service, we had only one respondent. We contacted several smaller companies and asked why they were not bidding on our contract. We determined that several factors were limiting their competitiveness and therefore their incentive to participate.

For this bid, we made some changes to the terms and conditions that increased the incentive for smaller companies to participate and to enhance the service that the prospective companies will be required to provide as a part of this contract.

We extended the contract time to three years from one year. This allows smaller companies to attempt to recover their investment of installing up to forty tanks at county locations. The contract is extendable by mutual agreement for additional one-year terms.

We granted a time period of sixty days to change out all the tanks county-wide, during the summer months, with a provision that requires temporary tanks for inclement, out-of-season weather. The county buildings shall not be without propane service at any time.

We imposed a \$1000.00 fine for any tank run-dry event. Running out of propane during the winter months can be a serious problem and this fine is intended to provide a strong incentive to prevent that.

We specified Targa San Francisco as the baseline rack rate as published weekly in the BPN Newsletter. This levels the playing field for all companies to peg their propane base rate to a regional distributor for the central west coast.

We requested a schedule of tank prices so that the county can plan for purchasing tanks (rather than renting them). If the county owns the tanks, this makes us much more agile in selecting services or discharging a company for cause and re-engaging with another provider. The idea here is that the county purchase ten tanks per year (in consultation with Buildings and Grounds Division) to spread out the cost impact of this purchase.

We also solicited prices for installation of seismic valves at all county buildings. Only one bidder submitted a price for those so we may pursue that as a separate contract under "plumbing" rather than on the supply side.

As a result of these changes, we had four companies that submitted responsive bids.

Bid Results:

Please see the attached bid tabulation.

The county received sealed bids until 2:00 PDT on April 27, 2021. At that time, bids were opened and publicly read aloud. The Director of Public Works and the Operations and Projects Coordinator were present. All bids were found to be responsive.

Staff analysis and recommendation:

Staff determined that Comstock Propane is the apparent low bidder with a price-per-gallon (PPG) rate of Targa rack rate plus \$0.25 per gallon, a PPG for county employees of Targa rack rate plus \$0.50 per gallon, and a PPG for Storey County residents of Targa rack rate plus \$0.90 per gallon. The tank rental rate is \$1.00 per tank per year (about \$40.00 per year).

This is a substantial savings over the current average for residents of about \$1.50 over rack rate. The county itself is a substantial consumer of propane, and the rate of \$0.25 per gallon is a substantial savings over the current \$0.40 per gallon under our current contract.

Another factor here is responsiveness. Both Comstock Propane and High Sierra Propane have facilities located in the area. Both companies seem to have a good track record of being responsive to customers.

The prices for tanks for purchase were very similar and those costs are driven more by steel availability and the tank fabricators than the propane suppliers.

Tank rental rates were similar in that two companies offered \$1.00 per tank per year and two companies offered \$0.00 per year.

With all these factors taken into consideration, both Comstock Propane and High Sierra Propane are good candidates for the award of this contract. Comstock edges out Ferrellgas with a slightly lower per-gallon pricing.

Staff recommends award of the contract to Comstock Propane.

BID TABULATION SHEET

PPG emp PPG res Tank pricing Seismic Other ナANK RCシエ	250+98mr & NEW TAINES	•	100/KR/TANK	100/4E/TANK								
Seismic	250+98	NG BID	NO BID	NO BID								
Tank pricing	7	7	NA NA BIN	NA								
PPG res	%	1,50	Se Broge	€ 0								
PPG emp	"JŁ	1.50	,50	35,								
PPG	+ 24	516'	255	330								
Bidder	HIGH SIERRA	SUBURBAN	Com STOCIC	FRREUGAS								

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Storey County Board of County Commissioners Agenda Action Report

- 9							
	ting date: 6/1/2021 10:00 AM - CC Meeting	Estimate of Time Required: 15 min.					
Agen	nda Item Type: Discussion/Possible	e Action					
	publication of notice of the proparking spaces to TRI General I meeting on July 6, 2021 to cons the existing lease to TRIGID be space and 180 square feet of add	le approval of Resolution 21-615 regarding the losed amendment of a lease of additional office and improvement District (TRIGID and providing for a public ider objections to the amended lease. It is proposed that amended to provide 160 square feet of additional office litional parking space at the County Building located at eno Industrial Center. No additional rental amount above y paying will be charged.					
	Recommended motion: I move to approve Resolution 21-615 providing for the publication of notice of a proposed amendment of the lease to TRIGID and setting a public meeting on the proposed amendment for July 6, 2021 at 10:30 a.m. at the County courthouse located at 26 S. B Street in Virginia City, Nevada and authorize the Chairman to sign.						
((●:	Prepared by: Keith Loomis						
	Department: Contact Number: 775-847-0964						
٠	Staff Summary: See attached.						
٠	Supporting Materials: See attached						
•	Fiscal Impact:						
	Legal review required: False						
•	Reviewed by:						
	Department Head	Department Name:					

Other Agency Review:

Board Action:

____ County Manager

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

STAFF SUMMARY

The TRIGID has requested that it be allowed to occupy an additional 160 square feet of office space and 180 square feet of parking space at the County building located at 1705 Peru Drive in the Tahoe Reno Industrial Center. NRS 277.050 authorizes a lease of a public agency's real property to another public agency without advertising for public bids and for such consideration as is authorized by action of the governing body of the lessor public agency. In order to lease the property, the governing body, in a regular open meeting, must adopt a resolution declaring its intention to lease property. The resolution must describe the property being leased in a manner sufficient to identify the property and specify the rent, the terms upon which the property will be leased and fix a time not less than two weeks thereafter for a public meeting of the governing body at which objections to the lease may be made by the electors of Storey County. Notice of the adoption of the resolution and of the time and place of the public meeting must be published in a newspaper of general circulation in the County on at least two consecutive occasions with the last publication being not less than 7 days before the date of the public meeting.

In this case it is proposed that the TRIGID be allowed the additional space requested as it is available at the County building at 1705 Peru Drive. It is not proposed that the current rental amount of \$900.00 per month be increased.

RESOLUTION NO. 21 - 615

RESOLUTION:

Declaring Intention of Storey County to Amend Lease to TRIGID of Real Property and Improvements Located at 1705

Peru Drive, in the Tahoe Reno Industrial Center located in

Storey County, Nevada

WHEREAS, NRS 277.050 authorizes the County to lease county-owned property to another public agency; and,

WHEREAS, the TRI General Improvement District (TRIGID) is a public agency authorized to enter into a lease on such terms as the Board of County Commissioners of Storey County believe appropriate; and,

WHEREAS, TRIGID currently has a lease to a portion of the County building located at 1705 Peru Drive in the Tahoe Reno Industrial Center in Storey County, Nevada consisting of approximately 640 square feet and includes access to a conference room by reservation and to five parking spaces; and,

WHEREAS TRIGID desires to amend the lease by leasing an additional 160 square feet of office space within the county-owned building and to utilize 180 square feet of additional parking area; and,

WHEREAS, TRIGID is obligated to make tenant improvements to the leased space for an approximate cost of \$12,000.00, which tenant improvements will become the property of the County upon the termination of the lease; and

WHEREAS, The cost of the tenant improvements have been fully credited against a monthly rental amount of \$900.00 per month and accordingly TRIGID is currently paying \$900.00 per month; and

WHEREAS, The amended lease will be effective from the date of its approval and last for the remaining two year term of the existing lease with a possible extension for an additional year if requested by TRIGID; and,

WHEREAS, No change in the terms of the lease other than the right to use additional office and parking space is proposed.

NOW THEREFORE IS IT HEREBY RESOLVED AS FOLLOWS:

- That a Notice of the proposal to amend the lease of County-owned property to
 TRIGID be published in a newspaper of general circulation in the county at least
 twice with the last publication being not less than seven days prior to a public hearing
 on the proposal.
- 2. That a public meeting on the proposed lease be held on July 6, 2021 at the District Court courtroom located at 26 South B Street in Virginia City, Nevada at the hour of 10:30 o'clock a.m. at which objections to the amended lease may be made by the electors of Storey County.

Passed by the Board of County Commissioners of Storey County, this 1st day of June,

2021.

Jay Carmona, Chairman,

APPROVED AS TO FORM:

Clerk of the Board

Deputy District Attorney

NRS 277.050 Sale, exchange or lease of real property by public agency: Conditions; procedure.

- 1. As used in this section, "public agency" includes, without limitation, the United States or a department or agency of the Federal Government, a county, a public corporation and a public district.
- 2. Without a vote of the electors of a public agency first being had, the governing body of the agency may:
- (a) Sell or exchange to another public agency, the State of Nevada or a department or agency of the State or an Indian tribe; or
- (b) Lease to another public agency, the State of Nevada or a department or agency of the State or an Indian tribe, for a term not exceeding 99 years,

Ê any real property belonging to it.

- 3. A sale or exchange may be:
- (a) Negotiated without advertising for public bids.
- (b) Made for cash or property, or for part cash and property, or for part cash and terms of deferred payments secured by mortgage or deed of trust, but the purchasing public agency or entity or exchanging public agencies or entities shall, except as otherwise provided in NRS 277.053, pay or convey property worth an amount at least equal to the current appraised value of the real property being conveyed or exchanged. Money derived from a sale must be used for capital outlay.
 - 4. A lease may be:
 - (a) Negotiated without advertising for public bids.
- (b) Made for such consideration as is authorized by action of the governing body of the lessor public agency.
- 5. Before ordering the sale, exchange or lease of any such property, the governing body of a public agency shall, in a regular open meeting, by a majority vote of its members, adopt a resolution declaring its intention to sell or exchange it, or a resolution declaring its intention to lease it, as the case may be. The resolution must:
- (a) Describe the property proposed to be sold, exchanged or leased in such a manner as to identify it.
- (b) Specify the minimum price, consideration or rent and the terms upon which it will be sold, exchanged or leased.
- (c) Fix a time not less than 2 weeks thereafter for a public meeting of the governing body, at which objections to the sale, exchange or lease may be made by the electors of the public agency.

