



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

7/6/2021 10:00:00 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.

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Meeting ID: 597 519 448

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**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 July 6, 2021.

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

Consideration and possible approval of the minutes of May 4, 2021.

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

Consideration and possible approval of the minutes of May 18, 2021.

6. **CONSENT AGENDA FOR POSSIBLE ACTION:**

I Consideration and possible approval of claims in the amount of \$2,250,319.36

II Consideration and possible approval of Unsecured Tax Bill correction for Fulcrum Biofuels Saddle Ct.

III Consideration and possible approval of Unsecured Tax Bill correction for Fulcrum Sierra Biofuels 3600-1.

IV Consideration and possible approval of Unsecured Tax Bill Corrections for Valeo North America as part of the Tesla project

V Consideration and possible approval of Unsecured Bill Correction for Wells Fargo.

VI Consideration and possible approval of Unsecured Tax Bill Correction due to incorrect reporting.

- VII Consideration and possible approval of Unsecured Bill Correction due to incorrect reporting.
- VIII Consideration and possible action, approval of business license first readings:
- A. Atypical Consulting and Events – Out of County / 18124 Wedge Pkwy. #156 ~ Reno, NV
 - B. Big Bear Springs – General / 162 S. C St. ~ Virginia City, NV
 - C. Dad’s Family Automotive LLC – General / 351 N. C St. ~ Virginia City, NV
 - D. EC Construction, LLC – Contractor / 105 E. Parr Blvd. ~ Reno, NV
 - E. Gomez Roofing LLC – Contractor / 14 Grosh Ave. ~ Dayton, NV
 - F. Refined Technologies, Inc. – Out of County / 480 Wildwood Forest Dr. Ste. 400 ~ Spring, TX
 - G. Tahoe Rim Realty – General / 915 C St. ~ Virginia City, NV
 - H. The Biggest Little Vape Shop – General / 440 USA Pkwy. Ste. 104 ~ Sparks, NV
 - I. The Boldt Company – Contractor / 2525 N. Roemer Rd. ~ Appleton WI
- IX Consideration and possible approval for the County Manager to sign a proposal from Sierra Controls in the amount of \$94,170.00 to replace the failing and obsolete PLC's (Brains) on the water filters at the Water Treatment Plant.
- X Consideration and possible approval to confirm expenditure of \$5,000 to Economic Development Authority of Western Nevada (EDAWN) to compile and prepare an inventory of commercial and industrial parcels in Storey County for the purposes of marketing, regional data sharing, planning, and economic development.

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

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

The Board will deliberate and may take action regarding approval of a settlement agreement with employee Mitchell Hammond.

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

Consideration and possible action on Special Use Permit 2021-23 by applicant Citadel Solar, LLC. The applicant requests Special Use Permit 2021-23 to construct an approximate 4+ mile, 120 kilovolt transmission line from a proposed solar field to an eventual location within the Tahoe-Reno Industrial Center. The transmission lines will range between 50 and 120-feet in height, requiring a special use permit for the additional height. In accordance with Chapter 9 of the Storey County Master Plan, transmission lines under 200 kilovolt are required to follow the county special use permit process. The proposed transmission lines will be located within a portion of Sections 4, 5 and 9 of T18N, R22E and Sections 28, 29, 32 and 33 of T19N, R22E, Storey County, Nevada, APNs 004-201-05 & 06 and APN 004-154-27.

10. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of Resolution No. 21-627 setting the tax rate levy at 3.4607 for 2021-2022.

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

12. PUBLIC HEARING AT 10:30AM (Discussion Only/No Action):

The purpose of the hearing is to hear objections to a proposed amended lease of County Property at 1705 Peru Drive in the Tahoe Reno Industrial Center to the TRI GID. The proposed lease will involve adding an approximate 160 square feet of office space and 180 square feet of parking space. No rent in addition to the current rental amount of \$900.00 per month will be charged.

13. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of amendment of lease with the TRI GID to add approximately 160 square feet of office space and 180 square feet of parking space to the space currently leased to the GID at the county complex located at 1705 Peru Drive in the Tahoe Reno Industrial Center. There would be no additional rent charged to the GID beyond the current rent of \$900.00 per month.

14. PUBLIC HEARING AT 11:00AM (Discussion Only/No Action):

Public Hearing to be held at 11:00 a.m. The purpose of the hearing is to hear objections to a proposed lease of County Property at 1705 Peru Drive in the Tahoe Reno Industrial Center 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). The proposed lease will involve approximately 120 square feet of office space and associated parking spaces with no rent requested for an initial period of four years.

15. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of lease with the State of 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 (DPBH) to lease approximately 120 square feet of office space and associated parking spots at the County complex located at 1705 Peru Drive in the Tahoe Reno Industrial Center. Associated with the proposed lease is an Access and Confidentiality agreement by which the County, its officers and employees agree to keep confidential any confidential information they may come across which is held by the Environmental Health Section

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

17. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible action to approve the Storey County Fire Protection District Annual Operating Plan with Truckee Meadows Fire Protection District

18. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible action to approve Resolution No:21-628, establishing and implementing a program to charge mitigation rates for the deployment of emergency and non-emergency services by the Storey County Fire Protection District for services provided and/ or rendered.

19. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of Resolution 21-626, a resolution setting salary of appointed and non-represented employees of the Storey County Fire Protection District whose salaries are fixed by ordinance or resolution per NRS 474.470 for the 2021-22 fiscal year.

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

21. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible action on the business impact statement for the proposed cannabis establishment licensing ordinance. Cannabis use ordinances and uses may be considered only for the Tahoe-Reno Industrial Center and nowhere else in Storey County.

22. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible action on first reading of Bill No. 129, Ordinance 21-318 Cannabis establishment licensing ordinance for potential cannabis uses at the Tahoe-Reno Industrial Center. Cannabis use ordinances and uses may be considered only for the Tahoe-Reno Industrial Center and nowhere else in Storey County.

23. DISCUSSION/FOR POSSIBLE ACTION:

Resolution No. 21-625, a resolution setting grade and salary range of employees fixed by ordinance or resolution per NRS 245.045 for appointed Storey County officials for the 2021-22 fiscal year and superseding prior year action by resolution for appointed Storey County employees with adjustments to the Chief Deputy Sheriff, Planning Manager, and Senior Services Director positions.

24. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of Business License second readings:

- A. ARCO Construction Co. Inc. – Contractor / 900 N. El Camino Real Ste 305 ~ San Mateo, CA
- B. R.F. MacDonald Company - General / 99 Megabyte Dr. ~ Sparks, NV
- C. Rustic Rope N' Treasures – General / 263 N. C St. Virginia City, NV
- D. Wild Red's – General / 263 N. C St. ~ Virginia City, NV

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

Consideration and possible approval to sign the license agreement between Storey County and Sierra Pacific Power Company d/b/a NV Energy allowing the use of a portion of Storey County property in order to run a Community Resource Center ("CRC") in the event of a Public Safety Outage Management ("PSOM") event.

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

Consideration and possible approval of entry into set up and monitoring agreement with Delta Fire Systems to install and monitor a fire alarm system for the V & T Freight Depot for a set-up fee of \$345.00 and annual service fee of \$1,080.00. The contract is for 12 months subject to automatic renewals for 12 months until terminated.

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

Consideration and possible approval of entry into contract with Delta Fire Systems for fire systems inspections of the V & T Freight Depot for three years at a cost of \$1,800.00 with additional per hour rates for service calls and/or ratification of County Manager's entry into said agreement.

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

Update, discussion, and provide direction to county staff and lobbyists regarding SCR 11 (formerly BDR 1109 and 1148) interim legislative committee to study Innovation Zone draft legislation, and other properly related matters.

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

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

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

NOTICE:

- Anyone interested may request personal notice of the meetings.
- Agenda items must be received in writing by 12:00 noon on the Monday of the week preceding the regular meeting. For information call (775) 847-0969.
- Items may not necessarily be heard in the order that they appear.

- Public Comment will be allowed at the end of each meeting (this comment should be limited to matters not on the agenda). Public Comment will also be allowed during each item upon which action will be taken on the agenda (this comment should be limited to the item on the agenda). Time limits on Public Comment will be at the discretion of the Chairman of the Board. Please limit your comments to three minutes.
- Storey County recognizes the needs and civil rights of all persons regardless of race, color, religion, gender, disability, family status, or nation origin.
- In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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

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

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

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

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

CERTIFICATION OF POSTING

I, Vanessa Stephens , Clerk to the Board of Commissioners, do hereby certify that I posted, or caused to be posted, a copy of this agenda at the following locations on or before 06/30/2021; Virginia City Post Office at 132 S C St, Virginia City, NV, the Storey County Courthouse located at 26 S B St, Virginia City, NV, the Virginia City Fire Department located at 145 N C St, Virginia City, NV, the Virginia City Highlands Fire Department located a 2610 Cartwright Rd, VC Highlands, NV and Lockwood Fire Department located at 431 Canyon Way, Lockwood, NV. This agenda was also posted to the Nevada State website at <https://notice.nv.gov/> and to the Storey County website at <https://www.storeycounty.org/agendacenter>.

By  _____
Vanessa Stephens Clerk/Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 7/6/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the agenda for July 6, 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:** None
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name: _____

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 7/6/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the minutes of May 4, 2021.
- **Recommended motion:** Approve or amend the minutes of May 4, 2021 as necessary.
- **Prepared by:** Vanessa Stephens

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

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

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

- **Board Action:**

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



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

MAY 4, 2021 10:00 A.M.

DISTRICT COURTROOM
26 SOUTH B STREET, VIRGINIA CITY, NEVADA

MEETING MINUTES

JAY CARMONA
CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

CLAY MITCHELL
VICE-CHAIRMAN

LANCE GILMAN
COMMISSIONER

VANESSA STEPHENS
CLERK-TREASURER

Roll Call: Chairman Carmona, Vice-Chairman Mitchell, Commissioner Gilman, County Manager Austin Osborne, Clerk & Treasurer Vanessa Stephens, Comptroller Jennifer McCain, Communications Director Becky Parsons, Human Resources Director Tobi Whitten, Community Relations Director Lara Mather, Fire Chief Jeremy Loncar, District Attorney Anne Langer, IT Director James Deane, Emergency Management Director Joe Curtis, Deputy District Attorney Keith Loomis, Recorder Marney Hansen Martinez, Sheriff Antinoro, Water/Sewer Project Manager Mike Nevin, Project Manager Mike Northan, Justice of the Peace Eileen Herrington, Historic Fourth Ward Director Norah Stefu, 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

Commissioner Carmona led those present in the Pledge of Allegiance.

3. DISCUSSION/POSSIBLE ACTION: Approval of Agenda for May 4, 2021.

Public Comment: None

Motion: I, Commissioner Mitchell, make a motion to approve the Agenda for May 4, 2021, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

4. CONSENT AGENDA

Vice Chairman Mitchell recused from discussion and vote as he has a business license on today's Consent Agenda.

I For possible action, approval of claims in the amount of \$890,887.68

- II Consideration and possible approval of renewal of contract with the State of Nevada for DMV services.
- III Consideration and possible approval of Storey County Treasurer's Affidavit of Mailing Past Due Notice for all Delinquent Parcels pursuant to NRS 361.5648
- IV Consideration and possible approval of business license first readings:
 - A. ASC Services LLC - Out of County / 1894 E. William St. Ste 4 #161, Carson City, NV
 - B. Barefoot Boy - General / 109 S. C St., Virginia City, NV
 - C. Dashiell Corporation - Contractor / 13201 Kurland Dr. Ste. 400, Houston , TX
 - D. Expansion Specialties, Inc. - Contractor / 1201 American Pacific Dr. Ste. D, Henderson, NV
 - E. JLW Services, LLC - Out of County / 10582 N. McCarran Blvd. #115 PMB #165, Reno, NV
 - F. Premier Productions - Home Business / 206 S. M St., Virginia City, NV
 - G. Snowline Builders, LLC - Contractor / 2952 Oxley Dr., Sparks, NV
 - H. T & A Performance LLC - General / 114 Megabyte Dr., McCarran, NV
 - I. William Coltrin Home Repair and Maintenance - Home Business / 90 N. Summit St., Virginia City, NV
- V Consideration and possible approval of 1st Reading of General Business License for Pilot Thomas Logistics, LLC. - 201 N Rupert St., Fort Worth, TX 76107 - Petroleum Products Distribution and Wholesale.

Public Comment: None

Motion: I, Commissioner Gilman, move to approve today's Consent Agenda, **Action:** Approve, **Moved by:** Commissioner Gilman, **Seconded by:** Chairman Carmona, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=2)

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

Commissioner Gilman asked to separate discussion on the Innovation Zone as he will abstain from discussion or vote on that issue.

County Manager Osborne reviewed various bills/legislation:

The Innovation Zone draft has not yet been introduced in the Legislature. The word is this will be put into an interim study between Legislative seasons. There are rumors about doing something else, maybe attach it to AB90 or target a Special Session. This Commission still supports the tech component, as well as application at Painted Rock to build a "smart city", or residential/mixed-use community - and still opposes a "separatist government" and everything related to that. Staff

recommends keeping the motion in place. The Board previously approved a requirement to continue conversations with Blockchains and proponents of the Bill, that the Governor's Office be present. The Governor's Chief Advisor said he is looking into the matter and will get back to us. Endeavors to meet with elected officials will continue. If something significant comes out, he will reach out to the Chairman to see what action we need to take to ensure this Board gives direction to staff.

Vice Chairman Mitchell asked if the County is open to discussion if proponents of this Bill approached the County to talk about working within existing structures. The County's position is clear and well-thought out.

Mr. Osborne: That's correct.

Mr. Mitchell: The restriction on having the Governor's Office there is just when discussing the proposal accompanying this Bill Draft. He is comfortable with (the Board's) position and does not see a necessity to modify it.

Commissioner Gilman re-joined the meeting.

Mr. Osborne continued:

AB90 - Requires new companies in a county to go to all neighboring counties to look at potential "impact studies". This would kill economic development, as well as all business, in Nevada. The County opposes. Assemblywoman Benitez-Thompson said she would put this into an interim two-year study. The County would like the Bill to "go away". That is not likely. The County would like to be part of the interim study to ensure Storey County is represented fairly and economic development is not put at risk. The County has budgeted to be part of this study, which is supported by the Quad-Counties, and others.

Commissioner Gilman: This is an absolute game-changer when it comes to economic development. No reasonable company would come in, go public, and wait while all entities decide if they will get along and how much participation they get. This will severely damage any economic development.

Vice Chairman Mitchell is supportive of the study and the County's participation. It's time to get clear information on what the impacts are.

Chairman Carmona: (The County's) participation is extremely important.

Mr. Osborne:

AB240 - A public option health insurance benefit being considered for employers with less than 50. This could potentially result in a 4 to 10% increase to large employer insurance premiums. At this point, the Quad-Counties are neutral.

Chairman Carmona: Is there any public comment regarding AB-240?
None.

Commissioner Mitchell: Should (the County) take a position? Or is "watch and wait" appropriate?

Mr. Osborne: The Quad-Counties (includes Storey) are working with the Walker Group and NACO. All neutral at this point. He does not know enough at this point to take a position.

SB98 - Storey County joining Carson Water Subconservancy District - is moving forward. One question about taxes was addressed - this will not result in any increase of taxes in Storey County.

SB94 - Trespass on Ways: Gates over roads. Not a lot of action at this time and is being changed significantly. It may be down to if someone wants to put a gate over a public road and the County provides permission, it can happen. It could allow on public lands someone to put a gate on a public road - as long as it's left open, people can pass, and no trespassing is not implied - it would be allowable.

Public Comment on this item: None.

Vice Chairman Mitchell: Watching and seeing where this goes is the right thing.

Mr. Osborne:

SB107 - Wrongful termination. Would allow an employee up to seven years (rather than two) to sue the County if they feel they were wrongfully terminated. The Sheriff's Office and the County have taken an opposition position since "day one".

Department heads commented on Bills they are watching.

Judge Herrington:

AB116 - Originally, traffic citations would go from misdemeanor to civil and all fines would go to the State permanent school fund. An amendment has taken this language out - fines will stay with the county.

AB424 - Has passed to the Senate. Requires the County to have 24/7 court. This would have a drastic fiscal impact on the Justice Court.

Chairman Carmona: Is this getting any traction?

Judge Herrington: Some people attending hearings are afraid it does have some traction. She is watching updates and has had a meeting with the A.G.

Vice Chairman Mitchell: Would it be helpful if the Commissioners took a position on the Bills?

Judge Herrington said she has met with the A.G. about AB424, and it would be important for the County to submit an impact statement. Her numbers indicate an impact of just under \$200,000 the first year.

Judge Herrington:

AB116 is settling down. Amendments made make sense. She doesn't think this will be such a big problem, especially with fines staying with the County.

Public Comment:

District Attorney Langer: This Bill (AB424) would affect the District Attorney and Sheriff's offices. Having court 24/7 means a lot of officers and staff coming in. It would require extensive bail hearings that recently went into effect. This will affect the Justice Court as well as the District Attorney's office. The D.A.'s association is weighing in and has lobbyists present. The fiscal effects will be insurmountable.

Mr. Osborne: Comptroller McCain and Judge Herrington have submitted a fiscal note on this. NACO as well as Mary Walker are working on this. Storey County has been opposing this bill.

Chairman Carmona asked Commissioner Gilman his thoughts about sending out a letter regarding this.

Commissioner Gilman: This would be prudent - he joins the effort.

Vice Chairman Mitchell: Was hoping to hear from D.A. Langer and the Sheriff regarding AB116 as well. Maybe consider the two (Bills) separately as there may be different positions on the two.

Chairman Carmona asked the Sheriff if he had any comment on the 24/7 court.

Sheriff Antinoro: The Sheriff's Office is 24 hours a day anyway. The 24-hour court is more of a problem for District Attorney's Office and the Court.

Ms. Langer: Presently, the D.A.'s Office is 24/7. Bail hearings would be different with all the paperwork. It will have an impact on the entire state. It is difficult to get information from out of state, who will not be open. Excluding weekends, bail hearings are held within 72 hours - sometimes within 48 hours. Bail hearings are not "lingering" out there. Having hearings within 24 hours could cause more harm than good.

Judge Herrington: As a Judge she is available 24/7. Staff would have to be added, that's where the impact is. Witnesses and victims would be required to be available. This is a lot of pressure, especially for small counties.

Chairman Carmona asked the Judge what the motivation was to get this Bill pushed. Do they not want people sitting in jail over a weekend? Who sponsored this Bill?

Judge Herrington: Apparently people think inmates are languishing in jails. We don't. Public Defenders are assigned as soon as possible. It's not the case at all that people are sitting in jails for weeks. We're very prompt in getting them into court and hearing from both parties. There are no problems now - the problem will occur with having 24/7 staff.

Vice Chairman Mitchell: This is a Bill out of the Judiciary Committee.

Becky Parsons, Communications Director: Going 24/7 would disrupt how criminal histories are provided. (The Court) would have to get their own terminals - it would be additional cost.

Mr. Osborne: Glad Ms. Parsons brought that up. Mr. Osborne asked Ms. Parsons to work with the Comptroller on the fiscal costs involved.

Motion: I make a motion that we instruct staff to continue to oppose AB424 on the grounds that it would impose an undue burden on various County departments with very little practical benefit,
Action: Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

Vice Chairman Mitchell asked if the District Attorney and Sheriff could weigh-in on AB116 to see if (the Board) should take a position this, or just watch and wait.

Sheriff Antinoro: He let the lobbyists know he was opposed and sees a negative impact. There are already plenty of traffic issues - this takes "the teeth" out of it. Initial language implies these are things that would not go to warrant soon if it wasn't taken care of - if it did go to warrant, it is way down the road. Tickets can be issued all day that will have no effect in getting people to obey traffic laws. This will be a negative issue across the State, for everybody.

D.A. Langer: Traffic is taken very seriously in Storey County. Thousands of people come to work in the County daily. Because it is taken seriously, people are taken to trial. The word gets out not to speed or break the laws here. Knowing there are consequences, people slow down. Without the consequences, there will be more people who will not pay, more failures to appear.

Public Comment: None

Commissioner Gilman: Is puzzled as to where these Bills are coming from. He supports Ms. Langer's comments 100%.

Motion: I move that we oppose AB116 as currently written and to instruct staff to make that opposition know, **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/No Public Comment): Committee/Staff Reports

Sheriff Antinoro:

- It seems to be theme (in the Legislature) to de-criminalize as much as they can and minimize what they can't. In his opinion, it's breaking down the "rule of law".
- The Special Olympics Fundraiser was held at Lake Tahoe. Chairman Carmona joined in the Polar Plunge, a great event.
- Attorney General Ford had been invited to Virginia City and was here last week - his first visit. He was impressed with the operations of the Sheriff's Office and the County in general. He toured the Courthouse, the Courts, and Community Chest. The help needed by people in the community, and how to get it, was discussed.

Chairman Carmona: Attorney General Ford was definitely impressed with Storey County and what he saw.

Fire Chief Jeremy Loncar:

- He is working on many agreements with the State of Nevada that are up for renewal.

Austin Osborne - on behalf of Jason Wiezrbicki, Public Works Director:

- SNC has started work on the roads in TRI.
- Cartwright Road rehabilitation work will begin May 14th.
- Repairs for a waterpipe erosion on Washington Street will begin May 24th.

Mike Northan, Project Manager:

- The Highlands Community Center is in design. They are working through site issues dealing with setbacks, height issues, design, etc. Framing materials are being looked at due to the high prices in those materials. Lumber is in short supply.
- A scope of work and preliminary planning is underway for the Lockwood Community Center. Commissioner Gilman said he is delighted to be moving forward on this project which has been looked at for many years.

Becky Parsons, Dispatch Manager:

- The "cutover" to move into the new offices is scheduled for May 24th, contingent on progress with radios.

Chairman Carmona asked if May 24th would be the day people lose communication through scanners.

Ms. Parsons: Yes, as long as they are moved with digital. If it's not and they are able to move without the digital being in place, you would still have access.

Chairman Carmona: Residents have asked - is there a way to reach out to someone in the County regarding programming?

Ms. Parsons: There is a programmer with the Fire Department. That would be a question for them.

Fire Chief Loncar: He thinks the best way is to post the frequencies on the County website - that will allow people to be at home and plug them in.

Joe Curtis, Emergency Management Director:

- Storey County has had 105 Covid cases, with 11 active.
- Over the last 5 days the positivity rate is 7%.
- Cases in the Quad-Counties are slowing down. There have been 12,320 cases since March 2020. 380 are active which is down over 100 in last two weeks. Active cases are down 50%.
- With transfer of authority to the County as of May 1st, there are still restrictions on what we can and cannot do based on the Governor's directives.
- Although open to 100% occupancy, some businesses are still being careful about occupancy, still have hand sanitizers available, and are exercising common sense. This is appreciated by the County. This provides an appearance that we are doing what we can to lessen impact of Covid.
- The Governor's mask requirements are still in place for indoor situations. (The County) cannot alter the Governor's mask or distancing orders.
- There is conflicting information out there - the best guidance is from the CDC.
- They have met with emergency management officials from Tesla, Google, and AUECC regarding updating emergency management operations plans.
- Plans are in the works for a hazmat exercise with Tesla in early September.
- The 3 new air quality sensors have been put in place. Go to airnow.gov, click on fire and smoke map, and enter zip code. Two more sites may be put up.

Vice Chairman Mitchell: With publicly available data, do you see any trends - with a little bump in cases locally - as far as zip codes and transmission?

Mr. Curtis: We're not allowed to know where in the County cases are. In the past this information was available, but it has been pulled back due to HIPPA laws. The Fire Department takes "universal precautions", assuming all calls are Covid related.

Lara Mather, Community Relations:

- From tracking being done of positive cases, a large percentage of the cases are coming from large gatherings. Our recent three, we don't know for sure - but that is the trend.
- May will be the last month for Covid testing in the County. The dates are May 14 and 26 - 9AM to 10:30 AM at the location on E Street. Waiting for CCH&HS to release a guide advising where everyone can be tested. This will be made available to the public once received.
- Vaccinations will continue in the Quad-Counties. This will be 2 times a month, for 1 hour - appointment and walk-in.
- Go to Getthehealthycarsoncity.Org for anything Covid related.
- On behalf of Stacey York, Senior Center: Monday, May 17th, Virginia City Senior Center will be open for lunch. Everyone is requested to wear a mask. Anyone with symptoms, stay home. Drive-up lunches are still being provided.

Mike Nevin, Water/Sewer Projects Manager:

- Hillside Tanks project:
 1. The 2nd ring is being installed on the 2nd tank.
 2. Construction and welding of this tank should be complete by end of the month.
 3. Sandblasting will then be done on the interior.
 4. A change-order for about \$4,500 was approved for additional electrical at the site and the water treatment plant. This will provide 480-volt power to the site and power to the 5KW transformer. Included is a little work for SkyFiber to continue operations. SkyFiber has agreed to reimburse their cost - about \$890.
 5. During the week of May 17th, work will be done on 342 just north of the Divide Justice Center. Detour and traffic control will be available.
- Gold Hill Treatment Plant project:
 1. All concrete work has been completed.
 2. Additional costs resulted from a change order by the contractor, SNC. Initially it was \$65,000 - which has been negotiated to \$48,100. The contractor is "eating" these costs. The majority of these costs were for more fill required to bring the site up to grade. Also, water service that was thought to be at the site was actually on the highway and had to be brought to the site.
 3. The change order will be sent to the funding agencies - USDA and SRF for concurrence.
 4. This amount will come from the contingency line item.
 5. Still waiting for NVEnergy to run power to the site. The building is scheduled for delivery in mid-June. There have been delays due to a shortage of materials.
 6. SNC is also experiencing an escalation in material costs. They have agreed not to pass on any additional cost for materials that were unforeseen when the project was bid. He is very pleased to work with SNC.

Kathy Canfield, Senior Planner:

- A major hurdle has been cleared with permitting in the installation of the AT&T communications tower that will go in by the big flagpole. The construction permit has been pulled and they hope to begin construction early summer.

Commissioner Gilman said he assumes Congressman Amodei, and his crew, were successful in helping with this. He knows the Congressman was very active, and very supportive, in making some calls and pushing this along.

Mr. Osborne: Commissioner Gilman is right. They had been working closely with Ms. Canfield, who took the lead, in this entire process.

Commissioner Gilman: Thanks for all the support - it was wonderful.

Chairman Carmona, to Ms.Canfield: Is this still the "water tank" concept?

Ms. Canfield: Yes. SHPO was concerned that the water tank itself didn't match the Virginia City water system. A brochure will be available at the Visitor's Center talking about the water system in Virginia City. This is the mitigation for being able to do the water tank style.

Chairman Carmona: Was there any discussion about painting the tank? Maybe with a logo?

Ms. Canfield: There has been no conclusion. AT&T was very open to doing whatever - discussions can take place as it goes along.

James Deane, IT Director:

- They are looking to add staff in the next few weeks - this will help get response time down to where it should be.

Tobi Whitten, Human Resources Director:

- Health Insurance Open Enrollment closed April 30th (medical, dental, and life insurance).
- LP Insurance went out for bids on the 20-21 Plan year. The County had an overall loss ratio of 112% at that time.
- Cigna was the most competitive for medical insurance - offering a 9.8% increase to current rates. The County chose a different plan lowering the increase to 5%.
- Dental insurance moved from Cigna to Kansas City Life - offering an 18.7% decrease to premiums, with a 5% rate cap at next renewal.
- Eye Med vision coverage and Kansas City Life employer's sponsored life insurance had no changes. Both in a rate hold until 2022.
- County is dedicated to using tax dollars in the most efficient way possible and is continuing with a high deductible plan and health savings accounts, providing additional options.
- A more positive experience rating is hoped for moving forward which would give more leverage in next year's bid process.

Vice Chairman Mitchell: Understands (the County) was facing much larger increases. Is that a fair assessment? We got a pretty decent deal?

Ms. Whitten: Yes. The next lowest bid received was an approximate 13% increase.

Chairman Carmona and Vice Chairman Mitchell thanked Ms. Whitten for her efforts.

Chairman Carmona on behalf of Eric Schoen, Community Chest:

- Attorney General Ford visited Community Chest and was very pleased with what he saw.

Eileen Herrington, Justice of the Peace:

- Attorney General Ford also visited the Justice Court.

Austin Osborne, County Manager:

- Town Hall meetings are being held again. The next one will be in Mark Twain within the next few weeks.
- The Lockwood easement for access to the towers and other equipment is moving forward. Contract language should be complete in the next 90 days. It will then be submitted to the LCC Board and this Board.

Norah Stefu, 4th Ward School Museum Director:

- The museum opened on May 1st and had great traffic, with about 100 people. CDC guidelines are being followed.
- They are participating with "Everyone is a Local" night the 3rd Thursday of every month- staying open until 8PM.
- Ms. Stefu asked if the Museum could ring the bell every morning at 10A.M. It will let people know they are open.
- Construction on the building is going well. Funding is from a CCHP grant.

The Board discussed if ringing the bell needed to be an agenda item.

Deputy District Attorney Loomis: If this is an action item by the Board, it needs to be on an agenda. Discussion regarding the idea and time of ringing the bell, could potentially involve deliberation which requires being on an agenda.

Chairman Carmona: If there is a problem with ringing the bell, we'll get a hold of you!

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

Vice Chairman Mitchell asked County Manager Osborne if work is being done on a "conceptual" CIP? He is concerned with rapidly increasing health care costs. He wants to make sure this is on the "wish list" so the County could take a more aggressive approach to covering these costs.

Mr. Osborne: All department heads are going through a "wish list" with everything they can think of - to be put in priority order. This will be brought to the Board for consideration - then to the Comptroller for funding. The current CIP is for 2021-22. This will go to about 2028.

Chairman Carmona called for Public Comment as it was inadvertently left off the agenda. None

Mr. Loomis explained the Public Comment requirement. It can be at the end of each item with general public comment at the end of the agenda - as provided in this agenda. It has also been on earlier in the agenda the last few months. It is not a requirement.

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

Mr. Osborne explained (the County) contracts with Silver State Government Relations for lobbying regarding Innovation Zone legislation only. This is for an additional one month - after that the contract expires. This can reconsidered if we want to retain Silver State for a longer period

Public Comment: None

Vice Chairman Mitchell: Silver State adds a different element to (the County's) political activity. It's appropriate given the magnitude of some of the proposals discussed.

Chairman Carmona: The Silver State team has proven themselves in keeping an eye on the Innovation Zone - he supports this extension.

Motion: I, Commissioner Mitchell, move to approve County Manager to sign an approximately one-month and \$4,000 extension to an existing contract between Storey County and Silver State Government Relations for lobbying and government affairs services during the 2021 Nevada legislative session, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

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

Mr. Osborne: Mary Walker has been lobbying for Storey County for some time. A different rate has been charged to Storey County from other counties. In the past, Storey County was a little county - all action was "off the hill". Now all of the action is in Storey County. Ms. Walker has been an integral part in representing the County with the Innovation Bill, as well as very active with every other Bill affecting the County. An increase in the contract to \$4,000 is recommended. The contract will end in 2023.

Commissioner Gilman: Thinks this is prudent, given the number of bills being considered by the County and departments. This is a very competitive rate.

Vice Chairman Mitchell supports this as well.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve to authorize the County Manager to approve and sign an amended contract with Walker and Associates increasing the monthly fee from \$2,083 to \$4,000 for lobbying and government affairs services for the duration of this contract, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

10. DISCUSSION/POSSIBLE ACTION: Consideration and possible approval of Proclamation for Nevada Wildfire Awareness Campaign, May-October 2021.

Fire Chief Loncar explained the intent of wildfire awareness is to do an appropriate amount of public education. (The County) gets fires in October. The wildfire season is now year-round. This is the way to take a block of time to get out, be proactive and educate the community, and hopefully keep any wildfires down this season.

Wildfire fuels work continues in Six Mile Canyon. They are taking a very proactive stance and will be very involved with the HOA in the Highlands. They hope to visit all areas to help with fire prevention.

Chairman Carmona mentioned that a "tree cutting" Town Hall was held in the Highlands last year. The Highlands is a "tender box". Let him know if another Town Hall would be scheduled.

Chief Loncar: Once "the players" are in place, they will reach out.

Mr. Osborne read the Resolution in Support of the Nevada Wildfire Awareness Campaign, May - October 2021:

Whereas, wildfire significantly impacts Nevada's environmental, economic and social well-being; and
Whereas, residents of Nevada's fire-prone communities need to accept responsibility for living in high fire-hazard areas; and

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

Whereas, residents must prepare to survive wildfire by ensuring proper management of vegetation surrounding the home and appropriate home construction and maintenance to resist ignition; and
Whereas, residents need to work together to prepare their homes and communities to survive wildfire and commit to become fire adapted;

Therefore, the Storey County Board of County Commissioners proclaim the period of May-October 2021 as the Nevada Wildfire Awareness Campaign.

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

Passed, approved and adopted this 4th day of May 2021, by Jay Carmona, Chairman of Storey County Board.

Vice Chairman Mitchell commented about his experiences with fire while living in Sonoma County. He whole-heartedly supports this and is happy to help in any way for the community to be better prepared.

Public Comment: None

Motion: I, Commissioner Mitchell, make a motion to approve the Resolution as read by County Manager Osborne, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

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

Becky Parsons, Dispatch Manager explained this is an adjustment for an item missing when (the budget) was previously discussed. This (purchase and installation of new recorder) was budgeted. The current one is not as secure - the new one provides additional redundancy to ensure information is not lost.

Public Comment: None

Vice Chairman Mitchell: What are some situations where this would be used?

Ms. Parsons: In a court of law - if a 911 call is pertinent to a case, to ensure correct information, and for public record. Also, for getting warrants through the court.

Motion: I, Commissioner Mitchell, move to approve the adjustment to the 001-117-64160-000 not to exceed the amount of \$26,095.00 to purchase and install up-graded recorder for the radio and phone in the new communications facility, needed for proper records, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

Recess at 11:47 AM

Meeting called to order at 12 noon.

12. DISCUSSION/POSSIBLE ACTION: Storey County Final Budget Update

Comptroller Jennifer McCain explained the beginning and ending fund balance for the General Fund was off due to a formatting formula error. Correct beginning fund final projection is \$18,366,033; projected ending fund balance is \$14,958,858.

Ms. McCain reviewed all departments, including changes from the tentative budget and special revenue funds. Health insurance was reduced in all departments and funds with employees. The final budget hearing will be at the May 18th meeting.

Public Comment: None

Vice Chairman Mitchell asked for clarification in Commissioner's (budget) - the tentative looked like there was a substantial increase in salaries, now looks like it's close to last year. In this process, is the Final Budget coming up the next step?

Ms. McCain: This is attributed to the HR Director's position previously being split between Admin and Commissioners. It has all been moved to Admin.

Vice Chairman Mitchell: In this process, is the Final Budget coming up the next step?

Ms. McCain: Yes - on May 18th. If something needed to be changed, there would need to be a special meeting and it would have to be published. This why it is brought up to date each meeting.

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

County Manager Osborne reviewed the background of the GSA with Tesla where they are fully abated in property tax (for 20 years) and sales tax (for 10 years). In 2015, the Government Services Agreement was signed so the County does not come out behind in providing services to the Gigafactory, offsetting all of Storey County's costs. During conversations with Tesla, a different approach is being taken. There is a "re-opener" in the GSA to readjust numbers back up for staffing and other costs. Data from different departments - Justice of the Peace, Sheriff's Office, District Attorney, Fire District, 911 Call Center, Comptroller, and County Manager - was put together so the County has real numbers for every single staff hour that has been used over the last several years, in response or related to the Gigafactory. These numbers were used to come back to negotiations and bargaining - not only getting the number up to where they were before 2018, but exceeding those numbers. Between 2021 and 2024, if the Board did not approve this GSA amendment, (the County) would bring in approximately \$3.1 million to the County and Fire District. Under the new agreement, it will be about \$7.2 million. This combines general services, the quint truck, and plan review. District Attorney and Justice of the Peace costs, not in the old contract, were added. An up-to \$2.7 million, was added to the agreement for further rehabilitation of Electric Avenue. Also, up-to \$250,000 to the Fire Department for overtime. The grand total is roughly \$6.9 million.

Mr. Osborne thanked the people involved - Jennifer McCain, Keith Loomis, Anne Langer, Jeremy Loncar, and the folks from Tesla. This was "good faith" bargaining, coming up with a good agreement for both sides.

Public Comment: None

Commissioner Gilman: These negotiations took over two years. This agreement extends to 2024 and (the County's) income from Tesla will be significantly increased. Job well done - thank you to Austin and team. Storey County benefits greatly from what has been done.

Vice Chairman Mitchell: It's been a long time coming and a lot of hard work. He feels its equitable and will put (the County) on a good path.

Mr. Loomis asked if the effective date of the Agreement has been changed to June 30th?

Mr. Osborne: He noted that request and saw Tesla did get back with the change - the effective date would be June 30th, and would be an amendment to the draft.

Motion: I, Commissioner Mitchell, move to amend the Governmental Services Agreement (GSA) for Storey County Economic Diversification District No. 1 - Tesla, between Storey County, Storey County Fire Protection District and Tesla for fiscal years 2020-21 through 2023-24, increasing reimbursement

amounts for certain services provided to Tesla by the county. With the additional amendment of an effective date of June 30, 2021, **Action:** Approve, **Moved by:** Vice Chairman Mitchell **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

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

15. DISCUSSION/POSSIBLE ACTION: Fire Preliminary Final Budget Review

Comptroller McCain: The Fire budget had very little changes. There was a health insurance adjustment, dropping it \$34,000 from the tentative. Ms. McCain reviewed the changes - including addition of a seasonal position, a cancer screening to physicals, and annual audit charge. The ending fund balance is \$914,000. Other changes are in the new Grants fund with changes in positions and new grants coming through.

Vice Chairman Mitchell: In the Fire Grants fund, is there a threshold that is expected to be spent.

Ms. McCain: This is initially being funded with \$50,000 from (the) Fire General Fund. There is a little discrepancy with the amount of money spent from the NVEnergy grant versus what is going out. It will take a year of the three-year grant to figure out where it's going.

Chief Loncar: The fund was set up specifically because they were seeking all these grants. Something was needed to pre-fund it. There is a 30-day turnaround on invoicing with NVEnergy. Funds were needed to get the program going as well as for anticipated matches. Hopefully, there will be a fairly healthy ending fund balance at the end of the year.

Vice Chairman Mitchell: We're okay to carry a balance in that fund? It's not going to be "zeroed" out?

Ms. McCain: Yes

Chief Loncar: Correct - that money is expected to be reinvested back into those programs. They will be able to budget next year to add to it for a more robust program.

Ms. McCain: We want to see some sort of an ending balance with all funds. Especially where money is coming in and out.

Chairman Carmona: Complimented and thanked Chief Loncar and Ms. McGain for "hitting the ground hard". He hopes everything with NVEnergy gets wrapped up.

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

Mr. Osborne explained there is some repetition for this item. There's a Government Services Agreement (GSA) between Storey County Fire Protection District and Tesla for reimbursement of

costs incurred to the District. The same thing with the County, the Fire District, there is a differential in here where overall there is about \$1.5 million that was coming to the County district together in 2018 in anticipation of the Gigafactory being completed. As stated, the Gigafactory is not completed but construction has substantially subsided. The Government Services Agreement has been reopened to re-negotiate numbers and get them up where they belong. Maybe the numbers need to be increased. Under the old contract, and the same as the new one, they were paying for six firefighters at Station 75.