- 6. Notice of the adoption of the resolution and of the time and place of the public meeting must be published in a newspaper of general circulation published in the county in which the public agency or any part thereof is situated. The notice must be published not less than twice, on successive days, the last publication to be not less than 7 days before the date of the public meeting.
- 7. Any resolution accepting a bid or any other form of acceptance of a bid by another public agency must direct the chair, president or other presiding officer of the governing body of the selling, exchanging or lessor public agency to execute a deed or lease and to deliver it to the purchasing, exchanging or lessee public agency or entity upon the performance and compliance by it of all the terms and conditions of the contract to be performed concurrently with the delivery.

AMENDED LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into by and between Storey County, a political subdivision of the State of Nevada ("Lessor") and the TRI General Improvement District, (TRIGID) a political subdivision of the State of Nevada ("Lessee").

RECITALS

WHEREAS, LESSOR is the owner of property which it desires to lease to LESSEE, and;

WHEREAS, LESSEE desires to lease from LESSOR certain real property as more fully described below for the purposes and on the terms stated herein, and;

WHEREAS, the property to be leased consists of approximately 640 <u>800</u> square feet of area within a building <u>illustrated in Exhibit A herein</u> as well as an additional area for parking within the parking lot both owned by LESSOR, and;

WHEREAS, The Board of County Commissioners has adopted a resolution declaring its intention to lease the property, has published notice of its intent to lease the property and held a public hearing to hear any objections to the proposed lease and has determined to proceed with the lease.

NOW THEREFORE, the parties hereto incorporating the above recitals as part of their agreement and in consideration of the mutual covenants, terms and conditions, do hereby agree as follows:

ARTICLE I LEASED PREMISES

Section 1.01. <u>Leased Premises</u>. The term "Leased Premises" means space in the building located at 1705 Peru Drive, Suite 104, McCarran, Nevada located in the Tahoe-Reno Industrial Center and associated parking area owned by LESSOR. The space within the building to be occupied by LESSEE is depicted <u>as "Main Office Space" and "Secondary Office Space" in yellow in Exhibit A attached hereto and incorporated by reference herein. Also leased is an additional 180 square feet of area within the parking lot associated with the building which area is depicted <u>as "Main Parking Area" in green</u> on the attached Exhibit A</u>

Section 1.02. <u>Demise of Leased Premises</u>. LESSOR hereby leases to LESSEE, and LESSEE hereby leases from LESSOR, the Leased Premises, on the terms and conditions set forth in this Lease.

ARTICLE II TERM

Section 2.01. <u>Effective Date.</u> The effective date of the Lease ("Effective Date") will be the date both parties to this lease sign the lease.

Section 2.02. <u>Term.</u> The initial term of this lease shall be for 24 months. TRIGID may request an extension of the lease for up to an additional 12 months. Such request must be made in writing at least thirty days prior to the end of the initial term of the lease.

ARTICLE III RENT

Section 3.01. Rent. LESSEE shall pay to LESSOR as rent for the Leased Premises, the sum of zero dollars (\$0.00) per month during the initial fourteen months of the lease. Thereafter TRIGID shall pay a monthly rental of Nine Hundred Dollars (\$900.00). If TRIGID requests an extension of the lease, the monthly rental amount during the extended portion of the lease shall be Nine Hundred Dollars (\$900.00) per month.

ARTICLE IV CONSTRUCTION OF IMPROVEMENTS AND ADDITIONS THERETO

Section 4.01. <u>Construction of Improvements</u>. In lieu of the payment of rent during the first fourteen months of the lease, LESSEE shall make improvements to the leased premises acceptable to LESSOR as are set out in the attached Exhibit B. Said improvements are to remain with the premises upon LESSEE'S ending its occupancy of the premises and become the property of LESSOR without compensation to LESSEE. LESSOR will bear the cost of any permits needed to construct the improvements set out in Exhibit B.

LESSEE may make any other alterations, additions, or improvements to the Leased Premises which LESSEE deems appropriate as long as such alterations, additions or improvements do not materially degrade the Leased Premises. LESSEE shall acquire from appropriate governmental agencies every permit required to make such alterations, additions, or improvements. LESSEE shall furnish a copy of each and every permit to LESSOR prior to beginning any such work and shall complete said work according to applicable building codes in a workmanlike and expeditious manner. Upon notice of termination of the occupancy of the premises, LESSEE shall have fifteen (15) days within which time LESSEE shall be permitted to enter upon the Leased Premises for the purpose of removing any of the alterations, additions or improvements other than those set out in Exhibit B. On that date which is fifteen (15) days after notice of termination of the occupancy of the premises, all such alterations, additions, and improvements shall

immediately become LESSOR's property and shall remain on the Leased Premises without compensation to LESSEE.

- **Section 4.02.** <u>Premises Security.</u> LESSOR will deliver keys to the existing locks on the premises upon LESSEE'S request. LESSEE must not change the locks during the course of its tenancy.
- Section 4.03. <u>Tenant Improvements</u>. LESSEE shall be responsible for payment and installation of all tenant improvements and furniture deemed necessary to facilitate functionality. This includes but is not limited to lighting, parking and exit signage, fire extinguishers, desks, work stations and carpeting as needed.
- **Section 4.04.** Liens. LESSEE shall keep the Leased Premises free from, and shall indemnify, defend and hold LESSOR harmless from any claims or liens arising out of any work performed, materials furnished, or obligations incurred by, to, or for LESSEE. Such indemnification shall include attorney's fees and all costs. If LESSEE shall, in good faith, contest the validity of any such lien, then LESSEE shall at its sole expense defend itself and LESSOR against the same and shall pay and satisfy any adverse determination or judgment that may be rendered thereon before the enforcement thereof against LESSOR or the Leased Premises.
- Section 4.05. Entry by LESSOR. LESSOR and its agents and employees may enter the Leased Premises during normal working hours, Monday through Friday, after giving LESSEE advance notice to (a) inspect the Leased Premises; (b) exhibit the Leased Premises to prospective purchasers, tenants, or lenders; (c) supply any service to be provided by LESSOR to LESSEE; (d) post notices of non-responsibility; or (e) repair improvements on the Leased Premises. LESSOR's entry onto the Premise under this Section shall be conducted so as to cause as little interference to LESSEE's normal operations as is reasonably possible.

ARTICLE V USE OF LEASED PREMISES

Section 5.01. <u>Use of Leased Premises</u>. LESSEE shall use the Leased Premises as an office for administering TRIGID. LESSOR warrants and represents to LESSEE that the Leased Premises are zoned and are suitable for the purposes of using it for an administrative office. LESSEE's use of the premises also includes the right to utilize up to five parking spaces associated with the leased premises. LESSEE shall also be entitled to utilize the space within the room previously occupied by Switch in LESSOR'S building, <u>described as "Switch Shared Office Space" in Exhibit A</u>, for conferences and meetings on a reserved basis. LESSEE is also entitled to use of the restrooms and the break room within LESSOR'S building.

Page 4 of 12 ARTICLE VI

UTILITIES AND SERVICES

- Section 6.01. Utilities. LESSOR shall pay for water, gas, heat, light, power, telephone service, office trash, and all other services supplied to the Leased Premises for LESSEE's use.
- Section 6.02. Internet Service. COUNTY will provide internet service to LESSEE at a market rate as determined by the Storey County Information Technology Department
- Section 6.03. Interruption of Service. In no event shall LESSOR be liable for an interruption or failure in the supply of any utilities or services to the Leased Premises. not within the control of LESSOR.

ARTICLE VII CONDITION AND MAINTENANCE OF LEASED PREMISES

- Section 7.01. Maintenance. LESSEE shall, at its sole cost and expense, keep and maintain the Leased Premises and all improvements thereon including, without limitation, parking areas and utility pipes associated with the leased premises (whether or not of like nature to the structures now or hereafter on the Leased Premises) in good order, condition, and repair, ordinary wear and damage by the elements excepted.
- Section 7.02. Hazardous Wastes LESSOR warrants that no hazardous or toxic materials exist on the Leased Premises. LESSEE agrees to comply with applicable federal, state and local law dealing with hazardous or toxic material during its tenancy. LESSEE's obligation to LESSOR, however, shall be limited to containing and disposing of such materials as a result of LESSEE's operations during its use and occupancy of the Leased Premises. LESSEE shall not be responsible to LESSOR for containment. cleanup, or disposal of hazardous or toxic waste existing on the property prior to LESSEE's Lease thereof or subsequent thereto if not resulting from LESSEE's operation. LESSOR will indemnify, defend and hold LESSEE harmless from claims made against it by Third parties for cleanup and remediation costs. These indemnities are intended to operate as agreements pursuant to §107(e) of the Comprehensive Environmental Response Compensation and Liability Act (CERCLA). LESSEE will indemnify, defend and hold LESSOR harmless from claims for and cost of remediation and cleanup resulting from LESSEE's operations.
- Section 7.03. Governmental Regulations. LESSEE shall, at LESSEE's sole cost and expense, comply with all of the requirements of all federal, state, county, municipal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the Leased Premises and shall faithfully observe in the use of the Leased Premises all statutes, laws, ordinances, rules and regulations, whether

ARTICLE VIII LIABILITY FOR DAMAGE, TAXES AND ASSESSMENTS

Section 8.01. Loss and Damage. LESSOR shall not be liable for any damage to property of LESSEE or others located on the Leased Premises or in any building, nor for the loss of or damage to any property of LESSEE or others by theft or otherwise. LESSOR shall not be liable for any injury or damage to persons or property resulting from any casualty or cause whatsoever, save and except for damage caused by LESSOR's negligence or intentional acts or any damage which may be suffered as a result of hazardous or toxic materials existing on the Leased Premises prior to the Effective Date of this Lease. LESSOR shall not be liable for any such damage caused by other persons on the Leased Premises, occupants of adjacent property, or the public. All property of LESSEE kept or stored on the Leased Premises shall be so kept or stored at the risk of LESSEE only, and LESSEE shall hold LESSOR harmless from and hereby waives any claims arising out of damage to the same or damage to LESSEE's business, including subrogation claims by LESSEE's insurance carrier, unless such damage shall be caused by the willful act or gross neglect of LESSOR.

Section 8.02. <u>Taxes and Assessments</u>. LESSOR will be responsible for Real Property Taxes and any assessments on the property.