Mr. Osborne said the rough estimate increase to the County and District combined - is about \$3.3 million that is being received from 2021, 23, and 24.

Chief Loncar: Originally, we were going after more staffing as the data supported that (the Fire District) was running more to Tesla. Three positions were put in that were covered by a Safer Grant. We were very transparent with Tesla. The Safer Grant does not account for the people on workers comp - and there are a lot. This increases overtime hours dramatically. To offset that cost, for the six already being paid for - (the District) will be able to bill quarterly up to \$250,000/year to help those costs. Tesla will maintain the payments for the quint fire truck. As more buildings come in over 55 feet, (those companies) will pay into that as well.

Public Comment: None

Vice Chairman Mitchell asked to clarify the effective date of the agreement.

Mr. Osborne: The effective date - for the Fire District as well - is June 30, 2021. There is a retroactive component - Exhibit 1 is payments for 2020-21 that Tesla is going to begin making. Tesla prefers to make the payment in installments in the four quarter periods. The County is fine with that.

Vice Chairman Mitchell: What's negotiated at this point, is for this current fiscal year going forward.

Mr. Osborne: Correct.

Motion: I, Fire Commissioner Mitchell, move to approve 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, with additional amendment of an effective date of June 30, 2021, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3).

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

Chief Loncar explained he was approached by two homeowners in the Highlands who have a problem with access to develop their properties because of where the cistern is located on property owned by the Fire District. This motion would be a win for everyone. The cistern is on a slope - making it harder to fill water trucks. It's in the middle of an intersection which could make it harder

to evacuate the area. A boundary line adjustment - moving the property line closer to the cistern would provide more flat land. Some of the cisterns are very old and should be relocated to better areas. This item would be no cost to the District. The property owners just need approval in order to go ahead.

Public Comment: None

Commissioner Gilman: It makes sense to do this.

Vice Chairman Mitchell: If approved, this would authorize you to move forward - would that be a normal boundary line adjustment process? Through Planning and then come back?

Chief Loncar: He does not know the detailed process, and is looking at it from their end so they are not held up in the process.

Chairman Carmona: This is on Calaveras & Graves, right? This is the same set up for all of the water tanks?

Chief Loncar: Yes. There are two tanks on this cistern - one of the more valuable due to the amount of water. He would like to move it to flat land where they can pull off the road and be out of the way.

Motion: I, Fire Commissioner Mitchell, move to approve the Fire District Chief in proceeding with the boundary line adjustment on APN003-401-15, in Virginia City Highlands, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

Chairman Carmona: These (cisterns) all have pumps?

Chief Loncar: No, it is just standing water. Nothing feeds it. Staff and volunteers check (cisterns) on a regular basis. Water tenders refill them. He would like to up-root and fix a lot of them, and find locations with better access.

Chairman Carmona expressed concern if a cistern was moved it may affect someone's homeowners' insurance.

Chief Loncar: In this case, it is only 50 feet to get it off the incline, so it would not be a factor.

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

Chief Loncar: After the (contract with NVEnergy) was signed, PoolPact notified the District their liability insurance coverage was \$3 million not \$5 million. This created a change for everyone covered under PoolPact. This amendment to the contract changes the coverage to \$3 million.

Deputy District Attorney Loomis: PoolPact recommended, NVEnergy knew of this and was agreeable to the request.

Vice Chairman Mitchell: Is this a potential reduction in insurance costs?

Chief Loncar: The costs will be the same - the coverage is only up to \$3 million. Costs will remain the same.

Chairman Carmona: Understands if a firefighter gained access to NVEnergy's data and misused it, that is what this insurance covers.

Chief Loncar: Correct.

Public Comment: None

Motion: I, Fire Commissioner Mitchell, move to approve modification of the Master Services Short form contract with NV Energy to reduce the privacy liability coverage from to Three Million Dollars, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

Chair Carmona called for recess at 12:46PM to fix the audio.

Meeting reconvened at 12:52PM.

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

20. DISCUSSION/POSSIBLE ACTION: Water/Sewer Preliminary Budget Review

Comptroller McCain reviewed the Water/Sewer Preliminary Budget. There were changes in health insurance which was decreased, and retiree insurance (an added item) increased. Ms. McCain explained other changes including a "big ticket item" - the Gold Hill treatment plant.

Vice Chairman Mitchell commented that the sewer budget is "a little slim". He understands this is an enterprise fund and it has to support itself.

Ms. McCain: Enterprise funds are run like a business - revenues need to cover daily operations. Rate increases were approved a couple of years ago - a slow turnaround is being seen where the rates will cover those daily operations. It is slow with prices also going up. The County's cost of operations also goes up. Hopefully rate increases will level off in the next couple of years or so. They are working to cut expenses.

Vice Chairman Mitchell: Understands that an additional avenue would be more users on the system.

Ms. McCain: It would be additional users for both water and sewer. In Virginia City, Gold Hill, and Silver City, there are only so many places to put houses to bring in more users. The current, and new, sewer plants can only hold so many users. There is currently a lot of water available - it can be supported.

Vice Chairman Mitchell: These are two separate funds and not interchangeable?

Ms. McCain: Yes - and have to run as two separate entities. An option to combine them would take a lot of looking into - financially, legally, and working with taxation and others.

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

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

Deputy District Attorney Keith Loomis explained this was part of the original contract for the Gold Hill sewer plant construction. Farr West requested CME to do the inspections. USDA wanted to be sure could perform those services and that there be a contract between the County and CME. CME has already begun servicing. USDA will not approve any payment until there is a signed contract.

Mike Nevin, Project Manager: It was not realized that USDA would require the additional contract for these services. (The cost) was approved in the line-item budget for an amount up to \$14,000. This is required under International Building Code as well as by Community Development.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the contract with CME and authorize the County Manager to sign, **Action:** Approve, **Moved by:** Commissioner Gilman, **Seconded by:** Vice Chairman Mitchell, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

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

James Deane, IT Director: This is for a soil analysis and engineering for the foundation of the tower. It also accounts for increase in materials in the last few months.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the cost of \$11,750 for tower foundation engineering and materials at the Storey County Wastewater Treatment Facility, **Action:** Approve, **Moved by:** Commissioner Gilman, **Seconded by:** Vice Chairman Mitchell, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

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

Justice of the Peace Eileen Herrington explained the current key systems in certain areas of the Court facility are insufficient to provide adequate safety for officers transporting prisoners, as well as for staff. Electronic keypads will offer quick and easy access to officers and staff.

Public Comment: None

Vice Chairman Mitchell expressed a little concern regarding \$876 keypad locks - this seems like a lot.

Judge Herrington: They received two different quotes. One was done over the phone - they were cheaper. The other did a "walk-through" and a very careful quote.

Chairman Carmona: They had looked at just "key fobs" in the Highlands which were \$50. Electronics are getting pricey.

Judge Herrington: Key fobs were considered. However, they felt the electronic keypad provides quicker, safer access.

Motion: I, Commissioner Mitchell, move to approve the adjustment to 070-070-64010-175 Capital Project not to exceed \$5,693.10 to purchase and install 6 Schlage Electronic Keypads for the Justice Court Divide Facility, **Action:** Approve, **Moved by:** Commissioner Gilman, **Seconded by:** Vice Chairman Mitchell, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

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

Mike Northan, Projects Manager explained this is a change order to an existing contract, providing construction of office space for the IT Department at the Divide Building. The projected cost seems to be a large number, including a \$10,000 contingency for lumber, amounting to about \$325 per square foot build-out cost. In looking at a similar project, the projection was \$380 per square foot. This (project) will provide adequate office and workspace for a vital County department that has been working out of different sites. The IT Director can address future growth.

Chairman Carmona asked if this is going to be adequate space for IT going forward.

James Deane, IT Director: This will house the existing staff of four, and a fifth staff member to be added in a couple of weeks. He does not see need for staff increases for the next several years, and believes this is a long-term solution for his department. All existing servers will stay at the courthouse, the jail, the new dispatch center, and in TRI.

Public Comment: None

Commissioner Gilman: It's a terrible time to be building and a lot of construction is being shut down. (Waiting) may not be prudent as inflation is going to raise (prices) even further. This is a difficult call. He agrees that \$325 is exorbitant compared to what it's been in the past. The IT Department has an important and expanding role. Although there is concern with the number, it's not going to get

better at this point. The IT Department has to be taken care of. Although, he is concerned about the numbers.

Vice Chairman Mitchell: He agrees. This improvement was originally to be included in improvements being put into the building - and then was side-lined. He does not see the cost getting any better, and would like to get the IT Department settled in. He reluctantly supports this.

Chairman Carmona: Where is IT right now?

Mr. Northan: The Director is in the little house next to Café del Rio and the staff is in a construction trailer.

Chairman Carmona: Will there be room for potential growth - or is this just for IT today?

Mr. Northan: It designed for current staff. He would recommend against expanding the site - there is a giant pole in the back, and the A Street right-of-way has been taken up for this project. Future expansion on that side would not be feasible.

Mr. Osborne: He, along with Mr. Northan, Mr. Deane, and others, have looked at a place for (IT) the last three years. IT has been in an attic at St. Mary's, in a basement with contamination issues, then the trailer and the little house on C Street. Locations have been looked at, including integrating them into the Justice Court at the Divide Building. With the needs of the Court and HVAC equipment, there was no way to make it work. Creating a second floor at the Court would have been \$1.4 million. This has been a three year process to find something that wasn't exorbitantly expensive - though it's turning out to be due prices of materials. Different contractors have been looked, including using a change order with Sheehan - which was the most cost effective.

Chairman Carmona: IT is integral to what needs to be done. The price tag and the space - we have no other choice.

Motion: I, Commissioner Mitchell, move to authorize the County Manager to execute a change order to an existing contract PWP-ST-2020-050 in the amount of \$268,744.32 for the construction of office space for the IT Department at the Divide Building site, **Action:** Approve, **Moved by:** Commissioner Gilman, **Seconded by:** Vice Chairman Mitchell, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

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

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

Sheriff Antinoro: Background investigation is complete. References are nothing but good with nothing that would disqualify applicant. Approval is recommended.

Public Comment: None

Vice Chairman Mitchell asked for clarification of what a cabaret license is.

Sheriff Antinoro: This allows live entertainment - shows of any type. Providing entertainment.

Vice Chairman Mitchell: With a regular cabaret license there's no adult entertainment aspects to this?

Sheriff Antinoro: Correct. Adult entertainment is completely different.

Motion: I, Commissioner Mitchell, move to approve the 2nd reading for On-Sale Liquor License, Off-Sale Liquor License, and Cabaret License for Gold Hill Management LLC; 1540 Main St. Gold Hill NV. Applicant is Jill Clough, **Action:** Approve, **Moved by:** Commissioner Gilman, **Seconded by:** Vice Chairman Mitchell, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

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

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

Sheriff Antinoro: There's nothing to add to what has been said. There's nothing in her background that would prohibit this license.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the second reading for approval of a General Business License for Gold Hill Management LLC; 1540 Main St., Gold Hill, NV. Applicant is Jill Clough, **Action:** Approve, **Moved by:** Commissioner Gilman, **Seconded by:** Vice Chairman Mitchell, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

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

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

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the second reading of business licenses under item #30, listed as items #A through J, **Action:** Approve, **Moved by:** Vice Chairman Mitchell,

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

31. PUBLIC COMMENT (No Action)

None

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

Chairman Carmona adjourned the meeting at 1:23 P.M.

Respectfully submitted,

By: Vanessa Stephens
Vanessa Stephens Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 7/6/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the minutes of May 18, 2021.
- **Recommended motion:** Approve or amend the minutes of May 18, 2021 as necessary.
- **Prepared by:** Vanessa Stephens

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

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

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

- **Board Action:**

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



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

MAY 18, 2021 10:00 A.M.

DISTRICT COURTROOM
26 SOUTH B STREET, VIRGINIA CITY, NEVADA

MEETING MINUTES

JAY CARMONA
CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

CLAY MITCHELL
VICE-CHAIRMAN

LANCE GILMAN
COMMISSIONER

VANESSA STEPHENS
CLERK-TREASURER

Roll Call: Chairman Carmona, Vice-Chairman Mitchell, Commissioner Gilman, County Manager Austin Osborne, Clerk & Treasurer Vanessa Stephens, Fire Chief Jeremy Loncar, Comptroller Jennifer McCain, Community Relations Director Lara Mather, Senior Planner Kathy Canfield, IT Director James Deane, Deputy District Attorney Keith Loomis, Project Manager Mike Northan, Sheriff Antinoro, Community Development Director and Fire Marshall Martin Azevedo, Public Works Director Jason Wierzbicki, Recorder Marney Hansen-Martinez, Tourism Director Deny Dotson, Communications Director Beck Parsons, Emergency Management Director Joe Curtis, Human Resources Director Tobi Whitten, Community Chest Director Erik Schoen, St Mary's Art Center Director Arika Perry, Fourth Ward School Director Norah Stefu

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

Commissioner Carmona led those present in the Pledge of Allegiance.

3. DISCUSSION/POSSIBLE ACTION: Approval of Agenda for May 18, 2021.

County Manager Osborne asked to remove Item 12 from the Agenda.

Commissioner Gilman said he will recuse from vote and discussion on items 10 and 14.

Chairman Carmona said he will recuse from vote and discussion on item 30.

Public Comment: None

Motion: I, Commissioner Mitchell, make a motion to approve the Agenda for May 18, 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: Consideration and possible approval of Minutes for April 6, 2021.

Public Comment: None

Motion: I, Commissioner Mitchell, make a motion to approve the Minutes for April 6, 2021, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

5. CONSENT AGENDA

- I Consideration and possible approval of claims in the amount of \$1,563,153.37.
- II Consideration and possible approval of seconded amended contract with the Nevada Department of Motor Vehicles.
- III Consideration and possible action, approval of business license first readings:
 - A. Bart Manufacturing Inc. - Out of County / 3787 Spinnaker Ct., Fremont, CA
 - B. Bluewater Energy Solutions, Inc. - Out of County / 3330 Cobb Okwy NW Ste 324 PMB 235, 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

Public Comment: None

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

6. PUBLIC COMMENT (No Action) None

7. DISCUSSION/POSSIBLE ACTION: Update, discussion, and provide direction to county staff and lobbyists regarding upcoming bills and legislation affecting Storey County including, but not limited to SB 98 proposing Storey County's membership into the Carson Water Subconservancy District, AB 90 two-year interim study regarding regional impacts, and SCR 11 (formerly BDR 1109 and 1148) one -year interim study on Innovation Zone draft legislation, and other properly related matters.

Commissioner Gilman recused from discussion on SCR 11, formerly BDR1148.

County Manager Osborne reviewed various bills/legislation:

- SCR11 - Innovation Zone: A committee was formed to study all matters relative to Innovation Zones. Mr. Osborne reviewed all stakeholders that will be involved and who will meet with the committee. This will be reviewed monthly through December 31st and then Legislative staff will present recommendations. This (County) Board has given direction that if they want to build their project, do innovative technologies - the building permits will be offered to them, their planned unit development application - all they need to do is apply.

If the committee decides to move forward, (the County) would like to be part of the study as the most affected County in the state. There has been no action since the committee was formed.

Vice Chairman Mitchell: The County will have some direct representation with Senator Settlemeyer, who will have a pick (for the committee). He does not feel a need to amend (the Commission's) guidance.

Chairman Carmona thanked Vice Chairman Mitchell, Mr. Osborne, and the County's lobbyists for their efforts (at the Legislature).

No public comment.

- AB90 - Not a lot of movement, with two weeks left.
No public comment.
- SB98 - Storey County joining Carson Water Subconservancy District. On way to approval.
No public comment.
- AB424 - Requires bail hearings to be heard within 48 hours. This means a 7-day per week court, with substantial impact to the County. Mary Walker, NACO, and Judge and District Attorney associations are trying to fight this on behalf of the smaller counties. The County's Judge stated things are moved along quickly in our county. Some things have been changed in the bill, including the actual court hearing lessened to video conferences, and being released on own recognizance by authority of the Sheriff. There may be an option with regional courts who would rotate weekends. This Bill is moving forward. The County has requested this not take place until 2022 as it has not been budgeted.
Sheriff Antinoro: He is watching this Bill. Existing NRS gives the Sheriff authority to O.R. people. He does not know how this will "play-out" with this Bill.
No public comment.
- SB385 - China Springs/Aurora Pines Bill: Not a big bill for Storey County, but it is for other rural counties. These are intermediate, disciplinary "boot camps" for kids. The Governor's Office proposes to cut funding - essentially taking away this intermediary location sending kids directly into the State juvenile system. The County is against this.
No public comment.
- AB249 - Construction hours: Only applies to HOA's.
- AB322 - Cannabis events: Has passed Assembly committee. This would allow for cannabis vendors at events. The County would not be required to allow these vendors. The County has been against this.
- SB94 - Trespass on Ways: Gates over public road that goes through private property. Nothing is happening.
- SB107 - Wrongful Termination: Terminated employees would have up to 7 years to take action against the County. Nothing heard on this.
- SB390 - Suicide Hotline: Call a hotline and get assistance. Moving forward.
No public comment on the last 5 Bills.

Mr. Osborne: NVEnergy has been working on energy legislation - the "Green Link" creating a redundant link between our power plant and Ely, to Clark County, and back. This will facilitate regional, renewable energy. \$100 million is dedicated to putting in car charging systems for the Highway 50 corridor. This will boost Nevada's energy portfolio.

Public Comment: None

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

Fire Chief Loncar:

- The County was recognized by the State Fire Marshal's Office for contributions put into their fire prevention program.
- Fire Department personnel are wearing "camo" recognizing "Military Appreciation Month".
- Working very hard with seasonal staff, along with NVEnergy, on fuels reduction in Six Mile Canyon. Still looking for full-time positions. NVEnergy has reached out saying they will double the amount of money given to us for personnel.

Jason Wierzbicki, Public Works Director:

- Slurry and striping work has been completed in TRI.
- Pavement patching completed on Cartwright. Slurry will be done Thursday and Friday. Pilot cars will be running.

Lara Mather, Community Relations Director:

- There are no new Covid cases in the County. There are 8 active, 99 recoveries, 3 deaths - total 110 cases. Quad Counties - 294 active, 12,193 recovered.
- May 26th will be the last day for testing in the County. One person showed up for testing on
- The County has no vaccination dates for June. GetHealthyCarsonCity.org has all current Covid information and vaccination dates.
- Covid vaccination numbers for Storey County are not correct as people go to other areas for vaccinations and zip codes in the County are for other areas.
- Bleach, sanitizing wipes, sponges, hand sanitizer, and masks have been delivered to the community. They have a lot more supplies.

Chairman Carmona: Do you know the percentage of Storey County residents that have been vaccinated?

Ms. Mather: Will contact Carson City Health & Human Services for that information.

Deny Dotson, VCTC Director:

- Everything is back to full speed at the Visitor's Center.
- Chili on the Comstock is this weekend. Memorial Day Cruise on Memorial Day weekend, including the kickoff of the V&T Railway. The following weekend is Spring Street Vibrations.
- This Thursday is "Everyone is a Local" at night. Merchants offer specials and stay open to 8PM.
- Pipers Opera House just finished a couple of weekends with the presentation of a "murder mystery". This is what Pipers is intended to do - offer entertainment in the evenings. Over 600 people attended which is directly related to the number of people needing lodging and food.
- They have been placing some of the old barrels on the boardwalk for the merchants to use as flowerpots which looks really nice. Stop in and thank the merchants.
- On June 11th, Storey County residents, employees, and merchants are invited to a "welcome back" event 4 - 7PM. Free to all.

Kathy Canfield, Senior Planner:

- Attended a NDOT meeting regarding a study of the U.S. 50 corridor - between Pine Nut Road and May Road. Modification of the road is being looked at to make it safer. It affects Storey County as the intersections of LaFonda, Six Mile Canyon, Riverboat, and Pine Nut Road might have changes in the future. There is a website for this study - public comment is requested until June 1st. The County has commented and has questions. Mark Twain residents received notification.

James Deane, IT Director:

- New staff member starts June 1st.
- A soil analysis and tower engineering footprint at the sewer tower has started.

Martin Azevedo, Community Development Director:

- A new administrative assistant started this week.
- In response to questions about number of residential permits issued, he has done a comparison: 2019 - 137 permits; 2020 - 159; 2012 -42 to date. These are permits for tentative improvements, remodeling, etc.

Vice Chairman Mitchell asked if there is an up-tick in new residential development.

Mr. Azevedo: He would have to pull the new housing permits. There has been an uptick in new residences in Virginia City with several in the Highlands.

Erik Schoen, Community Chest Director:

- Recently sent out a newsletter in which he discussed current feelings - especially the term "languishing" during these times - coming out of Covid. "Flourishing" was also discussed as well as finding appreciation for the small things.
- For people looking for resources to help them "flourish", Community Chest has its summer youth program, the library is open, mental and primary health care providers are available, and the food pantry is open.

Nora Stefu, 4th Ward School Director:

- The museum is open. Visitors have commented how happy they are to see the museum and how interesting it is.
- Construction through CCHP is on-going.

Keith Loomis, Deputy District Attorney:

- The Nevada Supreme Court dismissed the Petition for Extraordinary Writ Relief in the case of Mary Lou Wilson v. Storey County and Stericycle. Ms. Wilson's appeal is still being handled.

Austin Osborne, County Manager:

- A Town Hall meeting is being planned the next couple of weeks in Mark Twain. Date to be determined.

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

Chairman Carmona: A roads meeting was held in the Highlands with a fantastic turnout. Sheriff Antinoro, Commissioner Mitchell, County Manager Osborne, and District Attorney Langer attended. Off-road use was discussed. Response from residents was great.

10. DISCUSSION/POSSIBLE ACTION: Consideration and possible approval of the TRI Public-Private Partnership Audit for 2017, 2018 and 2019.

Commissioner Gilman recused from vote and discussion on this item.

Comptroller Jennifer McCain discussed TRI Public-Private Partnership Audit for 2017, 2018 and 2019. The result of the audit shows Storey County's Liability to the Tahoe Reno Industrial Center as of June 30, 2019, as \$4,652,652. Total reimbursement over the three years was \$1,421,207 - which has proven to be far lower than actual. In the coming fiscal years, contributions will be increased from various funds into the TRI Payback Fund.

Vice-Chairman Mitchell: Was it difficult to allocate sales tax from TRI - he remembers there was some difficulty getting accurate numbers.

Connie Christiansen CPA: The portion allocated to TRI is based upon 80% over a base amount each year. It was a formula.

Vice-Chairman Mitchell: He saw a note about an unusual or unique accounting practice - is there something that makes it different? He thinks it was referenced at the top and then in a note.

Ms. Christiansen: In the auditor's report? Page two?

Vice-Chairman Mitchell: It's just notes. Other than what is generally accepted. Does it have any sort of impact or is it just a quirk?

Ms. Christiansen: That is just specific to this statement. Because we are only reporting on the net revenues related to the project - it is not a complete financial statement. Some of the amounts are determined based on the agreement in the stipulation rather than actual revenue.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the TRI Public-Private Partnership Audit for the fiscal years 2017, 2018 and 2019 as submitted, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Chairman Carmona, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=2).

11. DISCUSSION/POSSIBLE ACTION: Consideration and possible approval of letter to the Governor's Office of Economic Development (GOED) recognizing the Economic Development Authority of Western Nevada (EDAWN) as one of the two regional economic development authorities representing Storey County.

County Manager Osborne requested moving this item following item 14.

Public Comment: None

Motion: I, Commissioner Mitchell, move that we move Item #11 to be considered after item 14 on today's agenda, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

12. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of approximately 4-year lease between Storey County and the State of Nevada 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 for use of an existing office of approximately 120 square-feet and located at the Storey County Government Complex at 1705 Peru Drive, McCarran, Storey County, Nevada.

Removed from agenda.

13. DISCUSSION/POSSIBLE ACTION: Consideration and possible approval of the 2021-2022 Storey County Final Budget, excluding the TRI Payback Fund, for submission to the Department of Taxation.

Comptroller McCain reviewed "housekeeping" changes to the Final Budget:

- Parks Department: Operating supplies moved to each specific park.
- Community Relations: Mark Twain Community Center support, reduced by \$5,000.
- Commissioners: Added \$37,000 for public service announcements.
- Comptroller: Looking at transparency web posting for their website.

This is an increase of \$56,500 - changing revenue to expense ratio to \$124,101 in the black. Projected ending-fund balance has been reduced approximately 19% - \$14,872,13 - due to transfers from the General Fund to other funds.

Increases in all departments, were in wages and benefits - including a couple of new positions, all supporting the growing needs of the County. The health insurance increase was reduced from 20% to 5%. All department heads are encouraged to stay conservative with spending even with the downturn in the pandemic.

Chairman Carmona asked what is meant by "transparency on the website".

Ms. McCain: She has looked at other county websites where financials are on-line. Anyone in the public would be able to look at the Comptroller's page and see what has been budgeted and expended. It's important for people to see where their money is going.

Chairman Carmona: Fantastic idea - he agrees wholeheartedly.

Ms. McCain reviewed highlights of Special Funds:

- Road fund continues a downward trend. Hopefully, the new diesel tax coming to the County will produce a change. There is a plan for Infrastructure to take some of the road projects which will help the ending-fund balance and keep projects moving forward.
- Equipment Acquisition fund: For purchase of vehicles and large equipment. New purchases will be: Three Sheriff 4-wheel drive vehicles, a small plow truck, Public Works Director pick-up, and a 1997 Kenworth truck (replacing a dump truck). Total: \$257,720. Revenue is from property tax and sale of un-used/un-needed equipment and vehicles.
- Capital Project Fund: Operates transfers from the General Fund and the revenue stream from Tesla - \$93,000 annually for the Quint truck the County had to purchase.
- The fiscal year 2022 transfer from the General Fund will be \$2 million - projects will total \$1.8 million. Leaving a fund balance of \$2.2 million for future projects.

- The goal for the Comptroller and County Manager is to have a complete, 5-year CIP during the upcoming fiscal year - with the plan to fund all submitted projects.
- Infrastructure fund has a current balance of \$2.6 million - slightly higher than projected. Therefore, there is no problem with completing the plan submitted at previous Commission meetings.
- VC Rail project revenue has been corrected. The 1/4 cent sales tax flows into this fund. Next fiscal year's plan is to pay off two un-used bonds, dropping ending fund balance approximately \$1 million and reducing the County's debt the same amount. This fund is used to fund rail projects within the County as well as subsidizing the V&T Rail Commission up to \$250,000 a year. Projects include a new roof on the V&T Freight Depot and deck extension on the Gold Hill Depot - totaling approximately \$250,000.
- VCTC and Pipers: Planning to bring back traditional VC event and activities for the next year. Revenues and expenses will have to work together depending on fluctuation of the pandemic.

Commissioner Gilman: Congratulations and thank you to Ms. McCain for considering posting of information for the community. He is delighted that Ms. McCain is looking at the financial picture.

Chairman Carmona: Covid has driven more constituents on to the website. It is important to "beef up" (the County's) on-line presence.

Vice Chairman Mitchell: Capital projects expenses came in about \$600 less than tentative. Were things pushed out or off, or came in less than expected - or a combination of the three?

Ms. McCain: It's a combination of all three and utilizing the infrastructure fund to take portions of those capital projects.

Motion: I move to accept the 2021-22 Storey County Final Budget, excluding the TRI Payback Fund, for submission to the Department of Taxation, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

14. DISCUSSION/POSSIBLE ACTION: Consideration and possible approval of the 2021-2022 Storey County TRI Payback Fund Final Budget for submission to the Department of Taxation

Commissioner Gilman recused from discussion and vote on this item.

Ms. McCain explained the TRI Payback Fund is a Special Fund within the Storey County budget - intended to reimburse TRI for road infrastructure. The (County's) liability has increased greatly since going off guaranteed share. The County is doing great but did not appropriately plan for this Payback. \$2.5 million was currently budgeted to pay back, leaving \$2.4 million as ending fund balance. \$1.1 million will transferred in the next fiscal year enabling (the County) to pay off through 2019 with a little left over. Contributions will be increased substantially to keep up with the increased payback amounts.

Public Comment: None

Vice Chairman Mitchell: The General Fund ending balance is projected to be about \$14 million, without knowing what 2020 holds, is this anticipated to continue on down - or do you think it is stable and are we comfortable in that range?

Ms. McCain said she thinks that it's stable. Guessing, the \$14 million ending fund balance 6/2022 is a low estimate. Budgets and projections are based on two year estimates and one year of an actual audit. More information can be provided when this year's audit is completed. There will be a little increase.

Vice Chairman Mitchell: Related to the Payback Fund, based on what is known, will transfers-in continue to increase or is it fairly stable as far as the subsidy.

Ms. Cain: The amount of liability or Fund balance?

Vice Chairman Mitchell: The transfers coming from the General Fund into this Fund.

Ms. McCain: Transfers in will likely have to increase as tax revenue and activity increase in TRI. Before the three year period, it was a fairly set amount because it was on a "guaranteed share" for (the County's) sales tax so the fluctuation was not as great. Because of Covid, 2020 may not be a fair year to use. Her projection is payments will never go down which means the County is growing and revenue is going up. Ending fund balance in the TRI Payback fund is a little more static - the (County) controls how much goes in and out. Payments are set before the audit is done.

Vice Chairman Mitchell: This is not set up for the Payback to automatically fund into here.

Ms. McCain: With the Clerk's Office, she is looking at rather than having transfers, the money would be taken "off the top" as those revenues come in - with a formula built in. She would like the TRI Payback fund to be included in the original calculation rather than having to figure out the transfers.

Vice Chairman Mitchell is supportive of that.

Motion: I move to approve the acceptance of the 2021-22 Storey County TRI Payback Fund Final Budget for submission to the Department of Taxation, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Chairman Carmona, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=2)

11. DISCUSSION/POSSIBLE ACTION: Consideration and possible approval of letter to the Governor's Office of Economic Development (GOED) recognizing the Economic Development Authority of Western Nevada (EDAWN) as one of the two regional economic development authorities representing Storey County

Mr. Osborne explained this a request from EDAWN to continue to be the County's economic development authority covering the north end of the County, in addition to NNDA (Northern Nevada Development Authority) covering the south end.

Mike Kazmierski, President and CEO of EDAWN, presented an update on economic development in the region. Mr. Kazmierski reviewed EDAWN's region of responsibility which includes the northern

portion of Storey County, including the industrial center. EDAWN is a regional organization supporting five government entities.

Mr. Kazmierski reviewed EDAWN's Strategic Plan and presented unemployment comparisons for local areas, Las Vegas, and the U.S. The local economy is pretty resilient despite the pandemic. One of the best trends is the combined use sales tax - a good measurement of how the economy is going. Approximately one-half of the new technology companies in the area are in Storey County. Priorities continue to be high-paying jobs, more corporate headquarters and technology companies, and prospects from the Bay area. Blockchains is seen to be a leader in technology in the region, with several other "blockchain" companies looking at the area. Serious interest and relocation in the area is increasing. Average wages are going up.

Mr. Kazmierski also discussed the "attraction side" for prospect activity, number of jobs, and average wages for the region. Continued growth in manufacturing is being seen. He also reviewed the retention and expansion numbers for various companies. Mr. Kazmierski discussed the high-demand occupations including the use, and education, of robotics.

EDAWN started the Reno Seed Fund - investing in about 35 companies to date. There has been rapid growth in some of the smaller companies.

Mr. Kazmierski said the region is changing and is on track to become an innovation mecca with growth in many areas.

Public Comment: None

Commissioner Gilman asked Mr. Kazmierski his "take" on AB90, including potential financial impacts. If implemented, would it "slowdown" relocation of major companies? This is the Bill requiring neighboring counties to discuss, evaluate, and do studies to determine how much each county would have to dedicate to support of the locating company. Many relocating companies do not want to divulge who they are and delays are created. There is no way to insure scheduling as the various communities have to come together on the sharing that has to be resolved prior to a company's relocation.

Mr. Kazmierski: They have not taken a formal position. It would be "if it's not broke, don't fix it". They think the current system is not broken. (The legislation) fails to look at the advantage (other jurisdictions) are getting through other sales tax revenue. (EDAWN) has not taken a position, but less government is better. He feels a study would help people understand the significant impact a company in Storey County has on an (adjacent) community where their residents are working and getting paid in Storey County but spending in their community. Mr. Kazmierski said they do not want to go to far down the road until they have done significant analysis - which is a moving target.

Vice Chairman Mitchell thanked Mr. Kazmierski and asked him to explain how TRI is suited to larger acreage projects and disadvantaged for smaller projects.

Mr. Kazmierski: The business park is a great place for companies needing 500,000 acres. It was easier before Blockchains took up a lot of land. Even now a modest manufacturing company needs 100 acres. There is very little land left, that is not in the business park or outside the metro area, that

accommodates that. They have encouraged Blockchains to identify land they won't need that could be used for other projects. They are looking at options which (EDAWN) can continue to work with them on. There is not enough land in this region right now.

Commissioner Gilman: They (TRI) currently have 11 new escrows open - 2 approximately 100 acres. The rest between 5 and 35 acres. There is an influx of those (smaller) users. The Park is beginning to develop those kinds of sites. It's important to recognize the development - there are a lot of smaller companies looking.

Mr. Kazmierski: Many of those are retail. There are not a lot of the 200 to 400 parcels left. There may be partnerships they can work with - they do know what's available. When a company says they need so many acres, anywhere we can find it they are told about infrastructure and location, then the company decides which to look at.

Vice Chairman Mitchell: He would like to get a more formalized inventory of potential owners that would be open to re-sale. Then making that available to Mr. Kazmierski to put in front of people.

Chairman Carmona had nothing more at this point.

County Manager Osborne agrees as far as keeping inventory of properties. There are resources going to the Planning Department and Community Development in order to do that. Every property will be looked at - in McCarran, and otherwise - in the County - zoned industrial, commercial, or otherwise. We will work with the owners and internally, to build infrastructure insight to help some of these properties move forward - especially the small ones and those in obscure areas. We will keep Mr. Kazmierski (Mike) updated on the list so that his group is aware of changes. Budget resources are available after July. Mr. Osborne appreciates Mr. Kazmierski coming to the meeting today.

Motion: I move to approve the letter to the Governor's Office of Economic Development (GOED) recognizing Economic Development Authority of Western Nevada (EDAWN) as one of the two regional economic development authorities representing Storey County, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

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

Meeting recessed at 11:33 AM

Meeting reconvened at 11:43 AM

16. DISCUSSION/POSSIBLE ACTION: Consideration and possible approval of the 2021-2022 Storey County Water and Sewer Funds Final Budget, for submission to the Department of Taxation

Comptroller McCain explained Water and Sewer are enterprise funds - expected to support daily operations with revenues from services supplied. Water has an anticipated surplus of \$18,000. This surplus indicates that rate increases are working to support the system. The current ending fund balance is projected to be \$1,751,000 for fiscal years 2021 and 2022. Sewer fund has a revenue shortfall versus expenses of \$123,000 - with the new bond payments that started early and new rates

have not had time to build up to support the increase. Projected fund balance at end of this fiscal year is \$214,000. With the shortfall, the ending fund balance projected for FY 2022 is \$90,676. The sewer fund needs to stay conservative to help build the fund.

Commissioner Gilman and Vice Chairman Mitchell expressed concerns. Rate increases may be inevitable.

Chairman Carmona: There will be more water pipe issues to deal with in the future.

Vice Chairman Mitchell: There is potential for up-tick in water connections/usage in several areas. Sewer is limited as far new users.

Chairman Carmona: He was told and believes there is about 20% capacity on the (new) sewer plant.

Mr. Osborne: It's nominal, about 20.

Ms. McCain: The sewer system has undergone upgrades over the last few years - with a lot of money going out yearly for bond payments. The water fund is looking at substantial upgrades.

Mr. Osborne: Ms. Mather is looking at options - there may be Federal funding, or something that may help sewer.

Ms. McCain: We need to begin looking at this problem and not wait until the ending fund balance is zero.

Chairman Carmona asked if a "proactive" approach is needed - maybe a committee.

Ms. McCain: Within the next fiscal year this will be need to be looked at.

Vice Chair Mitchell: Would it be allowed for the water fund to loan to the sewer fund in the short term.

Ms. McCain: We might consider combining the two enterprises and have Virginia City/Gold Hill Water and Sewer. This would definitely help both.

Chairman Carmona asked if that's a possibility, why hasn't it been done?

Ms. McCain does not know if this is a possibility. She has been unable to get answers on how they are done. As example, the water fund is included in the Storey County budget - the sewer fund is a "stand alone". A lot of answers are needed before moving forward.

Mr. Osborne: Mr. Loomis has been looking into this and has some preliminary findings and there are some good reasons. One being a GID and the other not, they cannot be combined. He is looking for a resolution. There may be Federal grants or loans, some other way to help out.

Vice Chair Mitchell asked if these funds are eligible for State funds.

Mr. Osborne: We have revolving funds and programs now that are being done.

Ms. McCain: They have been earmarked for projects, not operations support.

Motion: I, Commissioner Mitchell, move to approve the acceptance of the 2021-2022 Storey County Water and Sewer Funds Final Budget, for submission to the Department of Taxation, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

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

18. DISCUSSION/POSSIBLE ACTION: Consideration and possible approval of the 2021-2022 Storey County 474 Fire District Final Budget, for submission to the Department of Taxation

Comptroller McCain reviewed the Fire District budget. An increase in the ending General fund balance is expected at \$914,000 - due mostly to Tesla payments. Extra revenue will be used to purchase much-needed equipment. There will be increases for emergencies within the District.

Ms. McCain reviewed each fund including proposed equipment purchases.

Public Comment: None

Motion: I, Fire Commissioner Mitchell, move to approve the acceptance of the 2021-2022 Storey County 474 Fire District Final Budget, for submission to the Department of Taxation, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

19. DISCUSSION/POSSIBLE ACTION: Consideration and possible action to renew the Storey County Fire Protection District interlocal contract with the Nevada Division of Forestry for fiscal year 2021 through 2023.

Chief Loncar reviewed this semi-annual contract with Nevada Division of Forestry. This is basically an insurance plan and is based on over-all risks, past fires, and other variables. The Fire District pays into the Plan. This two-year contract payment was reduced from the previous contract to \$72,606.

Public Comment: None

Motion: I, Fire Commissioner Mitchell, move to approve the contract renewal with Nevada Division of Forestry for fiscal year 2021 through 2023, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

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

21. DISCUSSION/POSSIBLE ACTION: (Continued from Board of County Commissioner's meeting on April 20, 2021) Consideration and possible approval of SUP 2021-18 by applicants Kevin and Ambre Chevalier. The applicants request a Special Use Permit to operate an automotive services

business in an existing garage structure at 790 South A Street, in the Divide neighborhood of Virginia City, APN 001-041-12.

Senior Planner Kathy Canfield reviewed this item. The Planning Commission had previously reviewed this item in April. At that time, it was requested that staff and applicant work with a neighbor on a solution to concerns the neighbor had. A solution was reached that was agreeable to everyone.

Based on the changes, the Planning Commission unanimously recommended approval.

Ambre Chevalier was present via zoom. She thanked her neighbor and Ms. Canfield.

Public Comment: None

Ms. Canfield read the Findings of Fact:

This approval is for SUP 2021-18, a request to operate an automotive services business in an existing garage structure at 790 South A Street, in the Divide neighborhood of Virginia City, APN 001-041-12.

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

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

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

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

The Special Use Permit conforms to the 2016 Storey County Master Plan for the Divide Area Specific Plan of the Comstock Area in Virginia City planning area in which the subject property is located. A discussion supporting this finding is provided in Section 2.C of this staff report and the contents thereof are cited in an approval of this Special Use Permit.

The conditions under the Special Use Permit do not conflict with the minimum requirements in Storey County Code Sections 17.03.150 - Special Use Permit, 17.12 - General Provisions, and Section 17.30 CR Commercial Residential.

Motion: In accordance with the recommendation by staff, the Planning Commission, the findings of fact under Section 3.A of this report, and other findings deemed appropriate by the Board of County Commissioners, and in compliance with the conditions of approval, I Commissioner Mitchell, move to approve Special Use Permit 2021-18, a request to operate an automotive services business in an existing garage structure at 790 South A Street, in the Divide neighborhood of Virginia City, APN 001-041-12, **Action:** Approve, **Moved by:** Vice Chairman Mitchell , **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

22. DISCUSSION/POSSIBLE ACTION: Consideration and possible approval Special Use Permit 2021-19 by applicant Bryan Staples representing VFW Evans-Kendall Post 8071. The applicant requests a Special Use Permit to construct a freestanding sign on a parcel of land without a primary land use. The sign will be 4-feet by 4-feet in size and be located along the C Street frontage at approximately the southwest corner of the property. The property is located 491 South C Street, Virginia City, Nevada, Assessor's Parcel Number (APN) 001-054-13.

Ms. Canfield: This is an application for a freestanding sign. A Special Use Permit is required. The VFW requests this sign which will be on property they own and where they will have a building in the future. The sign will be a "coming soon" advertisement. Planning Commission and staff recommend approval.

Public Comment: None

Ms. Canfield read the Findings of Fact:

This approval is for Special Use Permit 2021-19 to construct a freestanding sign on a parcel of land without a primary land use. The sign will be 4-feet by 4-feet in size and be located along the C Street frontage at approximately the southwest corner of the property. The property is located 491 South C Street, Virginia City, Nevada, Assessor's Parcel Number (APN) 001-054-13.

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

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

The proposed project will result in no substantial or undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, public improvements, public sites or right-of-way, or other matters affecting the public health, safety, and general welfare, either as they now exist or as they may in the future be developed as a result of the

implementation of the provisions and policies of the county master plan, this title, and any other plans, program, map or ordinance adopted or under consideration pursuant to an official notice, by the county, or other governmental agency having jurisdiction to guide growth and development.

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

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

The conditions under the Special Use Permit do not conflict with the minimum requirements in Storey County Code Sections 17.03.150, Special Use Permit and 17.84, Signs and Billboards.

Motion: In accordance with the recommendation by staff and the Planning Commission, the findings of fact under Section 3.A of this report, and other findings deemed appropriate by the Board of County Commissioners, and in compliance with the conditions of approval, I, Commissioner Mitchell, move to approve Special Use Permit 2021-19 to allow construction of a freestanding sign on a parcel of land without a primary land use. The sign will be 4-feet by 4-feet in size and be located along the C Street frontage at approximately the southwest corner of the property. The property is located 491 South C Street, Virginia City, Nevada, Assessor's Parcel Number (APN) 001-054-13, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3).

23. DISCUSSION/POSSIBLE ACTION: Consideration and possible approval regarding Resolution No. 21-607 granting the Mark Twain Community Center a sum not to exceed \$20,000.00 for the purpose of preserving the Mark Twain Community Center and community outreach and improvement.

Lara Mather, Community Relations Coordinator, reviewed this request. This is a decrease of \$5,000 from last year's request.

Commissioner Gilman said they have done a great job and applauds their efforts.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve Resolution No. 21-607 granting the Mark Twain Community Center a sum not to exceed \$20,000.00 for the purpose of preserving the Mark Twain Community Center and community outreach and improvement, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

24. DISCUSSION/POSSIBLE ACTION: Consideration and possible approval regarding Resolution No.21-608 granting St. Mary's Art Center, a non-profit entity, a sum not to exceed \$128,000.00 for the purpose of preserving the St. Mary's Art Center, a county owned building and supporting arts and culture through education and cultural offerings.

Ms. Mather explained this request is an increase of \$28,000 over last year. St. Mary's Art Center relies on events like weddings, art retreats, and so forth. The pandemic has had a large effect on St. Mary's.

Arika Perry, Director: They have considerable plans to take advantage of "quiet time" to resume more restoration efforts. They are trying to be creative in ways to make it through the pandemic. The consideration and support is appreciated.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve Resolution No.21-608 granting St. Mary's Art Center, Inc., a sum not to exceed \$128,000.00 for the purpose of preserving the St. Mary's Art Center, a county owned building, and supporting arts and culture through education and cultural offerings,

Action: Approve, **Moved by:** Commissioner Gilman, **Seconded by:** Vice Chairman Mitchell ,

Vote: Motion carried by unanimous vote, (**Summary:** Yes=3)

25. DISCUSSION/POSSIBLE ACTION: Consideration and possible approval regarding Resolution No. 21-609 granting the University of Nevada Reno, Storey County Extension, a nonprofit entity, a sum not to exceed \$27,500.00 for the purpose of addressing contemporary issues in the areas of agriculture, horticulture, community development, health and nutrition, personal and family development and natural resources.

Ms. Mather: This \$27,500 request is the same as last year. Ms. Mather has met with the team regarding the programs they are working on and how to get the community involved. She reviewed the many, various programs offered.

Public Comment: None

Motion: I Commissioner Mitchell, move to approve Resolution No. 21-609 granting the University of Nevada Reno, Storey County Extension, a sum not to exceed \$27,500.00 for the purpose of addressing contemporary issues in the areas of agriculture, horticulture, community development, health and nutrition, personal and family development and natural resources, **Action:** Approve, **Moved by:** Commissioner Gilman, **Seconded by:** Vice Chairman Mitchell , **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

26. DISCUSSION/POSSIBLE ACTION: Consideration and possible approval regarding Resolution No. 21-610 granting the Community Chest, Inc. the sum of \$259,500.00 for the specific purpose of funding health and human services and educational programs.

Ms. Mather said she works closely with many organizations, the Community Chest being one. Through the Community Chest's efforts, a grant has been obtained enabling Community Development to retain the services of Honey Tapley for another year. The mental health services provided to the community through the pandemic are greatly appreciated.

Erik Schoen said they are not asking for any increase.

Chairman Carmona: You do wonders with the money you get!

Public Comment: None

Motion: I Commissioner Mitchell, move to approve Resolution No. 21-610 granting the Community Chest, Inc. the sum of \$259,500.00 for the specific purpose of funding health and human services and educational programs, **Action:** Approve, **Moved by:** Commissioner Gilman, **Seconded by:** Vice Chairman Mitchell, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

27. DISCUSSION/POSSIBLE ACTION: Consideration and possible approval regarding Resolution No.21-611 granting the Historic Fourth Ward School Foundation, a non-profit entity, a sum not to exceed \$120,000.00 for the purpose of preserving the Historic Fourth Ward School Museum, a county owned building and for the purpose of preserving the Fourth Ward School Building and for promoting the history of the Comstock and Storey County.

Ms. Mather presented the Fourth Ward School Foundation's request - the same as last year. Work is continuing on the building as part of their responsibility to maintain it. The pandemic also had a huge effect on the Fourth Ward that relies heavily on visitors, school groups, and fundraising.

Nora Stefu, Director of the Fourth Ward School thanked the Commissioners for their continued support - preserving part of the history of the Comstock and northern Nevada.

Public Comment: None

Chairman Carmona thanked Ms. Stefu for the work she has done as Director.

Motion: I, Commissioner Mitchell, move to approve, Resolution No.21-611 granting the Historic Fourth Ward School Foundation, a non-profit entity, a sum not to exceed \$120,000.00 for the purpose of preserving the Historic Fourth Ward School Museum, a county owned building and for the purpose of preserving the Fourth Ward School Building and for promoting the history of the Comstock and Storey County, **Action:** Approve, **Moved by:** Commissioner Gilman, **Seconded by:** Vice Chairman Mitchell, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

28. DISCUSSION/POSSIBLE ACTION: Consideration and possible approval regarding Resolution No. 21-612 granting Liberty Engine Company No. 1, Inc. a sum not to exceed \$10,000.00 for the purpose of preserving the Comstock Firemen's Museum, a county owned building and its historic contents.

Ms. Mather: The Comstock Firemen's Museum request is the same as last year. As with the others, the pandemic shut them down.

Joe Curtis: Unlike other organizations, the Firemen's Museum is an all-volunteer operation. All equipment is owned by the County and is housed in a County-owned building. The County's offer to maintain the building is appreciated.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve, Resolution No. 21-612 granting Liberty Engine Company No. 1, Inc. a sum not to exceed \$10,000.00 for the purpose of preserving the Comstock Firemen's Museum, a county owned building and its historic contents, **Action:** Approve, **Moved by:** Commissioner Gilman, **Seconded by:** Vice Chairman Mitchell, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

29. DISCUSSION/POSSIBLE ACTION: Consideration and possible action regarding Amended Resolution No.21-613 granting the Storey County Senior Center the sum of \$401,370 for the purpose of maintaining the Storey County Senior Centers in Virginia City and Lockwood and for providing programs and services to seniors to promote independent and healthy lifestyles.

Ms. Mather: This year's request has a slight increase of a little over \$23,000 due to adjustment staff. The Senior Center, and staff, really stepped up and made adjustments in order to serve the community during the pandemic. Stacey Gilbert, and her team, have been really important assisting Emergency Management during this time. Including being at testing and vaccination pods.

Commissioner Gilman asked how the \$401,370 will be divided between the Senior Centers.

Ms. Mather: About 75% for Virginia City, 25% for Lockwood. Most of the major expenses are paid out of the Virginia City Senior Center.

Commissioner Gilman: Is improvement of the Lockwood Community Center included in this number? He assumes that would be over-and-above this \$400,000 plus allocation.

Mr. Osborne: The 75%, roughly, for Virginia City also includes Mark Twain, the Highlands, and Lockwood - one-quarter to each.

Comptroller McCain: The rehabilitation of the Lockwood Senior Center is in "capital projects/infrastructure funds" of the budget. Approximately \$500,000 is earmarked for the commercial kitchen, parking, a food pantry area, and several other upgrades. This is above and beyond the amount the Resolution states. The Senior Center will get \$244,215 - the north and south counties will get \$114,313.

Commissioner Gilman commented that Lockwood should be identified in the "whereas" portion of the Resolution that mentions programs and services being provided to the Senior Centers.

Mr. Osborne explained that in the Resolution, "Storey County Senior Center" is the County as a whole. This includes Lockwood Senior Center, Virginia City Senior Center, and any senior center related buildings. He sees no problem in adding Storey County Senior Centers - including Lockwood and Virginia City buildings.

Ms. Mather explained the intent is to establish we are all one county - under one Senior Center and one Director. The two Senior Centers are one - working closely together and under one director.

Commissioner Gilman: The Agenda, Item 29, states Virginia City and Lockwood - where the documentation that follows is limited to Storey County. For continuity, he feels it would be better to put the two together.

Ms. Mather: That makes total sense.

Vice Chairman Mitchell: Does this grant request substantially fund all of their budget?

Ms. Mather: Substantially, but not all. Stacey York does a lot of grant writing. Three vehicles have been received under grants, the biggest refrigerator ever seen was installed through a grant. She does a great job supplementing funding the County gives her with grants.

Chairman Carmona said the year the Senior Center "shined". Some folks are not aware of all they do - the amount of meals served. Covid was a time to see what deficiencies there were. All he has heard is how great a job they did under Stacey's leadership. He's happy to fund this program.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve amend Resolution No. 21-613 granting the Storey County Senior Center the sum of \$401,370 for the purpose of maintaining the Storey County Senior Centers in Virginia City and Lockwood, and for providing and services to seniors to promote independent and healthy lifestyles, and further to instruct staff to modify the wording on the Resolution to include both the Lockwood and Virginia City facilities specifically,

Mr. Osborne asked if the Resolution had to be read into the record.

Mr. Loomis - It does not need to be read.

30. DISCUSSION/POSSIBLE ACTION: Consideration and possible approval regarding Resolution No. 21-614 granting the Storey County Jeep Posse, a non-profit entity, a sum not to exceed \$10,000.00 for the purpose of aiding and assisting all Storey County residents with search and rescue, emergency management, youth programs and other capacities.

Chairman Carmona recused himself from this item as his daughter previously received a scholarship from the Jeep Posse.

Ms. Mather said she was able to work with this organization during the pandemic. They were a huge help with the community-based testing. There were several long days with 100-200 people coming for testing. The Posse set up cones, directed traffic, assisting with set-up and take-down. The Jeep Posse donated 233.7 hours working though the pandemic. The Posse also maintains the "Ice House".

Public Comment:

Jeff Nevin, Jeep Posse Member: They were "front line" with public testing. They also developed the plan for restoration of the County-owned Ice House - building and grounds. This grant will go a long way to help.

Sheriff Antinoro: He salutes the Jeep Posse and what they have done over the past year. For clarification, "search and rescue" is a function of the Sheriff's Office - the Jeep Posse is not involved in that.

Commissioner Gilman: He has watched this fine organization for 8 years - made up of a lot of County leadership. He thanks them for their leadership and is pleased to support them.

Vice Chairman Mitchell said he feels this Resolution is sufficiently vague and does not designate them as an official search and rescue organization - and thinks there is understanding that this falls to the Sheriff's Office. Hopefully, someday when the Jeep Posse meets the criteria, that will happen. It is recognized that may not be the case at this time.

Motion: I, Commissioner Gilman, move to approve Resolution No 21-614 granting the Storey County Jeep Posse, a non-profit entity, a sum not to exceed \$10,000.00 for the purpose of aiding and assisting all Storey County residents with perhaps search and rescue, emergency management, youth programs and any other capacities **Action:** Approve, **Moved by:** Commissioner Gilman, **Seconded by:** Vice Chairman Mitchell, **Vote:** Motion carried by unanimous vote, **(Summary: Yes=2)**

31. DISCUSSION/POSSIBLE ACTION: Consideration and possible approval of business license Second Readings:

Vice Chairman Mitchell recused from discussion and vote as he has a business license application on this item.

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

Public Comment: None

Motion: I, Commissioner Gilman, move to approve the second reading of business licenses under item #30, listed as items #A through I, **Action:** Approve, **Moved by:** Commissioner Gilman, **Seconded by:** Chairman Carmona, **Vote:** Motion carried by unanimous vote, **(Summary: Yes=2)**

31. PUBLIC COMMENT (No Action)

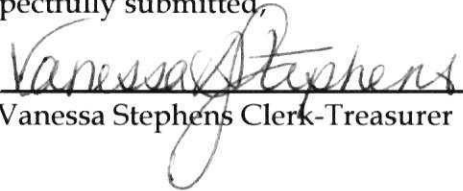
None

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

Chairman Carmona adjourned the meeting at 1:00 P.M.

Respectfully submitted,

By: _____


Vanessa Stephens Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 7/6/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 0 min

Agenda Item Type: Consent Agenda

- **Title:** Consideration and possible approval of claims in the amount of \$2,250,319.36
- **Recommended motion:** Approval of claims as submitted
- **Prepared by:** Cory Y. Wood

Department: **Contact Number:** 7758471133

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

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



Payroll Check Register Report Summary



Pay Period: 5/24/2021-6/6/2021

Packet: PRPKT01082 - 2021-06-11 Payroll LS

Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	10	6,856.69
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	164	365,141.73
Total	174	371,998.42

Approved by the Storey County Board of Commissioners:

Chairman	Commissioner	Commissioner
		
Comptroller		Date
Treasurer		Date



Check Register

Packet: APPKT03082 - 2021-06-09 PR payment LS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
405456	Public Employees Retirement	06/11/2021	EFT	0.00	88,852.17	10194
404639	VOYA RETIREMENT INS	06/11/2021	EFT	0.00	10,625.00	10195
300003	AFLAC	06/11/2021	Regular	0.00	1,206.67	103498
300008	AFSCME Union	06/11/2021	Regular	0.00	578.51	103499
405519	Cigna Health and Life Insurance Con	06/11/2021	Regular	0.00	123,750.56	103500
	Void	06/11/2021	Regular	0.00	0.00	103501
300001	Colonial Life & Accident	06/11/2021	Regular	0.00	103.38	103502
404704	DVM INSURANCE AGENCY	06/11/2021	Regular	0.00	86.43	103503
405264	FIDELITY SEC LIFE INS CO	06/11/2021	Regular	0.00	1,306.89	103504
405263	KANSAS CITY LIFE INS CO	06/11/2021	Regular	0.00	7,202.69	103505
300011	Nevada State Treasurer	06/11/2021	Regular	0.00	4.00	103506
103233	PUBLIC EMPLOY RETIREMENT SYSTEM	06/11/2021	Regular	0.00	434.66	103507
300010	State Collection & Disbursement Un	06/11/2021	Regular	0.00	213.43	103508
300006	Storey Co Fire Fighters Assoc	06/11/2021	Regular	0.00	1,400.00	103509
300005	Washington National Ins	06/11/2021	Regular	0.00	843.93	103510
300002	Western Insurance Specialties	06/11/2021	Regular	0.00	335.39	103511

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	27	13	0.00	137,466.54
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	5	2	0.00	99,477.17
	32	16	0.00	236,943.71

Approved by:


Comptroller

6/14/21
Date

Treasurer

Date

V&T General Manager

Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	6/2021	236,943.71
			<u>236,943.71</u>



Check Register

Packet: APPKT03083 - 2021/06/11 PERS 715 LS

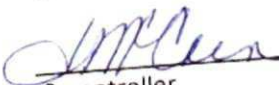
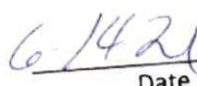
By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
405456	Public Employees Retirement	06/11/2021	EFT	0.00	45,792.20	10196

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	45,792.20
	2	1	0.00	45,792.20

Approved by the Storey County Board of Commissioners:

Chairman	Commissioner	Commissioner
		
Comptroller		Date
Treasurer		Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	6/2021	45,792.20
			45,792.20



Vendor History Report

By Vendor Name

Posting Date Range -

Payment Date Range 06/11/2021 - 06/11/2021

Payable Number	Description	Units	Price	Post Date	1099 Account Number	Payment Number	Payment Date	Amount	Shipping Dist Amount	Tax	Discount	Net	Payment
Vendor Set: 01 - Storey County Vendors													
405424 - Optum Bank, Member FDIC													
INV0014519	HSA Contributions			6/11/2021		DFT0000801	6/11/2021	11,939.66	0.00	0.00	0.00	11,939.66	11,939.66
HSA Contributions	0.00	0.00	11,814.66		001-29506-000		Insurances		8,278.69			11,814.66	11,814.66
					020-29506-000		Rds-Ins		720.01				
					090-29506-000		Wtr-Ins		235.41				
					130-29506-000		Swr-Ins		106.55				
					230-29506-000		VCTC-Ins		443.74				
					231-29506-000		Pipers-Ins		121.26				
					250-29506-000		Fire-Ins		1,909.00				
INV0014520	HSA Contributions			6/11/2021		DFT0000802	6/11/2021	125.00	0.00	0.00	0.00	125.00	125.00
HSA Contributions	0.00	0.00	125.00		001-29506-000		Insurances		125.00				
Vendors: (1) Total 01 - Storey County Vendors:								11,939.66	0.00	0.00	0.00	11,939.66	11,939.66
Vendors: (1) Report Total:								11,939.66	0.00	0.00	0.00	11,939.66	11,939.66

Approved by the Storey County Board of Commissioners:

Chairman

Commissioner

Commissioner


Comptroller


Date

Treasurer

Date



Check Register

Packet: APPKT03106 - 2021-06-18 AP Payments cw

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
101589	AIRGAS NCN INC	06/18/2021	Regular	0.00	390.71	103515
99665	ALL STAR RENTS	06/18/2021	Regular	0.00	188.67	103516
400481	ALLISON, MACKENZIE, LTD	06/18/2021	Regular	0.00	5,460.00	103517
403795	ALPINE LOCK INC	06/18/2021	Regular	0.00	5,747.60	103518
100135	ALSCO INC	06/18/2021	Regular	0.00	416.88	103519
404394	American Tower Investments LLC	06/18/2021	Regular	0.00	457.86	103520
403651	ARC HEALTH AND WELLNESS	06/18/2021	Regular	0.00	105.00	103521
405786	B & B Collision Incorporated	06/18/2021	Regular	0.00	3,879.86	103522
404780	Backdraft OpCo LLC	06/18/2021	Regular	0.00	793.20	103523
403959	BENDER, DEBORAH	06/18/2021	Regular	0.00	97.00	103524
406408	Brady Industries of Nevada LLC	06/18/2021	Regular	0.00	99.00	103525
404634	BRANDON, RUSSELL D	06/18/2021	Regular	0.00	60.00	103526
405444	Brunson, Whitney	06/18/2021	Regular	0.00	75.91	103527
403671	BURRELL, SCOTT LEWIS	06/18/2021	Regular	0.00	510.25	103528
405759	C2M Media LLC	06/18/2021	Regular	0.00	575.00	103529
404057	CAMELOT PARTY RENTALS INC	06/18/2021	Regular	0.00	1,009.88	103530
99763	CANYON GENERAL IMPROVEMENT I	06/18/2021	Regular	0.00	60.23	103531
405831	Carson Now LLC	06/18/2021	Regular	0.00	200.00	103532
405669	Carson Tahoe Health	06/18/2021	Regular	0.00	65.00	103533
100560	CARSON TAHOE REGIONAL HEA	06/18/2021	Regular	0.00	2,177.66	103534
404216	CARSON VALLEY OIL CO INC	06/18/2021	Regular	0.00	9,147.11	103535
99720	CASELLE INC	06/18/2021	Regular	0.00	270.00	103536
406086	CFR Auto LLC	06/18/2021	Regular	0.00	340.90	103537
405235	CHARTWELL STAFFING SERV	06/18/2021	Regular	0.00	5,613.15	103538
405519	Cigna Health and Life Insurance Cor	06/18/2021	Regular	0.00	19,938.03	103539
405357	City of Carson	06/18/2021	Regular	0.00	605.23	103540
405134	CMC TIRE INC	06/18/2021	Regular	0.00	2,038.14	103541
403990	COMSTOCK CEMETERY FOUNDAT	06/18/2021	Regular	0.00	124.00	103542
99652	COMSTOCK CHRONICLE (VC)	06/18/2021	Regular	0.00	929.50	103543
404833	COMSTOCK FOUNDATION FOR	06/18/2021	Regular	0.00	72.00	103544
403887	COMSTOCK GOLD MILL LLC	06/18/2021	Regular	0.00	282.00	103545
404006	COMSTOCK MINING INC	06/18/2021	Regular	0.00	600.00	103546
406406	Comstock Propane	06/18/2021	Regular	0.00	1,876.00	103547
406372	Construction Materials Engineers, In	06/18/2021	Regular	0.00	320.00	103548
404466	DAIOHS USA INC	06/18/2021	Regular	0.00	77.85	103549
406010	Deitz Media & Marketing, LLC	06/18/2021	Regular	0.00	9,771.24	103550
100717	DELTA FIRE SYSTEMS INC	06/18/2021	Regular	0.00	150.00	103551
405405	Demuth, Katie	06/18/2021	Regular	0.00	485.20	103552
406163	Divide Fitness, Inc.	06/18/2021	Regular	0.00	250.00	103553
404124	DRIVELINE SERVICE INC REN	06/18/2021	Regular	0.00	735.49	103554
404547	ELLIOTT AUTO SUPPLY INC	06/18/2021	Regular	0.00	765.99	103555
403216	FARR WEST ENGINEERING	06/18/2021	Regular	0.00	13,542.75	103556
404509	FASTENAL COMPANY	06/18/2021	Regular	0.00	924.25	103557
403975	FERRELLGAS LP	06/18/2021	Regular	0.00	1,552.44	103558
405264	FIDELITY SEC LIFE INS CO	06/18/2021	Regular	0.00	244.85	103559
402959	FLAG STORE OF NEV INC-THE	06/18/2021	Regular	0.00	315.00	103560
405969	Fleetpride, INC	06/18/2021	Regular	0.00	1,110.46	103561
103417	GCO CARPET OUTLET	06/18/2021	Regular	0.00	1,074.60	103562
406370	GD Services, LLC	06/18/2021	Regular	0.00	503.95	103563
405784	Greene, Jeanne	06/18/2021	Regular	0.00	3,970.00	103564
404778	HAT, LTD	06/18/2021	Regular	0.00	1,685.10	103565
100826	HISTORIC FOURTH WARD SCHOOL F	06/18/2021	Regular	0.00	278.00	103566
405360	Huntington, Elizabeth L.	06/18/2021	Regular	0.00	144.00	103567
406409	Infinisource Inc.	06/18/2021	Regular	0.00	993.60	103568

Check Register

Packet: APPKT03106-2021-06-18 AP Payments cw

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
100978	INTERSTATE OIL CO	06/18/2021	Regular	0.00	812.20	103569
100885	IRON MOUNTAIN INFO MGT IN	06/18/2021	Regular	0.00	753.28	103570
403834	IT1 SOURCE LLC	06/18/2021	Regular	0.00	1,874.25	103571
406405	Ixom Watercare, Inc	06/18/2021	Regular	0.00	8,835.00	103572
403692	JAMSAB REALTY CORP	06/18/2021	Regular	0.00	28,995.00	103573
103317	JBP LLC	06/18/2021	Regular	0.00	1,793.53	103574
405799	Johnson Law Practic	06/18/2021	Regular	0.00	700.00	103575
405263	KANSAS CITY LIFE INS CO	06/18/2021	Regular	0.00	1,131.56	103576
101040	L N CURTIS & SONS	06/18/2021	Regular	0.00	211.52	103577
405517	Lakes Crossing Center-State of Neva	06/18/2021	Regular	0.00	170.00	103578
406092	Lemons Grundy & Eisenberg	06/18/2021	Regular	0.00	2,996.00	103579
101030	LIFE-ASSIST INC	06/18/2021	Regular	0.00	1,161.94	103580
404102	LIQUID BLUE EVENTS LLC	06/18/2021	Regular	0.00	2,300.00	103581
405548	Lumos & Associates, Inc	06/18/2021	Regular	0.00	18,470.00	103582
405077	MACKAY MANSION	06/18/2021	Regular	0.00	456.00	103583
404275	MALONE, MOLLY MYRA	06/18/2021	Regular	0.00	600.00	103584
404786	Manyose, Mandy J	06/18/2021	Regular	0.00	4,609.20	103585
405307	McKechnie, Marla J.	06/18/2021	Regular	0.00	1,964.00	103586
100471	MOUND HOUSE TRUE VALUE	06/18/2021	Regular	0.00	143.79	103587
403317	NEV DEPT PUBLIC SAFETY	06/18/2021	Regular	0.00	764.75	103588
101335	NEV DEPT TAXATION	06/18/2021	Regular	0.00	140.01	103589
405928	Nevada Association of County Huma	06/18/2021	Regular	0.00	100.00	103590
103277	NORTHERN NEV FIRE CHIEFS	06/18/2021	Regular	0.00	250.00	103591
103404	NORTHERN NEVADA DEVE AUTH	06/18/2021	Regular	0.00	5,000.00	103592
403547	Nutrian Ag Solutions, Inc	06/18/2021	Regular	0.00	92.00	103593
402926	OFFSITE DATA DEPOT, LLC	06/18/2021	Regular	0.00	304.18	103594
103220	ON THE SIDE GRAPHICS & SIGNS, LL	06/18/2021	Regular	0.00	217.00	103595
405127	O'REILLY AUTO ENTERPRISES LLC	06/18/2021	Regular	0.00	1,076.47	103596
404556	OUTFRONT MEDIA LLC	06/18/2021	Regular	0.00	667.45	103597
406093	Pacific Publishing Company	06/18/2021	Regular	0.00	75.00	103598
403895	PETRINI, ANGELO D	06/18/2021	Regular	0.00	245.00	103599
405256	PIPER'S OPERA HOUSE	06/18/2021	Regular	0.00	72.00	103600
101434	PITNEY BOWES INC	06/18/2021	Regular	0.00	136.00	103601
404849	PRAXAIR DISTRIBUTION INC	06/18/2021	Regular	0.00	212.61	103602
403329	PROTECTION DEVICES INC	06/18/2021	Regular	0.00	1,422.03	103603
103221	PUBLIC EMPLY RETIREMENT RETIRE	06/18/2021	Regular	0.00	1,885.53	103604
103306	PURCHASE POWER	06/18/2021	Regular	0.00	1,905.00	103605
404797	PYROGUYS, INC	06/18/2021	Regular	0.00	7,500.00	103606
404398	RAD STRATEGIES INC	06/18/2021	Regular	0.00	2,050.00	103607
406380	Raw, Emily	06/18/2021	Regular	0.00	250.00	103608
402937	RAY MORGAN CO INC (CA)	06/18/2021	Regular	0.00	88.76	103609
404863	REFUSE, INC	06/18/2021	Regular	0.00	311.91	103610
101520	RENO PAINT MART	06/18/2021	Regular	0.00	548.86	103611
103063	RESERVE ACCOUNT	06/18/2021	Regular	0.00	150.00	103612
99656	SALVO, BILL	06/18/2021	Regular	0.00	600.00	103613
103241	SBC GLOBAL SERVICES IN LD	06/18/2021	Regular	0.00	58.75	103614
406410	Serpa, Gary D.	06/18/2021	Regular	0.00	500.00	103615
405081	SHERMARK DISTRIBUTORS INC	06/18/2021	Regular	0.00	147.00	103616
404187	SHOAF, BRIAN ALLEN	06/18/2021	Regular	0.00	30.50	103617
102462	SIERRA ENVIRONMENTAL MONITOR	06/18/2021	Regular	0.00	644.00	103618
404750	SIERRA NEVADA CONTST, INC	06/18/2021	Regular	0.00	786,092.95	103619
404195	SOUTHERN GLAZERS WINE & S	06/18/2021	Regular	0.00	3,373.60	103620
403234	SPALLONE, DOMINIC J III	06/18/2021	Regular	0.00	588.06	103621
101717	ST CO SCHOOL DISTRICT	06/18/2021	Regular	0.00	150.00	103622
101717	ST CO SCHOOL DISTRICT	06/18/2021	Regular	0.00	550.00	103623
102441	ST CO SHERIFF	06/18/2021	Regular	0.00	351.75	103624
101745	ST CO WATER SYSTEM	06/18/2021	Regular	0.00	465.68	103625
405475	Staples Contract & Commercial, Inc	06/18/2021	Regular	0.00	277.62	103626
405425	Storey County Sheriff	06/18/2021	Regular	0.00	175.00	103627
405303	Summit Partners LLC	06/18/2021	Regular	0.00	3,186.17	103628
403892	SUN PEAK ENTERPRISES	06/18/2021	Regular	0.00	2,302.00	103629

Check Register

Packet: APPKT03106-2021-06-18 AP Payments cw

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
103089	SUNRIDGE SYSTEMS INC	06/18/2021	Regular	0.00	16,000.00	103630
404675	SUPERIOR POOL PRODUCTS	06/18/2021	Regular	0.00	92.74	103631
405124	TERRY, SHIRLEY	06/18/2021	Regular	0.00	1,630.00	103632
405185	THATCHER COMPANY	06/18/2021	Regular	0.00	227.09	103633
404615	THE ANTOS AGENCY	06/18/2021	Regular	0.00	3,736.92	103634
405212	THE PAPE GROUP INC.	06/18/2021	Regular	0.00	1,905.75	103635
404030	TJUSSELING, DICK G	06/18/2021	Regular	0.00	1,200.00	103636
403728	UNITED SITE SERVICES OF NEVADA	06/18/2021	Regular	0.00	1,494.68	103637
101845	US POSTOFFICE (VC)	06/18/2021	Regular	0.00	250.00	103638
101845	US POSTOFFICE (VC)	06/18/2021	Regular	0.00	92.00	103639
101845	US POSTOFFICE (VC)	06/18/2021	Regular	0.00	92.00	103640
101845	US POSTOFFICE (VC)	06/18/2021	Regular	0.00	92.00	103641
405735	VC Tours LLC	06/18/2021	Regular	0.00	959.00	103642
403983	VCTC	06/18/2021	Regular	0.00	100.00	103643
403983	VCTC	06/18/2021	Regular	0.00	120.00	103644
403894	VIRGINIA & TRUCKEE RR CO, INC.	06/18/2021	Regular	0.00	2,538.00	103645
402820	WALKER & ASSOCIATES	06/18/2021	Regular	0.00	4,000.00	103646
103080	WATERS SEPTIC TANK SV DBA	06/18/2021	Regular	0.00	1,480.00	103647
103237	WESTERN ENVIRONMENTAL LAB	06/18/2021	Regular	0.00	52.00	103648
101920	WESTERN NEVADA SUPPLY CO	06/18/2021	Regular	0.00	466.50	103649
404481	WESTERN SURETY COMPANY	06/18/2021	Regular	0.00	100.00	103650
405919	Williams Scotsman, Inc	06/18/2021	Regular	0.00	754.12	103651
404295	WELLS ONE COMMERCIAL CARD	06/18/2021	Bank Draft	0.00	17,877.84	DFT0000807

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	231	137	0.00	1,043,418.25
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	23	1	0.00	17,877.84
EFT's	0	0	0.00	0.00
	254	138	0.00	1,061,296.09

Approved by the Storey County Board of Commissioners:

Chairman

Commissioner

Commissioner

Comptroller

Date

Treasurer

Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	6/2021	1,061,296.09
			1,061,296.09



Check Register

Packet: APPKT03113 - 2021/06/25 PERS 715


By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
405456	Public Employees Retirement	06/25/2021	EFT	0.00	46,386.51	10200

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	46,386.51
	2	1	0.00	46,386.51

Approved by the Storey County Board of Commissioners:

Chairman	Commissioner	Commissioner
		6-25-21
Comptroller		Date
Treasurer		Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	6/2021	46,386.51
			<u>46,386.51</u>



Check Register

Packet: APPKT03111 - 2021-06-25 PR Payment LS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
405456	Public Employees Retirement	06/25/2021	EFT	0.00	88,589.25	10197
404869	SCSO EMPLOYEES ASSOCIATIO	06/25/2021	EFT	0.00	612.00	10198
404639	VOYA RETIREMENT INS	06/25/2021	EFT	0.00	10,625.00	10199
300003	AFLAC	06/25/2021	Regular	0.00	1,206.67	103652
300008	AFSCME Union	06/25/2021	Regular	0.00	578.51	103653
405610	California State Disbursement Unit	06/25/2021	Regular	0.00	36.94	103654
405519	Cigna Health and Life Insurance Com	06/25/2021	Regular	0.00	6,495.76	103655
300001	Colonial Life & Accident	06/25/2021	Regular	0.00	103.38	103656
404704	DVM INSURANCE AGENCY	06/25/2021	Regular	0.00	86.43	103657
405264	FIDELITY SEC LIFE INS CO	06/25/2021	Regular	0.00	53.80	103658
405263	KANSAS CITY LIFE INS CO	06/25/2021	Regular	0.00	387.25	103659
300011	Nevada State Treasurer	06/25/2021	Regular	0.00	4.00	103660
103233	PUBLIC EMPLOY RETIREMENT SYSTEM	06/25/2021	Regular	0.00	434.66	103661
300010	State Collection & Disbursement Un	06/25/2021	Regular	0.00	213.43	103662
300006	Storey Co Fire Fighters Assoc	06/25/2021	Regular	0.00	1,400.00	103663
300005	Washington National Ins	06/25/2021	Regular	0.00	950.47	103664

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	20	13	0.00	11,951.30
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	6	3	0.00	99,826.25
	26	16	0.00	111,777.55

Approved by the Storey County Board of Commissioners:

Chairman

Commissioner

Commissioner


Comptroller


Date

Treasurer

Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	6/2021	111,777.55
			<u>111,777.55</u>



Payroll Check Register

Report Summary

Pay Period: 6/7/2021-6/20/2021

Packet: PRPKT01087 - 2021-06-25 Payroll LS

Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	4	2,627.91
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	171	349,617.65
Total	175	352,245.56

Approved by the Storey County Board of Commissioners:

Chairman

Commissioner

Commissioner



Comptroller

6-25-21

Date

Treasurer

Date



Vendor History Report


By Vendor Name

Posting Date Range 06/25/2021 - 06/25/2021

Payment Date Range 06/25/2021 - 06/25/2021

Payable Number	Description	Units	Price	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description				Amount	Account Number		Account Name	Dist Amount					
Vendor Set: 01 - Storey County Vendors													
405424 - Optum Bank, Member FDIC													
INV0014600	HSA Contributions			6/25/2021		DFT0000811	6/25/2021	11,939.66	0.00	0.00	0.00	11,939.66	11,939.66
HSA Contributions	0.00	0.00	11,814.66	001-29506-000		Insurances		11,814.66	0.00	0.00	0.00	11,814.66	11,814.66
					020-29506-000		Rds-Ins		8,278.66				
					090-29506-000		Wtr-Ins		720.00				
					130-29506-000		Swr-Ins		235.40				
					230-29506-000		VCTC-Ins		106.60				
					231-29506-000		Pipers-Ins		443.75				
					250-29506-000		Fire-Ins		121.25				
									1,909.00				
INV0014601	HSA Contributions			6/25/2021		DFT0000812	6/25/2021	125.00	0.00	0.00	0.00	125.00	125.00
HSA Contributions	0.00	0.00	125.00	001-29506-000		Insurances			125.00				
Vendors: (1) Total 01 - Storey County Vendors:								11,939.66	0.00	0.00	0.00	11,939.66	11,939.66
Vendors: (1) Report Total:								11,939.66	0.00	0.00	0.00	11,939.66	11,939.66

Approved by the Storey County Board of Commissioners:

Chairman	Commissioner	Commissioner
		6-25-21
Comptroller		Date
Treasurer		Date



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

Meeting date: 7/6/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 1 minute

Agenda Item Type: Consent Agenda

- **Title:** Consideration and possible approval of Unsecured Tax Bill correction for Fulcrum Biofuels Saddle Ct.
- **Recommended motion:** Approve as part of the consent agenda
- **Prepared by:** Jana Seddon- Assessor

Department: **Contact Number:** 7758470961

- **Staff Summary:** Correction to Tax Bill due to incorrect reporting on their declaration.
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

Jana Seddon

STOREY COUNTY ASSESSOR

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

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

June 28, 2021

Memo to: Storey County Commissioners


Re: **Unsecured Tax Bill Correction**
Fulcrum Sierra Biofuels Saddle Ct.

The following correction needs to be made to Unsecured account # CM001451 for the 2020-21 tax year. The account was over-assessed due to incorrect reporting of equipment. This account should be adjusted per NRS 361.768. The

2020-21	Original	Amended	Adjustment
Personal Property Acquisition Cost	-	-	-
Personal Property Assessed Value	14,621,163	7,767,039	6,854,124
Improvements Assessed Value	-	-	-
Abatement (in Assessed Value)	3,687,508	3,883,520	(196,012)
2020-21 Unsecured Tax Bill Amt	\$ 378,381.00	\$ 134,396.94	\$ 243,984.06

Please approve this correction, and advise the Treasurer and/or Assessor to make the change and issue an amended bill or refund as necessary.