ARTICLE IX INSURANCE

Section 9.01. Comprehensive Liability Insurance. Throughout the term of this Lease, LESSEE shall, at its sole cost and expense, maintain in full force a policy or policies of comprehensive liability insurance, including property damage insurance that will insure LESSEE against liability for injury to persons and property and for the death of any person occurring on or about the Leased premises. The liability under such insurance shall not be less than One Million Dollars (\$1,000,000,00) for any one person injured or killed, not less than One Million Dollars (\$1,000,000.00) for any one accident, and not less than One Million Dollars (\$1,000,000.00) for property damage sustained in any one occurrence. LESSEE's insurance coverage shall be primary insurance in respect to LESSOR its officers, officials, employees or volunteers. Any insurance maintained or self-insurance maintained by LESSOR its officers, officials, employees or volunteers shall be excess of the LESSEE's insurance and shall not contribute to it. The insurance required under this Section may be furnished through general policies covering all of LESSEE's operations, wherever located. Any failure to comply with reporting requirements of the policies shall not affect coverage provided to LESSOR, its officers, officials, employees or volunteers. Coverage shall state that the LESSEE'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. LESSEE shall provide LESSOR with endorsements or certificates evidencing such policies.

Section 9.02. <u>Worker's Compensation Insurance</u>. LESSEE shall make adequate provision for accident or injury to LESSEE's employees and shall at all times during the Term and thereafter hold LESSOR harmless from all claims made by any person by reason of any injury, disability, or death of any employee of LESSEE resulting from LESSEE's operations. The insurer shall agree to waive all rights of subrogation against LESSOR, its officers, officials, employees or volunteers for losses arising from the leased premises

Section 9.03. <u>Deductibles and Self-Insured Retentions</u>. Any deductibles or self-insured retentions must be declared to and approved by LESSOR. At the option of LESSOR, either: the insurer shall reduce or eliminate deductibles or self-insured retentions as respects LESSOR, its officers, officials, employees or volunteers which LESSOR finds objectionable; or LESSEE shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Section 9.04. <u>Term of Coverage</u>. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to LESSOR. For failure of LESSEE to comply with the insurance requirements, LESSOR may terminate this Agreement

ARTICLE X INDEMNIFICATION

Section 10.01. LESSOR Held Harmless for Damages. LESSEE hereby waives any and all claims against LESSOR its officers, officials, employees and volunteers for damage to any property or injury or death of any person on or about the Leased Premises arising out of, connected with, or otherwise related to the use or occupancy of the Leased Premises, by LESSEE, its agents, employees, or invitees, and from any cause other than LESSOR's misconduct or negligence. LESSEE hereby agrees to indemnify, defend, and hold LESSOR it officers, officials, employees and volunteers harmless from and against all losses, liabilities, obligations, costs, expenses, and damages resulting from any claim, demand, or cause of action resulting from the use or occupancy of the Leased Premises by LESSEE, its agents, employees, or invitees. LESSEE's indemnity obligation shall include reasonable attorneys' fees, investigation costs and all other reasonable costs and expenses incurred by LESSOR. The parties shall make every reasonable effort to agree upon common counsel. However, if the interests of the parties diverge such that common counsel cannot reasonably represent both parties fully and fairly, then LESSEE shall not be obligated to pay for LESSOR's separate counsel. The provisions of this Section shall survive the termination of this Lease with respect to any claim, demand, or cause of action that is based on events occurring or circumstances

existing during the term of this Lease.

ARTICLE XI SURRENDER

Section 11.01. <u>Surrender of Leased Premises</u>. At the termination of this Lease, or any renewal hereof, LESSEE shall surrender the Leased Premises in good condition, reasonable wear and tear excepted, and shall surrender all keys for the Leased Premises to LESSOR and shall inform LESSOR of all combinations on locks, safes, and/or vaults, if any, on the Leased Premises. LESSEE during the last sixty (60) days of such term, may remove all trade fixtures and any other installations, alterations, or improvements made pursuant to Article V hereof, with the exception of the tenant improvements required by Exhibit B, before surrendering the Leased Premises as aforesaid, and if such fixtures are removed, shall repair any damage to the Leased Premises caused thereby. LESSEE's obligation to observe and perform this covenant shall survive the expiration or other termination of the Lease Term.

ARTICLE XII DESTRUCTION OF THE LEASED PREMISES

Section 12.01. <u>Fire, Explosion or Other Casualty</u>. In the event the Leased Premises are damaged by fire, explosion or other casualty LESSOR and LESSEE shall meet to determine whether to continue the lease. If either party desires to end the occupancy of the premises, the lease shall terminate immediately.

Section 12.02. <u>Notice by LESSEE</u>. LESSEE shall give immediate telephone or personal notice to LESSOR in case of fire, casualty or accidents in the Leased Premises or of any defects therein or in any fixtures or equipment and, within twenty-four (24) hours, shall confirm such notice in writing.

ARTICLE XI11 DEFAULT

Section 13.01. Events of Default. The occurrence of any of the following shall constitute a material default and breach of this Lease:

1. Any failure by LESSEE to pay rent during any extension of the lease or to make any other payment required to be made by LESSEE hereunder, where such failure continues for sixty (60) days after written notice thereof by LESSOR to LESSEE; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under NRS Chapter 40, or any corresponding succeeding law(s).

- 2. The abandonment or vacation of the Leased Premises by LESSEE.
- 3. Any failure by LESSOR or LESSEE to observe and perform any other provision of this Lease, where such failure continues for sixty (60) days (except where a different period of time is specified in this Lease) after written notice by the nonbreaching party to the other, provided, however that any such notice shall be in lieu of, and not in addition to, any notice required under NRS Chapter 40 or any corresponding succeeding law(s). If the nature of such default is such that the same cannot reasonably be cured within such sixty (60) day period, LESSOR or LESSEE shall not be deemed to be in default if, within such period, the breaching party shall commence such cure and thereafter diligently prosecute the same to completion.
- 4. (a) The making by LESSEE of any general assignment for the benefit of creditors; (b) subject to the rights of a trustee or court in bankruptcy under Federal Bankruptcy Laws, the filing by or against LESSEE of a petition to have LESSEE adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against LESSEE, the same is dismissed within sixty (60) days); (c) the appointment of a trustee or receiver to take possession of substantially all of LESSEE's assets located at the Leased Premises or of LESSEE's interest in this Lease, where possession is not restored to LESSEE within thirty (30) days; or (d) the attachment, execution or other judicial seizure of substantially all of LESSEE's assets located at the Leased Premises or of LESSEE's interest in this Lease, where such seizure is not discharged within thirty (30) days.

Section 13.02 <u>Right of Termination</u>. In the event of any such default by either party, then, in addition to any other remedies available to the non-breaching party at law or in equity, the non-breaching party shall have the immediate option to terminate this Lease and all rights of the non-breaching party hereunder by giving written notice of such intention to terminate. Such termination shall be in addition to any legal or equitable rights of the parties.

Section 13.03. <u>Right of Re-entry</u>. In the event of any such default by LESSEE, LESSOR shall also have the right, with or without terminating this Lease, to reenter the Leased Premises and remove all persons and property from the Leased Premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of LESSEE and LESSEE's obligation hereunder.

ARTICLE XIV WAIVER

Section 14.01. <u>No Continuing Waivers</u>. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a continuing waiver of such term, covenant, or condition or any subsequent breach of the

same or any term, covenant, or condition herein contained, nor shall any custom, practice, or course of dealing that may develop between LESSOR and LESSEE in the administration of this Lease be construed to waive the right of either to insist upon performance by the other in strict accordance with said terms.

ARTICLE XV SUCCESSORS

Section 15.01. <u>Successors</u>. This Lease shall bind and inure to the benefit of the parties and their respective successors, assigns, legatees, designees, legal representative,, but neither LESSEE nor LESSOR shall assign or delegate this Lease or any of their or its rights, interests or obligations hereunder without the prior written consent of the other party and any attempted or purported assignment or delegation without such consent shall be void. This Lease is not intended, nor shall it be construed, to confer any enforceable rights on any person who is not a party hereto.

Section 15.02. <u>Transfer by LESSOR--Release</u>. LESSOR, at any time and from time to time, may make an assignment of its interest in this Lease and, in the event of such assignment and the assumption by the assignee of the covenants and agreements to be performed by LESSOR herein, LESSOR and its successors and assigns (other than the assignee of this Lease) shall be released from all liability hereunder.

ARTICLE XVI REMEDIES CUMULATIVE

Section 16.01. Remedies Cumulative. The rights and remedies given to the parties in this Lease herein are distinct, separate and cumulative; and, unless specifically provided otherwise herein, no one such remedy, whether or not exercised, shall be deemed to be to the exclusion of others herein granted or given by law or in equity.

ARTICLE XVII HOLDING OVER

Section 17.01. <u>Holding Over</u>. If, without prior written approval by LESSOR, LESSEE holds possession of the Leased Premises after expiration of the extended term of this Lease, LESSEE shall become a Tenant from month-to-month upon the terms herein specified and at a rental amount of NINE HUNDRED DOLLARS (\$900.00) per month. Said rent may be changed by LESSOR giving to LESSEE a Sixty (60) day notice changing said rent. Each party shall give the other notice at least (60) days prior to the date of termination of such monthly tenancy of its intention to terminate such tenancy.

ARTICLE XVIII MISCELLANEOUS

- **Section 18.01.** <u>Amendments</u>. No provision of this Lease may be changed, modified, waived, discharged, or terminated, except by a written instrument executed and delivered by the parties.
- Section 18.02. <u>Applicable Law; Jurisdiction</u>. This Lease and all questions of validity, construction, interpretation, performance and enforcement of the terms and conditions of this Lease and any other obligation secured hereby shall be governed by the applicable statutory and common law of the State of Nevada and the parties agree that any proceedings with respect to the performance or enforcement of this Lease shall be brought in a court of competent jurisdiction within the First Judicial District in the State of Nevada.
- **Section 18.03.** Brokers. The parties acknowledge that neither party has retained a broker to assist in bringing about the transactions provided for hereunder. The parties agree to indemnify, defend and hold one another harmless from and against all claims for brokerage commissions and finder fees arising by reason of this Lease.
- **Section 18.04.** Captions. The captions, titles, headings and Section numbers appearing in this Lease are for reference proposes only and shall in no way limit, define, or otherwise affect the construction of this Lease.
- Section 18.05. <u>Complete Agreement</u>. Except instruments incorporated herein by reference and documents executed simultaneously herewith there are no written and/or oral agreements between LESSOR and LESSEE additional to or different from this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, agreements, letters and understandings between LESSOR (or its agents, or representative) and LESSEE with respect to the subject matter of this Lease. There are no representations between LESSOR and LESSEE other than those contained in this Lease, and all reliance with respect to any representation is solely upon the representations contained in this Lease. This Lease shall be construed in a fair and equitable manner and shall not be construed against the party by whom it was drafted.
- Section 18.06. <u>Counterparts</u>. This Lease may be executed in any number of counterparts, or by different parties in different counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and in making proof hereof, it shall not be necessary to produce or account for more than one such counterpart.
- Section 18.07. <u>Covenants</u>. Whenever in this Lease any words of obligation or duty are used in connection with either LESSOR or LESSEE, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated.
- **Section 18.08.** <u>Effectiveness</u>. Submission of this instrument for examination or execution by LESSEE does not constitute a reservation of or option to lease, and it is not

effective as a lease or otherwise until it has been executed and delivered by both LESSOR and LESSEE.

Section 18.09. Sections. Articles and Sections mentioned by number only are the respective Articles and Sections of this Lease as so numbered. Any headings preceding the texts of the several Articles and Sections of this Lease, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construct or effect.

Section 18.010. Force Majeure. Any covenants, conditions, provisions, or agreements on the part of LESSOR to be performed shall not be deemed breached if LESSOR is unable to furnish or perform the same by virtue of any cause whatsoever beyond LESSOR'S control.

Section 18.011. No Partnership. The parties expressly agree and acknowledge that LESSOR does not in any way or for any purpose become a principal or partner of LESSEE in the conduct of its business or a joint venturer or a member of a joint enterprise with LESSEE by reason of this Lease.

Section 18.012. <u>Notices.</u> All notices, requests, waivers, approvals, consents, demands and other communications hereunder shall be in writing and shall be deposited with the United States Postal Service, with all charges, fees and first-class postage prepaid, properly addressed as follows:

If to LESSOR:

Storey County

Attn: Austin Osborne, County Manager

P. O. Box 176

Virginia City, Nevada 89440

If to LESSEE:

TRIGID

Attn: Shari Whalen, General Manager

1705 Peru Drive Suite 104 McCarran, Nevada 89437

Section 18.013. <u>Partial Invalidity</u>. If any term, covenant, or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant, or condition to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each term, covenant, or condition of this Lease shall be valid and enforced to the fullest extent permitted by law.

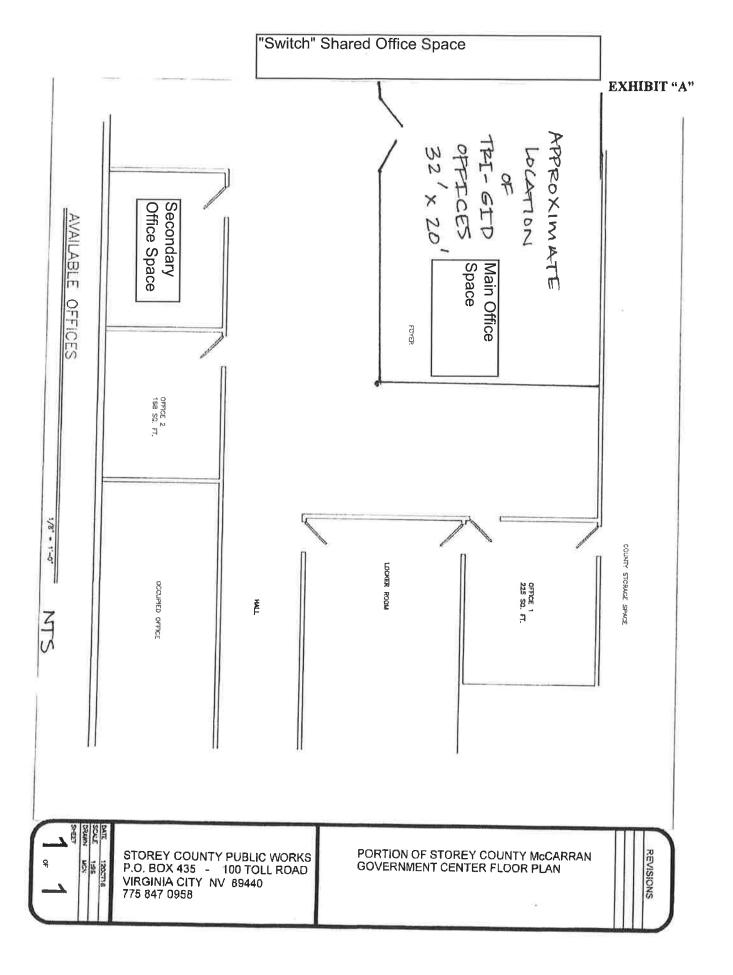
Section 18.014. <u>Time of Essence</u>. It is expressly understood and agreed that time is of the essence as to this Lease and all the terms, conditions, covenants and provisions hereof. Whenever the time for performance of any act hereunder falls on a

Page 12 of 12

Saturday, Sunday or legal holiday, such time shall be extended to the next business day.

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

LESSOR	LESSEE	
By: Austin Osborne Its: County Manager	By: Its:	



Tenant Improvements to 1705 Peru Drive

- 1. Enclose 32x20 space at 1705 Peru #104.
- 2. Metal stud framing, sound insulation, drywall (paint to match existing).
- 3. Double doors with glass insets.
- 4. Three windows

EXHBIT B

NOTICE OF PROPOSED LEASE OF COUNTY PROPERTY

Pursuant to Nevada Revised Statute Section 277.050 notice is hereby given that the Board of County Commissioners of Storey County has adopted Resolution 21-615 addressing the proposed lease of an additional 140 square feet of office space and 180 square feet of parking area, located at 1705 Peru Drive, McCarron, Nevada to the TRI General Improvement District (TRIGID). TRIGID is paying \$900.00 per month for the space it is currently occupying and that rental amount will not change. Storey County does not propose to advertise for public bids. The Board of County Commissioners of Storey County will hold a public meeting on the propriety of entering into the amended lease on the 6th day of July, 2021 at 10:30 o'clock a.m. at the Storey County Courthouse located at 26 S. B street in Virginia City, Nevada. Access to the meeting may be in person or by Zoom. Further information, including copies of the proposed lease, are available at the County Clerk's Office located at 26 S. B Street in Virginia City, Nevada.



[] Approved

Storey County Board of County Commissioners Agenda Action Report

4	DEWIDT								
	ting date: 6/1/2021 10:00 CC Meeting	0 AM -	Estimate of Time Required: 15 min.						
	Agenda Item Type: Discussion/Possible Action								
•									
•	Recommended motion: I (Commissioner) move to approve Resolution 21-616 providing for the publication of notice of a proposed lease to Dept. on behalf of DPBH and setting a public meeting on the proposed lease for July 6, 2021 at 11:00 a.m. at the County courthouse located at 26 S B Street, Virginia City, Nevada and authorize the Chairman to sign.								
(10)	Prepared by: Keith Lo	omis	e.						
	Department: Contact Number: 775-847-0964								
•	Staff Summary: See at	tached.							
•	Supporting Materials:	See attached							
	Fiscal Impact:								
•	Legal review required: False								
•	Reviewed by:								
	Department Head		Department Name:						
	County Manager		Other Agency Review:						
	Board Action:								

[] Approved with Modification

[] Denied	[] Continued

STAFF SUMMARY

The State of Nevada has requested that it be allowed to lease 120 square feet of office space and parking spaces at the County building located at 1705 Peru Drive in the Tahoe Reno Industrial Center. The purpose of the lease is to allow employees of the Environmental Health Division to provide environmental health services such as inspecting food trucks, restaurants, food manufacturing facilities and similar facilities in the TRI Center area. NRS 277.050 authorizes a lease of a public agency's real property to another public agency without advertising for public bids and for such consideration as is authorized by action of the governing body of the lessor public agency. In order to lease the property, the governing body, in a regular open meeting, must adopt a resolution declaring its intention to lease property. The resolution must describe the property being leased in a manner sufficient to identify the property and specify the rent, the terms upon which the property will be leased and fix a time not less than two weeks thereafter for a public meeting of the governing body at which objections to the lease may be made by the electors of Storey County. Notice of the adoption of the resolution and of the time and place of the public meeting must be published in a newspaper of general circulation in the County on at least two consecutive occasions with the last publication being not less than 7 days before the date of the public meeting.

The lease would be for an initial term of four years subject to an option to renew and no rent would be charged.

NOTICE OF PROPOSED LEASE OF COUNTY PROPERTY

Pursuant to Nevada Revised Statute Section 277.050 notice is hereby given that the Board of County Commissioners of Storey County has adopted Resolution 21-616 addressing the proposed lease of 120 square feet of office space and parking spaces, located at 1705 Peru Drive, McCarron, Nevada. The Nevada Department of Administration, Division of Public Works on behalf of the Department of Health and Human Services, Division of Public and Behavioral Health, Environmental Health Section proposes to lease the property for environmental health inspections in and around the Tahoe Reno Industrial Center. The lease would be for an initial term of four years. No rent will be charged. Storey County does not propose to advertise for public bids. The Board of County Commissioners of Storey County will hold a public meeting on the propriety of entering into the lease on the 6th day of July, 2021 at 11:00 o'clock a.m. at the Storey County Courthouse located at 26 S. B street in Virginia City, Nevada. Access to the meeting may be in person or by Zoom. Further information, including copies of the proposed lease, are available at the County Clerk's Office located at 26 S. B Street in Virginia City, Nevada.

NRS 277.050 Sale, exchange or lease of real property by public agency: Conditions; procedure.