Thank You,


Jana Seddon
Assessor

Storey County Assessor's Office

- ☒ Dashboard
- ☒ Names
- ☒ Site Address
- ☒ URL
- ☒ User Defined 1
- ☒ User Defined 2
- ☒ PDF Images
- ☒ Tax Payments
- ☒ Delinquent Case
- ☒ Tax Bill
- ☒ Notes

Unsecured

Notice Date: 06/28/2021 04/30/2021 - 1 of 1

Print Tax Bill

Storey County Treasurer
 Drawer D
 Virginia City, NV 89440
 treasurer@storeycounty.org
 (775) 847-0969
 www.storeycounty.org

Storey County
UNSECURED PROPERTY TAXES FOR FISCAL YEAR
(2020 - 2021)
TAXES FROM JULY 1, 2020 THRU JUNE 30, 2021



PROPERTY LOCATION / DESCRIPTION			
ACCOUNT NO	OWNER/LOCATION	DISTRICT	DATE
CM001451	FULCRUM SIERRA BIOFUELS, LLC 350 SADDLE CT	052	06/28/202

FULCRUM SIERRA BIOFUELS, LLC
 4900 HOPYARD RD, SUITE 220
 PLEASANTON, CA 94588

MAKE REMITTANCE PAYABLE TO
 Storey County Treasurer
 Drawer D
 Virginia City, NV 89440

ASSESSED VALUATION		DISTRIBUTION OF TAX AMOUNTS		
DESCRIPTION	VALUE	TAXING ENTITY	RATE	AMOUNT
Personal Property	14,621.163	GENERAL	1.7719	193,733.42
Your Total Tax Abatement amount		SCHOOL OPER	0.7500	82,082.41
is -127,613.59		SCHOOL DEBT	0.1447	15,821.01
Account Type: COMMERCIAL PROP		CAPITAL ACQUIS	0.0500	5,466.83
Parcel #: 004-111-37		STATE	0.1700	18,587.22
		IND MEDICAL	0.0100	1,093.36
		IND ACCIDENT	0.0150	1,640.05
		FIRE DISTRICT	0.5446	59,544.58
		YOUTH SERVICE	0.0045	492.02
		TRI-COUNTY RAILROAD		
		V.C. CONV & VISITORS AUTH		
TOTAL ASSESSED VALUE	14,621.163	Ad Valorem Totals	3.4637	378,381.00
PLEASE NOTE Payment received later than 10 days after due date will be subject to a 10% penalty. Please print your Account Number on your check. Please advise the Treasurer's office of any name or address changes. PLEASE MAKE REMITTANCE PAYABLE TO: Storey County Treasurer Drawer D Virginia City, NV 89440				

2021 2020 - 2021 CM001451

Refresh Report Find

- Dashboard
- Names
- Site Address
- E-File
- Fast Asset Entry
- Fast Asset Maint.
- Images
- URL
- Sketch
- Personal Exemptions
- PDF Images
- User Defined 2
- User Defined 1
- BOE information
- Notes
- Tax Cap Abatement
- Assessment

ACCOUNT DETAIL

Tax District 052 - Outside CTWCD ☐ Audit?

Acct Type COMMERCIAL PROP

Parcel No 004-111-37 ☐ Secured?

Status Completed ☒ Active?

Neighborhood

NAICS Code

Business Type COMMERCIAL UNSECURED

Filing Type

☐ Online Filing ☐ Incorrect Return?

Return Date 02/26/2021 ☐ Ext. Date 01/31/2021

Contract Term 00/00/0000 ☐ 00/00/0000

ACCOUNT NAMES

Account Name	Type
FULCRUM SIERRA BIOFUELS, LLC	OWNER
4900 HOPYARD RD, SUITE 220	
PLEASANTON, CA 94588	

SITE ADDRESS

Site Address List
350 SADDLE CT

NOTES

Assessor Notes

Last Modified By TWHITTEN on 05/11/2020

For 2019-20 abatement #2 not applied to billing, correction requested for 5/19/2020 BOCC meeting, original bill amt \$196,265.81 amend to \$133,424.38 - TLW

ASSESSMENT

Type	Taxable	Assessed	New
Land	0	0	0
Improvement	0	0	0
Pers Prop	22,191,543	7,767,039	520,888
Exempt	0	0	0
Pers Ex	0	0	0
Totals	22,191,543	7,767,039	520,888

PRIOR YEAR GROSS ASSESSED VALUE OVERRIDE

Value	Last Changed By
7,710,827.00	COMPUTER on 11/10/2019

Note 1 of 2

PROPERTY LIST

Find Property ☐ Show Deleted Assets?

Cat. Code	Description	Type	Life Cycle	Tax District	Tax. Value	Acq. Year	Ass. Value	New?	Abatement	Exempt
EQP	SHREDDING EQUIPMENT	BUSINESS PER	Y15	052 - Outside CTWCD	2,784,130	2018	974,445	No	50%	No
EQP	SEPARATION EQUIPMENT	BUSINESS PER	Y15	052 - Outside CTWCD	7,746,338	2018	2,711,218	No	50%	No
EQP	BALING EQUIPMENT	BUSINESS PER	Y15	052 - Outside CTWCD	1,981,420	2018	693,497	No	50%	No
EQP	MATERIAL HANDLING EQUIPM	BUSINESS PER	Y15	052 - Outside CTWCD	4,808,840	2018	1,583,894	No	50%	No
EQP	STRUCTURAL SUPPORTS & PI	BUSINESS PER	Y15	052 - Outside CTWCD	1,934,420	2018	677,047	No	50%	No
EQP	PROCESS CONTROL SYSTEM	BUSINESS PER	Y15	052 - Outside CTWCD	983,289	2018	344,151	No	50%	No
EQP	TIPPING TRAILER	BUSINESS PER	Y15	052 - Outside CTWCD	358,055	2018	125,323	No	50%	No
EQP	SCALE	BUSINESS PER	Y15	052 - Outside CTWCD	73,592	2018	25,757	No	50%	No
Totals 11 entries					22,191,543		7,767,039			



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 7/6/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 1 minute

Agenda Item Type: Consent Agenda

- **Title:** Consideration and possible approval of Unsecured Tax Bill correction for Fulcrum Sierra Biofuels 3600-1.
- **Recommended motion:** Approve as part of the consent agenda.
- **Prepared by:** Jana Seddon- Assessor

Department:

Contact Number: 7758470961

- **Staff Summary:** Correction of abatements not given for equipment purchased outside of contract dates, but delivered within contract dates. See attached documents
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

- **Board Action:**

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

Jana Seddon

STOREY COUNTY ASSESSOR

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

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

June 28, 2021

Memo to: Storey County Commissioners


Re: **Unsecured Tax Bill Correction**
Fulcrum Sierra Biofuels

The following correction needs to be made to Unsecured account # CM000176 for the 2020-21 tax year. The account was over-assessed due to abatements on items purchased outside of the contracted dates. GOED has now stated that if equipment is delivered to the project within the contract dates the abatement applies. This account should be adjusted per NRS 361.768. The

2020-21	Original	Amended	Adjustment
Personal Property Acquisition Cost	-	-	-
Personal Property Assessed Value	44,407,599	44,407,599	-
Improvements Assessed Value	-	-	-
Abatement (in Assessed Value)	16,972,462	22,203,800	(5,231,338)
2020-21 Unsecured Tax Bill Amt	\$ 949,447.79	\$ 768,406.87	\$ 181,040.91

Please approve this correction, and advise the Treasurer and/or Assessor to make the change and issue an amended bill or refund as necessary.

Thank You,



Jana Seddon
Assessor

Storey County Assessor's Office

- [Dashboard](#)
- [Names](#)
- [Site Address](#)
- [URL](#)
- [User Defined 1](#)
- [User Defined 2](#)
- [PDF Images](#)
- [Tax Payments](#)
- [Delinquent Case](#)
- [Tax Bill](#)
- [Notes](#)

Unsecured

Notice Date: 06/28/2021 04/30/2021 - 1 of 1

Print Tax Bill

Storey County Treasurer
 Drawer D
 Virginia City, NV 89440
 treasurer@storeycounty.org
 (775) 847-0969
 www.storeycounty.org

Storey County
UNSECURED PROPERTY TAXES FOR FISCAL YEAR
(2020 - 2021)
TAXES FROM JULY 1, 2020 THRU JUNE 30, 2021



PROPERTY LOCATION / DESCRIPTION			
ACCOUNT NO	OWNER/LOCATION	DISTRICT	DATE
CM000176	FULCRUM SIERRA BIOFUELS, LLC 3600 PERU DR SPARKS NV 89437	122	06/28/2021

FULCRUM SIERRA BIOFUELS, LLC
 4900 HOPYARD RD, SUITE 220
 PLEASANTON, CA 94588

MAKE REMITTANCE PAYABLE TO:
 Storey County Treasurer
 Drawer D
 Virginia City, NV 89440

ASSESSED VALUATION		DISTRIBUTION OF TAX AMOUNTS		
DESCRIPTION	VALUE	TAXING ENTITY	RATE	AMOUNT
Personal Property	44,407,599	GENERAL	1.7719	486,123.28
		SCHOOL OPER	0.7500	205,783.56
Your Total Tax Abatement amount		SCHOOL DEBT	0.1447	39,696.65
is -587,365.85		CAPITAL ACQUIS	0.0500	13,717.57
Account Type: COMMERCIAL PROP		STATE	0.1780	46,639.74
Parcel #: 905-071-49		IND MEDICAL	0.0100	2,743.51
		IND ACCIDENT	0.0150	4,115.27
		FIRE DISTRICT	0.5446	149,411.77
		YOUTH SERVICE	0.0045	1,234.58
		CTWCD		
		INDUSTRIAL GD		
		TRI-COUNTY RAILWAY		
		V.C. CONV & VISITORS AUTH		
		Ad Valorem Totals	3.4607	949,447.93
TOTAL ASSESSED VALUE	44,407,599			
PLEASE NOTE Payment received later than 10 days after due date will be subject to a 10% penalty. Please print your Account Number on your check. Please advise the Treasurer's office of any name or address changes. PLEASE MAKE REMITTANCE PAYABLE TO: Storey County Treasurer Drawer D Virginia City, NV 89440				



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

Meeting date: 7/6/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 1 minute

Agenda Item Type: Consent Agenda

- **Title:** Consideration and possible approval of Unsecured Tax Bill Corrections for Valeo North America as part of the Tesla project
- **Recommended motion:** Approve as part of the consent agenda
- **Prepared by:** Jana Seddon - Assessor

Department: **Contact Number:** 7758470961

- **Staff Summary:** Valeo North America, Inc is part of the Tesla project and should be 100% abated. See attached documents
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

Jana Seddon

Storey County Assessor

Storey County Courthouse
26 South B Street
P.O. Box 494
Virginia City, NV 89440

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

June 28, 2021

Memo to: Storey County Commissioners

Re: **Unsecured Tax Bill Correction**

The following correction needs to be made to Unsecured account # CM000820 for the 2020-21 tax year. The account was over-assessed due to incorrect calculation in system, and it should be adjusted per NRS 361.768. The assets being adjusted off should have been deleted for this tax year.

2020-21	Original	Amended	Adjustment
Personal Property Acquisition Cost	-	-	-
Personal Property Assessed Value	59,968	52,670	7,298
Improvements Assessed Value	-	-	-
Abatement (in Assessed Value)	-	-	-
2020-21 Unsecured Tax Bill Amt	\$ 2,075.31	\$ 1,822.75	\$ 252.56

Please approve this correction, and advise the Treasurer and/or Assessor to make the change and issue an amended bill or refund as necessary.

Thank You,

Jana Seddon
Assessor
Storey County Assessor's Office

Dashboard

Unsecured

Notice Date: 06/28/2021 04/27/2021 - 1 of 1

Print Tax Bill

Names

Site Address

URL

User Defined 1

User Defined 2

PDF Images

Tax Payments

Delinquent Case

Tax Bill

Notes

Storey County Treasurer

Drawer D

Virginia City, NV 89440

treasurer@storeycounty.org

(775) 847-0969

www.storeycounty.org

Storey County

UNSECURED PROPERTY TAXES FOR FISCAL YEAR

(2020 - 2021)

TAXES FROM JULY 1, 2020 THRU JUNE 30, 2021



PROPERTY LOCATION / DESCRIPTION			
ACCOUNT NO	OWNER/LOCATION	DISTRICT	DATE
CM001739	VALEO NORTH AMERICA, INC	123	06/28/2021

VALEO NORTH AMERICA, INC
150 STEPHENSON HWY
TROY, MI 48063

MAKE REMITTANCE PAYABLE TO:

Storey County Treasurer
Drawer D

Virginia City, NV 89440

ASSESSED VALUATION		DISTRIBUTION OF TAX AMOUNTS		
DESCRIPTION	VALUE	TAXING ENTITY	RATE	AMOUNT
Personal Property	4,574,334	GENERAL	1.7719	25,032.04
		SCHOOL OPER	0.7500	10,595.43
Your Total Tax Abatement amount		SCHOOL DEBT	0.1447	2,044.21
is -109,413.87		CAPITAL ACQUIS	0.0500	706.36
Account Type: COMMERCIAL PROP		STATE	0.1700	2,401.62
Parcel #: 000-000-00		IND MEDICAL	0.0100	141.27
		IND ACCIDENT	0.0150	211.91
		FIRE DISTRICT	0.5446	7,693.69
		YOUTH SERVICE	0.0045	63.58
		CTWCO		
		INDUSTRIAL GD		
		TRN-COUNTY RAILWAY		
		V C CONV & VISITORS AUTH		
		Ad Valorem Totals	3.4607	48,390.11
TOTAL ASSESSED VALUE	4,574,334			
PLEASE NOTE				
Payment received later than 10 days after due date will be subject to a 10% penalty. Please print your Account Number on your check.				
Please advise the Treasurer's office of any name or address changes.				
PLEASE MAKE REMITTANCE PAYABLE TO:				
Storey County Treasurer				
Drawer D				
Virginia City, NV 89440				



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 7/6/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 1 minute

Agenda Item Type: Consent Agenda

- **Title:** Consideration and possible approval of Unsecured Bill Correction for Wells Fargo.
- **Recommended motion:** Approve as part of the consent agenda.
- **Prepared by:** Jana Seddon- Assessor

Department:

Contact Number: 7758470961

- **Staff Summary:** Correction to account due to assessed value of deleted items not calculating correctly in system.
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

Jana Seddon
STOREY COUNTY ASSESSOR

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

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

June 28, 2021

Memo to: Storey County Commissioners

Re: **Unsecured Tax Bill Correction**

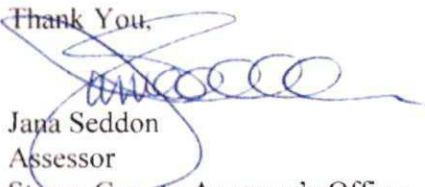
Wells Fargo Vendor Fin.

The following correction needs to be made to Unsecured account # CM000820 for the 2020-21 tax year. The account was over-assessed due to incorrect calculation in system, and it should be adjusted per NRS 361.768. The assets being adjusted off should have been deleted for this tax year.

2020-21	Original	Amended	Adjustment
Personal Property Acquisition Cost	-	-	-
Personal Property Assessed Value	59,968	52,670	7,298
Improvements Assessed Value	-	-	-
Abatement (in Assessed Value)	-	-	-
2020-21 Unsecured Tax Bill Amt	\$ 2,075.31	\$ 1,822.75	\$ 252.56

Please approve this correction, and advise the Treasurer and/or Assessor to make the change and issue an amended bill or refund as necessary.

Thank You,


Jana Seddon
Assessor
Storey County Assessor's Office

2021 (2020 - 2021) CM000820

Refresh Report Find Add

- ☒ Dashboard
- ☒ Names
- ☒ Site Address
- ☒ E-File
- ☒ Fast Asset Entry
- ☒ Fast Asset Maint
- ☒ Images
- ☒ URL
- ☐ Sketch
- ☒ Personal Exemptions
- ☒ PDF Images
- ☒ User Defined 2
- ☒ User Defined 1
- ☒ BOE Information
- ☒ Notes
- ☒ Tax Cap Abatement
- ☒ Assessment

ACCOUNT DETAIL

Tax District 122 - Industrial ☐ Audit?

Acct Type COMMERCIAL PROP ☐

Parcel No 000-000-00 ☐ Secured?

Status Completed ☒ Active?

Neighborhood

NAICS Code 525990 - Other Financial Vehicles

Business Type LEASING COMPANY

Filing Type

☒ Online Filing ☐ Incorrect Return?

Return Date 07/29/2020 Ext Date 00/00/0000

Contract Term 00/00/0000 - 00/00/0000

ACCOUNT NAMES

Account Name	Type
WELLS FARGO VENDOR FINANCIAL	OWNER
PROPERTY TAX COMPLIANCE PO BOX 35715	
BILLINGS MT 59107	

SITE ADDRESS

Site Address List

LEASED EQUIPMENT - VARIOUS LOCATIONS

NOTES

Assessor Notes

Last Modified By DEVNET/IC on 07/12/2019

add chg per letter 4/1/13

ASSESSMENT

Type	Taxable	Assessed	New
Land	0	0	0
Improvement	0	0	0
Pers Prop	150,485	52,670	6,886
Exempt	0	0	0
Pers Ex	0	0	0
Totals	150,485	52,670	6,886

PRIOR YEAR GROSS ASSESSED VALUE OVERRIDE

Value	Last Changed By
118,534.00	DEVNET/IC 07/18/2021

Note 1 of 1

PROPERTY LIST

Find Property ☐ Show Deleted Assets?

Cat. Code	Description	Type	Life Cycle	Tax District	Tax. Value	Acq. Year	Ass. Value	New?	Abatement	Exempt
OCM	MPC5503 - COLOR COPIER	BUSINESS PER	Y05	122 - Industrial	1,959	2016	686	No		No
OCM	MPC6004 - COLOR COPIER	BUSINESS PER	Y05	122 - Industrial	2,345	2017	821	No		No
OCM	MPC3503 - COLOR COPIER	BUSINESS PER	Y05	122 - Industrial	684	2014	239	No		No
OCM	MPC2504EX - COLOR COPIER	BUSINESS PER	Y05	122 - Industrial	1,276	2017	447	No		No
OCM	MPC306SPF - COLOR COPIER	BUSINESS PER	Y05	122 - Industrial	417	2016	146	No		No
OCM	MPC5503 - COLOR COPIER	BUSINESS PER	Y05	122 - Industrial	1,959	2016	686	No		No
OCM	MP301SPF - DIGITAL/MULTI	BUSINESS PER	Y05	122 - Industrial	333	2016	117	No		No
OCM	MPC6003 - COLOR COPIER	BUSINESS PER	Y05	122 - Industrial	4,184	2016	1,464	No		No
Totals 30 entries					150,485		52,670			

2021 (2020 - 2021) CM000820

Refresh

Dashboard

Names

Site Address

URL

User Defined 1

User Defined 2

PDF Images

Tax Payments

Delinquent Case

Tax Bill

Notes

Unsecured

Notice Date: 06/27/2021 03/23/2021 - 2 of 2

Print Tax Bill

Storey County Treasurer

Drawer D

Virginia City, NV 89440

treasurer@storeycounty.org

(775) 847-0959

www.storeycounty.org

Storey County

UNSECURED PROPERTY TAXES FOR FISCAL YEAR

(2020 - 2021)

TAXES FROM JULY 1, 2020 THRU JUNE 30, 2021



PROPERTY LOCATION / DESCRIPTION

ACCOUNT NO	OWNER/LOCATION	DISTRICT	DATE
CM000820	WELLS FARGO VENDOR FINANCIAL SERVICES LLC	122	06/27/2021
	LEASED EQUIPMENT - VARIOUS LOCATIONS		

WELLS FARGO VENDOR FINANCIAL SERVICES LLC

PROPERTY TAX COMPLIANCE

PO BOX 35715

BILLINGS, MT 59107

MAKE REMITTANCE PAYABLE TO

Storey County Treasurer

Drawer D

Virginia City, NV 89440

ASSESSED VALUATION

DISTRIBUTION OF TAX AMOUNTS

DESCRIPTION	VALUE	TAXING ENTITY	RATE	AMOUNT
Personal Property	59,968	GENERAL	1.7719	1,062.57
		SCHOOL OPER	0.7500	449.77
Account Type: COMMERCIAL PROP		SCHOOL DEBT	0.1447	86.77
Parcel # 100-000-00		CAPITAL ACQUIS	0.0500	29.98
		STATE	0.1700	101.95
		IND MEDICAL	0.0100	6.00
		IND ACCIDENT	0.0150	8.99
		FIRE DISTRICT	0.5446	326.54
		YOUTH SERVICE	0.0045	2.70
		CTWCO		
		INDUSTRIAL GID		
		TRICOUNTY RAIL/RAI		
		V/C CONV & VISITORS AUTH		
		Ad Valorem Totals	2.4667	2,075.33
TOTAL ASSESSED VALUE	59,968			
PLEASE NOTE				
Payment received later than 10 days after due date will be subject to a 10% penalty. Please print your Account Number on your check.				
Please advise the Treasurer's office of any name or address changes.				
PLEASE MAKE REMITTANCE PAYABLE TO:				
Storey County Treasurer				
Drawer D				
Virginia City, NV 89440				
		TOTAL AMOUNT DUE		2,288.84

OWNER: WELLS FARGO VENDOR FINANCIAL SERVICES LLC

OWNER: WELLS FARGO VENDOR FINANCIAL SERVICES LLC

Assessed
Value
52,670
9/8
\$1,822.75



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 7/6/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 1 minute

Agenda Item Type: Consent Agenda

- **Title:** Consideration and possible approval of Unsecured Tax Bill Correction due to incorrect reporting.
- **Recommended motion:** Approve as part of the consent agenda.
- **Prepared by:** Jana Seddon - Assessor

Department: **Contact Number:** 7758470961

- **Staff Summary:** Out of County/State contractor reported incorrectly. Reported equipment that is in Texas
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

Jana Seddon

STOREY COUNTY ASSESSOR

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

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

June 28, 2021

Memo to: Storey County Commissioners

Re: **Unsecured Tax Bill Correction**

Nexius Solutions

The following correction needs to be made to Unsecured account # CM000096 for the 2020-21 tax year. The account was over-assessed due incorrect reporting. This company is an Out of State company that sends workers to work on cell towers. The company did not understand what they were reporting and reported all their company assets which are located in Texas. This account should be adjusted per NRS 361.768.

2020-21	Original	Amended	Adjustment
Personal Property Acquisition Cost	-	-	-
Personal Property Assessed Value	2,579,785	-	2,579,785
Improvements Assessed Value	-	-	-
Abatement (in Assessed Value)	-	-	-
2020-21 Unsecured Tax Bill Amt	\$ 89,278.62	\$ -	\$ 89,278.62

Please approve this correction, and advise the Treasurer and/or Assessor to make the change and issue an amended bill or refund as necessary.

Thank You,


Jana Seddon

Assessor

Storey County Assessor's Office

- ☒ Dashboard
- ☒ Names
- ☒ Site Address
- ☒ URL
- ☒ User Defined 1
- ☒ User Defined 2
- ☒ PDF Images
- ☒ Tax Payments
- ☒ Delinquent Case
- ☒ Tax Bill
- ☒ Notes

Unsecured

Notice Date: 06/28/2021 05/06/2021 - 1 of 2

Print Tax Bill

Storey County Treasurer
 Drawer D
 Virginia City, NV 89440
 treasurer@storeycounty.org
 (775) 847-0969
 www.storeycounty.org

Storey County
UNSECURED PROPERTY TAXES FOR FISCAL YEAR
(2020 - 2021)
TAXES FROM JULY 1, 2020 THRU JUNE 30, 2021



PROPERTY LOCATION / DESCRIPTION			
ACCOUNT NO	OWNER/LOCATION	DISTRICT	DATE
CM000096	NEXIUS SOLUTIONS INC	051	06/28/2021

CORRECTED

NEXIUS SOLUTIONS INC
 2595 DALLAS PARKWAY STE 300
 FRISCO, TX 75034

MAKE REMITTANCE PAYABLE TO:
 Storey County Treasurer
 Drawer D
 Virginia City, NV 89440

ASSESSED VALUATION		DISTRIBUTION OF TAX AMOUNTS		
DESCRIPTION	VALUE	TAXING ENTITY	RATE	AMOUNT
Personal Property:	2,579,785	GENERAL	1.7719	45,711.21
		SCHOOL OPER	0.7500	19,348.39
Account Type: COMMERCIAL PROP		SCHOOL DEBT	0.1447	3,732.95
Parcel #:		CAPITAL ACQUIS	0.0500	1,289.89
		STATE	0.1700	4,385.63
		IND MEDICAL	0.0100	257.98
		IND ACCIDENT	0.0150	386.97
		FIRE DISTRICT	0.5446	14,049.51
		YOUTH SERVICE	0.0045	116.09
		TRI-COUNTY RAILROAD	0.0000	0.00
		V.C. CONV & VISITORS AUTH	0.0000	0.00
TOTAL ASSESSED VALUE	2,579,785	Ad Valorem Totals	3.4607	89,278.62
PLEASE NOTE Payment received later than 10 days after due date will be subject to a 10% penalty. Please print your Account Number on your check. Please advise the Treasurer's office of any name or address changes. PLEASE MAKE REMITTANCE PAYABLE TO: Storey County Treasurer Drawer D Virginia City, NV 89440				



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 7/6/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 1 minute

Agenda Item Type: Consent Agenda

- **Title:** Consideration and possible approval of Unsecured Bill Correction due to incorrect reporting.
- **Recommended motion:** Approve as part of the consent agenda.
- **Prepared by:** Jana Seddon - Assessor

Department: **Contact Number:** 7758470961

- **Staff Summary:** New Company did not understand the reporting requirements and reported all of their company assets that were located in Texas
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

Jana Seddon

STOREY COUNTY ASSESSOR

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

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

June 28, 2021

Memo to: Storey County Commissioners

Re: **Unsecured Tax Bill Correction**

Velex, Inc.

The following correction needs to be made to Unsecured account # CM000097 for the 2020-21 tax year. The account was over-assessed due incorrect reporting. This company is an Out of State company that sends workers to work on cell towers. The company did not understand what they were reporting and reported all their company assets which are located in Texas. This account should be adjusted per NRS 361.768.

2020-21	Original	Amended	Adjustment
Personal Property Acquisition Cost	-	-	-
Personal Property Assessed Value	1,540,209	-	1,540,209
Improvements Assessed Value			-
Abatement (in Assessed Value)	-	-	-
2020-21 Unsecured Tax Bill Amt	\$ 53,302.01	\$ -	\$ 53,302.01

Please approve this correction, and advise the Treasurer and/or Assessor to make the change and issue an amended bill or refund as necessary.

Thank You,


Jana Seddon

Assessor

Storey County Assessor's Office

- Dashboard
- Names
- Site Address
- URL
- User Defined 1
- User Defined 2
- PDF Images
- Tax Payments
- Delinquent Case
- Tax Bill
- Notes

Unsecured

Notice Date: 06/28/2021 05/05/2021 - 1 of 2

Print Tax Bill

Storey County Treasurer
 Drawer D
 Virginia City, NV 89440
 treasurer@storeycounty.org
 (775) 847-0969
 www.storeycounty.org

Storey County
UNSECURED PROPERTY TAXES FOR FISCAL YEAR
(2020 - 2021)
TAXES FROM JULY 1, 2020 THRU JUNE 30, 2021



PROPERTY LOCATION / DESCRIPTION			
ACCOUNT NO.	OWNER/LOCATION	DISTRICT	DATE
CM000097	VELEX INC	051	06/28/2021

CORRECTED

VELEX INC
 2595 DALLAS PARKWAY STE 300
 FRISCO, TX 75034

MAKE REMITTANCE PAYABLE TO:
 Storey County Treasurer
 Drawer D
 Virginia City, NV 89440

ASSESSED VALUATION		DISTRIBUTION OF TAX AMOUNTS		
DESCRIPTION	VALUE	TAXING ENTITY	RATE	AMOUNT
Personal Property:	1,540,209	GENERAL	1.7719	27,290.96
		SCHOOL OPER	0.7500	11,551.57
Account Type: COMMERCIAL PROP		SCHOOL DEBT	0.1447	2,228.68
Parcel #		CAPITAL ACQUIS	0.0500	770.10
		STATE	0.1700	2,618.36
		IND MEDICAL	0.0100	154.02
		IND ACCIDENT	0.0150	231.03
		FIRE DISTRICT	0.5446	8,387.98
		YOUTH SERVICE	0.0045	69.31
		TRI-COUNTY RAILWAY	0.0000	0.00
		V C CONV & VISITORS AUTH	0.0000	0.00
TOTAL ASSESSED VALUE	1,540,209	Ad Valorem Totals	3.4607	53,302.01
PLEASE NOTE Payment received later than 10 days after due date will be subject to a 10% penalty. Please print your Account Number on your check. Please advise the Treasurer's office of any name or address changes. PLEASE MAKE REMITTANCE PAYABLE TO: Storey County Treasurer Drawer D Virginia City, NV 89440				



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

**Meeting date: 7/6/2021 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 0-5

Agenda Item Type: Consent Agenda

- **Title:** Consideration and possible action, approval of business license first readings:
- A. Atypical Consulting and Events – Out of County / 18124 Wedge Pkwy. #156 ~ Reno, NV
- B. Big Bear Springs – General / 162 S. C St. ~ Virginia City, NV
- C. Dad's Family Automotive LLC – General / 351 N. C St. ~ Virginia City, NV
- D. EC Construction, LLC – Contractor / 105 E. Parr Blvd. ~ Reno, NV
- E. Gomez Roofing LLC – Contractor / 14 Grosh Ave. ~ Dayton, NV
- F. Refined Technologies, Inc. – Out of County / 480 Wildwood Forest Dr. Ste. 400 ~ Spring, TX
- G. Tahoe Rim Realty – General / 915 C St. ~ Virginia City, NV
- H. The Biggest Little Vape Shop – General / 440 USA Pkwy. Ste. 104 ~ Sparks, NV
- I. The Boldt Company – Contractor / 2525 N. Roemer Rd. ~ Appleton WI
- **Recommended motion:** None required (if approved as part of the Consent Agenda) I move to approve all first readings (if removed from Consent Agenda by request)
- **Prepared by:** Ashley Mead

Department: **Contact Number:** 7758470966

- **Staff Summary:** First readings of submitted business license applications are normally approved on the Consent Agenda. The applications are then submitted at the next Commissioner's Meeting for approval.
- **Supporting Materials:** See attached
- **Fiscal Impact:** None
- **Legal review required:** False
- **Reviewed by:**

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

6 III

Storey County Community Development



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

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

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

June 28, 2021
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **July 6, 2021**

COMMISSIONERS Consent Agenda:

FIRST READINGS:

- A. Atypical Consulting and Events** – Out of County / 18124 Wedge Pkwy. #156 ~ Reno, NV
- B. Big Bear Springs** – General / 162 S. C St. ~ Virginia City, NV
- C. Dad's Family Automotive LLC** – General / 351 N. C St. ~ Virginia City, NV
- D. EC Construction, LLC** – Contractor / 105 E. Parr Blvd. ~ Reno, NV
- E. Gomez Roofing LLC** – Contractor / 14 Grosh Ave. ~ Dayton, NV
- F. Refined Technologies, Inc.** – Out of County / 480 Wildwood Forest Dr. Ste. 400 ~ Spring, TX
- G. Tahoe Rim Realty** – General / 915 C St. ~ Virginia City, NV
- H. The Biggest Little Vape Shop** – General / 440 USA Pkwy. Ste. 104 ~ Sparks, NV
- I. The Boldt Company** – Contractor / 2525 N. Roemer Rd. ~ Appleton WI

Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 7/6/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval for the County Manager to sign a proposal from Sierra Controls in the amount of \$94,170.00 to replace the failing and obsolete PLC's (Brains) on the water filters at the Water Treatment Plant.
- **Recommended motion:** I (Commissioner) make a motion to approve the County Manager to sign a proposal from Sierra Controls in the amount of \$94,170.00 to replace the failing and obsolete PLC's (Brains) for the water filters at the Water Treatment Plant.
- **Prepared by:** Jason Wierzbicki

Department:

Contact Number: 17752299920

- **Staff Summary:** This proposal is to replace the failing PLC's (Brains) at the water treatment plant. These PLC,s were installed when the plant was built in 1997. They are currently obsolete and there are not any replacement parts. 1 PLC has failed so we are operating on 2 out of 3 filters. Each filter has their own PLC along with a master PLC as the main controller. Sierra Controls are proposing to build a new PLC replacing our 4 with one master PLC in the main control panel with remote I/O modules in each existing filtration unit control panel. By going this route we will save about \$21,021 by only having one PLC with remote I/O modules.
- **Supporting Materials:** See attached
- **Fiscal Impact:** yes
- **Legal review required:** False
- **Reviewed by:**

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

- **Board Action:**

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

Jason Wierzbicki

From: Andrew Ward <andreww@sierracontrols.com>
Sent: Monday, June 21, 2021 11:37 AM
To: Jason Wierzbicki; John DuFresne
Cc: Danny Hunsaker; Mark Crossett
Subject: Virginia City WTP Upgrade Savings

Hi Jason,

Per our phone discussion, please see the items below that we did to save the county funds on upgrading these units:

Currently, each Filtration unit has it's own dedicated PLC. Instead of updating each PLC we redesigned the network to run with one master PLC which in turn controls remote input/output modules for each filtration unit. Currently each PLC requires its own power supply and UPS, with the new remote I/O module design each filtration unit control panel will be powered by the DC power supplies in the main panel, saving the county the cost of three UPS and Power supply unit upgrades as well.

1. PLC Savings: \$16,170
2. Power Component Savings: \$4,851
3. Total Material Savings: \$21,021

Please feel free to call me any time to discuss.

All the best,

Andrew

Andrew Ward, P.E.
Engineering Manager



**SIERRA
CONTROLS**

5470 Louie Lane, Suite 104
Reno, NV 89511
Office: (775) 236-3350
Direct: (775) 236-3352
Mobile: (208) 221-6811
Fax: (775) 657-6293
www.sierracontrols.com
andreww@sierracontrols.com



SIERRA CONTROLS, LLC

PROPOSAL

Sierra Controls, LLC
5470 Louie Lane Ste. 104
Reno, NV 89511
(775) 236-3350

Quote / Project #: 21-6605
Date : 6/21/2021
Project Mgr.: Andrew Ward
Estimator: Danny Hunsaker

To: Storey County
Attention: Jason Wierzbicki
Project: Virginia City WTP PLC Upgrade Project

Sierra Controls LLC (SC) is pleased to provide this proposal for Storey County in support of the Virginia City WTP PLC Upgrade Project.

The existing SLC5 PLC's (QTY:4) at the Virginia City WTP are obsolete, it is proposed that the SLC5 controllers be updated to Allen-Bradley CompactLogix Controllers. Currently each filtration unit is equipped with it's own PLC in addition to the main PLC that controls the three units. Sierra Controls recommends replacing the four PLC's with one master PLC in the main control panel and remote IO modules in each existing filtration unit control panel. This approach saves the county the cost of upgrading 3 of the 4 PLC's. As a result of this approach a single Operator Interface Terminal will replace the three existing OIT's and will be located on the main control panel.

Item #	Description	Quantity	Unit Price	Est. Tax	Line Total
Item 1	CompactLogix Upgrade - Materials Pricing Includes: Qty: 1 - CompactLogix Controller Qty: 2 - 240 Watt Redundant Power Supplies Qty: 1 - XLS Redundancy Power Module Qty: 4 - EthernetIP Adapters Qty: 6 - Analog Input Module - 8 Channel Qty: 4 - Analog Output Module - 4 Channel Qty: 8 - Digital Input Module - 8 Channel Qty: 7 - Digital Output Module - 8 Channel Required Miscellaneous Allen-Bradley Connection Terminal Kits Qty: 1 - ProSoft Ethernet IP / Modbus TCP Gateway Qty: 1 - Antaira 8 Port Gigabit Switch Qty: 1 - 15.6" Maple Systems Touchscreen Pricing also Includes: Miscellaneous Terminal Blocks, Cover Plates, etc.	1	\$ 35,510.00	\$ -	\$ 35,510.00
Item 2	Professional Services Pricing Includes: Project Management Engineering & Design PLC Programming OIT Programming HMI Development As Builts Drawings	1	\$ 35,080.00	\$ -	\$ 35,080.00



SIERRA CONTROLS

Item 3	Installation	1	\$	23,580.00	\$	-	\$	23,580.00
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Pricing Includes:

- 16 Man Days Onsite Labor
- 2 Days per Control Panel (4X - Main Panel, 3 Filtration Units)
- 2 Days Onsite Startup and Training (4X - Main Panel, 3 Filtration Units)

Pricing also Includes:

- Travel, Remote Engineering Support

	Price	Est. Tax	Total Price
Project Total:	\$ 94,170.00	\$ -	\$ 94,170.00

Notes & Disclaimers:

Power: Engineering Design of RTU based upon 120v power either existing or provided by others, U.N.O. All other power to be provided by others as required by project.

Conduit & Wire: All conduit, wire pulls and wire labeling to be provided and installed by others. Existing wiring to be in good working order or be replaced by others.

Existing Conditions: Proposal is based upon the presumption that all existing programs, hardware, and controls are complete and functional. Additional programming, hardware or adjustments required by SC to fix / modify existing programming or PCIS / SCADA SYSTEM outside of the scope of this agreement to be billed on a T&M basis.

Additional T&M Work: This proposal represents the complete scope of work to be performed by SC. Any additional requirements, specifications or construction details outside of this proposal are not included and will be billed on a T&M basis as mutually agreed upon by all parties.

Wage Rates: Pricing is based upon SC standard wage rates and does not include any provisions for any type of Prevailing Wage Requirements. Client to notify SC prior to the beginning of work if different or indemnify SC for any loss or penalties assessed if determined otherwise after the execution of this agreement.

Warranty: All equipment manufactured by SC to be under a Limited (1) Year Warranty based upon SC Standard Warranty Terms & Conditions beginning at the time of installation or delivery to client. (Whichever comes first) unless noted otherwise. Warranty is void where no Remote Access is provide or available. Additional Terms & Conditions apply. SC will provide complete warranty terms and conditions upon request. Extended warranties available upon request.

Delivery: Scheduled ARO
Terms: NET 30
FOB: RENO, NV

RESPECTFULLY SUBMITTED,
SIERRA CONTROLS, LLC

Danny Hunsaker, P.E. – General Manager

This quote is valid for 60 days.

To proceed with this order please sign below with an authorized signature and return.