- 1. As used in this section, "public agency" includes, without limitation, the United States or a department or agency of the Federal Government, a county, a public corporation and a public district.
- 2. Without a vote of the electors of a public agency first being had, the governing body of the agency may:
- (a) Sell or exchange to another public agency, the State of Nevada or a department or agency of the State or an Indian tribe; or
- (b) Lease to another public agency, the State of Nevada or a department or agency of the State or an Indian tribe, for a term not exceeding 99 years,

Ê any real property belonging to it.

- 3. A sale or exchange may be:
- (a) Negotiated without advertising for public bids.
- (b) Made for cash or property, or for part cash and property, or for part cash and terms of deferred payments secured by mortgage or deed of trust, but the purchasing public agency or entity or exchanging public agencies or entities shall, except as otherwise provided in NRS 277.053, pay or convey property worth an amount at least equal to the current appraised value of the real property being conveyed or exchanged. Money derived from a sale must be used for capital outlay.
 - 4. A lease may be:
 - (a) Negotiated without advertising for public bids.
- (b) Made for such consideration as is authorized by action of the governing body of the lessor public agency.
- 5. Before ordering the sale, exchange or lease of any such property, the governing body of a public agency shall, in a regular open meeting, by a majority vote of its members, adopt a resolution declaring its intention to sell or exchange it, or a resolution declaring its intention to lease it, as the case may be. The resolution must:
- (a) Describe the property proposed to be sold, exchanged or leased in such a manner as to identify it.
- (b) Specify the minimum price, consideration or rent and the terms upon which it will be sold, exchanged or leased.
- (c) Fix a time not less than 2 weeks thereafter for a public meeting of the governing body, at which objections to the sale, exchange or lease may be made by the electors of the public agency.

- 6. Notice of the adoption of the resolution and of the time and place of the public meeting must be published in a newspaper of general circulation published in the county in which the public agency or any part thereof is situated. The notice must be published not less than twice, on successive days, the last publication to be not less than 7 days before the date of the public meeting.
- 7. Any resolution accepting a bid or any other form of acceptance of a bid by another public agency must direct the chair, president or other presiding officer of the governing body of the selling, exchanging or lessor public agency to execute a deed or lease and to deliver it to the purchasing, exchanging or lessee public agency or entity upon the performance and compliance by it of all the terms and conditions of the contract to be performed concurrently with the delivery.

RESOLUTION NO. 21 - 616

RESOLUTION:

Declaring Intention of Storey County to Lease to Real Property and Improvements Located at 1705 Peru Drive, in the Tahoe Reno Industrial Center in Storey County, Nevada Nevada, to the Department of Administration, Public Works Division on Behalf of the Department of Health and Human

Services, Division of Public and Behavioral Health,

Environmental Health Section,

WHEREAS, NRS 277.050 authorizes the County to lease county-owned property to another public agency; and,

WHEREAS, The Department of Administration, Division of Public Works (Dept.) is a public agency authorized to enter into a lease on such terms as the Board of County Commissioners of Storey County believe appropriate; and,

WHEREAS, Dept. desires to lease approximately 120 square feet of office space and parking spaces on behalf of the Department of Health and Human Services, Division of Public and Behavioral Health, Environmental Health Section (DPBH), in the County-owned building located at 1705 Peru Drive in the Tahoe Reno Industrial Center in Storey County, Nevada; and,

WHEREAS County is willing to lease office space to Dept, for the benefit of DPBH; and,

WHEREAS, the lease will be for four years with an option to renew for another five years for no rent.

NOW THEREFORE IS IT HEREBY RESOLVED AS FOLLOWS:

 That a Notice of the proposal to lease County-owned property to Dept. on behalf of DPBH be published in a newspaper of general circulation in the county at least twice with the last publication being not less than seven days prior to a public meeting on the proposal.

2. That a public meeting on the proposed lease be held on July 6, 2021 at the District Court courtroom located at 26 South B Street in Virginia City, Nevada at the hour of 11:00 o'clock a.m. at which objections to the proposed lease may be made by the electors of Storey County.

Passed by the Board of County Cor	mmissioners of Storey County, this 1st day of June
2021.	
Jay Carmona, Chairman,	
ATTEST:	APPROVED AS TO FORM:
Clerk of the Board	Deputy District Attorney

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), made and entered into this 6th day of May, 2021, by and between STOREY COUNTY hereinafter referred to as LESSOR, and STATE OF NEVADA, DEPARTMENT OF ADMINISTRATION, PUBLIC WORKS DIVISION, hereinafter referred to as LESSEE, for and on behalf of DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF PUBLIC AND BEHAVIORAL HEALTH, ENVIRONMENTAL HEALTH SECTION hereinafter referred to as TENANT (hereinafter collectively known as "the Parties").

WITNESSETH:

For and in consideration of the rents herein reserved and the covenants, terms and conditions herein contained, LESSOR does by these presents lease unto LESSEE the following described property:

Approximately 120 usable square feet of office space, (the "Demised Premises" and "Shared Space") located at 1705 Peru Drive, Sparks, Nevada 89434. Refer to "EXHIBIT A", attached hereto and incorporated herein.

ONE. TERM OF LEASE. Subject to Section Twenty below, LESSOR hereby leases unto LESSEE and LESSEE agrees to lease from LESSOR approximately 120 usable square feet of office space, located at 1705 Peru Drive, Sparks, Nevada 89434, effective upon approval of the Nevada Board of Examiners, expected to be on July 13, 2021 retroactively commencing July 1, 2021 and terminating on June 30, 2025, with an early occupancy of June 1, 2021.



Page 1 of 13

- LESSOR certifies, by signing this Lease, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or This certification is made pursuant to the regulations agency. implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations.
- 1.2 LESSOR and its principals shall comply with requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
- 1.3 LESSOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). To the extent this provision is applicable, LESSOR agrees to report all violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 1.4 LESSOR certifies, by signing this Lease that it will not and has not used federally appropriated funds to pay any person or



State of Nevada

Department of Administration

organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 (Byrd Anti-Lobbying Amendment). LESSOR must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Disclosures will be forwarded to the appropriate agencies.

TWO. COMPLIANCE WITH THE LAW. LESSOR shall promptly execute and comply with all statutes, rules, orders, building codes, fire codes (including but not limited to required fire extinguishers), ordinances, requirements, and regulations of the City, County, State, and Federal governments, including OSHA, the Americans with Disabilities Act of 1990 (P.L. 101-136), (42 USC Section 12101 through 12213 and 47 USC Sections 225), as amended, and regulations adopted thereunder contained in 28 26.101-36.999, C.F.R. inclusive, and any relevant program-specific regulations, and underlying regulations and rules applicable to the Demised Premises. Nothing herein contained shall be construed to restrict LESSOR from contesting the validity of any such regulations, rule, or ordinance, provided LESSOR indemnifies LESSEE to its reasonable satisfaction against the consequences of non-compliance during the period of dispute.

THREE. RENT. TENANT agrees to pay to LESSOR as and for rental for said Demised Premises the sum of:



3.1 A monthly total of ZERO DOLLARS AND 00/100 (\$0.00).

FOUR. UTILITIES AND SERVICES.

- 4.1 Utilities and Services Provided by LESSOR. LESSOR, at LESSOR'S sole cost and expense, shall provide the Demised Premises with utilities and services necessary to sustain a comfortable professional office environment, including janitorial services.
 - 4.2 Utilities and Services Provided and Paid by TENANT.
- a) TELEPHONE/DATA. TENANT shall provide state-owned telephone and computer/data equipment and pay Industry Standard user fees for telephone/data services.
- b) <u>JANITORIAL SERVICES</u>. TENANT shall provide janitorial services for the Demised Premises.
- 4.3 Hours of Operation. TENANT shall have access to the Demised Premise and the Shared Space twenty-four hours a day, 365 days a year as necessary to carry out its operations, although normal hours of operation are Monday through Friday from 8:00 AM through 5:00 PM.
- 4.4 <u>Building Access</u>. LESSOR shall provide TENANT with access control cards, alarm codes, and building keys for TENANT employees' access to the Demised Premises and Shared Space. TENANT shall be responsible for safeguarding all LESSOR access control cards, alarm codes, and building keys and ensuring that only authorized employees have building access.

TENANT shall notify LESSOR prior to installing and/or maintaining services or equipment or other personal property to



assure LESSOR installation or maintenance will be performed with minimal disturbance. The Premises shall be restored, at the end of TENANT'S operation, to a condition equal to the condition at the time of occupancy, less ordinary wear and tear. termination or end of operations, TENANT will remove its equipment in a time frame that is acceptable to both parties.

4.5 Co-location. TENANT and LESSOR shall ensure that their respective employees are sufficiently certified to view, modify, or otherwise use data which may be housed within the building. It is the responsibility of TENANT and LESSOR to safeguard the privacy of its own data.

Neither LESSOR'S nor TENANT'S personnel shall act in any manner that unreasonably causes disruption to the other party's right to quiet enjoyment of the Premises.

REPAIR AND MAINTENANCE. LESSOR, at LESSOR'S sole cost and expense, agrees to provide maintenance and make any and all repairs necessary to keep the Demised Premises in a first-class condition during the Lease Term. TENANT shall reimburse LESSOR for repairs and replacements to the Demised Premises which are necessary due to TENANT'S misuse or negligence.

The Parties understand and agree that due to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and by Policies established by the Nevada State Department of Health and Human Services, that except in the event of an emergency, LESSOR and/or LESSOR'S employees and agents shall



State of Nevada

give reasonable notice to TENANT in order to gain access to the Demised Premises and may be subject to being escorted within the Demised Premises. LESSOR'S employees and agents agree to sign and abide by EXHIBIT "B" ACCESS AND CONFIDENTIALITY AGREEMENT, attached hereto and incorporated herein.

SIX. ALTERATIONS, ADDITIONS AND IMPROVEMENTS. TENANT shall not negotiate or cause to be made any alterations, additions or improvements in or to the Demised Premises. TENANT may, at any time during the Lease Term, requisition LESSEE in writing to negotiate and arrange alterations, additions, or improvements in and to the Demised Premises by LESSOR.