Signed _____

PO Number _____

Date _____



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 7/6/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval to confirm expenditure of \$5,000 to Economic Development Authority of Western Nevada (EDAWN) to compile and prepare an inventory of commercial and industrial parcels in Storey County for the purposes of marketing, regional data sharing, planning, and economic development.
- **Recommended motion:** I [commissioner] approve confirmation of \$5,000 expenditure to Economic Development Authority of Western Nevada (EDAWN) to compile and prepare an inventory of commercial and industrial parcels in Storey County for the purposes of marketing, regional data sharing, planning, and economic development.
- **Prepared by:** Austin Osborne

Department:

Contact Number: 7758470968

- **Staff Summary:** EDAWN under contract with John Restrepo is inventorying and analyzing available commercial and industrial developable land in northern Nevada, including Storey County. The county's \$5,000 contribution will be added to contributions provided by Reno, Sparks, Washoe County, Fernley, and other I-80 corridor jurisdictions to fulfill the roughly \$85,000 needed to for the entire study. Storey County will also apply the data to its own new economic development website in 2021 to better market land and attract new companies.
- **Supporting Materials:** See attached
- **Fiscal Impact:** \$5,000 less \$3,000 in-kind
- **Legal review required:** TRUE
- **Reviewed by:**

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

6X

- **Board Action:**

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



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

Meeting date: 7/6/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** The Board will deliberate and may take action regarding approval of a settlement agreement with employee Mitchell Hammond.
- **Recommended motion:** None provided.
- **Prepared by:** Austin OSborne

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

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

_____ Department Head

Department Name: _____

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 7/6/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible action on Special Use Permit 2021-23 by applicant Citadel Solar, LLC. The applicant requests Special Use Permit 2021-23 to construct an approximate 4+ mile, 120 kilovolt transmission line from a proposed solar field to an eventual location within the Tahoe-Reno Industrial Center. The transmission lines will range between 50 and 120-feet in height, requiring a special use permit for the additional height. In accordance with Chapter 9 of the Storey County Master Plan, transmission lines under 200 kilovolt are required to follow the county special use permit process. The proposed transmission lines will be located within a portion of Sections 4, 5 and 9 of T18N, R22E and Sections 28, 29, 32 and 33 of T19N, R22E, Storey County, Nevada, APNs 004-201-05 & 06 and APN 004-154-27.
- **Recommended motion:** In accordance with the recommendation by staff and the Planning Commission, the Findings of Fact under Section 3.A of this report, and other findings deemed appropriate by the Board of County Commissioners, and in compliance with the conditions of approval, I (commissioner), move to approve Special Use Permit 2021-23 to construct an approximate 4+ mile, 120 kilovolt transmission line from a proposed solar field to an eventual location within the Tahoe-Reno Industrial Center. The transmission lines will range between 50 and 120-feet in height, requiring a special use permit for the additional height. In accordance with Chapter 9 of the Storey County Master Plan, transmission lines under 200 kilovolt are required to follow the county special use permit process. The proposed transmission lines will be located within a portion of Sections 4, 5 and 9 of T18N, R22E and Sections 28, 29, 32 and 33 of T19N, R22E, Storey County, Nevada, APNs 004-201-05 & 06 and APN 004-154-27.
- **Prepared by:** AGENDA_SUBMITTER

Department: **Contact Number:** 7758471144
- **Staff Summary:** See attached staff report.
- **Supporting Materials:** See attached
- **Fiscal Impact:** None
- **Legal review required:** False

- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

**Storey County
Planning Department**
Storey County Courthouse
26 South B Street, PO Box 190, Virginia City, Nevada 89440
Phone 775-847-1144 – Fax 775-847-0949
planning@storeycounty.org



To: Storey County Board of County Commissioners

From: Storey County Planning Department

Meeting Date: July 6, 2021

Meeting Location: Storey County Courthouse, 26 South "B" Street, Virginia City, Nevada and via Zoom

Staff Contact: Kathy Canfield

File: Special Use Permit File 2021-23

Applicant: Citadel Solar, LLC

Property Owners: NV Uplands, LLC, f/k/a Virginia Highlands, LLC (APN 004-201-05 & 06) and Solar Farms, LLC (APN 004-154-27)

Property Location: 700 TRW Way, located within a portion of Sections 4, 5 and 9 of T18N, R22E and Sections 28, 29, 32 and 33 of T19N, R22E, Storey County, Nevada, APNs 004-201-05 & 06 and APN 004-154-27.

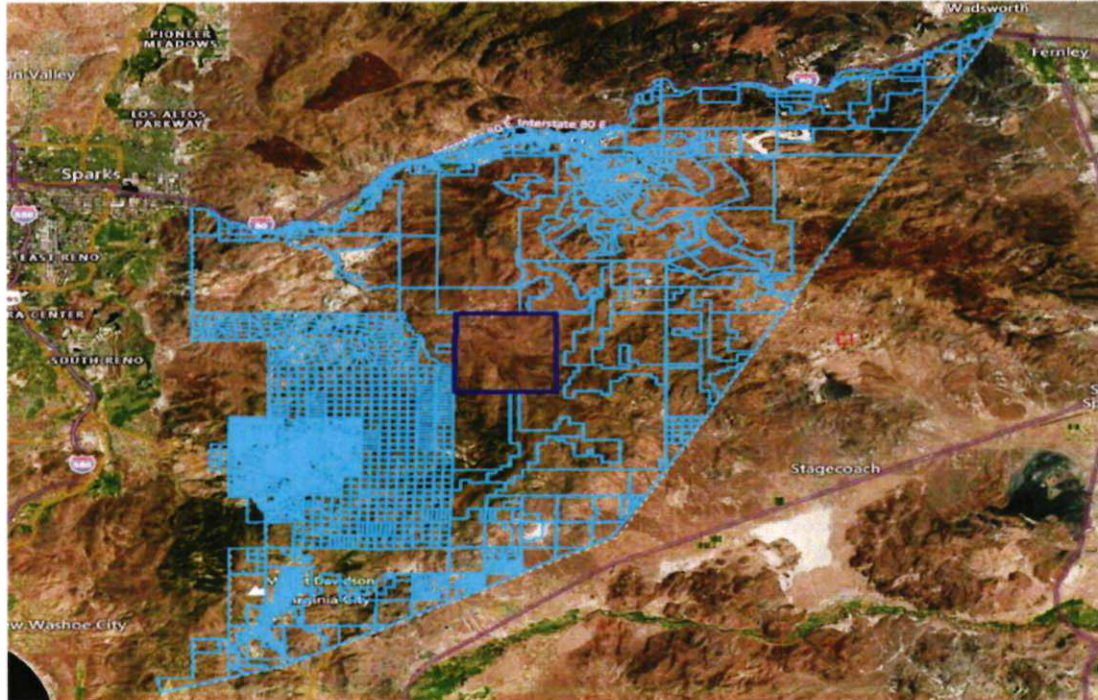
Request: The applicant requests Special Use Permit 2021-23 to construct an approximate 4+ mile, 120 kilovolt transmission line from a proposed solar field to an eventual location within the Tahoe-Reno Industrial Center. The transmission lines will range between 50 and 120-feet in height, requiring a special use permit for the additional height. In accordance with Chapter 9 of the Storey County Master Plan, transmission lines under 200 kilovolt are required to follow the county special use permit process. The proposed transmission lines will be located within a portion of Sections 4, 5 and 9 of T18N, R22E and Sections 28, 29, 32 and 33 of T19N, R22E, Storey County, Nevada, APNs 004-201-05 & 06 and APN 004-154-27.

Summary of Planning Commission Meeting: The Planning Commission heard this request at their June 17, 2021 meeting. A discussion of the project, and the related solar project, occurred. There were some questions related to access to the site, historical/prehistorical preservation and transmission corridors. The Planning

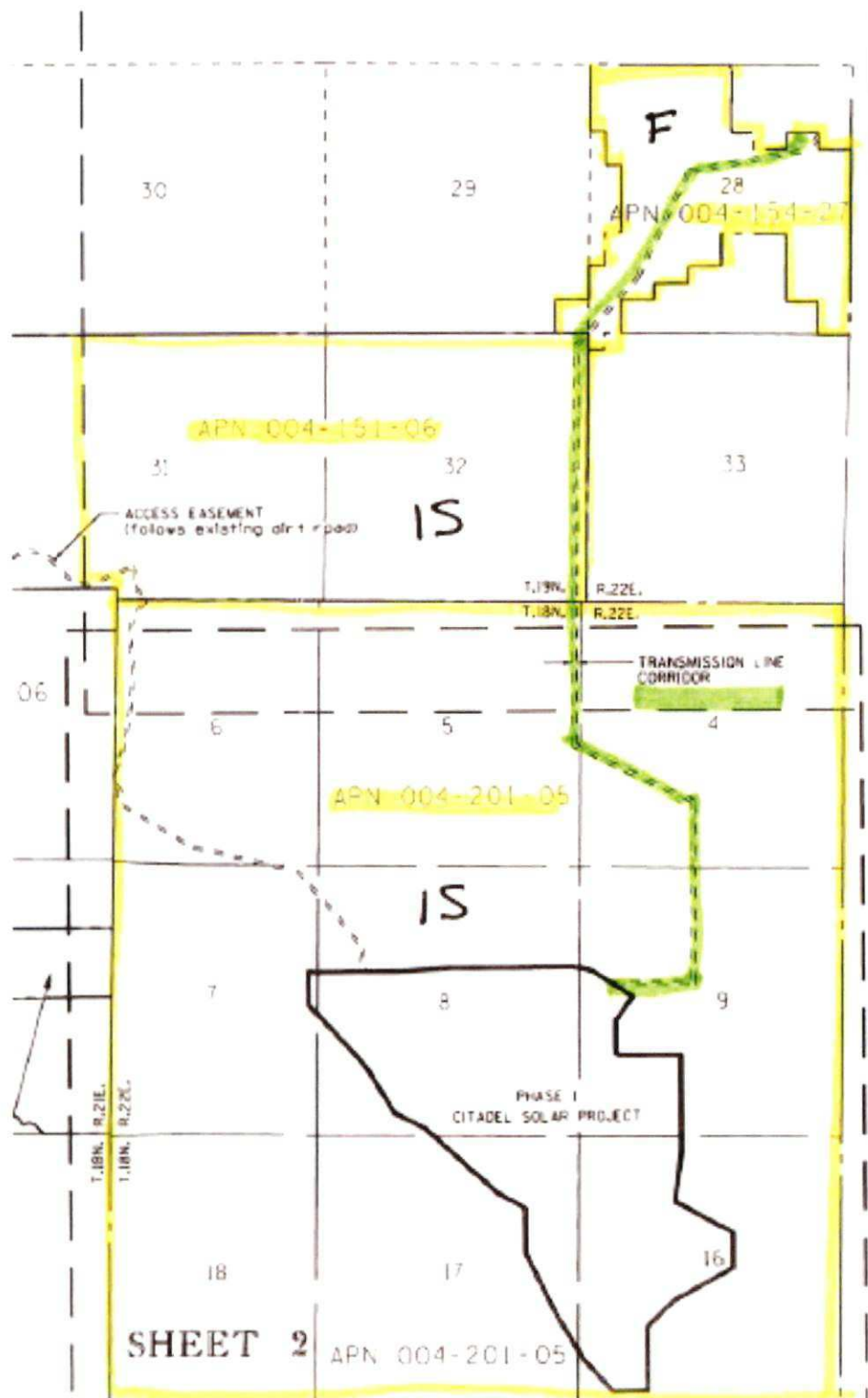
Commission voted 5-0 (2 absent) to recommend approval of the proposed project.

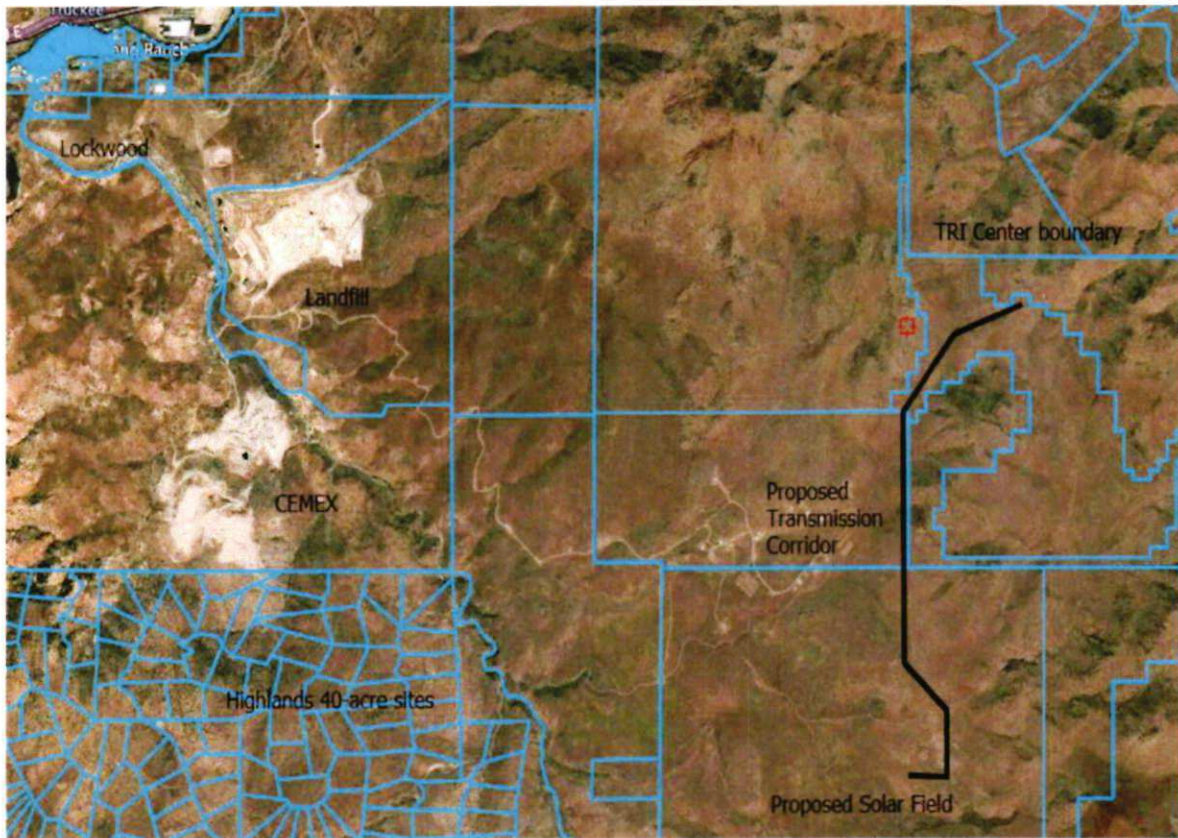
1. **Background & Analysis**

- A. **Background.** This application is associated with a proposed solar field to be located on land commonly known as Nevada Uplands. The solar field property is zoned IS - Special Industrial Zone and the solar field (which has a land use defined as commercial energy production) is an allowed use for the IS zoning district. This Special Use Permit is associated with the transmission lines that take the energy produced by the solar field to a private substation located with the Tahoe-Reno Industrial Center and the Special Use Permit addresses the additional height required for the transmission poles. The transmission lines are located on property zoned IS and are also located on an adjacent parcel zoned F - Forestry.
- B. **Site Location.** The transmission lines originate on APN 004-201-05, an approximate 5,323 acre parcel of land which will contain a solar field. The site is located in the center of the county in a mountainous area, with access to the site from Canyon Way in Lockwood then following dirt access roads. The transmission line corridor will be approximately 75-feet wide and will generally follow an existing dirt accessway. From the solar field property, the transmission line will head north and then northeast across APNs 004-151-06 and 004-154-27.



Vicinity map





Project Location



View looking southeast from access roadway outside of project area.

- C. **Proposed Project.** The proposed project consists of a 120 kilovolt transmission line corridor associated with a new solar field. The transmission lines will travel approximately 9 miles in total, however this request addresses approximately 4+ miles of the overall line. The transmission lines will originate at the solar field and eventually end at a private development within the Tahoe-Reno Industrial Center. The transmission corridor will be 75-feet in width and generally follow an existing access road. The transmission lines will range between 50 and 120-feet in height, depending on the topography (several pole heights are listed at 110+ feet, this staff report has proposed a height of 120 feet to provide some extra height allowance if conditions in the field warrant a bit of additional height once construction has commenced).

This Special Use Permit addresses the transmission corridor and the height of the transmission lines/support poles. The solar field is located on property zoned IS – Special Industrial zone, in which commercial energy production is an allowed use.

The applicant has submitted evidence of access easements to the proposed solar field and the transmission lines.

- D. **Transmission Corridors.** Chapter 9 of the Storey County Master Plan addresses above ground utility corridors. Nevada Revised Statute (NRS) defines an electric transmission line designed to operate at 200 kilovolts or higher and has requirements for Counties to follow for these types of uses, including that the corridor be designated on a county map, which was done in the Storey County Master Plan. As the proposed transmission line does not meet this criteria, the NRS statutes discussed in the Master Plan are not applicable. The Storey County Master Plan does go on to state that “Transmission lines under 200kV, or not recognized by the Nevada Office of Energy or the U.S. Bureau of Land Management, as applicable, are required to follow the county special use process in Storey County Code Title 17 Zoning. The applicant has submitted this application to follow the special use permit process. A copy of the applicable Master Plan section has been included as an Appendix to this staff report.

- E. **Potential Area Impacts.** Staff has reviewed the project proposal and has identified the following potential impacts associated with the transmission line corridor project:

- (1) **Temporary Construction:** During construction activities, there is the potential for noise, dust and additional traffic which is expected to last for the duration of the construction activities.
- **Noise:** Potential noise at the site would be associated with construction activities. Once constructed, the transmission lines will not generate noise. Noise at the property line shall be limited to 84 decibels (A weighted, SCC 8.04.020) and shall be subject to further reasonable limitations as determined by Storey County.
 - **Dust:** Dust from construction activities could also have a potential impact on surrounding areas. As a condition of the Special Use Permit approval, the applicant will be required to meet Nevada Division of Environmental Protection (NDEP) air quality standards. Fugitive airborne containments must be within NDEP guidelines at all times and shall be subject to further reasonable limitations as determined by

Storey County.

- Traffic: The applicant expects to utilize Canyon Way and private roadways during construction activities. Easements from private property owners to utilize private roadways have been obtained by the applicant. Except for the temporary addition of traffic associated with construction workers and delivery of materials, no impacts to public roadways are expected.

- (2) Closure/Abandonment: In the event that the transmission lines become decommissioned, Storey County shall reserve the right to deem the facility abandoned and mandate the facilities be removed within 180 days thereof at the Permit Holder's expense. The applicant shall reserve the right to appeal the decision of abandonment. The process for the appeal shall be as pursuant to Chapter 17.03 Administrative Provisions of the Storey County Code. Reclamation of the corridor to a condition reasonably existing prior to development shall be completed to the satisfaction of Storey County. Under no circumstances shall Storey County, its officers, and representatives bare any cost or responsibility for the removal of said facilities or reclamation of the site.

- F. Height. The transmission lines will be located within IS – Special Industrial and F - Forestry zoning districts. The IS zoning has no stated height limitations and F zoning has a limit of 35-feet, except as may be allowed by a special use permit.

According to the National Electric Safety code (NESC), high voltage and extra high voltage transmission lines are required to have adequate ground clearance based on voltage, elevation, and other factors for the safe and reliable transmission of electricity. The clear distance that the Project is designing for is 23 feet from the lowest transmission conductor to the ground. Based on the topography and span length, the structures heights may vary from approximately 50 feet to over 110 feet to maintain the minimum clearance. As an alternating current transmission line, these poles will have three conductor wire phases per circuit. For each phase to have adequate clearance to the other phases, they will be spaced 10 to 15 feet vertically on the transmission structures. Above the conductor phases, an optical ground wire (OPGW) will attach to the top of each pole with adequate NESC-required clearance to the energized conductors below. The OPGW will provide electrical grounding, lightning protection, and carries communication fibers to allow for remote operation of the electrical system.

The Federal Aviation Administration (FAA) requirements for transmission structures vary depending on their proximity to aviation facilities. The FAA may require that structures and wire in close proximity to an aviation flightpath or height in excess of 200 feet be marked, typically with marker balls, a warning light and/or painting the structures to make them more visible to aviation. Because of the project location, this is not expected to be needed, but the project will follow any requirements necessary to comply with FAA requirements.

2. Compatibility and Compliance

A. Compatibility with surrounding uses and zones.

The following table documents land uses, zoning classifications, and master plan designations for the land at and surrounding the proposed project.

	Existing Land Use	Master Plan Designation	Zoning
Transmission Corridor	Vacant, access roadway	Industrial & Transition from Resources to Industrial	IS & Forestry
Land to the East	vacant	Transition from Resources to Industrial	Forestry
Land to the South	Vacant, proposed solar field	Industrial & Transition from Resources to Industrial	IS & Forestry
Land to the West	Vacant, vacant industrial	Industrial & Transition from Resources to Industrial	IS, I3 & Forestry
Land to the North	vacant	Industrial & Transition from Resources to Industrial	I2 and Forestry

- B. **Compliance with Zoning.** The proposed transmission lines are accessory to a commercial energy production use in IS zoning and although transmission lines are not a stand-alone listed land use in the Forestry zoning, are identified as a permitted use subject to a special use permit in Chapter 9 of the Storey County Master Plan.

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

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

The proposed transmission lines will be an accessory use to a proposed commercial energy production (solar field) site. Chapter 9 of the Storey County Master Plan identifies the transmission lines to follow the special use permit process. Additional height for the transmission line poles is also requested and follows the special use permit process. The transmission line location and additional height are consistent with the requirements of the IS and F zoning, along with Chapter 17.12 General Provisions of the Zoning Ordinance.

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

The proposed transmission lines will be located on private property either controlled by the applicant or within an easement on private property. The transmission lines will generally follow an existing dirt access road. The transmission lines and the additional height are not expected to impact adjacent properties.

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

The proposed transmission lines are located within a remote area of Storey County with minimal existing development. The transmission lines not located on land controlled by the applicant will be located within easements negotiated with the property owner. The height of the transmission lines follows the topography of the site. Impacts to public health, safety and general welfare are not expected.

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

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

D. 2016 Storey County Master Plan. Chapter 3, General Countywide Land Use, Goal 8 of the Storey County Master Plan states: "Balance renewable energy systems with other uses." The three policies listed under this goal are:

1. By allowing small-scale domestic renewable energy systems, including solar and wind, when they are found to be scaled, placed, and designed as to not substantially detract from the existing character of each community.
2. By prohibiting commercial-scale renewable energy systems, including solar and wind, in and adjacent to residential areas.
3. By requiring planning commission and board review and action pertaining to all commercial-scale renewable energy systems."

Although in this case the commercial energy production facility is an allowed use in the IS zoning district, the accessory transmission lines require the special use permit process

as identified in Chapter 9, Public Services and Facilities. The Storey County Master Plan identifies the surrounding land uses to be Industrial and Transition from Resources to Industrial. The transmission lines are several miles across mountain terrain from residential zoned property (Virginia Ranges). This project will be reviewed by the planning commission and the board.

3. Findings of Fact

A. **Motion for approval.** The following Findings of Fact are evident with regards to the requested special use permit when the recommended conditions of approval in Section 4, Recommended Conditions of Approval, are applied.

- (1) This approval is for Special Use Permit 2021-23 to construct an approximate 4+ mile, 120 kilovolt transmission line from a proposed solar field to an eventual location within the Tahoe-Reno Industrial Center. The transmission lines will range between 50 and 120-feet in height, requiring a special use permit for the additional height. In accordance with Chapter 9 of the Storey County Master Plan, transmission lines under 200 kilovolt are required to follow the county special use permit process. The proposed transmission lines will be located within a portion of Sections 4, 5 and 9 of T18N, R22E and Sections 28, 29, 32 and 33 of T19N, R22E, Storey County, Nevada, APNs 004-201-05 & 06 and APN 004-154-27.
- (2) The Special Use Permit conforms to the 2016 Storey County Master Plan for the Industrial and Transition from Resources to Industrial designated area in which the subject property is located. A discussion supporting this finding for the Special Use Permit is provided in Section 2.D of this staff report and the contents thereof are cited in an approval of this Special Use Permit. The Special Use Permit complies with the general purpose, goals, objectives, and standards of the county master plan, the zoning ordinance and any other plan, program, map or ordinance adopted, or under consideration pursuant to the official notice by the county.
- (3) The proposal location, size, height, operations, and other significant features will be compatible with and will not cause substantial negative impact on adjacent land uses or will perform a function or provide a service that is essential to the surrounding land uses, community, and neighborhood.
- (4) The Special Use Permit will result in no substantial or undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, public improvements, public sites or right-of-way, or other matters affecting the public health, safety, and general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions and policies of the county master plan, this title, and any other plans, program, map or ordinance adopted or under consideration pursuant to an official notice, by the county, or other governmental agency having jurisdiction to guide growth and development.

- (5) The proposed use in the proposed area will be adequately served by and will impose no undue burden on any of the improvements, facilities, utilities, or services provided by the county or other governmental agency having jurisdiction in the county.
- (6) The Special Use Permit, with the recommended conditions of approval, complies with the requirements of Chapters 17.03.150 – Special Use Permit, 17.12 – General Provisions, 17.32 F – Forestry and 17.38 IS– Special Industrial Zone.

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

- (1) This denial is for Special Use Permit 2021-23 to construct an approximate 4+ mile, 120 kilovolt transmission line from a proposed solar field to an eventual location within the Tahoe-Reno Industrial Center. The transmission lines will range between 50 and 120-feet in height, requiring a special use permit for the additional height. In accordance with Chapter 9 of the Storey County Master Plan, transmission lines under 200 kilovolt are required to follow the county special use permit process. The proposed transmission lines will be located within a portion of Sections 4, 5 and 9 of T18N, R22E and Sections 28, 29, 32 and 33 of T19N, R22E, Storey County, Nevada, APNs 004-201-05 & 06 and APN 004-154-27.
- (2) The conditions under the Special Use Permit conflict with the minimum requirements/findings in the Storey County Zoning Ordinance Sections 17.03.150-Special Use Permit, 17.12–General Provisions, 17.32 F – Forestry and 17.38 IS– Special Industrial Zone.
- (3) The conditions under the Special Use Permit do not adequately mitigate potential adverse impacts on surrounding uses or protect against potential safety hazards for surrounding use.

4. **Recommended Conditions of Approval**

- A. **Special Use Permit.** This approval is for Special Use Permit 2021-23 to construct an approximate 4+ mile, 120 kilovolt transmission line from a proposed solar field to an eventual location within the Tahoe-Reno Industrial Center. The transmission lines will range between 50 and 120-feet in height, requiring a special use permit for the additional height. In accordance with Chapter 9 of the Storey County Master Plan, transmission lines under 200 kilovolt are required to follow the county special use permit process. The proposed transmission lines will be located within a portion of Sections 4, 5 and 9 of T18N, R22E and Sections 28, 29, 32 and 33 of T19N, R22E, Storey County, Nevada, APNs 004-201-05 & 06 and APN 004-154-27.
- B. **Requirements.** The Permit Holder shall apply for all required permits and licenses, including business license, for the project within twenty-four (24) months from the date of final approval of SUP No. 2021-23, and continuously maintain the validity of the

permits/licenses, or this approval shall be null and void. This SUP shall remain valid as long as the Permit Holder remains in compliance with the terms of this SUP and Storey County, Nevada State, and federal regulations.

- C. **Transfer of Rights.** This special use permit, subject to its terms and conditions, may be transferred by the special use permit holder, its successors, heirs, or assigns. The subject property owner may lease the subject land; however, the subject property owner and special use permit holder are ultimately responsible for ensuring compliance with the special use permit requirements. Any and all transfers of Special Use Permit No. 2021-23 shall be advised in writing to Storey County Planning Department 90 days prior to assignee taking over operations. The new operators must sign and accept all stipulations and requirements of the special use permit. No gap in surety bond/guarantee or the closure plan may occur (see conditions J and K) during the transfer of the special use permit.
- D. **Noise.** Noise generated by the project shall be consistent with Storey County Code 8.04 Noise Limitations.
- E. **Airborne Containments.** All work performed subject to this SUP, will be compliant with all Nevada Division of Environmental Protection (NDEP) air quality standards. Fugitive airborne containments must be within NDEP guidelines at all times and shall be subject to further reasonable limitations as determined by Storey County.
- F. **State/Federal Taxes.** Whenever Nevada law requires the payment of a sales and/or use tax, all materials and equipment purchased or rented for this project shall when feasible be received in Storey County and the value reported as 'county-of-delivery' on the Nevada Dept. of Taxation form TXR-01.01 'Sales/Use Tax Return'. Proof of appropriate reporting is required prior to a 'Certificate of Occupancy' being issued.
- G. **Emergency Plan.** An emergency plan must be submitted to the Storey County Fire Protection District for review and approval prior to obtaining rights to develop the transmission corridor and pursuant to this special use permit. The permit holder and the subject property must be in compliance with the approved emergency plan. The plan must include:
- Basic company owner, site, and emergency contact information.
 - Plot plan including detailed sketch drawings of the premises, areas of activity including structures and other accessory uses.
 - Emergency contact procedure, including for Emergency 9-1-1 and Storey County Emergency Direct-Connect 775.847.0950 from cellular telephone; documenting and reporting procedures, and other items determined appropriate by the fire district. All personnel and clients on the property must be informed by the permit holder to dial Emergency Services Direct-Connect 775.847.0950 (in lieu of Emergency 9-11) from cellular telephones during times of emergencies.
 - Wildland fire prevention and suppression, including water storage and flows for wildland fire suppression and fire fuels management during construction activities.
 - Emergency vehicle access, circulation, and staging.

- Documenting and reporting of emergency situations.
- Documenting and reporting of Nevada Division of Environmental Protection and other environmental permits and notices.
- Noxious weed management.
- Environmental management and Best Management Practices (BMP).

H. Outdoor Lighting. Any proposed lighting shall comply with Chapter 8.02 ("Dark Skies") of the Storey County Code.

I. Abandonment/Restoration. In the event that the transmission lines, hereinafter "facility" becomes unused for a period of any three consecutive years or longer, Storey County reserves the right to deem the facility abandoned and decommissioned. The special use permit holder may appeal a determination of abandonment pursuant to the appeal procedure set forth in Storey County Code 17.03 Administrative Provisions. Upon a determination that the facility has been abandoned, the county may mandate that the facility, including support structures and transmission lines, be removed and reclaimed in accordance with the required closure plan approved by the county's director of planning, subject to review and approval of the county commission, within 180 days and at the special use permit holder's expense.

Under no circumstances shall Storey County, its officers, or representatives bare any cost or responsibility for the removal of equipment or reclamation of the subject property. If the special use permit holder does not reclaim the facility in accordance with this special use permit, and the county bears the decommissioning and reclamation costs, the county agrees to fully reimburse the special use permit holder funds received from the salvage value of the equipment that exceed the decommissioning/closure and reclamation costs.

J. Surety Bond/Guarantee. The required closure plan shall include an estimate of the cost for the removal of the equipment and complete reclamation of the facility as described in condition (I). The estimate must be made by a qualified licensed professional. The estimate will be subject to review and validation by an independent qualified licensed professional selected by the county's director of planning, with approval by the county manager, subject to review and approval by the county commission, at the special use permit holder's expense. Inasmuch as the special use permit holder intends to develop and decommission the facility in phases, the surety bond/guarantee estimate may include a breakdown of the cost of removing and reclaiming the facility for each phase.

The special use permit holder must provide to Storey County either: (1) a cash deposit; (2) a certified check made out to Storey County; (3) an irrevocable LC issued in favor of Storey County; or (4) a surety bond, herein collectively referred to "surety bond/guarantee" as covering the costs of reclamation and closure of the facility. In the event that the special use permit holder determines to cease operations under the special use permit for three or more years, the facility will be decommissioned and reclaimed in accordance with condition (I) and other applicable provisions of the special use permit.

In the event that the facility is decommissioned, the county may require receipt of documented certification, signed by an independent licensed professional, verifying that final removal of the equipment and reclamation of the facility has been completed in accordance with the submitted closure plan. The certification shall include all applicable documentation necessary for certification of closure. Before closure, the county reserves the right to retain the service of an independent licensed professional, at the expense of the special use permit holder, to verify that closure has been completed in accordance with the closure plan for the areas within the facility affected. In the event that closure has not been completed in accordance with the closure plan, the county shall send two notice(s) to the special use permit holder and the subject property owner. If the special use permit holder or property owner fails to fulfill the necessary obligations under this special use permit after the second notice is sent by the county, the county shall place a lien on the subject property in order to induce the special use permit holder and/or owner to complete the reclamation requirements in this special use permit. The lien shall remain on the property until the county receives the necessary documented certification.

- K. Liability Insurance/Indemnification.** The permit holder, as well as its assigns, heirs or successors, shall provide proof of insurance to Storey County and maintain a satisfactory liability insurance for all aspects of this operation under SUP # 2021-23 for a minimum amount of \$3,000,000.00 (three million dollars). The permit holder warrants that the future use of land will conform to the applicable requirements of the County of Storey, State of Nevada, and federal regulatory and legal requirements. The permit holder, its assigns, heirs or successors, agrees to hold Storey County, its officers, and representatives harmless from the costs associated with any environmental damage, environmental liability, and any/all other claims now existing or which may occur as a result of this SUP.
- L. Separate Permits Required.** This SUP shall not be construed to be a permit for design or construction. A separate Storey County plan review, fire safety review, and building permit will be required.
- M. Health, Safety and Welfare.** The applicant will not adversely affect the health, safety or general welfare of the citizens of the county.
- N. Noxious weed abatement.** The permit holder must submit to the Fire Protection District/Planning Department a plan to mitigate the proliferation of invasive weed. The plan must address the weed-seed management of imported hay and other seed-containing feed and how graded and disturbed surfaces will be managed to prevent the germination and proliferation of invasive weed species. The plan will apply to entire subject corridor and must conform to the applicable state or federal regulations, and the requirements imposed by this special use permit and the fire district. The permit holder must conform to the plan.
- O. Survey Monument Protection.** No survey monument may be moved or disturbed (as prohibited by federal or state law). To the extent practicable, all monument witness corners, reference monuments, bearing trees and line trees shall be protected against undue destruction, obliteration, or damage. If in the course of operations any survey

monument is destroyed, obliterated, or damaged, the Permit Holder shall immediately report the matter to the Planning Department. The notice shall describe the monument and its geo-coordinates before disturbance, how it was disturbed and to what extent, and the plan for immediate corrective action. The Permit Holder shall be financially responsible for the immediate and appropriate corrective action.

P. Best Management Practices. Nevada State Department of Environmental Protection (NDEP) Best Management Practices (BMPs) shall be implemented throughout the entire project, including the project site, ingress and egress points, and all access roads, in order to minimize associated impacts.

Q. Compliance. The permit holder shall be responsible for maintaining the premises in conformance with all conditions and stipulations set forth by SUP 2021-23 and all other Federal, Nevada State, and Storey County codes and regulations. Failure to comply with the requirements herein shall elicit a written warning to the permit holder by Storey County on the first and second offence. A third offense shall warrant Storey County to revoke the SUP. Storey County shall reserve the right to conduct an annual review of the permit holder's conformance with all conditions and stipulations of the SUP at cost to the owner/permit holder.

R. Federal Aviation Administration. The transmission lines/support features shall follow all applicable requirements of the Federal Aviation Administration.

5. Public Comment

As of June 8, 2021, Staff has not received any comments from the public.

6. Power of the Board

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

7. Proposed Motions

This section contains two motions from which to choose. The motion for approval is recommended by staff in accordance with the Findings of Fact under Section 3.A of this report. Those findings should be made part of the approval motion. A motion for denial may be made and that motion should cite one or more of the findings shown in Section 3.B. Other findings of fact determined appropriate by the Board of County Commissioners should be made part of either motion.

A. Recommended motion for approval

In accordance with the recommendation by staff and the Planning Commission, the Findings of Fact under Section 3.A of this report, and other findings deemed appropriate by the Board of County Commissioners, and in compliance with the conditions of

approval, I (*commissioner*), move to approve Special Use Permit 2021-23 to construct an approximate 4+ mile, 120 kilovolt transmission line from a proposed solar field to an eventual location within the Tahoe-Reno Industrial Center. The transmission lines will range between 50 and 120-feet in height, requiring a special use permit for the additional height. In accordance with Chapter 9 of the Storey County Master Plan, transmission lines under 200 kilovolt are required to follow the county special use permit process. The proposed transmission lines will be located within a portion of Sections 4, 5 and 9 of T18N, R22E and Sections 28, 29, 32 and 33 of T19N, R22E, Storey County, Nevada, APNs 004-201-05 & 06 and APN 004-154-27.

B. Alternative motion for denial

Against the recommendation by staff and the Planning Commission, but in accordance with the Findings of Fact under Section 3.B of this report, and other findings deemed appropriate by the Board of County Commissioners, I (*commissioner*), move to deny Special Use Permit 2021-23 to construct an approximate 4+ mile, 120 kilovolt transmission line from a proposed solar field to an eventual location within the Tahoe-Reno Industrial Center. The transmission lines will range between 50 and 120-feet in height, requiring a special use permit for the additional height. In accordance with Chapter 9 of the Storey County Master Plan, transmission lines under 200 kilovolt are required to follow the county special use permit process. The proposed transmission lines will be located within a portion of Sections 4, 5 and 9 of T18N, R22E and Sections 28, 29, 32 and 33 of T19N, R22E, Storey County, Nevada, APNs 004-201-05 & 06 and APN 004-154-27.

Appendix A
Chapter 9, Storey County Master Plan
Public Services and Facilities – Electric Utilities

CHAPTER 9

Public Services & Facilities

Residents and businesses in the county have asked county officials to study the costs, benefits, other factors determining the feasibility of building infrastructure throughout the county from which natural gas regulated by the Public Utilities Commission may be transmitted and distributed. A preliminary study conducted by the county in 2015 found that the cost of installing needed transmission to the Comstock may cause the price of the utility to exceed the current cost of truck-delivered private-vendor propane gas. However, the study was not exhaustive and it did not include the Highlands, Mark Twain, or other communities outside of the Comstock. The potential for future natural gas transmission and distribution, especially in the Mark Twain Estates which is located in close proximity to the Southwest Gas distribution system in Dayton, should be considered.

Electric utilities

Electric transmission and distribution systems

NV Energy is the sole electric utility provider in Storey County and much of Northern Nevada. The company provides electric service to much of northern Nevada (see Figure 9.1) and California from its Frank A. Tracy Generating Station complex at McCarran. This generating station produces up to 885 Megawatts of power – enough electricity to serve more than a half million households – and it uses multi-technology, clean-burning natural gas to run its power generators. Figure 8.2 illustrates existing above-ground electric utility transmission lines in Storey County.

Aboveground utility corridors

Nevada Revised Statute 278.0103 defines an “aboveground utility” as an electric transmission line which is designed to operate at 200 kilovolts or more and which has been approved for construction after October 1, 1991, by the state and federal government or a governing body.” Nevada Revised Statute 278.165 requires each county to adopt an above-ground utility plan that must: (a) provide a process for the designation of corridors for the construction of above-ground utility projects; (b) be consistent with plans prepared by the Nevada State Office of Energy; (c) ensure continuity of transmission corridors, are consistent with above-ground utility plans of adjacent jurisdictions; and (d) be consistent with the Bureau of Land Management’s resource management plan.

Storey County adopts, as part of this master plan, the maps on file with the Nevada State Office of Energy and the Bureau of Land Management depicting corridors for aboveground electric transmission lines as presently depicted and as may be amended. Figure 9.2-9 demonstrates both the Nevada Office of Energy and the U.S. Bureau of Land Management various recognized corridor, but those listed as over 200 kV will need to be verified through the Office of Energy, the U.S. Bureau of Land Management, and Storey County Planning Department. Transmission lines under 200kV, or not recognized by the Nevada Office

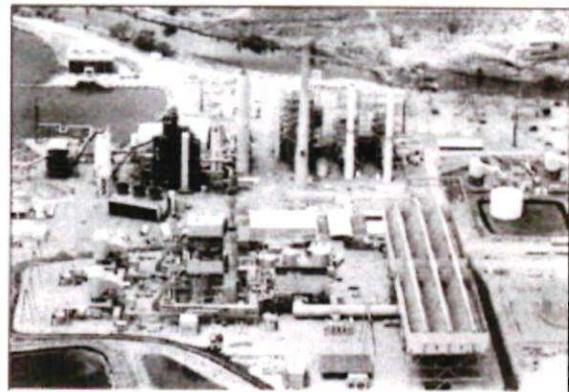


Figure 9.2-7: Frank A. Tracy Generating Station complex at McCarran, Storey County, Nevada. Source: NV Energy. 2016

of Energy or the U.S. Bureau of Land Management, as applicable, are required to follow the county special use permit process in Storey County Code Title 17 Zoning. The width of the corridor may vary across U.S. Bureau of Land Management districts or regional management plans so verification of the easement width may be required. As required by Nevada Revised Statute 278.160, and upon request from a developer of an aboveground utility project, amendments may be proposed to create, amend, or delete utility corridors as designated in this section.