SEVEN. PAYMENT OF TAXES AND INSURANCE. LESSOR, at their sole cost and expense, agrees to maintain property and liability insurance on the building complex and improvements on the Demised Premises and Shared Space at all times during the Term of this Lease. LESSOR will pay all applicable real property taxes or any other assessments on the Demised Premises when due, including improvements thereon during the Lease Term hereof or any renewal period.

TENANT shall maintain in force at its sole cost and expense, all risk property insurance coverage, including sprinkler leakage (if the building is equipped with sprinklers), in an amount equal to the replacement cost of TENANT'S trade fixtures, furnishings, equipment, and contents upon the Demised Premises.



The State of Nevada is self-insured for both liability and property insurance. All liability claims are handled in accordance with Nevada Revised Statutes, Chapter 41. Regarding property insurance, the State self-insures the first Five Hundred Thousand Dollars (\$500,000.00) of each loss. Claims above that amount are commercially insured under an all risks property insurance policy.

INDEMNIFICATION. To the extent of the liability EIGHT. limitation set forth in NRS Chapter 41, LESSEE/TENANT hereby agrees to indemnify and hold harmless LESSOR, its successor, assigns, agents and employees from all claims, damages, losses and expenses due to TENANT negligence arising out of or resulting from the use and occupancy of the Demised Premises and Shared Space or any accident in connection therewith, but only to the extent caused in whole or in part by negligent acts or omissions of TENANT, its subtenants, employees or agents. The State shall not be required to indemnify LESSOR, its successors, assigns, agents and employees for any liability, claims, damages, losses or expenses relating to or arising out of this Lease to the extent caused in whole or in part by the acts, negligence or omission of LESSOR, its successors, assigns, agents, and employees, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.



WAIVER OF SUBROGATION. LESSOR and LESSEE or TENANT NINE. hereby waive any rights each may have against the other for loss or damage to its property or property in which it may have an interest where such loss is caused by a peril of the type generally covered by all risk property insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Lease, and each party waives any right of subrogation regarding such property damage or losses, that it might otherwise have against the other party, any additional designated insured and any other tenant in the building. The Parties agree to cause their respective insurance companies insuring the Demised Premises or insuring their property on or in the Demised Premises to execute a waiver of any such rights of subrogation or, if so provided in the insurance contract, to give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

BREACH OR DEFAULT. In the event of any failure by TEN. LESSOR, LESSEE, or TENANT to keep and comply with any of the terms, covenants or provisions of this Lease or remedy any breach thereof, the defaulting party shall have thirty (30) days from the receipt of written notice of such default or breach within which to remove or cure said default or breach, or in the event the defaulting party is diligently pursuing the removal or cure of such breach, a reasonable time shall be allowed beyond the thirty (30) days.



State of Nevada

Department of Administration

LESSOR or by LESSEE or TENANT for breach of any express provision or condition of this Lease, the prevailing party of such action shall be entitled to reasonable attorney's fees, not to exceed \$125.00 per hour, which shall be deemed to have accrued on the commencement of the action and shall be paid on the successful completion of that suit by LESSOR, LESSEE or TENANT whichever the case may be.

TWELVE. TERMINATION. This Lease may be terminated by either party prior to the date set forth in Section One above, provided that a termination shall not be effective until sixty (60) days after a party has serviced written notice upon the other party. This Lease may be terminated by mutual consent of both parties or unilaterally by either party without cause.

THIRTEEN. OPTION TO RENEW. LESSEE shall have the option to renew this Lease by giving written notice of intention to renew at least three hundred sixty-five (365) days prior to expiration of the Lease Term or any renewal period hereunder. Receipt of which shall be acknowledged by LESSOR in writing. The exercise of the option shall, however, not be effective nor binding on the Parties herein unless and until the same has been approved by the Nevada Board of Examiners, which may occur after the required prior written notice.



Page 9 of 13

FOURTEEN. REMEDIES. The remedies given to LESSOR, LESSEE and/or TENANT shall be cumulative, and the exercise of any one remedy shall not be to the exclusion of any other remedy.

writing and delivered in person or sent by certified mail, return receipt requested, to LESSOR and in all cases jointly to both LESSEE and TENANT at their respective addresses set forth below or to such other address as may hereafter be designated by either party in writing:

LESSOR

Storey County
P.O. Box 176
Virginia City, Nevada 89440
Telephone: (775) 847-0968
Fax: (775) 847-0949

LESSEE

State of Nevada
Department of Administration
Public Works Division
Attention: Leasing Services
515 East Musser Street, Suite 102
Carson City, Nevada 89701-4263
Telephone: (775) 684-1815
Fax: (775) 684-1817

TENANT

Department of Health and Human Services
Division of Public and Behavioral Health, Environmental
Health Section
4150 Technology Way, Suite 300
Carson City, Nevada 89706
Telephone: (775) 684-5915
Fax: (775) 684-4211



Page 10 of 13

SIXTEEN. SEVERABILITY. If any term or provision of this Lease or the application of it to any person or circumstance shall to any extent determined in a legal proceeding to be invalid and unenforceable, the remainder of this Lease (or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable) shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the extent permitted by law.

SEVENTEEN. AMENDMENT OR MODIFICATION. This Lease constitutes the entire agreement between the Parties and may only be amended or modified with the mutual consent of the Parties hereto, which amendment or modification must be in writing, executed and dated by the Parties hereto and approved by the Nevada Board of Examiners.

EIGHTEEN. PARKING. LESSOR shall provide TENANT, one (1) parking space for State vehicles and privately-owned employee vehicles as necessary for use by employees assigned to work at the Premises.

NINETEEN. ARMS LENGTH TRANSACTION. All Parties to the LEASE hereby affirm that this is an "Arm's Length Transaction,".

No party to this Lease is a family member, business associate, or share a business interest with LESSEE/TENANT or their agents.

Further, there are no hidden terms or special understandings between LESSOR, LESSEE, TENANT or their agents.



State of Nevada

TWENTY. PRIOR APPROVAL OF THE NEVADA BOARD OF EXAMINERS.

This Lease is contingent upon prior approval by the Nevada Board of Examiners and is not binding upon the Parties hereto or effective until such approvals. LESSEE reserves the right to update commencement and termination dates in accordance to submittal to Board of Examiners meeting date.

TWENTY-ONE. COUNTERPARTS. This Lease may be executed in one or more counterparts and with facsimile and/or electronically scanned copies of the signature page, each of which will be deemed an original and all of which together will constitute one and the same instrument.

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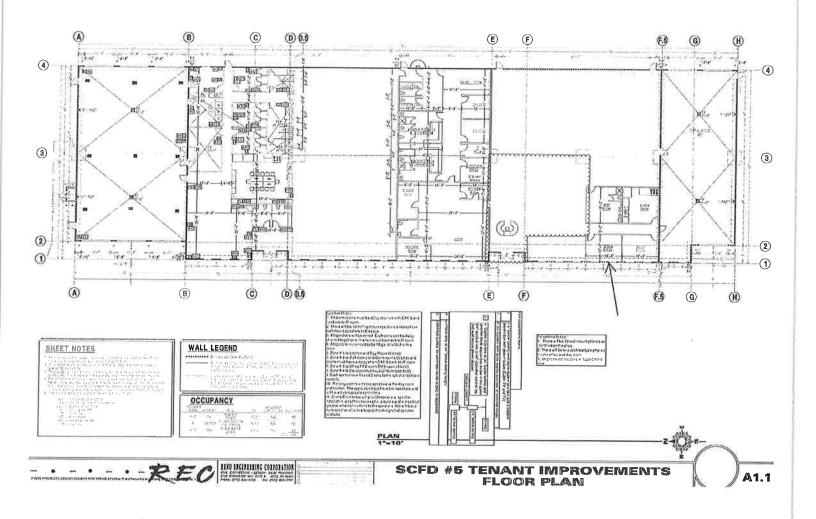
• • • • •



IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the day and year first above written.

LESSOR	LESSEE
STOREY COUNTY By	STATE OF NEVADA DEPARTMENT OF ADMINISTRATION PUBLIC WORKS DIVISION
Austin Osbourne County Manager Date	By Ward D. Patrick, P.E. BM Administrator
Reviewed as to form and compliance with law only:	Date
AARON D. FORD ATTORNEY GENERAL	TENANT DEPARTMENT OF HEALTH AND HUMAN SERVICES
BySusan K. Stewart Deputy Attorney General Date	By Richard Whitley Director
	Date
Approved by:	
BOARD OF EXAMINERS	DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF PUBLIC AND
Susan Brown Clerk of the Board	BEHAVIORAL HEALTH ENVIRONMENTAL HEALTH SECTION
Date	By Lisa Sherych Administrator
	Date





ACCESS AND CONFIDENTIALITY AGREEMENT

THIS ACCESS AND CONFIDENTIALITY AGREEMENT made and entered into this 6th day of May, 2021 by and between STOREY COUNTY hereinafter referred to as LESSOR, and the STATE OF NEVADA, DEPARTMENT OF ADMINISTRATION, PUBLIC WORKS DIVISION, hereinafter referred to as LESSEE, for and on behalf of the DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF PUBLIC AND BEHAVIORAL HEALTH, ENVIRONMENTAL HEALTH SECTION hereinafter referred to as TENANT (hereinafter collectively known as "the Parties"). Regarding leased space located at 1705 Peru Drive, Sparks, Nevada 89434.

As LESSOR for the above identified space you may have incidental access to what this agreement refers to as "confidential information." The purpose of this agreement is to help you understand your duty regarding confidential information. The TENANT must take reasonable steps to safeguard confidential Personal Health Information that it possesses in the workplace. (See 45 CFR 164.502 (c) (HIPAA Regulations)).

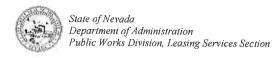
Confidential information includes individually identifiable health information, financial information, other information relating to the TENANT'S operation within the leased space and information proprietary to other companies or persons. Confidential information is valuable and sensitive and is protected by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and by strict policies of the Division of Health Care Finance and Policy. The intent of these laws and policies is to assure that confidential information will remain confidential.

As LESSOR of an office or storage area leased by the TENANT, you understand that you may have incidental access to confidential information. Accordingly, you promise that you and any of your contracted service providers (i.e., janitorial services) will:

- 1. Safeguard any means of access to the premises.
- 2. During normal business hours, only access the premises through the primary public entrance, sign in at the front counter, and be escorted to the work area, if appropriate.
- 3. Report to the TENANT any confidential information observed during the normal course of your duties.