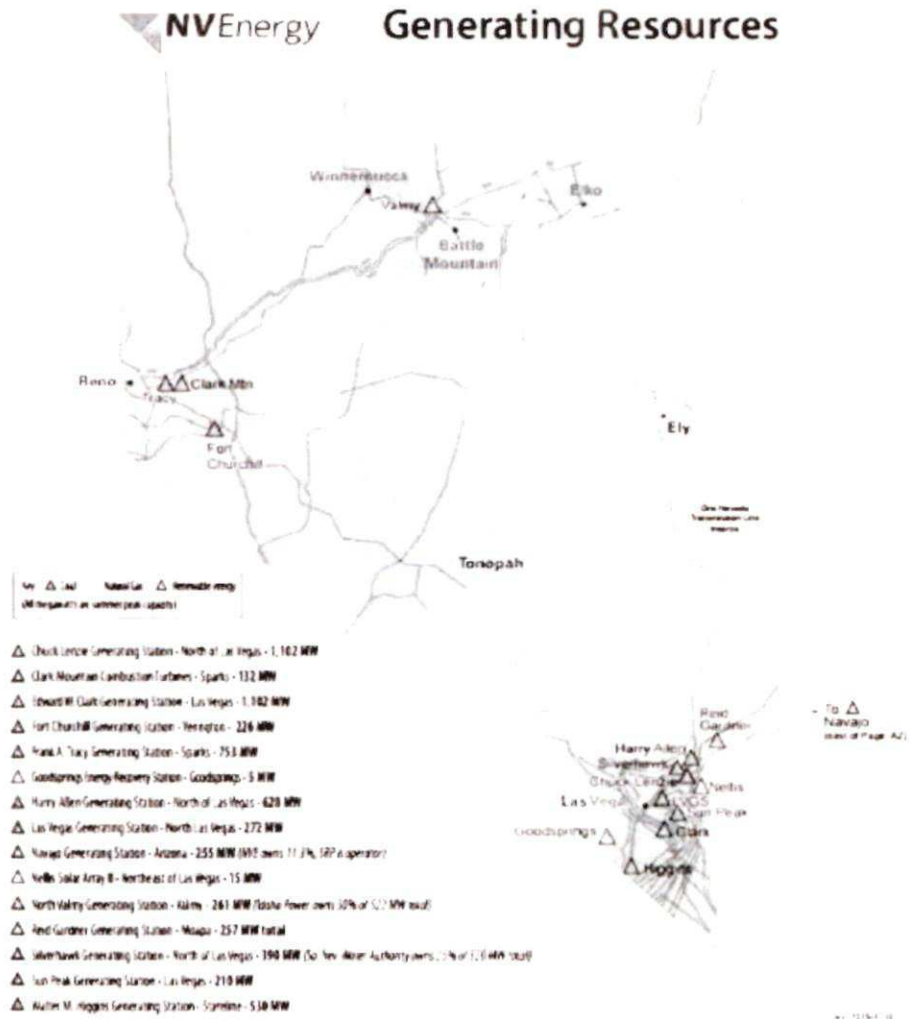


Figure 9.2-8: NV Energy serves a 45,592 square-mile service territory that stretches north to south from Elko to Laughlin and provides a wide-range of energy services and products serving more than 2.4 million citizens and state tourist populations exceeding 40 million annually. (Source: NV Energy, 2016)

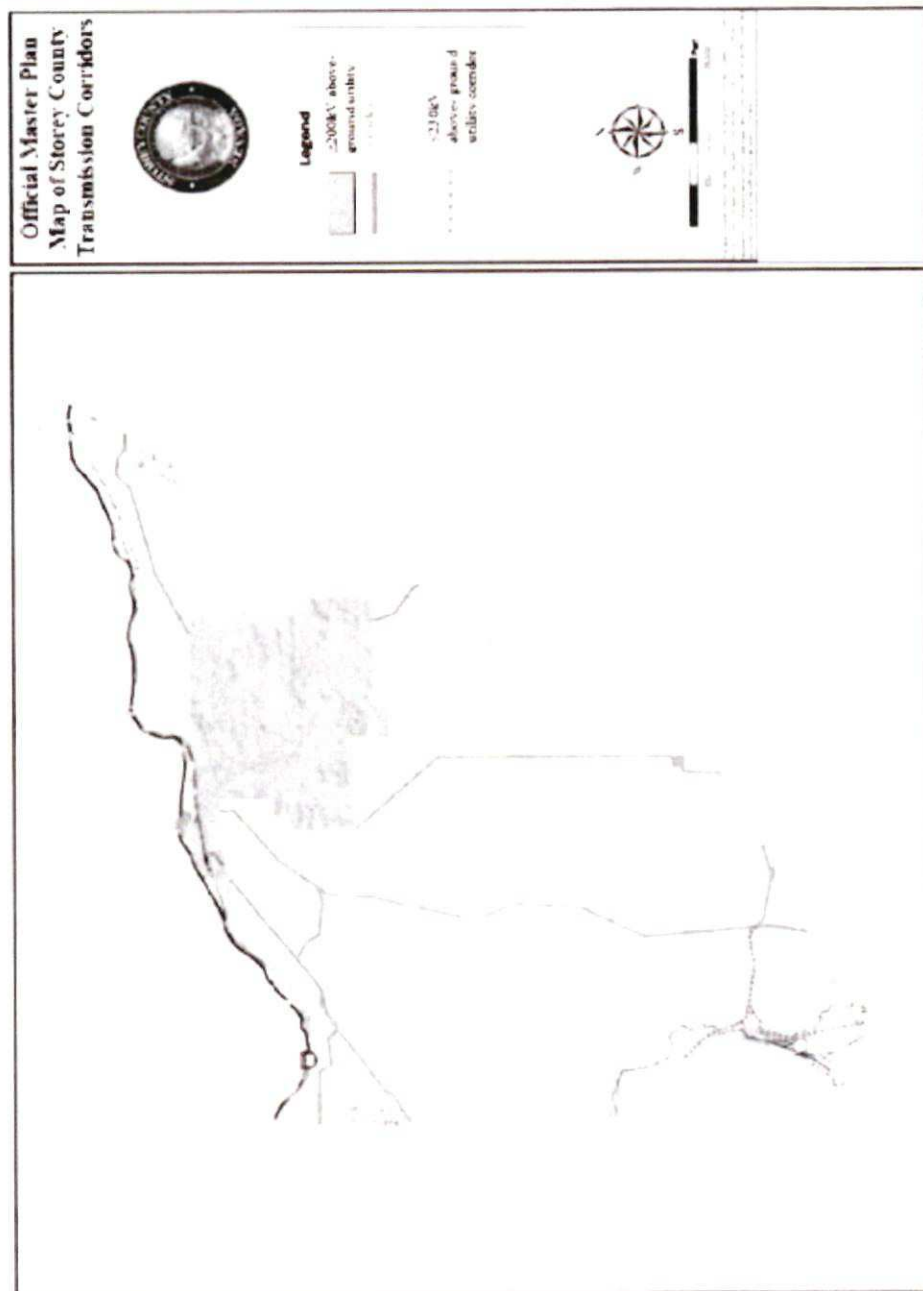


Figure 9.2-9: Aboveground Utility Corridors in Storey County



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 7/6/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of Resolution No. 21-627 setting the tax rate levy at 3.4607 for 2021-2022.
- **Recommended motion:** I, (Commissioner), move to approve Resolution No. 21-267 setting the tax rate levy at 3.4607 for 2021-2022.
- **Prepared by:** Jennifer McCain

Department: **Contact Number:** 7758471133

- **Staff Summary:** Annual approval of the tax rate levied against real and personal property within Storey County. Breakdown of of taxes is included in the attached Resolution.
- **Supporting Materials:** See attached
- **Fiscal Impact:** Yes
- **Legal review required:** False
- **Reviewed by:**
_____ Department Head **Department Name:**
_____ County Manager **Other Agency Review:** _____
- **Board Action:**

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

RESOLUTION # 21-627

WHEREAS, The Board of Commissioners in and for the County of Storey, State of Nevada did hold a public hearing on the 2021-2022 Tentative Budget for Storey County and,

WHEREAS, the resources, expenditures and required tax rates were reviewed and approved at that public hearing and,

WHEREAS, the approved resources, expenditures and tax rates were submitted in the 2021-2022 final budget for the County of Storey, State of Nevada,

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board of Commissioners in and for the County of Storey, State of Nevada in accordance with NRS 361.460 intends to levy the following tax rates following certification by the Nevada Tax Commission.

GENERAL	1.7719
INDIGENT MEDICAL	.0100
INDIGENT ACCIDENT	.0150
YOUTH SERVICE	.0045
CAPITAL ACQUISITION	.0500
FIRE PROTECTION DISTRICT 474	.5446
TOTAL COUNTY	<u>2.3960</u>

REFERENCE ONLY

SCHOOL OPERATING	.7500
SCHOOL DEBT	.1447
STATE	.1700
TOTAL TAX RATE	<u>3.4607</u>

PASSED, ADOPTED AND APPROVED THE 6th of July, 2021.

AYES: _____

NAYS: _____

Absent: _____

By: _____

Jay Carmona, Chairman
Storey County Board of Commissioners

ATTEST: _____

Storey County Clerk



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

Meeting date: 7/6/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** The purpose of the hearing is to hear objections to a proposed amended lease of County Property at 1705 Peru Drive in the Tahoe Reno Industrial Center to the TRI GID. The proposed lease will involve adding an approximate 160 square feet of office space and 180 square feet of parking space. No rent in addition to the current rental amount of \$900.00 per month will be charged.

- **Recommended motion:** No motion is required

- **Prepared by:** Keith Loomis

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

- **Staff Summary:** See attached

- **Supporting Materials:** See attached

- **Fiscal Impact:**

- **Legal review required:** False

- **Reviewed by:**

_____ Department Head

Department Name: _____

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

STAFF SUMMARY

The TRI GID has requested that its current lease be amended to add an approximate 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. On June 1, 2021, the Board adopted Resolution 21-615 to comply with NRS 277.050 to provide notice by publication of the proposed lease and set July 6, 2021 as the day for a public hearing at which objections to the lease could be made known. The purpose of the public hearing is to hear and consider those objections, if any.



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

Meeting date: 7/6/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of amendment of lease with the TRI GID to add approximately 160 square feet of office space and 180 square feet of parking space to the space currently leased to the GID at the county complex located at 1705 Peru Drive in the Tahoe Reno Industrial Center. There would be no additional rent charged to the GID beyond the current rent of \$900.00 per month.
- **Recommended motion:** I Commissioner _____ move to approve the proposed amendment of the lease with TRI GID and authorize the chairman to sign and deliver the amended lease to the TRI GID.
- **Prepared by:** Keith Loomis

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

- **Staff Summary:** The TRI GID has requested an amendment to its existing lease to add approximately 160 square feet of office space and 180 square feet of parking space at the county complex located at 1705 Peru Drive in the Tahoe Reno Industrial Center. The proposed amended lease does not require an increase in the amount of rent currently being charged, i.e., \$900.00 per month.
- **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

<input type="checkbox"/> Denied	<input type="checkbox"/> Continued
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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 ~~800~~ square feet of area within a building *illustrated in Exhibit A herein* 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. Leased Premises. 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 *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 *as "Main Parking Area" in green* on the attached Exhibit A

Section 1.02. Demise of Leased Premises. 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. Effective Date. The effective date of the Lease ("Effective Date") will be the date both parties to this lease sign the lease.

Section 2.02. Term. 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. Construction of Improvements. 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. Premises Security. 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. Tenant Improvements. 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. Use of Leased Premises. 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, *described as "Switch Shared Office Space" in Exhibit A*, 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.

**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

federal, state, county, or municipal.

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. Taxes and Assessments. 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. Worker's Compensation Insurance. 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. Deductibles and Self-Insured Retentions. 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. Term of Coverage. 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. Surrender of Leased Premises. 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. Fire, Explosion or Other Casualty. 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. Notice by LESSEE. 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 XIII 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 Right of Termination. 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. Right of Re-entry. 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. No Continuing Waivers. 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. Successors. 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. Transfer by LESSOR--Release. 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. Holding Over. 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. Amendments. 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. Applicable Law; Jurisdiction. 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 purposes only and shall in no way limit, define, or otherwise affect the construction of this Lease.

Section 18.05. Complete Agreement. 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. Counterparts. 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. Covenants. 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. Effectiveness. 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. Notices. 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
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If to LESSEE:	TRIGID Attn: Shari Whalen, General Manager 1705 Peru Drive Suite 104 McCarran, Nevada 89437
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Section 18.013. Partial Invalidity. 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. Time of Essence. 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

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:

EXHIBIT "A"

"Switch" Shared Office Space

APPROXIMATE
LOCATION

TRI-GID
OFFICES
32' x 20'

Main Office
Space

FEET/IN

COUNTY STORAGE SPACE

OFFICE 1
225 SQ. FT.

LOCKER ROOM

HALL

OFFICE 2
188 SQ. FT.

OCCUPIED OFFICE

Secondary
Office Space

AVAILABLE OFFICES

1/8" = 1'-0"

NTS

REVISIONS

PORTION OF STOREY COUNTY McCARRAN
GOVERNMENT CENTER FLOOR PLAN

STOREY COUNTY PUBLIC WORKS
P.O. BOX 435 - 100 TOLL ROAD
VIRGINIA CITY NV 89440
775 847 0958

DATE 12/07/16
SCALE 1/8"
DRAWN WCN
SHEET

1
OF
1

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

EXHIBIT B



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 7/6/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Public Hearing to be held at 11:00 a.m. The purpose of the hearing is to hear objections to a proposed lease of County Property at 1705 Peru Drive in the Tahoe Reno Industrial Center 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). The proposed lease will involve approximately 120 square feet of office space and associated parking spaces with no rent requested for an initial period of four years.
- **Recommended motion:** No motion required.
- **Prepared by:** Keith Loomis

Department:

Contact Number: 775.847.0964

- **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. On June 1, 2021, the Board adopted Resolution 21-616 to comply with NRS 277.050 to provide notice by publication of the proposed lease and set July 6, 2021 as the day for a public hearing at which objections to the lease could be made known. The purpose of the public hearing is to hear and consider those objections, if any.
- **Supporting Materials:** See attached
- **Fiscal Impact:** none
- **Legal review required:** TRUE
- **Reviewed by:**

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

- **Board Action:**

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



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 7/6/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of lease with the State of 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 (DPBH) to lease approximately 120 square feet of office space and associated parking spots at the County complex located at 1705 Peru Drive in the Tahoe Reno Industrial Center. Associated with the proposed lease is an Access and Confidentiality agreement by which the County, its officers and employees agree to keep confidential any confidential information they may come across which is held by the Environmental Health Section
- **Recommended motion:** I Commissioner _____ move to approve the proposed lease with DPBH and authorize the chairman to sign and deliver it to DPBH and also approve the Access and Confidentiality agreement and authorize the County manager to sign.
- **Prepared by:** Keith Loomis

Department: **Contact Number:** 775.847.0964

- **Staff Summary:** The State of Nevada has requested to lease approximately 120 square feet of space at 1705 Peru Drive for the Environmental Health Section of the Department of Health and Human Services so that the Section can conduct inspections of such entities as food trucks, restaurants, brothels from a more convenient location. The proposed lease does not require the payment of rent and is for an initial term of 4 years. Inasmuch as the section may have possession of personal health information protected by HIPAA which could be inadvertently viewed by county officers or employees, the County is also asked to sign an Access and Confidentiality Agreement by which the County agrees to keep any confidential information it may come across confidential.
- **Supporting Materials:** See attached
- **Fiscal Impact:** none
- **Legal review required:** TRUE

- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

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").

W I T N E S S E T H:

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.



1.1 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 agency. This certification is made pursuant to the regulations 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 the 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



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 C.F.R. 26.101-36.999, 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) JANITORIAL SERVICES. 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 Building Access. 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. Upon 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.

FIVE. 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



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.

EIGHT. INDEMNIFICATION. To the extent of the liability 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.



NINE. WAIVER OF SUBROGATION. LESSOR and LESSEE or TENANT 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.

TEN. BREACH OR DEFAULT. In the event of any failure by 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.



ELEVEN. ATTORNEY'S FEES. In the event suit is brought by 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.



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.

FIFTEEN. NOTICES. All notices under this Lease shall be in 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



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.



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.

.....
.....
.....
.....



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

LESSOR

STOREY COUNTY

By _____
Austin Osbourne
County Manager

Date _____

**Reviewed as to form and
compliance with law only:**

AARON D. FORD
ATTORNEY GENERAL

By _____
Susan K. Stewart
Deputy Attorney General

Date _____

Approved by:

BOARD OF EXAMINERS

By _____
Susan Brown
Clerk of the Board

Date _____

LESSEE

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PUBLIC WORKS DIVISION

By _____
Ward D. Patrick, P.E.
Administrator

BM
Date _____

TENANT

DEPARTMENT OF HEALTH AND HUMAN
SERVICES

By _____
Richard Whitley
Director

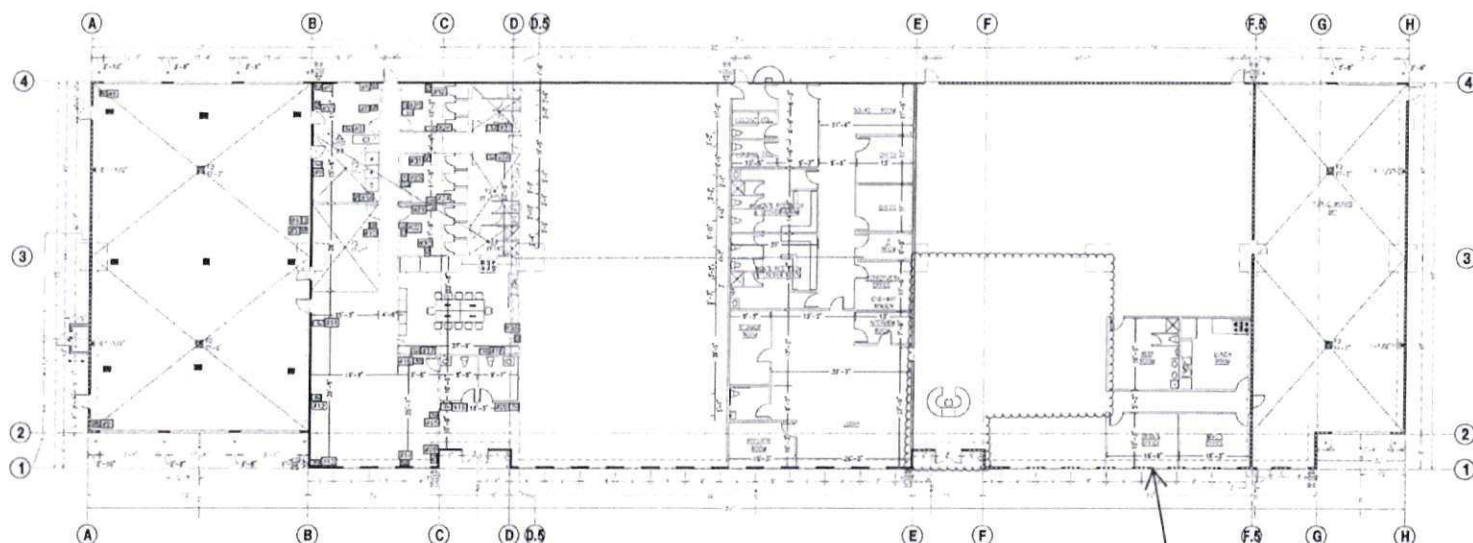
Date _____

DEPARTMENT OF HEALTH AND HUMAN
SERVICES
DIVISION OF PUBLIC AND
BEHAVIORAL HEALTH
ENVIRONMENTAL HEALTH SECTION

By _____
Lisa Sherych
Administrator

Date _____





SHEET NOTES

1. The first step in the process of the scientific method is to ask a question. This is often the most difficult step because it requires the researcher to identify a problem or a gap in knowledge that is worth investigating.

2. The second step is to do background research. This involves looking up information about the topic to see what is already known and what questions have already been asked.

3. The third step is to form a hypothesis. A hypothesis is a statement that predicts the outcome of the experiment. It is based on the background research and the researcher's own ideas.

4. The fourth step is to design an experiment. This involves deciding what to do, how to do it, and what to measure. The experiment should be designed to test the hypothesis.

5. The fifth step is to collect data. This involves carrying out the experiment and recording the results.

6. The sixth step is to analyze the data. This involves looking at the results and seeing if they support the hypothesis.

7. The seventh step is to draw a conclusion. This involves stating whether the hypothesis was supported or not, and what the results mean.

8. The eighth step is to communicate the results. This involves writing a report or giving a presentation about the experiment.

WALL LEGEND

QUESTION Suppose that \mathbf{A} is a square matrix and \mathbf{B} is a vector. Suppose that $\mathbf{A}\mathbf{B} = \mathbf{0}$. Is it true that $\mathbf{A} = \mathbf{0}$?

ANSWER No. For example, let $\mathbf{A} = \begin{bmatrix} 1 & 0 \\ 0 & 0 \end{bmatrix}$ and $\mathbf{B} = \begin{bmatrix} 0 \\ 1 \end{bmatrix}$. Then $\mathbf{A}\mathbf{B} = \begin{bmatrix} 0 \\ 0 \end{bmatrix} = \mathbf{0}$, but $\mathbf{A} \neq \mathbf{0}$.

OCCUPANCY

[illegible]

1. All birds singing will be fully alerted by CAT-5 and will back to it from
2. There will be varying group sizes and two full groupings
3. All songbirds will be alert. Each zone will be fully alerted by a note on back to the 10-point
4. All songbirds need to be 100% alerted with
5. Zone 1 is the highest and Day Room (4 birds)
6. Zone 2 is a 10-point and 10-point (4 birds)
7. Zone 3 is a 10-point and 10-point (4 birds)
8. Zone 4 is the opposite of the 10-point (4 birds)
9. Each room will need 2 birds of the same type
10. The songbirds will be fully alerted by the 10-point and 10-point. The opposite birds have back speakers and will have two separate controls
11. The songbirds will be fully alerted by the 10-point and 10-point. The opposite birds have back speakers and will have two separate controls
12. The songbirds will be fully alerted by the 10-point and 10-point. The opposite birds have back speakers and will have two separate controls
13. The songbirds will be fully alerted by the 10-point and 10-point. The opposite birds have back speakers and will have two separate controls
14. The songbirds will be fully alerted by the 10-point and 10-point. The opposite birds have back speakers and will have two separate controls
15. The songbirds will be fully alerted by the 10-point and 10-point. The opposite birds have back speakers and will have two separate controls
16. The songbirds will be fully alerted by the 10-point and 10-point. The opposite birds have back speakers and will have two separate controls
17. The songbirds will be fully alerted by the 10-point and 10-point. The opposite birds have back speakers and will have two separate controls
18. The songbirds will be fully alerted by the 10-point and 10-point. The opposite birds have back speakers and will have two separate controls
19. The songbirds will be fully alerted by the 10-point and 10-point. The opposite birds have back speakers and will have two separate controls
20. The songbirds will be fully alerted by the 10-point and 10-point. The opposite birds have back speakers and will have two separate controls

Telephone facilities:

1. There will be 10 wall mount phones identified on the plan.
2. There will be two desk top type phones for the office and day room.
3. All phone connections will use CAT-5 wire.

PLAN
1"=10'

**SCFD #5 TENANT IMPROVEMENTS
FLOOR PLAN**

A1.1

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

STOREY COUNTY

By _____
Austin Osbourne
County Manager

Date _____

TENANT

DEPARTMENT OF HEALTH AND HUMAN
SERVICES
DIVISION OF PUBLIC AND BEHAVIORAL
HEALTH
ENVIRONMENTAL HEALTH SECTION

By _____
Lisa Sherych
Administrator

Date _____





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

Meeting date: 7/6/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 Minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible action to approve the Storey County Fire Protection District Annual Operating Plan with Truckee Meadows Fire Protection District
- **Recommended motion:** I (Fire Commissioner) move to approve the Annual Operating Plan between Storey County Fire Protection District and Truckee Meadows Fire Protection District and authorize the Fire Chief to sign.
- **Prepared by:** Tiffany Pieretti

Department: **Contact Number:** 775-847-0954

- **Staff Summary:** This is an update to the annual operating plan between the Storey County Fire Protection District and the Truckee Meadows Fire Protection District, Provided through NRS for 474 fire Districts to enter into agreements for assistance for mutual aid and/or automatic aid. The annual operating plan is reviewed each year to provide updates and associated costs for equipment and personnell for billing purposes after the first 24 hours or for specialized equipment not covered under automatic or mutual aid.
- **Supporting Materials:** See attached
- **Fiscal Impact:** n/a
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

**Annual Operating Plan Between
Truckee Meadows Fire Protection District
and
Storey County Fire Protection District
2021-2022**

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

2021 BILLING RATES

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

APPARATUS RATES

Equipment responding to an incident on an equipment resource order ("E" number) will be billed for hours worked as indicated on the Crew Time Report/Shift Ticket and will include travel time. Equipment is not included in portal to portal pay provisions; however usage will be reimbursed at the rate indicated in the rate schedule.

• Structure Engine - Type I	\$210.00/hr.
• Ladder	\$250.00/hr.
• Brush Engine - Type III	\$189.00/hr.
• Water Tender	\$179.00/hr.
• Patrol Truck – Type V	\$121.00/hr.
• Patrol Truck – Type VI	\$121.00/hr.
• Rescue	\$79.00/hr.
• Heavy Rescue	\$184.00/hr.
• Air Truck	\$158.00/hr.
• Fuel Truck	\$79.00/hr.
• Water Rescue Unit w/Boats	\$79.00/hr.
• Hazmat Unit	\$236.00/hr.
• Heavy Mechanic Truck	\$131.00/hr.
• Dozer – Type I*	\$189.00/hr. (Includes Fuel) or \$420.00/day stand-by
• Transport/Lowboy*	\$79.00/hr. plus \$2.00/mi. or \$210.00/day stand-by
• Dozer Chase*	\$101.00/day plus \$0.56/mi.

*Mutual/Automatic Aid request of Dozer or Hand Crew Unit(s) will be considered assistance by hire immediately from the time of order.

*Dozer requests will include Dozer Chase and two (2) personnel, qualified (1) Dozer/Operator and (1) HEQB. Personnel rates will vary depending on rank or the FSH 5109.34 Incident Position Matrix if a casual hire.

*Dozer will only be charged while on incident and not during travel status.

*Transport/Lowboy will be charged the hourly rate during travel and stand-by rate while on incident.

Mt. Rose Unit – May be any combination of Mt. Rose Units. Mt. Rose Units include Type V engines with personnel and overhead positions.

SUPPORT VEHICLE AND EQUIPMENT RATES

Medical Equipment: Reimbursement will be made for expendable medical supplies such as drugs, IV fluids, cardio electrodes, etc. A pre-incident and post-incident inventory, approved by the Incident Commander, will be required for reimbursement request submitted with the billing package. If a pre and post-incident inventory cannot be obtained, an invoice of supplies consumed signed by the Incident Commander will suffice.

- ALS, Durable Medical Equip. Kit \$275.00/day
- REMS Truck \$125.00/hr.

County or Fire District Owned Vehicles:

- Command Vehicle \$101.00/day plus \$0.56 per mile
- SUV/Pickup (½ ton and below) \$90.00/day plus \$0.56 cents per mile
- Pickup (¾ ton and above) \$101.00/day plus \$0.56 cents per mile
- Polaris UTV \$210.00/day (must be ordered via resource order)
- Privately Owned Vehicle \$0.56 cents per mile
- Masticator (Wet) \$168.00/hr. (includes fuel)
- Ambulance \$131.00/hr.
- Chipper \$252.00/day
- Tracked Chipper \$168.00/hr.
- Chip Truck \$98.00/hr.
- Dump Trailer \$31.00/day
- Herbicide Trailer/Slip In \$31.00/day

PERSONNEL RATES

Backfill (for 56 hour personnel only) personnel and their invoice amounts will be shown on the same invoice as incident personnel. Backfill dates will be noted. All personnel are charged consistent with the District's current labor agreements and/or resolutions as approved by the Board.

56 Hour Rate	Regular	OT	CB OT
Battalion Chief	74.47	74.16	106.79
Training Captain	64.05	63.93	92.06
Captain	55.79	55.57	80.02
Operator	49.71	49.51	71.30
Firefighter Paramedic	47.11	46.79	67.37
Firefighter	43.40	43.23	62.25

40 Hour Rate	Regular	OT	CB OT
Chief	148.12		
Deputy Chief	131.21		123.12
Deputy Chief of Fire Prevention	126.27		117.69
Division Chief	105.72	104.83	150.96
Battalion Chief	104.26	103.84	149.52

40 Hour Rate	Regular	OT	CB OT
Fire Prevention Captain	55.12	61.00	79.15
Fire Prevention Specialist II	64.36	71.18	92.35
Fire Prevention Specialist I	55.94	61.88	80.28
Training Captain	93.41	93.40	134.50
Logistics Coordinator	34.38	37.67	54.25
Fleet Manager	78.04	85.52	110.97
Fire Mechanic	58.32	63.91	82.92
Fuels Management Crew Boss	60.64	66.46	86.23
Fuels Management Squad Boss	50.32	55.13	71.54
Fuels Management Eq. Operator	50.32	55.13	71.54
Fuels Management Crew Member	39.17	42.92	55.69
Communications Manager	59.35	64.87	84.18
Senior Network Engineer	63.27	73.39	95.22
Network Engineer II	65.30	65.31	84.74
Air Resource Advisor*	59.62	69.15	89.72
Accountant	49.38	53.98	
Account Clerk	42.33	46.27	
Administrative Assistant	50.66	55.38	
CFO	88.78		
HR Manager	72.81		
District Support Specialist	37.42	40.91	
EMS Coordinator	65.28	71.35	92.58

EMERGENCY WORKERS (CASUALS)

The District may employ Emergency Workers (Casual Hire) to cope with a sudden and unexpected emergency situation caused by a fire, or extreme fire potential, flood, storm, or any other all-hazard emergency to provide assistance to the District and/or cooperative partners.

Such hiring is purely temporary in duration, and will be terminated when other methods can be initiated.

Rate of pay will be determined by FSH 5109.34 – INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK, CHAPTER 10 – PERSONNEL, Interim Directive NO.: 5109.34-2019-1, dated April 01, 2019.

BILLING ADDRESS

Truckee Meadows Fire Protection District
3663 Barron Way
Reno, NV 89511

DUNS NUMBER

006811244

TAX ID NUMBER

EIN # 38-3856902

CONTACT INFORMATION

Charles A. Moore, Fire Chief
(775) 328-6123 Mobile (775) 313-8903

Alex Kukulus, Deputy Chief
(775) 328-6125 Mobile (775) 762-0638

Cindy Vance, Chief Fiscal Officer
(775) 326-6070

Administrative Office
(775) 326-6000 Fax (775) 326-6003

STATION LOCATIONS

Career Stations

Battalion 30 – South

Station 30 – 3905 Old Hwy 395, Washoe Valley
Station 32 – 1240 E. Lake Blvd., Washoe Valley
Station 33 – 470 Foothill Rd., Reno
Station 36 – 13500 Thomas Creek Rd., Reno
Station 37 – 3255 W. Hidden Valley Dr., Reno
Station 39 – 4000 Joy Lake Rd., Reno

Battalion 40 – North

Station 40 – 10201 W. 4th St., Mogul
Station 42 – 3680 Diamond Peak Dr., Cold Springs
Station 44 – 10575 Silver Lake Rd., Stead
Station 45 – 5841 Sun Valley Blvd., Sun Valley
Station 46 – 500 Rockwell Blvd. Spanish Springs

Volunteer Stations

Station #229 – 6015 Ironwood Rd., Palomino Valley
Station #300 – 345 Bellevue Rd., Washoe Valley
Station #320 – 3010 Lakeshore Blvd., Washoe Valley
Station #400 – 165 Bridge St., Verdi
Station #430 – 11525 Red Rock Rd., Silver Lake
Station #440 – 130 Nectar St., Lemmon Valley

STOREY COUNTY FIRE PROTECTION DISTRICT

Declared Costs – Personnel and Equipment

Effective May 3rd, 2021

2021 BILLING RATES

Billed rate will be at the actual cost and may be different than the rate quoted in this document

PERSONNEL RATES

NOTE: All staffing costs are in addition to apparatus costs and will be charged at actual hourly rates.

Operational Staff	Regular	OT
Chief	\$95.91	
Battalion Chief	\$58.59	\$87.88
Fire Marshal	\$58.59	\$87.88
Fuels Management Officer	\$56.78	\$85.17
Fuels Management Engine Boss	\$46.98	\$70.47
Fuels Management Equipment Operator	\$45.00	\$67.50
Fuels Management Crew Member	\$30.44	\$45.66
Captain	\$55.08	\$82.62
Fire Fighter/Paramedic	\$46.43	\$69.64
Fire Fighter/AEMT	\$41.37	\$62.05
Seasonal Heavy Equipment Operator	\$45.00	\$67.50
All Risk 6-Month Seasonal Firefighter	\$16.50	\$24.75
All Risk 6-Month Lead Seasonal Firefighter	\$19.02	\$28.53
Volunteer Firefighter	AD Rate	AD Rate

Support Staff	Regular	OT
Administrative Specialist/Office Manager	\$31.38	\$47.07
Administrative Assistant	\$24.26	\$36.69
EMS Coordinator / Medical Director	\$100.00	\$150.00

APPARATUS & EQUIPMENT RATES

Apparatus Type	Rate	Mileage
Type I Engine – Structure Engine	\$200/hour	Included in hourly
Type III Engine – Brush Engine	\$175/hour	Included in hourly
Type IV, V, VI Engine – Brush Patrol	\$115/hour	Included in hourly
Type I Water Tender	\$170/hour	Included in hourly
Command Vehicle	\$96.00/daily	.55 Per Mile for Travel and Fuel Cost at Incident Only
Utility (1/2 Ton and Smaller)	\$86.00/daily	.55 Per Mile for Travel and Fuel Cost at Incident Only
Pickup (3/4 Ton and Above)	\$96.00/daily	.55 Per Mile for Travel and Fuel Cost at Incident Only

Ladder Truck	\$250.00/hour	Included in hourly
Heavy Rescue	\$175.00/hour	Included in hourly
Air Truck	\$150.00/hour	Included in hourly
Fuel Truck	\$75.00/Hour	Included in hourly
Hazmat Unit	\$225.00/hour	Included in hourly
Heavy Equipment Mechanic Truck	\$125.00/hour	Included in hourly
Skid Steer (with bucket or masticator)	\$150.00/hour \$275 Per Day Standby	Incident to pay for fuel costs or \$30 per hour additional
Excavator (with bucket or masticator)	\$150.00/hour \$325 Per Day Standby	Incident to pay for fuel costs or \$40 per hour additional
Transport/Lowboy	\$95/hour \$200 Per Day Standby	\$1.75 per mile
Dozer Tender	\$75.00/hour	\$1.55 per mile
Type II Dozer	\$155/hour \$375 Per Day Standby	Incident pays for fuel costs or \$44.00 per hour additional
Chipper	\$200 Daily	No Mileage Charges
Ambulance	\$125/hour	Per mile costs for Travel and Transports will be Billed to Patient
Fuels Trailer	\$75/day	No mileage charges
Special Event Staffing	\$750/day	Includes one unit with two personnel
Durable Medical Equipment	\$250.00/day	N/A
Side by Side UTV	\$200.00/day	Included in daily cost

-Any request for a Dozer or Excavator will be considered assistance by hire immediately from the time of order.

-Each dozer will be dispatched with a Dozer Tender. This vehicle will be assigned for the entire duration of the incident.

-Transport/lowboy utilized to transport the Dozer or Excavator will be billed at full rate during travel times and at stand-by-rate while on the incident.

-Heavy Equipment Operator and Transport Driver will be charged at their Departmental rates.

-All Initial Attack apparatus will have a minimum of two (2) person staffing for the first 24 hours and increased to three (3) after 24 hours.

-Staff responding to an incident will be charged separately from the cost of the equipment.

-When an incident does not provide subsistence for assistance-by-hire personnel per diem at the federally established regional or CONUS rate shall apply in accordance with GSA per diem rates at www.gsa.gov Documentation in the form of receipts must be provided for reimbursement.

CONTACT INFORMATION**Storey County Fire District Staff:**

	Mobile	Office
Jeremy Loncar, Fire Chief	(775) 399-1746	(775) 847-0954
Bob Ryser, A Shift Battalion Chief	(775) 315-6658	(775) 847-0954
Jim Morgan, B Shift Battalion Chief	(775) 772-3769	(775) 847-0954
Shane Dixon, C Shift Battalion Chief	(775) 771-4685	(775) 847-0954
Tiffany Pieretti, Administrative Assistant	(775) 847-0954	

Fire Stations:

Fire Station #71, 145 N. "C" St., Virginia City	(775) 847-0954
Fire Station #72, 2610 Cartwright Rd, Virginia Highlands	(775) 847-0971
Fire Station #74, 431 Canyon Way, Lockwood	(775) 342-0220
Fire Station #75, 1705 Peru Drive, McCarran	(775) 343-3300

Storey County Communications Center	(775) 847-0950
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COMMUNICATIONS

As indicated within the Mutual Aid Agreement, both parties agree to allow the other to operate on their frequency during responses to incidents. It is also agreed that any incidents within Storey County North Districts will operate on SCFD North Repeater for command and V-Fire 21 for tactical operations. Incidents within the South Districts 71 , 72, and 73 will operate on Storey Central Repeater. When V- Fire 21 is being used within the region the tactical frequency shall go to V-Fire 22, V-Fire23 and so on.

BILLING ADDRESS

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

DUNS NUMBER

959435876

TAX ID NUMBER

EIN # 88-6000134

IN WITNESS WHEREOF, the parties hereto have caused this Annual Operating Plan between Storey County Fire Protection District and Truckee Meadows Fire Protection District to be executed as of the date of the last signature herein below

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT



Charles Moore, Fire Chief
Truckee Meadows Fire Protection District



Date

STOREY COUNTY FIRE PROTECTION DISTRICT

Jeremy Loncar, Fire Chief
Storey County Fire Protection District

Date



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

Meeting date: 7/6/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 Minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible action to approve Resolution No:21-628, establishing and implementing a program to charge mitigation rates for the deployment of emergency and non-emergency services by the Storey County Fire Protection District for services provided and/ or rendered.
- **Recommended motion:** I (Fire Commissioner) move to approve Resolution No:21-628, establishing and implementing a program to charge mitigation rates for the deployment of emergency and non-emergency services by the Storey County Fire Protection District for services provided and/or rendered.
- **Prepared by:** AGENDA_SUBMITTER

Department:

Contact Number: 775-847-0954

- **Staff Summary:** This request is to update Resolution No:21-628 which allowed the Storey County Fire Protection District to bill for incidents such as hazardous materials response, motor vehicle accidents, and illegal fires. The current resolution uses rates set in 2014 and needs to be updated. No other changes were made in the proposed resolution from resolution 14-414 except for our billing rates for staff and equipment.
- **Supporting Materials:** See attached
- **Fiscal Impact:** n/a
- **Legal review required:** False
- **Reviewed by:**

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

- **Board Action:**

☐ Approved

☐ Approved with Modification

<input type="checkbox"/> Denied	<input type="checkbox"/> Continued
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RESOLUTION NO: 21-628

A RESOLUTION ESTABLISHING AND IMPLEMENTING A PROGRAM TO CHARGE MITIGATION RATES FOR THE DEPLOYMENT OF EMERGENCY AND NON-EMERGENCY SERVICES BY THE STOREY COUNTY FIRE PROTECTION DISTRICT FOR SERVICES PROVIDED AND/OR RENDERED.

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

WHEREAS, the need for emergency services continues to increase each year creating additional demands on all operational aspects of the Storey County Fire Protection District services; and

WHEREAS environmental protection requirements which require additional equipment and training continues to increase each year creating additional demands on all operational aspects of the Storey County Fire Protection District services; and

WHEREAS implementation of homeland security regulations requires additional equipment and training, creating additional demands on all operational aspects of the Storey County Fire Protection District services; and

WHEREAS, the Storey County Fire Protection District has investigated different methods to maintain a high level of quality of emergency and non-emergency services throughout times of constantly increasing service demands; and

WHEREAS maintaining an effective response by the Storey County Fire Protection District decreases the costs of incidents to insurance carriers, businesses, and individuals through timely and effective management of emergency situations which saves lives and reduces property and environmental damage; and

WHEREAS, raising real property taxes to meet the increase in service demands would not be fair when it would be more fair to charge persons who directly receive the services; and

WHEREAS, the Board of the Storey County Fire Protection District desires to implement a fair and equitable procedure by which to mitigation rates can be collected and establish a billing system in accordance with applicable laws, regulations and guidelines.

NOW THEREFORE, BE IT RESOLVED that the Storey County Fire Protection District shall initiate mitigation rates for the delivery of emergency and non-emergency services by the Storey County Fire Protection District for personnel, supplies and equipment used at the scene of emergency and non-emergency incidents as listed in "EXHIBIT A". The mitigation rates shall be based on actual costs of the services and that which is usual, customary and reasonable (UCR) as shown in "EXHIBIT A", which may

include any services, personnel, supplies, and equipment and with baselines established by an addendum to this document.

BE IT FURTHER RESOLVED, that a claim for reimbursement for services performed and/or rendered shall be submitted to the responsible party who has received services through their insurance carrier. In some circumstances, the responsible party will be billed directly. In all cases the Fire Chief shall have the ability to waive any invoices as deemed necessary and appropriate.

BE IT FURTHER RESOLVED, that the Storey County Fire Protection District Board may make rules or regulations and from time to time may amend, revoke, or add rules and regulations, not inconsistent with this Resolution, as they may deem necessary or expedient in respect to billing for these mitigation rates or the collection thereof.

BE IT FURTHER RESOLVED, that this resolution shall be effective upon the date of adoption.

PROPOSED AND ADOPTED this _____ day of _____ 2021.

THOSE VOTING AYE

THOSE VOTING NAY

ADOPTED this _____ day of _____ 2021.

BOARD OF COUNTY COMMISSIONERS OF STOREY COUNTY

Jay Carmona, Chairman

Attest: _____
Vanessa Stephens, Clerk

EXHIBIT A
MITIGATION RATES
BASED ON PER HOUR

The mitigation rates below are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average department's actual burdened labor costs and not just a firefighter's wage. These include wages, retirement, benefits, workers comp, etc.

MOTOR VEHICLE INCIDENTS

Level 1 - \$516.00

Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.

Level 2 - \$588.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 – CAR FIRE - \$718.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - \$1,550.00

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - \$474.00

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

HAZMAT

Level 1 - \$832.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 - \$2,971.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 - \$7,012.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$336.00 per HAZMAT team.**

FIRE INVESTIGATION

Fire Investigation Team - \$327.00 per hour.

Includes:

- Scene Safety
- Investigation
- Source Identification
- K-9/Arson Dog Unit
- Identification Equipment
- Mobile Detection Unit
- Fire Report

The claim begins when the Fire Investigator responds to the incident and is billed for logged time only.

FIRES

Assignment - \$475.00 per hour, per engine / \$594.00 per hour, per truck

Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common "billing level". This occurs almost every time the fire department responds to an incident.

OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.

Itemized, per person, at various pay levels and for itemized products use.

ILLEGAL FIRES

Assignment - \$475.00 per hour, per engine / \$594.00 per hour, per truck

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

WATER INCIDENTS

Level 1

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident.

Billed at \$475 plus \$59 per hour, per rescue person.

Level 2

Intermediate Response: Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Billed at \$950 plus \$59 per hour, per rescue person.

Level 3

Advanced Response: Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Billed at \$2,350 plus \$59 per hour per rescue person, plus \$119 per hour per HAZMAT team member.

Level 4

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

BACK COUNTRY OR SPECIAL RESCUE

Itemized Response: Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

Minimum billed \$475 for the first response vehicle plus \$59 per rescue person. Additional rates of \$475 per hour per response vehicle and \$59 per hour per rescue person.

CHIEF RESPONSE

This includes the set-up of Command, and providing direction of the incident. This could include operations, safety, and administration of the incident.

Billed at \$297 per hour.

MISCELLANEOUS / ADDITIONAL TIME ON-SCENE**PERSONNEL RATES**

NOTE: All staffing costs are in addition to apparatus costs and will be charged at actual hourly rates.

Operational Staff	Regular	OT
Chief	\$95.91	
Battalion Chief	\$58.59	\$87.88
Fire Marshal	\$58.59	\$87.88
Fuels Management Officer	\$56.78	\$85.17
Fuels Management Engine Boss	\$46.98	\$70.47
Fuels Management Equipment Operator	\$45.00	\$67.50
Fuels Management Crew Member	\$30.44	\$45.66
Captain	\$55.08	\$82.62
Fire Fighter/Paramedic	\$46.43	\$69.64
Fire Fighter/AEMT	\$41.37	\$62.05
Seasonal Heavy Equipment Operator	\$45.00	\$67.50
All Risk 6-Month Seasonal Firefighter	\$16.50	\$24.75
All Risk 6-Month Lead Seasonal Firefighter	\$19.02	\$28.53
Volunteer Firefighter	AD Rate	AD Rate

Support Staff	Regular	OT
Administrative Specialist/Office Manager	\$31.38	\$47.07
Administrative Assistant	\$24.26	\$36.69
EMS Coordinator / Medical Director	\$100.00	\$150.00

APPARATUS & EQUIPMENT RATES

Apparatus Type	Rate	Mileage
Type I Engine – Structure Engine	\$200/hour	Included in hourly
Type III Engine – Brush Engine	\$175/hour	Included in hourly
Type IV, V, VI Engine – Brush Patrol	\$115/hour	Included in hourly
Type I Water Tender	\$170/hour	Included in hourly
Command Vehicle	\$96.00/daily	.55 Per Mile for Travel and Fuel Cost at Incident Only
Utility (1/2 Ton and Smaller)	\$86.00/daily	.55 Per Mile for Travel and Fuel Cost at Incident Only
Pickup (3/4 Ton and Above)	\$96.00/daily	.55 Per Mile for Travel and Fuel Cost at Incident Only
Ladder Truck	\$250.00/hour	Included in hourly
Heavy Rescue	\$175.00/hour	Included in hourly
Air Truck	\$150.00/hour	Included in hourly
Fuel Truck	\$75.00/Hour	Included in hourly
Hazmat Unit	\$225.00/hour	Included in hourly
Heavy Equipment Mechanic Truck	\$125.00/hour	Included in hourly
Skid Steer (with bucket or masticator)	\$150.00/hour \$275 Per Day Standby	Incident to pay for fuel costs or \$30 per hour additional
Excavator (with bucket or masticator)	\$150.00/hour \$325 Per Day Standby	Incident to pay for fuel costs or \$40 per hour additional
Transport/Lowboy	\$95/hour \$200 Per Day Standby	\$1.75 per mile
Dozer Tender	\$75.00/hour	\$1.55 per mile
Type II Dozer	\$155/hour \$375 Per Day Standby	Incident pays for fuel costs or \$44.00 per hour additional
Chipper	\$200 Daily	No Mileage Charges
Ambulance	\$125/hour	Per mile costs for Travel and Transports will be Billed to Patient
Fuels Trailer	\$75/day	No mileage charges
Special Event Staffing	\$750/day	Includes one unit with two personnel
Durable Medical Equipment	\$250.00/day	N/A
Side by Side UTV	\$200.00/day	Included in daily cost

MITIGATION RATE NOTES

The mitigation rates above are average “billing levels” for one hour of service, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department’s “actual personnel expense” and not just a firefighter’s basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

RESOLUTION NO: 14-414

A RESOLUTION ESTABLISHING AND IMPLEMENTING A PROGRAM TO CHARGE MITIGATION RATES FOR THE DEPLOYMENT OF EMERGENCY AND NON-EMERGENCY SERVICES BY THE STOREY COUNTY FIRE PROTECTION DISTRICT FOR SERVICES PROVIDED AND/OR RENDERED.

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

WHEREAS, the need for emergency services continues to increase each year creating additional demands on all operational aspects of the Storey County Fire Protection District services; and

WHEREAS environmental protection requirements which require additional equipment and training continues to increase each year creating additional demands on all operational aspects of the Storey County Fire Protection District services; and

WHEREAS implementation of homeland security regulations requires additional equipment and training, creating additional demands on all operational aspects of the Storey County Fire Protection District services; and

WHEREAS, the Storey County Fire Protection District has investigated different methods to maintain a high level of quality of emergency and non-emergency services throughout times of constantly increasing service demands; and

WHEREAS maintaining an effective response by the Storey County Fire Protection District decreases the costs of incidents to insurance carriers, businesses, and individuals through timely and effective management of emergency situations which saves lives and reduces property and environmental damage; and

WHEREAS, raising real property taxes to meet the increase in service demands would not be fair when it would be more fair to charge persons who directly receive the services; and

WHEREAS, the Board of the Storey County Fire Protection District desires to implement a fair and equitable procedure by which to mitigation rates can be collected and establish a billing system in accordance with applicable laws, regulations and guidelines.

NOW THEREFORE, BE IT RESOLVED that the Storey County Fire Protection District shall initiate mitigation rates for the delivery of emergency and non-emergency services by the Storey County Fire Protection District for personnel, supplies and equipment used at the scene of emergency and non-emergency incidents as listed in "EXHIBIT A". The mitigation rates shall be based on actual costs of the services and that which is usual, customary and reasonable (UCR) as shown in "EXHIBIT A", which may

include any services, personnel, supplies, and equipment and with baselines established by an addendum to this document.

BE IT FURTHER RESOLVED, that a claim for reimbursement for services performed and/or rendered shall be submitted to the responsible party who has received services through their insurance carrier. In some circumstances, the responsible party will be billed directly. In all cases the Fire Chief shall have the ability to waive any invoices as deemed necessary and appropriate.

BE IT FURTHER RESOLVED, that the Storey County Fire Protection District Board may make rules or regulations and from time to time may amend, revoke, or add rules and regulations, not inconsistent with this Resolution, as they may deem necessary or expedient in respect to billing for these mitigation rates or the collection thereof.

BE IT FURTHER RESOLVED, that this resolution shall be effective upon the date of adoption.

PROPOSED AND ADOPTED this _____ day of _____ 2021.

THOSE VOTING AYE

THOSE VOTING NAY

ADOPTED this _____ day of _____ 2021.

BOARD OF COUNTY COMMISSIONERS OF STOREY COUNTY

Marshall McBride, Chairman

Fay Cannon

Attest: _____

Vanessa Stephens, Clerk

EXHIBIT A
MITIGATION RATES
BASED ON PER HOUR

The mitigation rates below are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average department's actual burdened labor costs and not just a firefighter's wage. These include wages, retirement, benefits, workers comp, etc.

MOTOR VEHICLE INCIDENTS

Level 1 - \$516.00

Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.

Level 2 - \$588.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 - CAR FIRE - \$718.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - \$1,550.00

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - \$474.00

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

HAZMAT

Level 1 - \$832.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 - \$2,971.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 - \$7,012.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$336.00 per HAZMAT team.**

FIRE INVESTIGATION

Fire Investigation Team - \$327.00 per hour.

Includes:

- Scene Safety
- Investigation
- Source Identification
- K-9/Arson Dog Unit
- Identification Equipment
- Mobile Detection Unit
- Fire Report

The claim begins when the Fire Investigator responds to the incident and is billed for logged time only.

FIRES

Assignment - \$475.00 per hour, per engine / \$594.00 per hour, per truck

Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common "billing level". This occurs almost every time the fire department responds to an incident.

OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.

Itemized, per person, at various pay levels and for itemized products use.

ILLEGAL FIRES

Assignment - \$475.00 per hour, per engine / \$594.00 per hour, per truck

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

WATER INCIDENTS

Level 1

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident.

Billed at \$475 plus \$59 per hour, per rescue person.

Level 2

Intermediate Response: Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Billed at \$950 plus \$59 per hour, per rescue person.

Level 3

Advanced Response: Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Billed at \$2,350 plus \$59 per hour per rescue person, plus \$119 per hour per HAZMAT team member.

Level 4

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

BACK COUNTRY OR SPECIAL RESCUE

Itemized Response: Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

Minimum billed \$475 for the first response vehicle plus \$59 per rescue person. Additional rates of \$475 per hour per response vehicle and \$59 per hour per rescue person.

CHIEF RESPONSE

This includes the set-up of Command, and providing direction of the incident. This could include operations, safety, and administration of the incident.

Billed at \$297 per hour.

MISCELLANEOUS / ADDITIONAL TIME ON-SCENE

Apparatus Type	Rate	Mileage
Type I Engine - Structure Engine	\$125/hour	\$1.55 per mile
Type III Engine - Brush Engine	\$100/hour	\$1.55 per mile
Type IV, VI Engine - Brush Patrol	\$75/hour	\$1.55 per mile
Type I Water Tender	\$75/hour	\$1.55 per mile
Heavy Rescue/Squad	\$125/hour	\$1.55 per mile
Overhaul Trailer	\$100/hour	\$1.55 per mile and cost of expendable items
Command Vehicle	\$50.00/daily	.55 Per Mile for Travel and Fuel Cost at Incident Only
Utility	\$50.00/daily	.55 Per Mile for Travel and Fuel Cost at Incident Only
Transport/Lowboy	\$95/hour	\$1.75 per mile
Type IV Dozer Chase Truck	\$75.00/hour	\$1.55 per mile
Type II Dozer	\$115/hour	Incident pays for fuel costs or \$44.00 per hour
Ambulance	\$125/hour	\$23.37 Per Mile for Travel and Transports (Billed to Patient)
Fuel Trailer	\$75/day	No mileage charges
Special Event Staffing	\$500/day	Includes one unit with two personnel
ALS Durable Medical Equipment	\$250.00/day	N/A
ILS Durable Medical Equipment	\$200.00/day	N/A
BLS Durable Medical Equipment	\$150.00/day	N/A

MITIGATION RATE NOTES

The mitigation rates above are average “billing levels” for one hour of service, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department’s “actual personnel expense” and not just a firefighter’s basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: 7/6/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of Resolution 21-626, a resolution setting salaries of appointed and non-represented employees of the Storey County Fire Protection District whose salaries are fixed by ordinance or resolution per NRS 474.470 for the 2021-22 fiscal year.
- **Recommended motion:** I, _____, move to approve Resolution No. 21-626, a resolution setting salaries of appointed and non-represented employees of the Storey County Fire Protection District whose salaries are fixed by ordinance or resolution per NRS 474.470 for the 2021-22 fiscal year.
- **Prepared by:** Tobi Whitten

Department:

Contact Number: 775-847-0968

- **Staff Summary:** NRS 474.470 states that the Board has authority to fix the salaries of all appointed and non-represented employees by the enactment of ordinances or the adoption of resolutions. The proposed resolution conforms to the NRS requirement and the Board-approved final budget for the 2021-22 fiscal year.
- **Supporting Materials:** See attached
- **Fiscal Impact:** Unknown
- **Legal review required:** False
- **Reviewed by:**

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

- **Board Action:**

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

RESOLUTION NO. 21-626

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

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

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

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

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

Fire Chief	Grade 153
Battalion Chief	Grade 148
IPT Administrative Assistant II	Grade 116
IPT Wildland Firefighter	Grade 103
IPT Firefighter EMT	Grade 108
IPT Lead Seasonal Firefighter	Grade 113
IPT Dozer Operator	Grade 113
Wildland Fuels Management Officer (grant funded)	Grade 140
Wildland Fuels Specialist (grant funded)	Grade 127
Wildland Engine Boss (grant funded)	Grade 124
Wildland Fire Equipment Operator (grant funded)	Grade 114
Wildland Heavy Equipment Operator (grant funded)	Grade 124
Wildland Fire Crew Member (grant funded)	Grade 108
Fire Marshal	Grade 144
Fire Inspector	Grade 124

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

NOW, THEREFORE BE IT RESOLVED BY THE STOREY COUNTY
Resolution No. _____

BOARD OF FIRE COMMISSIONERS, by unanimous vote, to adopt Resolution 21-626 providing for the setting of salaries for the appointed officials not represented by a bargaining unit.

This resolution shall be effective on the 1st, day of July, 2021.

PROPOSED AND ADOPTED this 6th day of July, 2021.

THOSE VOTING AYE:

THOSE VOTING NAY:

STOREY COUNTY

BOARD OF FIRE COMMISSIONERS

Jay Carmona, Chairman

ATTEST:

CLERK TO THE FIRE BOARD

Resolution No. _____

Resolution No. _____

STOREY COUNTY FIRE PROTECTION DISTRICT
GENERAL SALARY SCHEDULE
Step and Grade (Appointed Official and Non-Represented)
2021-2022

STEP	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
GRADE	2080 hours/yr. (40-hour week)											
97	\$ 26,083.20	\$ 26,996.11	\$ 27,940.98	\$ 28,918.91	\$ 29,931.07	\$ 30,978.66	\$ 32,062.91	\$ 33,185.11	\$ 34,346.59	\$ 35,548.72		
98	\$ 26,748.80	\$ 27,685.01	\$ 28,653.98	\$ 29,656.87	\$ 30,694.86	\$ 31,769.18	\$ 32,881.10	\$ 34,031.94	\$ 35,223.06	\$ 36,455.87		
99	\$ 27,435.20	\$ 28,395.43	\$ 29,389.27	\$ 30,417.90	\$ 31,482.52	\$ 32,584.41	\$ 33,724.87	\$ 34,905.24	\$ 36,126.92	\$ 37,391.36		
100	\$ 28,142.40	\$ 29,127.38	\$ 30,146.84	\$ 31,201.98	\$ 32,294.05	\$ 33,424.34	\$ 34,594.20	\$ 35,804.99	\$ 37,058.17	\$ 38,355.20		
101	\$ 28,870.40	\$ 29,880.86	\$ 30,926.69	\$ 32,009.13	\$ 33,129.45	\$ 34,288.98	\$ 35,489.09	\$ 36,731.21	\$ 38,016.80	\$ 39,347.39		
102	\$ 29,619.20	\$ 30,655.87	\$ 31,728.83	\$ 32,839.34	\$ 33,988.71	\$ 35,178.32	\$ 36,409.56	\$ 37,683.89	\$ 39,002.83	\$ 40,367.93		
103	\$ 30,388.80	\$ 31,452.41	\$ 32,553.24	\$ 33,692.61	\$ 34,871.85	\$ 36,092.36	\$ 37,355.59	\$ 38,663.04	\$ 40,016.25	\$ 41,416.82		
104	\$ 31,158.40	\$ 32,248.94	\$ 33,377.66	\$ 34,545.88	\$ 35,754.98	\$ 37,006.40	\$ 38,301.63	\$ 39,642.19	\$ 41,029.66	\$ 42,465.70		
105	\$ 31,948.80	\$ 33,067.01	\$ 34,224.35	\$ 35,422.21	\$ 36,661.98	\$ 37,945.15	\$ 39,273.23	\$ 40,647.80	\$ 42,070.47	\$ 43,542.93		
106	\$ 32,760.00	\$ 33,906.60	\$ 35,093.33	\$ 36,321.60	\$ 37,592.85	\$ 38,908.60	\$ 40,270.40	\$ 41,679.87	\$ 43,138.66	\$ 44,648.52		
107	\$ 33,592.00	\$ 34,767.72	\$ 35,984.59	\$ 37,244.05	\$ 38,547.59	\$ 39,896.76	\$ 41,293.14	\$ 42,738.40	\$ 44,234.25	\$ 45,782.45		
108	\$ 34,444.80	\$ 35,650.37	\$ 36,898.13	\$ 38,189.57	\$ 39,526.20	\$ 40,909.62	\$ 42,341.45	\$ 43,823.40	\$ 45,357.22	\$ 46,944.73		
109	\$ 35,339.20	\$ 36,576.07	\$ 37,856.23	\$ 39,181.20	\$ 40,552.54	\$ 41,971.88	\$ 43,440.90	\$ 44,961.33	\$ 46,534.98	\$ 48,163.70		
110	\$ 36,256.16	\$ 37,525.13	\$ 38,838.50	\$ 40,197.85	\$ 41,604.78	\$ 43,060.94	\$ 44,568.08	\$ 46,127.96	\$ 47,742.44	\$ 49,413.42		
111	\$ 37,162.56	\$ 38,463.25	\$ 39,809.46	\$ 41,202.79	\$ 42,644.89	\$ 44,137.46	\$ 45,682.27	\$ 47,281.15	\$ 48,935.99	\$ 50,648.75		
112	\$ 38,091.62	\$ 39,424.83	\$ 40,804.70	\$ 42,232.86	\$ 43,711.01	\$ 45,240.90	\$ 46,824.33	\$ 48,463.18	\$ 50,159.39	\$ 51,914.97		
113	\$ 39,043.92	\$ 40,410.46	\$ 41,824.82	\$ 43,288.69	\$ 44,803.80	\$ 46,371.93	\$ 47,994.95	\$ 49,674.77	\$ 51,413.39	\$ 53,212.86		
114	\$ 40,020.01	\$ 41,420.71	\$ 42,870.44	\$ 44,370.90	\$ 45,923.88	\$ 47,531.22	\$ 49,194.81	\$ 50,916.63	\$ 52,698.71	\$ 54,543.17		
115	\$ 41,020.51	\$ 42,456.23	\$ 43,942.20	\$ 45,480.18	\$ 47,071.98	\$ 48,719.50	\$ 50,424.69	\$ 52,189.55	\$ 54,016.18	\$ 55,906.75		
116	\$ 42,046.03	\$ 43,517.65	\$ 45,040.76	\$ 46,617.19	\$ 48,248.79	\$ 49,937.50	\$ 51,685.31	\$ 53,494.30	\$ 55,366.60	\$ 57,304.43		
117	\$ 43,097.18	\$ 44,605.58	\$ 46,166.77	\$ 47,782.61	\$ 49,455.00	\$ 51,185.93	\$ 52,977.43	\$ 54,831.64	\$ 56,750.75	\$ 58,737.03		
118	\$ 44,174.61	\$ 45,720.72	\$ 47,320.94	\$ 48,977.17	\$ 50,691.38	\$ 52,465.57	\$ 54,301.87	\$ 56,202.43	\$ 58,169.52	\$ 60,205.45		
119	\$ 45,278.98	\$ 46,863.75	\$ 48,503.98	\$ 50,201.62	\$ 51,958.67	\$ 53,777.23	\$ 55,659.43	\$ 57,607.51	\$ 59,623.77	\$ 61,710.61		
120	\$ 46,410.96	\$ 48,035.34	\$ 49,716.58	\$ 51,456.66	\$ 53,257.64	\$ 55,121.66	\$ 57,050.92	\$ 59,047.70	\$ 61,114.37	\$ 63,253.37		
121	\$ 47,571.22	\$ 49,236.22	\$ 50,959.48	\$ 52,743.07	\$ 54,589.07	\$ 56,499.69	\$ 58,477.18	\$ 60,523.88	\$ 62,642.22	\$ 64,834.69		
122	\$ 48,760.51	\$ 50,467.13	\$ 52,233.48	\$ 54,061.65	\$ 55,953.81	\$ 57,912.20	\$ 59,939.12	\$ 62,036.99	\$ 64,208.29	\$ 66,455.58		
123	\$ 49,979.52	\$ 51,728.80	\$ 53,539.31	\$ 55,413.19	\$ 57,352.65	\$ 59,359.99	\$ 61,437.59	\$ 63,587.91	\$ 65,813.48	\$ 68,116.96		
124	\$ 51,229.01	\$ 53,022.02	\$ 54,877.79	\$ 56,798.51	\$ 58,786.46	\$ 60,843.99	\$ 62,973.53	\$ 65,177.60	\$ 67,458.82	\$ 69,819.88		
125	\$ 52,509.73	\$ 54,347.57	\$ 56,249.73	\$ 58,218.47	\$ 60,256.12	\$ 62,365.08	\$ 64,547.86	\$ 66,807.04	\$ 69,145.28	\$ 71,565.37		
126	\$ 53,822.47	\$ 55,706.25	\$ 57,655.97	\$ 59,673.93	\$ 61,762.52	\$ 63,924.21	\$ 66,161.56	\$ 68,477.21	\$ 70,873.91	\$ 73,354.50		
127	\$ 55,168.03	\$ 57,098.92	\$ 59,097.38	\$ 61,165.79	\$ 63,306.59	\$ 65,522.32	\$ 67,815.60	\$ 70,189.15	\$ 72,645.77	\$ 75,188.37		
128	\$ 56,547.23	\$ 58,526.39	\$ 60,574.81	\$ 62,694.93	\$ 64,889.25	\$ 67,160.38	\$ 69,510.99	\$ 71,943.87	\$ 74,461.91	\$ 77,068.08		
129	\$ 57,960.93	\$ 59,989.56	\$ 62,089.19	\$ 64,262.31	\$ 66,511.50	\$ 68,839.40	\$ 71,248.78	\$ 73,742.48	\$ 76,323.47	\$ 78,994.79		
130	\$ 59,409.94	\$ 61,489.29	\$ 63,641.42	\$ 65,868.87	\$ 68,174.28	\$ 70,560.38	\$ 73,029.99	\$ 75,586.04	\$ 78,231.55	\$ 80,969.65		
131	\$ 60,895.19	\$ 63,026.52	\$ 65,232.45	\$ 67,515.58	\$ 69,878.63	\$ 72,324.38	\$ 74,855.73	\$ 77,475.69	\$ 80,187.33	\$ 82,993.89		
132	\$ 62,417.57	\$ 64,602.18	\$ 66,863.26	\$ 69,203.47	\$ 71,625.59	\$ 74,132.49	\$ 76,727.13	\$ 79,412.57	\$ 82,192.01	\$ 85,068.74		
133	\$ 63,978.00	\$ 66,217.23	\$ 68,534.83	\$ 70,933.55	\$ 73,416.23	\$ 75,985.79	\$ 78,645.30	\$ 81,397.88	\$ 84,246.81	\$ 87,195.45		
134	\$ 65,577.45	\$ 67,872.66	\$ 70,248.21	\$ 72,706.89	\$ 75,251.63	\$ 77,885.44	\$ 80,611.43	\$ 83,432.83	\$ 86,352.98	\$ 89,375.33		
135	\$ 67,216.89	\$ 69,569.48	\$ 72,004.41	\$ 74,524.57	\$ 77,132.93	\$ 79,832.58	\$ 82,626.72	\$ 85,518.66	\$ 88,511.81	\$ 91,609.72		
136	\$ 68,897.31	\$ 71,308.72	\$ 73,804.53	\$ 76,387.68	\$ 79,061.25	\$ 81,828.40	\$ 84,692.39	\$ 87,656.62	\$ 90,724.61	\$ 93,899.97		
137	\$ 70,619.75	\$ 73,091.44	\$ 75,649.64	\$ 78,297.38	\$ 81,037.79	\$ 83,874.11	\$ 86,809.70	\$ 89,848.04	\$ 92,992.72	\$ 96,247.47		
138	\$ 72,385.25	\$ 74,918.73	\$ 77,540.88	\$ 80,254.82	\$ 83,063.73	\$ 85,970.97	\$ 88,979.95	\$ 92,094.25	\$ 95,317.55	\$ 98,653.66		
139	\$ 74,194.88	\$ 76,791.70	\$ 79,479.41	\$ 82,261.19	\$ 85,140.33	\$ 88,120.24	\$ 91,204.45	\$ 94,396.61	\$ 97,700.49	\$ 101,120.01		

STOREY COUNTY FIRE PROTECTION DISTRICT
GENERAL SALARY SCHEDULE
Step and Grade (Appointed Official and Non-Represented)
2021-2022

140	\$ 76,049.76	\$ 78,711.50	\$ 81,466.40	\$ 84,317.73	\$ 87,268.85	\$ 90,323.26	\$ 93,484.57	\$ 96,756.53	\$ 100,143.01	\$ 103,648.02		
141	\$ 77,950.99	\$ 80,679.28	\$ 83,503.05	\$ 86,425.66	\$ 89,450.56	\$ 92,581.33	\$ 95,821.67	\$ 99,175.43	\$ 102,646.57	\$ 106,239.20		
142	\$ 79,899.77	\$ 82,696.26	\$ 85,590.63	\$ 88,586.30	\$ 91,686.83	\$ 94,895.86	\$ 98,217.22	\$ 101,654.82	\$ 105,212.74	\$ 108,895.19		
143	\$ 81,897.27	\$ 84,763.67	\$ 87,730.40	\$ 90,800.97	\$ 93,979.00	\$ 97,268.26	\$ 100,672.65	\$ 104,196.20	\$ 107,843.06	\$ 111,617.57		
144	\$ 83,944.71	\$ 86,882.77	\$ 89,923.67	\$ 93,071.00	\$ 96,328.48	\$ 99,699.98	\$ 103,189.48	\$ 106,801.11	\$ 110,539.15	\$ 114,408.02		
145	\$ 86,043.31	\$ 89,054.83	\$ 92,171.75	\$ 95,397.76	\$ 98,736.68	\$ 102,192.47	\$ 105,769.20	\$ 109,471.12	\$ 113,302.61	\$ 117,268.21		
146	\$ 88,194.40	\$ 91,281.20	\$ 94,476.05	\$ 97,782.71	\$ 101,205.10	\$ 104,747.28	\$ 108,413.44	\$ 112,207.91	\$ 116,135.18	\$ 120,199.91		
147	\$ 90,399.26	\$ 93,563.23	\$ 96,837.94	\$ 100,227.27	\$ 103,735.23	\$ 107,365.96	\$ 111,123.77	\$ 115,013.10	\$ 119,038.56	\$ 123,204.91		
148	\$ 92,659.23	\$ 95,902.31	\$ 99,258.89	\$ 102,732.95	\$ 106,328.60	\$ 110,050.10	\$ 113,901.86	\$ 117,888.42	\$ 122,014.52	\$ 126,285.03		
149	\$ 94,975.73	\$ 98,299.88	\$ 101,740.37	\$ 105,301.28	\$ 108,986.83	\$ 112,801.37	\$ 116,749.42	\$ 120,835.65	\$ 125,064.89	\$ 129,442.17		
150	\$ 97,350.11	\$ 100,757.37	\$ 104,283.88	\$ 107,933.81	\$ 111,711.50	\$ 115,621.40	\$ 119,668.15	\$ 123,856.53	\$ 128,191.51	\$ 132,678.21		
151	\$ 99,783.87	\$ 103,276.31	\$ 106,890.98	\$ 110,632.17	\$ 114,504.29	\$ 118,511.94	\$ 122,659.86	\$ 126,952.95	\$ 131,396.31	\$ 135,995.18		
152	\$ 102,278.47	\$ 105,858.21	\$ 109,563.25	\$ 113,397.97	\$ 117,366.90	\$ 121,474.74	\$ 125,726.35	\$ 130,126.77	\$ 134,681.21	\$ 139,395.05		
153	\$ 104,835.43	\$ 108,504.67	\$ 112,302.33	\$ 116,232.91	\$ 120,301.07	\$ 124,511.60	\$ 128,869.51	\$ 133,379.94	\$ 138,048.24	\$ 142,879.93		
154	\$ 107,456.31	\$ 111,217.28	\$ 115,109.88	\$ 119,138.73	\$ 123,308.59	\$ 127,624.39	\$ 132,091.24	\$ 136,714.43	\$ 141,499.44	\$ 146,451.92		
155	\$ 110,142.72	\$ 113,997.72	\$ 117,987.64	\$ 122,117.20	\$ 126,391.30	\$ 130,815.00	\$ 135,393.53	\$ 140,132.30	\$ 145,036.93	\$ 150,113.22		
156	\$ 112,896.30	\$ 116,847.67	\$ 120,937.34	\$ 125,170.14	\$ 129,551.10	\$ 134,085.39	\$ 138,778.37	\$ 143,635.62	\$ 148,662.86	\$ 153,866.06		
157	\$ 115,718.70	\$ 119,768.85	\$ 123,960.76	\$ 128,299.39	\$ 132,789.87	\$ 137,437.51	\$ 142,247.82	\$ 147,226.50	\$ 152,379.43	\$ 157,712.71		
158	\$ 118,611.66	\$ 122,763.07	\$ 127,059.77	\$ 131,506.86	\$ 136,109.60	\$ 140,873.44	\$ 145,804.01	\$ 150,907.15	\$ 156,188.90	\$ 161,655.51		
159	\$ 121,576.96	\$ 125,832.15	\$ 130,236.28	\$ 134,794.55	\$ 139,512.36	\$ 144,395.29	\$ 149,449.13	\$ 154,679.85	\$ 160,093.64	\$ 165,696.92		
160	\$ 124,616.39	\$ 128,977.96	\$ 133,492.19	\$ 138,164.42	\$ 143,000.17	\$ 148,005.18	\$ 153,185.36	\$ 158,546.85	\$ 164,095.99	\$ 169,839.35		
161	\$ 127,731.79	\$ 132,202.41	\$ 136,829.49	\$ 141,618.52	\$ 146,575.17	\$ 151,705.30	\$ 157,014.99	\$ 162,510.51	\$ 168,198.38	\$ 174,085.32		
162	\$ 130,925.09	\$ 135,507.46	\$ 140,250.22	\$ 145,158.98	\$ 150,239.55	\$ 155,497.93	\$ 160,940.36	\$ 166,573.27	\$ 172,403.34	\$ 178,437.45		
163	\$ 134,198.22	\$ 138,895.15	\$ 143,756.49	\$ 148,787.96	\$ 153,995.54	\$ 159,385.38	\$ 164,963.87	\$ 170,737.61	\$ 176,713.43	\$ 182,898.39		
164	\$ 137,553.17	\$ 142,367.53	\$ 147,350.39	\$ 152,507.65	\$ 157,845.42	\$ 163,370.01	\$ 169,087.96	\$ 175,006.04	\$ 181,131.25	\$ 187,470.85		
165	\$ 140,992.00	\$ 145,926.72	\$ 151,034.16	\$ 156,320.35	\$ 161,791.56	\$ 167,454.27	\$ 173,315.17	\$ 179,381.20	\$ 185,659.54	\$ 192,157.62		
*Note: There are no longer 35-hour employees working in Storey County. The column, however, is included for retroactive reference. All employees henceforth are pursuant to the 40-hour workweek schedule.												



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 7/6/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible action on the business impact statement for the proposed cannabis establishment licensing ordinance.
- **Recommended motion:** I move to continue consideration of the business impact statement for the proposed cannabis establishment licensing ordinance to the meeting of August 3, 2021.
- **Prepared by:** Robert Morris & Austin Osborne

Department:

Contact Number: 775-847-0964

- **Staff Summary:** The powers of the board commissioners to license, tax, and regulate cannabis and cannabis products, production, registries and establishment are contained in NRS 244.35253. The section authorizes the board impose a license tax for revenue or regulation, as a flat fee, a percentage of gross revenue of the cannabis establishment or a combination of both. Staff is recommending a fee of three percent of the gross revenue of the cannabis establishment. NRS limits the total amount of tax to three percent of the gross revenue of the cannabis establishment. The county by choosing to impose a license fee is required to prepare a business impact statement before approval of the ordinance. The draft business impact statement is attached and staff is requesting that the matter be continued to allow notification of any affected business owners or trade associations whose comments will be presented at the August 3, 2021 meeting.
- **Supporting Materials:** See attached
- **Fiscal Impact:** Estimated revenue is up to \$500,000 for local government
- **Legal review required:** False
- **Reviewed by:**

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

Business Impact Statement

The following business impact statement was prepared pursuant to NRS 237.090 to address the proposed impact of Bill No. 129 Ordinance No. 21-318 adopting a cannabis establishment business license fee.

NRS 244 allows the Storey County Board of County Commissioners to collect a license fee for all cannabis establishments. The fee may be a percentage of a of the gross revenue and must not exceed 3% of the cannabis establishment's gross revenue. A separate business license application fee may be collected.

This business impact statement will be considered by the board on the July 6, 2021 meeting as well as the first reading of Ordinance 21-318, an ordinance amending Storey County Code to license the cannabis uses permitted by Nevada Revised Statutes

1. The description of the manner in which comment was solicited from affected business, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary:

The county manager's office mailed on July 9, 2021, or before, a copy of the business impact statement with attached exhibit A, Process to object to Rule Causing a Business Impact and a sample petition objecting to the adoption of a rule, to the following: cannabis trade organizations, Will Adler, and TRI, and has copies available at the counter of the clerk's office and on the Storey County website. There are currently no medical marijuana or cannabis establishments in Storey County.

The Board of County Commissioners on July 6, 2021, introduced the business impact statement and approved the first reading of an ordinance to impose a quarterly cannabis establishment licensing fee. The material presented include the draft business impact statement and the ordinance. The public hearing on August 3, 2021 will consider any comments from potentially affected businesses and determine whether to approve the business impact statement. The second reading of the ordinance will be on August 17, 2021. A copy of the ordinance and the business impact statement are available at the clerk's office.

2. The estimated economic effect of the proposed rule on businesses, which it is to regulate, without limitation, both adverse and beneficial; and both direct and indirect effects:

a. Adverse effects:

The board has determined that it will establish a quarterly cannabis establishment license fee of 3% of the cannabis establishment's quarterly gross revenue. The cannabis establishments will self-report quarterly gross revenues and calculate the 3% license fee to be paid within 30 days of the end of the quarter.

b. Beneficial effects:

The revenue will be deposited in the general fund and used by Storey County. The revenue will be available for any expenses directly attributed to public health or safety impacts of legalized cannabis consumption

c. Direct effects:

There may be health or safety problems caused by the presence of licensed cannabis establishments

d. Indirect effects:

None known at this time.

3. The description of the methods that the governing body of the local government or its designee considered to reduce the impact of the proposed rule on businesses and a statement regarding whether the governing body or its designee actually used any of the methods:

The county manager, on behalf of the board, concluded the ordinance adoption could not really be simplified as it meets the requirements of NRS and that all cannabis businesses would be treated the same. Additionally the fee has been divided into quarterly payments to spread out the cost.

4. The estimated cost to the government for enforcement of the proposed rule:

The county manager estimates a nominal increase in cost to administer the cannabis business license fee.

5. Does the proposed rule provide for a new fee or increases an existing fee, the annual amount the local government expects to collect and the manner in which the money will be used.

The proposed rule provides for a new fee for cannabis establishments. As there are no existing cannabis establishments the county estimates using the experience in other surrounding other jurisdictions. The total annual revenue generated by the cannabis business license fee is estimated to be up to \$500,000.

6. Does the proposed rule include provisions which duplicate or are more stringent than federal, state, or local standards regulating the same activity, and provide an explanation of why such duplicative or stringent provisions are necessary:

The county's proposed cannabis establishment license fee allowed by NRS 244 does not duplicate nor is it more stringent than state or federal standards.