You and any of your contracted service providers will be responsible under federal law and our agreement for any misuse or wrongful disclosure of confidential information and for your failure to safeguard your access to the premises.

LESSOR	<u>TENANT</u>
STOREY COUNTY	DEPARTMENT OF HEALTH AND HUMAN SERVICES
Austin Osbourne County Manager	DIVISION OF PUBLIC AND BEHAVIORAL HEALTH ENVIRONMENTAL HEALTH SECTION
Date	By Lisa Sherych Administrator
	Date





[] Denied

Storey County Board of County Commissioners Agenda Action Report

Meeting date: 6/1/2021 10:00 AM - Estimate of Time Required: 15 min. BOCC Meeting			•	
Agen	Agenda Item Type: Discussion/Possible Action			
٠	• <u>Title:</u> Consideration and possible approval of the annexation of property owned by EP Minerals into the Tahoe-Reno Industrial Center and of an amendment to the Development Agreement dated February 1, 2000 (Agreement) between Storey County, Tahoe- Reno Industrial Center LLC and DP Operating Partnership L.P. to allow commercial uses on all of the property proposed for annexation.			
•	• Recommended motion: I (Commissioner) hereby move to approve the annexation of property owned by EP Minerals and the amendment to the Agreement to allow commercial zoning on the annexed property.			
•	• Prepared by: Keith Loomis			
	Department:	Contact Nun	<u>1ber:</u> 775-847-0964	
•	Staff Summary: See attached.			
•	Supporting Materials: See attached			
•	Fiscal Impact:			
•	• Legal review required: False			
•	Reviewed by:			
	Departm	ent Head	Department Name:	
29	County I	Manager	Other Agency Review:	
	Board Action :			
ĺ	[] Approved		[] Approved with Modification	

[] Continued

STAFF SUMMARY

EP Minerals owns land adjacent to the Tahoe-Reno Industrial Park (Park) which it desires to have annexed into the Park. It also desires to amend that Development Agreement dated February 1, 2000 (Agreement) entered into by Storey County, Tahoe Reno Industrial Center LLC (TRI) and DP Operating Partnership L. P. to provide that the entirety of the parcels proposed for annexation be allowed to be used for commercial purposes. The parcels proposed for annexation are adjacent to both sides of Electric Avenue east of its intersection with USA Parkway. They comprise about 372 acres. The Agreement in section 4.3 does allow amendments to the Development Agreement if consented to by TRI and the County. Section 4.9 of the Agreement allows annexation of properties outside the Park if agreed to by TRI, the County and the owner of the property proposed for annexation.

When Recorded Return To:

Storey County Clerk P.O. Box 526 Virginia City, NV 89440

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

Notice Of Amendment To Development Agreement

1 (one of finemament to	Development Agreement
NOTICE IS HEREBY GIVEN by the Development Agreement dated Agreement dated February 1, 2000, a Memorand as Document No. 86804 in the office of the Recor To Development Agreement is attached hereto ar	der of Storey County, Nevada. Said Amendment
TAHOE RENO INDUSTRIAL CENTER, LLC, a Nevada limited liability company	EP MINERALS, Inc., a Delaware corporation
By: Norman Properties, Inc., a California corporation, its	
Manager	By:
By:	Name:
By: Don Roger Norman, President	Title:
Date:	Date:
COUNTY OF STOREY , a political subdivision of the State of Nevada	
By: Chairman, Board of County Commissioners	
Attest:	
County Clerk	

STATE OF NEVADA COUNTY OF WASHOE)) ss.	
This instrument was Roger Norman, President of		, 2020 by Don ifornia corporation, Manager of Tahoe- ompany.
		Notary Public
STATE OF NEVADA COUNTY OF WASHOE)) ss.)	
This instrument was corporation.	acknowledged before me on, as	, 2020 by of EP Minerals, Inc., a Delaware
		Notary Public
STATE OF NEVADA COUNTY OF WASHOE)) ss.)	
This instrument was Chairman, Board of County State of Nevada.	acknowledged before me on Commissioners of County of	, 2020 by, f Storey, a political subdivision of the
		Notary Public

Amendment To Development Agreement

This Amendment To Development Agreement ("Amendment") amends and modifies that certain Development Agreement dated February 1, 2000 ("Agreement") by and between the COUNTY OF STOREY ("County"), a political subdivision of the State of Nevada, DP OPERATING PARTNERSHIP, L.P. ("DPOP"), a Delaware limited partnership, and TAHOE-RENO INDUSTRIAL CENTER, LLC ("TRI"), a Nevada limited liability company.

- 1. <u>General</u>. All definitions and meanings of terms used in the Agreement shall have the same meanings when used in this Amendment. Except as amended hereby, all provisions of the Agreement remain in full force and effect. Any conflict between this Amendment and the Agreement shall be governed by the provisions of this Amendment. This Amendment may be signed in counterparts and any signed copy of this Amendment shall have the same validity as the original.
- 2. <u>Applicability</u>. The provisions of this Amendment do not bind DPOP, the DPOP Property, or its successor Owners, and DPOP does not join in the execution hereof. The provisions of this Amendment apply to all other Property, including the EP Property (as defined below), and binds TRI, EP (as defined below) and the County.
- 3. <u>EP and EP Property</u>. EP Minerals, Inc. ("EP"), a Delaware corporation, is the owner of certain real property in Storey County more particularly described on Exhibit "1" (the "EP Property"), attached hereto, and shown on Exhibit "1-A".
- 4. <u>Annexation</u>. Pursuant to Section 4.9 of the Agreement, EP, TRI and the County agree to annex the EP Property to the Property. The EP Property annexation meets the criteria stated in said Section 4.9, to wit:
 - a. EP is the Owner of the EP Property;
 - b. the EP Property has an industrial zoning classification under the Code;
 - c. Exhibit "1-A" hereof is hereby agreed to be an amendment to the Master Site Plan to include the EP Property as the annexed property; and
 - d. a Notice of Annexation shall be recorded in the office of the County Recorder, executed by TRI, County and EP.

EP shall be defined as a Developer as stated in Section 1.13 of the Agreement, but only as to the EP Property. EP shall have no obligations to construct the Project Public Infrastructure or Project Private Infrastructure off-site of the EP Property under Section 6.4 and 6.5 of the Agreement.

- 5. <u>Amendment</u>. This Section 5 is an amendment authorized under Section 4.3 of the Agreement, Nevada Revised Statutes 278.0205 and Section 17.14 of the Code. Under the Agreement, the Code (1999 Edition) applies to the development of the Property except as otherwise provided in the Agreement. One such ordinance under the Code (1999 Edition) that applies is Section 17.37.030(K) and (l) regarding I-2 zoning, which provides as follows:
 - (K). Ten percent of the total area in the heavy industrial zone as determined in the Storey County Master Plan may be utilized for commercial use. A site plan must be approved by the Storey County Building and Planning Department. No special use permits shall be required of commercial uses, but Chapter 17 shall apply to commercial uses.
 - (l). Ten percent of the total industrial building improvements may be used for commercial sales to the general public.

The parties hereby agree that Section 17.37.030(K) and Section 17.37.030(l) of the Code (1999 Edition) shall not apply to the EP Property, but instead the following provisions shall apply to the EP Property in lieu of Section 17.37.030(K) and Section 17.37.030(l) of the Code (1999 Edition) thereby allowing commercial uses within the EP Property without limitation:

(K) Commercial uses shall be permitted in all areas of the I-2 Heavy Industrial Zone without limitation. No special use permits shall be required of commercial uses, but Chapter 17 shall apply to commercial uses.

(signatures on next page)

IN WITNESS WHEREOF, the parties below have set their hands as of the last date written below.

TAHOE RENO INDUSTRIAL CENTER, LLC, a Nevada limited liability company	
By: Norman Properties, Inc., a California corporation, its Manager	By:
By: Don Roger Norman, President	Title:
Date:	Date:
COUNTY OF STOREY, a political subdivision of the State of Nevada	
By: Chairman, Board of County Commissioners	
Attest:	
County Clerk	



Storey County Board of County Commissioners Agenda Action Report

1	LIVADA		
	ng date: 6/1/2021 10:00 AM - Meeting	Estimate of Time Required: 5	
Agenda	a Item Type: Discussion/Possible A	Action	
S	Storey County Fire Protection Dist Local 4227.	approval of a Memorandum of Understanding between crict and the Storey County Fire Fighters Association	
u c	inderstanding with the Storey Cou	ommissioner) move to approve the memorandum of nty Firefighters Association Local 4227 outlining 022 CBA as it relates to Catastrophic leave and sick	
· <u>P</u>	Prepared by: Jeremy Loncar		
<u>r</u>	Department: Contact I	Number: 7753991746	
S 2 m w re	• Staff Summary: I am requesting approval of the memorandum of understanding with the Storey County Firefighters Association Local 4227 outlining changes to Article 8 of the 2019-2022 CBA as it relates to catastrophic leave and sick leave donations. The changes made will allow for any Fire District employee to be eligible for the catastrophic leave as well as direct donation of sick leave from other district employees. Currently only represented employees may receive catastrophic leave and there is no option for direct sick leave donations.		
· <u>s</u>	upporting Materials: See attache	ed	
· <u>F</u>	'iscal Impact: N/A		
• <u>L</u>	egal review required: False		
• <u>R</u>	teviewed by:		
_	Department Head	Department Name:	
_	County Manager	Other Agency Review:	

• Board Action:

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

Memorandum of Understanding between Storey County Fire Protection District and the Storey County Fire Fighters' Association IAFF Local 4227

May 1, 2021

This Memorandum of Understanding (MOU) is between the Storey County Fire Protection District, a political subdivision of the State of Nevada, and the Storey County Fire Fighters' Association IAFF Local 4227 to amend Article 8, Sick Leave. This agreement applies exclusively to the amendments shown herein and shall have no effect on the remaining provisions of the bargaining agreement or its appendices.

ARTICLE 8: SICK LEAVE

- 1. Sick leave hours shall accrue for each pay period the Employee is in full pay status for a majority of the Employee's regularly scheduled biweekly hours. Line Employees covered by this Agreement shall earn seven (7) hours of sick leave per biweekly pay period. Eight-hour Employees covered by this Agreement shall earn four and sixty-two hundredths (4.62) hours of sick leave per biweekly pay period.
- 2. Sick leave shall be granted when the Employee is incapacitated due to illness, injury, pregnancy, or childbirth. Sick leave shall be granted when the Employee is quarantined, receiving required medical or dental services or examinations, or upon injury or illness of the Employee's spouse, children, parents, or any other legal dependent. If an Employee does not have adequate accrued sick leave time, the Employee may be granted the use of other accrued leave time, if any, in lieu thereof. In no case, however, will sick leave time be used or granted as vacation time.
 - a. In all cases, the Employer's Family and Medical Leave Act (FMLA) provisions shall apply as a minimum.
- 3. Employees may donate sick <u>and/or annual</u> leave time to those Employees that do not have adequate accrued sick <u>and annual</u> leave time as provided in subsection 7 of this Article.
- 4. Sick leave shall be charged on the basis of actual time used to the nearest quarter (1/4) hour. Sick leave taken during a biweekly period shall be charged before sick leave earned that pay period is credited.
- 5. An Employee requesting sick leave may be required to provide the Fire Chief with evidence acceptable to the Fire Chief to substantiate the request if required. If a physician's visit is required as a result of this request, it shall be on District time.

6. Upon termination of employment, other than for cause, each Employee shall be compensated at his/her base rate of hourly pay, for total sick leave hours accrued up to a maximum of one thousand three hundred thirty-three (1,333) hours for Line Employees and nine hundred fifty-two (952) hours for Eight-hour Employees at the following rates.

Sick Leave Buy Out	
Years of Continuous Service	Rate of Pay
5 years but less than 10 years	35¢ on the Dollar
10 years but less than 20 years	50¢ on the Dollar
20 years or more	65¢ on the Dollar

7. Catastrophic Leave

- a. Request for Catastrophic Leave
 - i. An Employee who is himself/herself affected by a catastrophe as defined in paragraph (a) may request, in-writing, that a specified number of hours of catastrophic leave be granted.
 - ii. A catastrophe means the employee is unable to perform the duties of his/her position because of a serious illness or injury to the employee which is life threatening or which will require a lengthy convalescence. Lengthy convalescence means a period of disability that an attending physician expects to exceed ten (10) weeks.
 - iii. The request must include:
 - 1. The Employee's name, title, and classification, and
 - 2. A statement from a medical doctor certifying the limitations which prevent the Employee from being available for work and the expected duration of the limitations.
 - iv. An Employee may not receive any leave from the catastrophic leave account, or a direct donation, until s/he has used all his/her accrued annual, sick, and other paid leave. If an Employee has requested leave from the catastrophic leave account within the previous three (3) years, the Employee may not receive any leave from the catastrophic leave account until s/he has been off work for forty (40) consecutive hours and has used all his/her accrued sick, annual, and other paid leave.

v. An Employee who receives leave from the account for catastrophic leave is entitled to payment for that leave at a rate no greater than his/her own rate of pay.

b. Establishing the Catastrophic Leave Account

- i. The Fire Chief may establish an account for catastrophic leave at the request of a Fire District Employee. All Employees of the Fire District who are listed as part of this contract bargaining unit and who are eligible to use sick leave may use catastrophic leave and/or donate to catastrophic leave. Donations to and withdrawals from this account are restricted to Employees of the Fire District who are listed as part of this contract bargaining unit make direct donations to union members.
- ii. An employee may only receive leave from the catastrophic leave account if s/he independently contributes at least 8 hours per calendar year to the account.
- iii. A donating Employee may request, in writing, that a specified number of hours of his/her accrued annual or sick leave be transferred from his/her account to the catastrophic leave account.
- iv. The minimum number of hours that may be transferred is eight (8) hours. An Employee may not transfer sick leave to the account for catastrophic leave if the balance of his/her account after the transfer is less than three hundred thirty-six (336) hours. Leave will be placed in a pool; however, the Employee may transfer hours to the catastrophic leave account for use by a particular Employee who has been determined to be eligible to receive the leave.
- v. Any hours of annual or sick leave that are transferred from any Employee's account to the catastrophic leave account may not be returned or restored to that Employee. This subsection does not prevent the Employee from receiving leave pursuant to section 7 (b) of this Article.

c. Direct Donation of Hours to Employee

i. An employee who fails to qualify for use of leave from the catastrophic leave account, pursuant to the requirements set forth in subsection b, ii and iv, above, may receive catastrophic leave if eligible employees independently contribute a designated number of hours in eight (8) hour increments to the non-qualifying employee's specific catastrophic event. The

receipt of such catastrophic leave shall be subject to the remaining requirements set forth in this Article.

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- e.d.Review of Status of Catastrophe; Termination of Leave; Disposition of Hours Not Used
 - i. The Fire Chief or his/her designee shall review the status of the limitations of the Employee and determine when the limitations no longer exist, based on appropriate medical review.
 - ii. The Fire Chief or his/her designee shall not grant any hours of leave from the catastrophic leave account after:
 - 1. The limitations cease to exist; or
 - 2. The Employee who is receiving the leave resigns or his/her employment with the District is terminated.
 - iii. Any leave which is received from the catastrophic leave account which was not used at the time the limitations cease to exist or upon the resignation or termination of the employment of the Employee must be returned to the catastrophic leave account.
- d.e. Maintenance of Records on Catastrophic Leave -- The District shall maintain the records and report to the Union any information concerning the use of catastrophic leave account.
- e-f. Substantiation of Limitations The Fire Chief or his/her designee may require written substantiation of the limitations and expected duration by a physician of his/her choosing. Said physician shall be of equal or greater qualification as the treating physician. The cost of such written substantiation shall be borne by the District. Visits to said physician shall be on District time.

Approved on this first day of June, 2021.

STOREY COUNTY

ASSOCIATION, IAFF LOCAL 4227

Jay Carmona, Chairman	Matt Dixon, President
Clay Mitchell, Vice-Chairman	Chris Tillisch Vice-President
Lance Gilman, Commissioner	Jerry McCullough, Secretary
	Fritz Klinger, Treasurer
Approved as to form:	
Anne Langer, District Attorney	



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

	CAMPA .			
BOCC Meeting		Estimate of Time Required: 10 mins		
Age	Agenda Item Type: Discussion/Possible Action			
٠	for Pilot Thon		roval of Second Reading, General Business License N Rupert St., Fort Worth Tx, 76107. Petroleum	
٠	• Recommended motion: I (insert name) motion to approve the Second Reading for General Business License for Pilot Thomas Logistics LLC; 201 N Rupert St., Fort Worth Tx, 76107. Petroleum Products Distribution & Wholesale.			
•	Prepared by:	Brandy Gavenda		
	Department: Contact Number: 7758470959			
•	• <u>Staff Summary:</u> Second Reading, General Business License for Pilot Thomas Logistics LLC; 201 N Rupert St., Fort Worth Tx, 76107. Petroleum Products Distribution & Wholesale.			
•	Supporting Materials: See attached			
•	Fiscal Impact	Ŀ		
٠	Legal review	required: False		
٠	Reviewed by:			
	Departm	ent Head	Department Name:	
	County	Manager	Other Agency Review:	
٠	Board Action	<u>.</u>		
	[] Approved		[] Approved with Modification	
	[] Denied		[] Continued	



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 6/1/2021 10:00 AM -	Estimate of Time Required: 0 - 5
BOCC Meeting	^
Agenda Item Type: Consent Agenda	

- <u>Title:</u> Consideration and possible approval of Business License Second Readings:
- A. Bart Manufacturing Inc. Out of County / 3787 Spinnaker Ct., Fremont, CA
- B. Bluewater Energy Solutions, Inc. Out of County / 3330 Cobb Pkwy NW Ste 324 PMB 234, Acworth, GA
- C. Fencing Specialists, Inc. Contractor / 3500 John Peter Lee St., North Las Vegas, NV
- D. Gilliam Construction Contactor / 5471 Kietzke Ln. Ste. 300, Reno, NV
- E. Innovolt Electric, LLC Contactor / 6247 Dean Martin Dr., Las Vegas, NV
- F. Kingpin Out of County / 8218 Big River Dr., Reno, NV
- Recommended motion: Approval
- Prepared by: Ashley Mead

Department: Contact Number: 775-847-0966

- Staff Summary: Second readings of submitted business license applications are normally approved unless, for various reasons, requested to be continued to the next meeting. A follow-up letter noting those to be continued or approved will be submitted prior to the Commissioner Meeting. The business licenses are then printed and mailed to the new business license holder.
- Supporting Materials: See attached
- Fiscal Impact: None
- Legal review required: False
- Reviewed by:

Department Head	Department Name:
County Manager	Other Agency Review:

Board Action:

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

Storey County Community Development



110 Toll Road ~ Gold Hill Divide P O Box 526 ~ Virginia City NV 89440 (775) 847-0966 ~ Fax (775) 847-0935 CommunityDevelopment@storeycounty.org

To: Vanessa Stephens, Clerk's office

Austin Osborne, County Manager

May 24, 2021 Via Email

Fr:

Ashley Mead

Please add the following item(s) to the June 1, 2021

COMMISSIONERS Consent Agenda:

SECOND READINGS:

A. Bart Manufacturing Inc. - Out of County / 3787 Spinnaker Ct. ~ Fremont, CA

B. Bluewater Energy Solutions, Inc. – Out of County / 3330 Cobb Pkwy NW Ste 324 PMB 234 ~ Acworth, GA

C. Fencing Specialists, Inc. - Contractor / 3500 John Peter Lee St. ~ North Las Vegas, NV

D. Gilliam Construction – Contractor / 5470 Kietzke Ln. Ste. 300 ~ Reno, NV

E. Innovolt Electric, LLC. – Contractor / 6247 Dean Martin Dr. ~ Las Vegas, NV

F. Kingpin – Out of County / 8218 Big River Dr. ~ Reno, NV

Ec: Community Development Commissioner's Office

Planning Department Comptroller's Office Sheriff's Office