7. The reasons for the conclusions regarding the impact of the proposed rule on businesses.

There is a direct and financial impact on any future cannabis establishments, however, the funds collected will be used to benefit the county. The amount of revenue from the new cannabis business fee is limited by state law to a small percentage of an establishment's gross revenue and will likely be considered part of the operating costs of the business. The fees charged are similar to cannabis establishments in surrounding jurisdictions.

Based on the information considered, it is recommended that the governing body or its designee determine the proposed rule is **not** likely to:

- (a) Impose a direct and significant economic burden upon a business; or
- (b) Directly restrict the formation, operation or expansion of a business.

I, Austin Osborne, Storey County Manager, certify that to the best of my knowledge or belief that the information contained in this statement was properly prepared and is accurate.

Austin Osborne, County Manager

Date

EXHIBIT A

PROCESS TO OBJECT TO RULE CAUSING A BUSINESS IMPACT

1. If a business believes it is aggrieved by a Rule (as defined in NRS 237.060) adopted by the Board of County Commissioners of Storey County, the business may object by filing a petition in writing with the Storey County Clerk/Treasurer at 26 South B Street in Virginia City, Nevada or by mailing to P.O. Drawer D Virginia City, Nevada 89444
2. The Board of County Commissioners will accept such petitions for a period of thirty (30) days following approval of the subject Rule for one of the following reasons:
 - (a) The governing body failed to prepare a business impact statement as required pursuant to Chapter 237 of NRS; or
 - (b) The business impact statement prepared by the governing body did not consider or significantly underestimated the economic effect of the ordinance or rule on the business.
3. Upon receipt of the petition, the Clerk/Treasurer will forward a copy to the Storey County District Attorney, the department/agency/office that generated the Rule, and the Storey County Manager.
4. Staff will consider the merits of the petition and forward a recommendation to the Board of County Commissioners.
5. The Board of County Commissioners will determine if the petition has merit and direct staff accordingly.
6. A sample petition is attached.

SAMPLE PETITION OBJECTING TO ADOPTION OF RULE

NRS 237.100 provides that a business that is aggrieved by an ordinance, regulation, resolution or other type of instrument through which a governing body exercises legislative powers, except pursuant to Chapter 271, 278, 278A and 278B of NRS (herein a "Rule") adopted by the governing body may object to all or a part of the Rule by filing a petition. This petition form is provided to assist those who wish to object. The petition must be filed with the Storey County Clerk/Treasurer 26 South B Street in Virginia City, Nevada or by mailing to P.O. Drawer D, Virginia City, NV 89444, within thirty (30) days after the date on which the Rule was adopted.

Petitioner's name: _____
(Include name of the business or proposed business and whether it is a corporation, partnership, sole proprietorship, fictitious name):

Petitioner's type of business:

Petitioner's business location:

Street

City County

State

Petitioner's mailing address: (If different from above):

Petitioner's telephone number: (____) ____ - ____

Petitioner is objecting to the following:

(Identify the Rule to which petitioner is objecting and state whether it is an ordinance, resolution, regulation or other instrument. Please give number if known.)

The basis of the petitioner's objection is as follows:

____ The governing body failed to prepare a business impact statement; or

_____ The business impact statement did not consider or significantly underestimated the economic effect of the adopted Rule.

The nature of the impact of the above Rule on the petitioner's business is as follows: (Attach additional sheets if necessary):

By signing below, the signer of this petition certifies he/she is a duly authorized representative of the business identified above and has been authorized by that business to file this petition on behalf of the business.

Business Name

By: _____

Title of Signer: _____



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: July 6, 2021

Estimate of time required: 10 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Discussion and possible action on first reading of Bill No. 129, Ordinance 21-318 Cannabis establishment licensing ordinance.

2. **Recommended motion:** I move to adopt the first reading of Bill No. 129, Ordinance 21-318 Cannabis establishment licensing ordinance and schedule the second reading on the meeting of August 17, 2021.

3. **Prepared by:** Austin Osborne, County Manager
Robert Morris, outside counsel

Department: District Attorney's Office

Telephone: 847-0964

4. **Staff summary:**

The powers of the board commissioners to license, tax, and regulate cannabis and cannabis products, production, registries and establishment are contained in NRS 244.35253. The section authorizes the board impose a license tax for revenue or regulation, as a flat fee, a percentage of gross revenue of the cannabis establishment or a combination of both. Staff is recommending a fee of three percent of the gross revenue of the cannabis establishment. The ordinance adopts a new section 5.10 for the policies and procedures dealing with the cannabis establishment licensing. The county by choosing to impose a license fee is required to prepare and adopt a business impact statement before approval of the ordinance. The staff is requesting that the second reading, or the public hearing on the matter, be heard at the Board's August 17, 2021 meeting.

5. **Supporting materials:** Bill No. 129, Ordinance 21-318 the cannabis establishment license fee.

6. **Fiscal impact:** The estimated revenue is up to \$500,000 for local government.

7. **Legal review required:** Yes _____ District Attorney

8. **Reviewed by:**

____ Department Head
____ County Manager

Department Name: Community Development
Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.

Bill No. 129

Ordinance No. 21-318

Summary

An ordinance amending Storey County Code to license cannabis uses permitted by Nevada Revised Statutes by adding chapter 5.10 Cannabis establishment licensing.

Title

An ordinance amending Storey County Code to license cannabis uses permitted by Nevada Revised Statutes by adding chapter 5.10 Cannabis establishment licensing and providing for other properly related matters.

The Board of County Commissioners of the County of Storey, State of Nevada, does ordain:

SECTION I: Chapter 5.10 Cannabis establishment licensing is added as follows:

Chapter 5.10 Cannabis establishment licensing.

5.10.010 Cannabis establishments—purpose, regulation and licensing.

A. This chapter is meant to implement the provisions of NRS chapters 678A, 678B, 678C and 678D and NRS 244.35253. This chapter must be interpreted consistently with NRS chapters, and to the extent of any conflicts between NRS 678A, 678B, 678C, and 678D and Storey County Code, NRS controls.

B. The use, cultivation, distribution, production, possession, and transportation of cannabis remains illegal under federal law, and cannabis remains classified as a controlled substance by both Nevada and federal law and is illegal under Storey county code. Any person who owns, operates, is employed by or is involved in a cannabis establishment may be prosecuted regardless of whether the establishments are in compliance with state law or the provisions of this chapter.

C. A business license issued pursuant to this chapter does not establish any defense or immunity for a person from potential criminal liability under federal law for the cultivation, distribution, production, possession or transportation of cannabis. The issuance of a cannabis establishment license does not imply that operating a cannabis establishment is legal under any other applicable laws and does not establish any defense or immunity for any person from potential criminal liability under federal law or regulation for the cultivation, distribution, production possession, or transportation of cannabis.

D. Storey County may by development agreement, provided for by NRS 278.0201, agree to allow the use of cannabis establishments on property subject to the development agreement to

provide uses considered in the provisions of NRS chapter 678A, 678B, 678C, and 687D. Storey County adopts this chapter to require licensing for any use involving cannabis in the county pursuant to NRS 244.3525.

5.10.020 Cannabis establishment license required.

It is unlawful for any person to operate a cannabis establishment in Storey County without first obtaining a license to operate pursuant to the requirements of this chapter. A separate application and the board approval of a cannabis business license is required for each cannabis establishment. The issuance of a single license is allowed for a retail cannabis establishment and a cultivation facility to be jointly located within the same premises of an existing cannabis establishment. A business license that is issued to a cannabis establishment under the provisions of this title is a revocable privilege and the holder of such a license does not acquire any vested right.

The consumption of cannabis products is prohibited on the premises of any cannabis establishment. Cannabis lounges are also expressly prohibited.

5.10.030 Application requirements.

Each application for a business license to operate as a cannabis establishment must be submitted to the sheriff office and include:

A. A complete and accurate copy of a completed application and a copy of all documents filed with the applicable state agency pursuant to NRS chapter 678A-D.

B. A complete and accurate copy of any required approval issued by the applicable state agency to operate as a medical cannabis establishment or cannabis establishment.

C. A description of the premises proposed to be licensed, stating the street and number, assessor's parcel number, and portion of the building to be occupied.

D. The type of cannabis establishment that the applicant proposes to carry on, conduct or operate on the described premises and a description of the proposed activities.

E. A consent form signed by the applicant authorizing the release to (1) any agencies performing any components of the review of the application, and (2) except for the security plan and any and all personal identifying information and other information specifically made confidential by law, the public upon request, and acknowledging that except as otherwise provided by law, all application information and information on any future Storey County cannabis establishment licenses issued to, or renewed by, the cannabis establishment will remain a public record.

F. The name or names of on-site managers who will be contacted in case of emergencies or required inspections.

G. A site plan with the following:

1. Name of the cannabis establishment.

2. Site address and assessor's parcel number.

3. The Storey County regulatory zone for the parcel.

4. Proposed employee, public and business vehicles parking plan (as appropriate).

The Storey County planning department or community development must determine compliance with county codes for subsections 3, 4.

H. A plan that complies with existing Storey County health district regulations or NRS

678D.400 that may authorize outdoor cultivation.

I. If the applicant is not the property owner, a copy of the lease, rental agreement, license, or authorization letter from the property owner acknowledging and giving permission for the proposed use of the property as a cannabis establishment, and the name, mailing address, physical business address, and business telephone number of the property owner.

J. A security plan approved by the sheriff, including but not limited to, the following matters:

1. A safety plan detailing safety measures and actions to be taken for the public and/or employees in the case of emergencies or criminal activity. The safety plan must include, at a minimum, the appropriate safety provisions from the most recently adopted International Fire Code.

2. Information detailing the location and handling of the storage, loading and unloading, and disposal of cannabis and cannabis products.

3. Hours of operation for public access to the retail cannabis store/medical dispensary, if applicable.

4. A plan for how employees and customers enter, exit and move within the building, to include entrances or exits which are secured for employee use only.

5. A plan on the handling and storage of money in the physical form of currency.

6. A statement describing what business and cannabis related activities will occur on the site. If the application is for a retail cannabis store/medical dispensary, a description of the products and/or services to be provided to the public.

7. For an existing building, any physical changes to the interior or the exterior of the building. No proposed physical changes to the building are allowed until approved by the appropriate county departments or other public agencies.

8. A description of all toxic, flammable or other materials regulated by a federal, state or local government with authority over the business that will be used or kept at the cannabis establishment, the location of such materials, how these materials will be stored, and how the materials will be used. The Storey County Fire Protection District Fire Marshal must review the application submission, as applicable, for compliance with local, state and federal regulations.

9. Within ten calendar days of receipt of the final department license for a cannabis establishment, the applicant must submit a copy of the license to the sheriff or license division.

Except as otherwise required by law, the security plan as submitted to the county is deemed to be a confidential document for sole use by the licensing division and reviewing agencies and is not a public record.

5.10.040 Approval or denial of license by board.

A. The sheriff, or license division if designated by the sheriff, must coordinate a review of the application and required physical inspections by the appropriate county departments and other public agencies to determine whether the proposed business will comply with all public health and safety and other applicable requirements including, without limitation, air quality, building, fire, health, sewer, sheriff, water, and zoning requirements.

1. Each reviewing county department or public agency must provide a recommendation on the application to the sheriff or license division after its review and after applicable physical inspections are completed.

2. Each reviewing county department or other public agency may include conditions for the operation of the cannabis establishment with its recommendation.

B. The sheriff or license division must verify that the licensee has valid state certificates, licenses or other approval or valid county licenses or permits, as required, prior to issuing any license.

C. After determining that the proposed cannabis establishment business will be conducted in compliance with law, the sheriff or license division must schedule a hearing for the board to issue the license as specified in the application. If board finds the applicant meets the requirement of this chapter the board may issue or renew the license.

D. A cannabis establishment license application or an application for renewal of a cannabis establishment license may be denied by the board upon one or more of the following:

1. Determination by the sheriff or license division that the application or the establishment is not in compliance with the provisions of NRS 678A, 678B, 678C, and 678D or this chapter.

2. An owner, officer, board member, shareholder, manager, or other natural person having some form of ownership or control over the business provides false or misleading information to the county.

3. The failure to pay any fees required by this chapter, or by the business license fee schedule adopted by resolution of the board.

4. The failure or refusal of an applicant, or of a licensed cannabis establishment, to comply with any of the provisions of NRS 678A, 678B, 678C, and 678D or this chapter.

5. The failure or refusal of a licensed cannabis establishment to carry out the policies and procedures or comply with the statements provided to the county with the application for the cannabis establishment.

6. The failure or refusal to cooperate fully with an investigation or inspection by the county.

7. The failure to comply with the provisions of NRS 372A and NAC 372A governing the imposition of an excise tax on cannabis establishments.

8. The failure to provide a valid and current license for a cannabis establishment from the Cannabis Compliance Board.

9. The failure to provide on request any filings required by the department of taxation.

E. The term of any cannabis establishment license is one year from the date of issue.

5.10.050 Fees.

A. A nonrefundable application fee of \$1000 is due with the submittal of an application for a cannabis establishment license.

B. Except as otherwise provided in this code, the cannabis establishment license fees are payable in full no later than 30 calendar days after the end of each calendar quarter in an amount equal to the fees and payment schedule contained in this section or as adopted by resolution of the board.

The calendar quarter periods for each year are as follows:

1. The first quarter begins on January 1.
2. The second quarter begins on April 1.
3. The third quarter begins on July 1.
4. The fourth quarter begins on October 1.

The initial quarterly payment may be for less than a full quarter depending on the date of approval of the license.

B. A business fee of three percent (3%) of the gross revenue for cannabis related items for the quarter is required for the following license:

1. Each cannabis establishment, and
2. Any cannabis establishment that is co-located with another cannabis establishment such as a cannabis retail store and a cannabis cultivation facility, as a business that is jointly owned and located within the same premises and operates as either may have a single license.
3. For the purposes of verifying the gross revenue of a medical cannabis establishment, a cannabis cultivator, or cannabis establishment pursuant to this subsection:
 - a. The holder of the business license must, concurrently with remittance of the required quarterly fee, provide to the county comptroller written proof of revenue.
 - b. The holder of the business license must provide the county comptroller a complete and accurate copy of any written documentation relating to verification of revenue for purposes of state taxation that is required to be provided to any state agency; and
 - c. The comptroller, at such time and frequency the comptroller deems most efficient, must review the information submitted pursuant to paragraphs (a) and (b) to reconcile any underpayment or overpayment of a quarterly fee and issue a charge or credit as appropriate.

C. The holder of a business license to operate a cannabis establishment must maintain at its business location adequate and accurate books and records at all times. The sheriff or his designee may enter the premises of a medical cannabis establishment or cannabis establishment at any time during regular business hours and without notice to examine, audit, and inspect books and records for the purpose of determining proper payment of any fees

D. The failure to pay for cannabis license fees on time or failure to submit the financial data required by this code or the submission of false financial data is grounds for denial, revocation, or nonrenewal of a cannabis establishment license.

E. It is unlawful for any person to knowingly submit false financial data to the county.

F. The cannabis establishment license fee imposed by the board is deemed a debt due the county from and against any person who commences, carries on, engages in or conducts the business of a cannabis establishment for which a license is required, and the person is liable in a civil action in the name of the county as plaintiff, in any court of competent jurisdiction, for the recovery of the amount of the license fee, penalties and for the cost of suit.

5.10.060 Renewal of business license.

All licensees required to have a cannabis establishment license under the provisions of this title who desire to renew an existing valid county cannabis establishment license are required to submit a license renewal application. The renewal application must include any changes to original application.

A. A cannabis establishment license issued pursuant to the provisions of this chapter is an

annual license. The license may be renewed, subject to the provisions of this section, provided that the cannabis establishment has paid in full the required quarterly license fees.

B. No cannabis establishment license may be renewed for a new physical location of the establishment until a new cannabis establishment application has been approved by the board.

C. The sheriff must be notified of any changes to a cannabis establishment's ownership as part of the renewal for a license. The licensee must provide proof that the Cannabis Compliance Board has approved the ownership change.

D. If the licensee engages in business under a fictitious name, the licensee must notify the sheriff if the fictitious name is changed as part of the renewal for the license. The licensee must provide a copy of an updated fictitious name certificate issued by the county clerk.

E. Cannabis establishment licenses issued under this chapter are issued only to the applicant and may not be transferred to another person.

F. Each licensee must provide the sheriff an annual report, due no later than December 31 of each year, which contains the following:

1. A copy of the most recent state license for a medical cannabis establishment or cannabis establishment; and

2. A copy of the most recent inspection by the Cannabis Compliance Board of the cannabis establishment.

5.010.070 No county liability, indemnification.

A. By accepting a cannabis establishment license issued pursuant to this chapter, the licensee waives and releases the county, its officers, elected officials, employees, attorneys and agents from any liability for injuries, damages or liabilities of any kind that result from any arrest or prosecution of establishment owners, operators, employees, clients or customers for a violation of state or federal laws, rules or regulations.

B. By accepting a cannabis establishment license issued pursuant to this code, all licensees, jointly and severally if more than one, agree to indemnify, defend and hold harmless the county, its officers, elected officials, employees, attorneys, agents, insurers and self-insurance pool against all liability, claims and demands on account of any injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever arising out of or in any manner connected with the operation of the cannabis establishment that is the subject of the license.

Proposed on _____, 2021.

by Commissioner _____

Passed on _____, 2021.

Vote: Ayes: Commissioners _____

Attest:

Jay Carmona, Chair
Storey County Board of County Commissioners

Vanessa Stephens
Clerk & Treasurer, Storey County

This ordinance will become effective on _____, 2021.

Absent

Commissioners

Nays:

Commissioners



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 7/6/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Resolution No. 21-625, a resolution setting grade and salary range of employees fixed by ordinance or resolution per NRS 245.045 for appointed Storey County officials for the 2021-22 fiscal year and superseding prior year action by resolution for appointed Storey County employees with adjustments to the Chief Deputy Sheriff, Planning Manager, and Senior Services Director positions.
- **Recommended motion:** I, _____, move to approve Resolution No. 21-625, a resolution setting grade and salary range of employees fixed by ordinance or resolution per NRS 245.045 for appointed Storey County officials for the 2021-22 fiscal year and superseding prior year action by resolution for appointed Storey County employees with adjustments to the Chief Deputy Sheriff, Planning Manager, and Senior Services Director positions.
- **Prepared by:** Tobi Whitten

Department:

Contact Number: 775-847-0968

- **Staff Summary:** NRS 245.045 states that the Board has authority to fix the salaries of all appointive officers and employees by the enactment of ordinances or the adoption of resolutions. The proposed resolution conform to the NRS requirement and the Board-approved final budget for the 2021-22 fiscal year.
- **Supporting Materials:** See attached
- **Fiscal Impact:** Unknown
- **Legal review required:** False
- **Reviewed by:**

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

RESOLUTION NO. 21-625

A RESOLUTION SETTING SALARIES OF EMPLOYEES FIXED BY ORDINANCE OR RESOLUTION PER NRS 245.045 FOR APPOINTED OFFICIALS.

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

WHEREAS, for the purposes of NRS 245.045, the Storey County Board of County Commissioners has authority to establish the salaries of all appointed and non-represented County employees by the enactment of a resolution.

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

WHEREAS, the salary grade range of appointed officials and non-represented employees shall be as follows for the 2021-22 fiscal period:

Position	Salary Grade
Administrative Assistant I	Grade 110
Administrative Assistant II	Grade 116
Administrative Assistant III	Grade 119
Administrative Officer	Grade 144
Assistant Public Works Director	Grade 144
Automotive/Equipment Manager	Grade 133
Bailiff/Court Services Officer	Grade 124
Bailiff/Director of Security	Grade 140
Building Official	Grade 144
Chief Deputy District Attorney	Grade 153
Chief Deputy Sheriff	Grade 136 140
Communications Director	Grade 144
Community Development Director	Grade 152
Community Relations Coordinator	Grade 140
Comptroller	Grade 152
Corrections Officer	Grade 117
County Manager	Grade 157
Deputy District Attorney	Grade 152
Dispatch Manager	Grade 140
Emergency Management Director	Grade 140
Event and Site Manager	Grade 124
Fire Marshal	Grade 144

Fire Marshal/Community Development Director	Grade 152
HR Director	Grade 144
HR Generalist	Grade 124
Information Technology Director	Grade 152
Information Technology Officer	Grade 140
Management Analyst I	Grade 129
Management Analyst II	Grade 131
Management Analyst III	Grade 133
Planning Manager	Grade 140 144
Public Works Director	Grade 152
Senior Center Site Manager	Grade 119
Senior Services Director	Grade 133 136
Tourism Director	Grade 152
Tourism Marketing Manager	Grade 135

WHEREAS, the salary grade and step range of casual intermittent part-time positions in the General Salary Schedule (Attachment A) shall be as follows for the 2021-22 fiscal period:

IPT Administrative Assistant I	Grade 110
IPT Administrative Assistant II	Grade 116
IPT Facilities Maintenance Worker	Grade 110
IPT Tourism Assistant	Grade 110
IPT Visitor Liaison	Grade 110
IPT Lifeguard	Grade 97
IPT Pool Supervisor	Grade 105
IPT Park Maintenance Worker	Grade 105
IPT Road Worker	Grade 110
IPT Pool Maintenance Worker	Grade 110
IPT Maintenance Worker/Heavy Equipment Operator	Grade 118

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

WHEREAS, the flat-rate salaries for the positions below shall be set by the Storey County Board of Commissioners as follows:

Emergency Management Director	\$21,678
Government Affairs Director	\$30,000 (salary split 50/50 with SCSD)
Justice of the Peace	\$71,361

WHEREAS, salaries are set by the Nevada Legislature and County Commissioners for elected positions as follows:

Assessor	\$71,361
Commissioners	\$30,806.31
Clerk/Treasurer	\$71,361
District Attorney	\$122,678
Recorder	\$71,361
Sheriff	\$96,937

NOW, THEREFORE BE IT RESOLVED BY THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS, by unanimous vote, to adopt Resolution 21-625 providing for the setting of salaries for the appointed officials and non-represented employees.

This resolution shall be effective on the 1st day of July, 2021.

PROPOSED AND ADOPTED this 6th day of July, 2021.

THOSE VOTING AYE:

THOSE VOTING NAY:

STOREY COUNTY
BOARD OF COUNTY COMMISSIONERS

Jay Carmona, Chairman

ATTEST:

CLERK TO THE BOARD

STOREY COUNTY
GENERAL SALARY SCHEDULE
Step and Grade (Appointed Official and Non-Represented)
2021-2022

	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step		
STEP	1	2	3	4	5	6	7	8	9	10		
GRADE	2080 hours/yr. (40-hour week)											
97	\$ 26,083.20	\$ 26,996.11	\$ 27,940.98	\$ 28,918.91	\$ 29,931.07	\$ 30,978.66	\$ 32,062.91	\$ 33,185.11	\$ 34,346.59	\$ 35,548.72		
98	\$ 26,748.80	\$ 27,685.01	\$ 28,653.98	\$ 29,656.87	\$ 30,694.86	\$ 31,769.18	\$ 32,881.10	\$ 34,031.94	\$ 35,223.06	\$ 36,455.87		
99	\$ 27,435.20	\$ 28,395.43	\$ 29,389.27	\$ 30,417.90	\$ 31,482.52	\$ 32,584.41	\$ 33,724.87	\$ 34,905.24	\$ 36,126.92	\$ 37,391.36		
100	\$ 28,142.40	\$ 29,127.38	\$ 30,146.84	\$ 31,201.98	\$ 32,294.05	\$ 33,424.34	\$ 34,594.20	\$ 35,804.99	\$ 37,058.17	\$ 38,355.20		
101	\$ 28,870.40	\$ 29,880.86	\$ 30,926.69	\$ 32,009.13	\$ 33,129.45	\$ 34,288.98	\$ 35,489.09	\$ 36,731.21	\$ 38,016.80	\$ 39,347.39		
102	\$ 29,619.20	\$ 30,655.87	\$ 31,728.83	\$ 32,839.34	\$ 33,988.71	\$ 35,178.32	\$ 36,409.56	\$ 37,683.89	\$ 39,002.83	\$ 40,367.93		
103	\$ 30,388.80	\$ 31,452.41	\$ 32,553.24	\$ 33,692.61	\$ 34,871.85	\$ 36,092.36	\$ 37,355.59	\$ 38,663.04	\$ 40,016.25	\$ 41,416.82		
104	\$ 31,158.40	\$ 32,248.94	\$ 33,377.66	\$ 34,545.88	\$ 35,754.98	\$ 37,006.40	\$ 38,301.63	\$ 39,642.19	\$ 41,029.66	\$ 42,465.70		
105	\$ 31,948.80	\$ 33,067.01	\$ 34,224.35	\$ 35,422.21	\$ 36,661.98	\$ 37,945.15	\$ 39,273.23	\$ 40,647.80	\$ 42,070.47	\$ 43,542.93		
106	\$ 32,760.00	\$ 33,906.60	\$ 35,093.33	\$ 36,321.60	\$ 37,592.85	\$ 38,908.60	\$ 40,270.40	\$ 41,679.87	\$ 43,138.66	\$ 44,648.52		
107	\$ 33,592.00	\$ 34,767.72	\$ 35,984.59	\$ 37,244.05	\$ 38,547.59	\$ 39,896.76	\$ 41,293.14	\$ 42,738.40	\$ 44,234.25	\$ 45,782.45		
108	\$ 34,444.80	\$ 35,650.37	\$ 36,898.13	\$ 38,189.57	\$ 39,526.20	\$ 40,909.62	\$ 42,341.45	\$ 43,823.40	\$ 45,357.22	\$ 46,944.73		
109	\$ 35,339.20	\$ 36,576.07	\$ 37,856.23	\$ 39,181.20	\$ 40,552.54	\$ 41,971.88	\$ 43,440.90	\$ 44,961.33	\$ 46,534.98	\$ 48,163.70		
110	\$ 36,256.16	\$ 37,525.13	\$ 38,838.50	\$ 40,197.85	\$ 41,604.78	\$ 43,060.94	\$ 44,568.08	\$ 46,127.96	\$ 47,742.44	\$ 49,413.42		
111	\$ 37,162.56	\$ 38,463.25	\$ 39,809.46	\$ 41,202.79	\$ 42,644.89	\$ 44,137.46	\$ 45,682.27	\$ 47,281.15	\$ 48,935.99	\$ 50,648.75		
112	\$ 38,091.62	\$ 39,424.83	\$ 40,804.70	\$ 42,232.86	\$ 43,711.01	\$ 45,240.90	\$ 46,824.33	\$ 48,463.18	\$ 50,159.39	\$ 51,914.97		
113	\$ 39,043.92	\$ 40,410.46	\$ 41,824.82	\$ 43,288.69	\$ 44,803.80	\$ 46,371.93	\$ 47,994.95	\$ 49,674.77	\$ 51,413.39	\$ 53,212.86		
114	\$ 40,020.01	\$ 41,420.71	\$ 42,870.44	\$ 44,370.90	\$ 45,923.88	\$ 47,531.22	\$ 49,194.81	\$ 50,916.63	\$ 52,698.71	\$ 54,543.17		
115	\$ 41,020.51	\$ 42,456.23	\$ 43,942.20	\$ 45,480.18	\$ 47,071.98	\$ 48,719.50	\$ 50,424.69	\$ 52,189.55	\$ 54,016.18	\$ 55,906.75		
116	\$ 42,046.03	\$ 43,517.65	\$ 45,040.76	\$ 46,617.19	\$ 48,248.79	\$ 49,937.50	\$ 51,685.31	\$ 53,494.30	\$ 55,366.60	\$ 57,304.43		
117	\$ 43,097.18	\$ 44,605.58	\$ 46,166.77	\$ 47,782.61	\$ 49,455.00	\$ 51,185.93	\$ 52,977.43	\$ 54,831.64	\$ 56,750.75	\$ 58,737.03		
118	\$ 44,174.61	\$ 45,720.72	\$ 47,320.94	\$ 48,977.17	\$ 50,691.38	\$ 52,465.57	\$ 54,301.87	\$ 56,202.43	\$ 58,169.52	\$ 60,205.45		
119	\$ 45,278.98	\$ 46,863.75	\$ 48,503.98	\$ 50,201.62	\$ 51,958.67	\$ 53,777.23	\$ 55,659.43	\$ 57,607.51	\$ 59,623.77	\$ 61,710.61		
120	\$ 46,410.96	\$ 48,035.34	\$ 49,716.58	\$ 51,456.66	\$ 53,257.64	\$ 55,121.66	\$ 57,050.92	\$ 59,047.70	\$ 61,114.37	\$ 63,253.37		
121	\$ 47,571.22	\$ 49,236.22	\$ 50,959.48	\$ 52,743.07	\$ 54,589.07	\$ 56,499.69	\$ 58,477.18	\$ 60,523.88	\$ 62,642.22	\$ 64,834.69		
122	\$ 48,760.51	\$ 50,467.13	\$ 52,233.48	\$ 54,061.65	\$ 55,953.81	\$ 57,912.20	\$ 59,939.12	\$ 62,036.99	\$ 64,208.29	\$ 66,455.58		
123	\$ 49,979.52	\$ 51,728.80	\$ 53,539.31	\$ 55,413.19	\$ 57,352.65	\$ 59,359.99	\$ 61,437.59	\$ 63,587.91	\$ 65,813.48	\$ 68,116.96		
124	\$ 51,229.01	\$ 53,022.02	\$ 54,877.79	\$ 56,798.51	\$ 58,786.46	\$ 60,843.99	\$ 62,973.53	\$ 65,177.60	\$ 67,458.82	\$ 69,819.88		
125	\$ 52,509.73	\$ 54,347.57	\$ 56,249.73	\$ 58,218.47	\$ 60,256.12	\$ 62,365.08	\$ 64,547.86	\$ 66,807.04	\$ 69,145.28	\$ 71,565.37		
126	\$ 53,822.47	\$ 55,706.25	\$ 57,655.97	\$ 59,673.93	\$ 61,762.52	\$ 63,924.21	\$ 66,161.56	\$ 68,477.21	\$ 70,873.91	\$ 73,354.50		
127	\$ 55,168.03	\$ 57,098.92	\$ 59,097.38	\$ 61,165.79	\$ 63,306.59	\$ 65,522.32	\$ 67,815.60	\$ 70,189.15	\$ 72,645.77	\$ 75,188.37		
128	\$ 56,547.23	\$ 58,526.39	\$ 60,574.81	\$ 62,694.93	\$ 64,889.25	\$ 67,160.38	\$ 69,510.99	\$ 71,943.87	\$ 74,461.91	\$ 77,068.08		
129	\$ 57,960.93	\$ 59,989.56	\$ 62,089.19	\$ 64,262.31	\$ 66,511.50	\$ 68,839.40	\$ 71,248.78	\$ 73,742.48	\$ 76,323.47	\$ 78,994.79		
130	\$ 59,409.94	\$ 61,489.29	\$ 63,641.42	\$ 65,868.87	\$ 68,174.28	\$ 70,560.38	\$ 73,029.99	\$ 75,586.04	\$ 78,231.55	\$ 80,969.65		
131	\$ 60,895.19	\$ 63,026.52	\$ 65,232.45	\$ 67,515.58	\$ 69,878.63	\$ 72,324.38	\$ 74,855.73	\$ 77,475.69	\$ 80,187.33	\$ 82,993.89		
132	\$ 62,417.57	\$ 64,602.18	\$ 66,863.26	\$ 69,203.47	\$ 71,625.59	\$ 74,132.49	\$ 76,727.13	\$ 79,412.57	\$ 82,192.01	\$ 85,068.74		
133	\$ 63,978.00	\$ 66,217.23	\$ 68,534.83	\$ 70,933.55	\$ 73,416.23	\$ 75,985.79	\$ 78,645.30	\$ 81,397.88	\$ 84,246.81	\$ 87,195.45		
134	\$ 65,577.45	\$ 67,872.66	\$ 70,248.21	\$ 72,706.89	\$ 75,251.63	\$ 77,885.44	\$ 80,611.43	\$ 83,432.83	\$ 86,352.98	\$ 89,375.33		
135	\$ 67,216.89	\$ 69,569.48	\$ 72,004.41	\$ 74,524.57	\$ 77,132.93	\$ 79,832.58	\$ 82,626.72	\$ 85,518.66	\$ 88,511.81	\$ 91,609.72		
136	\$ 68,897.31	\$ 71,308.72	\$ 73,804.53	\$ 76,387.68	\$ 79,061.25	\$ 81,828.40	\$ 84,692.39	\$ 87,656.62	\$ 90,724.61	\$ 93,899.97		
137	\$ 70,619.75	\$ 73,091.44	\$ 75,649.64	\$ 78,297.38	\$ 81,037.79	\$ 83,874.11	\$ 86,809.70	\$ 89,848.04	\$ 92,992.72	\$ 96,247.47		
138	\$ 72,385.25	\$ 74,918.73	\$ 77,540.88	\$ 80,254.82	\$ 83,063.73	\$ 85,970.97	\$ 88,979.95	\$ 92,094.25	\$ 95,317.55	\$ 98,653.66		
139	\$ 74,194.88	\$ 76,791.70	\$ 79,479.41	\$ 82,261.19	\$ 85,140.33	\$ 88,120.24	\$ 91,204.45	\$ 94,396.61	\$ 97,700.49	\$ 101,120.01		

STOREY COUNTY
GENERAL SALARY SCHEDULE
Step and Grade (Appointed Official and Non-Represented)
2021-2022

140	\$ 76,049.76	\$ 78,711.50	\$ 81,466.40	\$ 84,317.73	\$ 87,268.85	\$ 90,323.26	\$ 93,484.57	\$ 96,756.53	\$ 100,143.01	\$ 103,648.02		
141	\$ 77,950.99	\$ 80,679.28	\$ 83,503.05	\$ 86,425.66	\$ 89,450.56	\$ 92,581.33	\$ 95,821.67	\$ 99,175.43	\$ 102,646.57	\$ 106,239.20		
142	\$ 79,899.77	\$ 82,696.26	\$ 85,590.63	\$ 88,586.30	\$ 91,686.83	\$ 94,895.86	\$ 98,217.22	\$ 101,654.82	\$ 105,212.74	\$ 108,895.19		
143	\$ 81,897.27	\$ 84,763.67	\$ 87,730.40	\$ 90,800.97	\$ 93,979.00	\$ 97,268.26	\$ 100,672.65	\$ 104,196.20	\$ 107,843.06	\$ 111,617.57		
144	\$ 83,944.71	\$ 86,882.77	\$ 89,923.67	\$ 93,071.00	\$ 96,328.48	\$ 99,699.98	\$ 103,189.48	\$ 106,801.11	\$ 110,539.15	\$ 114,408.02		
145	\$ 86,043.31	\$ 89,054.83	\$ 92,171.75	\$ 95,397.76	\$ 98,736.68	\$ 102,192.47	\$ 105,769.20	\$ 109,471.12	\$ 113,302.61	\$ 117,268.21		
146	\$ 88,194.40	\$ 91,281.20	\$ 94,476.05	\$ 97,782.71	\$ 101,205.10	\$ 104,747.28	\$ 108,413.44	\$ 112,207.91	\$ 116,135.18	\$ 120,199.91		
147	\$ 90,399.26	\$ 93,563.23	\$ 96,837.94	\$ 100,227.27	\$ 103,735.23	\$ 107,365.96	\$ 111,123.77	\$ 115,013.10	\$ 119,038.56	\$ 123,204.91		
148	\$ 92,659.23	\$ 95,902.31	\$ 99,258.89	\$ 102,732.95	\$ 106,328.60	\$ 110,050.10	\$ 113,901.86	\$ 117,888.42	\$ 122,014.52	\$ 126,285.03		
149	\$ 94,975.73	\$ 98,299.88	\$ 101,740.37	\$ 105,301.28	\$ 108,986.83	\$ 112,801.37	\$ 116,749.42	\$ 120,835.65	\$ 125,064.89	\$ 129,442.17		
150	\$ 97,350.11	\$ 100,757.37	\$ 104,283.88	\$ 107,933.81	\$ 111,711.50	\$ 115,621.40	\$ 119,668.15	\$ 123,856.53	\$ 128,191.51	\$ 132,678.21		
151	\$ 99,783.87	\$ 103,276.31	\$ 106,890.98	\$ 110,632.17	\$ 114,504.29	\$ 118,511.94	\$ 122,659.86	\$ 126,952.95	\$ 131,396.31	\$ 135,995.18		
152	\$ 102,278.47	\$ 105,858.21	\$ 109,563.25	\$ 113,397.97	\$ 117,366.90	\$ 121,474.74	\$ 125,726.35	\$ 130,126.77	\$ 134,681.21	\$ 139,395.05		
153	\$ 104,835.43	\$ 108,504.67	\$ 112,302.33	\$ 116,232.91	\$ 120,301.07	\$ 124,511.60	\$ 128,869.51	\$ 133,379.94	\$ 138,048.24	\$ 142,879.93		
154	\$ 107,456.31	\$ 111,217.28	\$ 115,109.88	\$ 119,138.73	\$ 123,308.59	\$ 127,624.39	\$ 132,091.24	\$ 136,714.43	\$ 141,499.44	\$ 146,451.92		
155	\$ 110,142.72	\$ 113,997.72	\$ 117,987.64	\$ 122,117.20	\$ 126,391.30	\$ 130,815.00	\$ 135,393.53	\$ 140,132.30	\$ 145,036.93	\$ 150,113.22		
156	\$ 112,896.30	\$ 116,847.67	\$ 120,937.34	\$ 125,170.14	\$ 129,551.10	\$ 134,085.39	\$ 138,778.37	\$ 143,635.62	\$ 148,662.86	\$ 153,866.06		
157	\$ 115,718.70	\$ 119,768.85	\$ 123,960.76	\$ 128,299.39	\$ 132,789.87	\$ 137,437.51	\$ 142,247.82	\$ 147,226.50	\$ 152,379.43	\$ 157,712.71		
158	\$ 118,611.66	\$ 122,763.07	\$ 127,059.77	\$ 131,506.86	\$ 136,109.60	\$ 140,873.44	\$ 145,804.01	\$ 150,907.15	\$ 156,188.90	\$ 161,655.51		
159	\$ 121,576.96	\$ 125,832.15	\$ 130,236.28	\$ 134,794.55	\$ 139,512.36	\$ 144,395.29	\$ 149,449.13	\$ 154,679.85	\$ 160,093.64	\$ 165,696.92		
160	\$ 124,616.39	\$ 128,977.96	\$ 133,492.19	\$ 138,164.42	\$ 143,000.17	\$ 148,005.18	\$ 153,185.36	\$ 158,546.85	\$ 164,095.99	\$ 169,839.35		
161	\$ 127,731.79	\$ 132,202.41	\$ 136,829.49	\$ 141,618.52	\$ 146,575.17	\$ 151,705.30	\$ 157,014.99	\$ 162,510.51	\$ 168,198.38	\$ 174,085.32		
162	\$ 130,925.09	\$ 135,507.46	\$ 140,250.22	\$ 145,158.98	\$ 150,239.55	\$ 155,497.93	\$ 160,940.36	\$ 166,573.27	\$ 172,403.34	\$ 178,437.45		
163	\$ 134,198.22	\$ 138,895.15	\$ 143,756.49	\$ 148,787.96	\$ 153,995.54	\$ 159,385.38	\$ 164,963.87	\$ 170,737.61	\$ 176,713.43	\$ 182,898.39		
164	\$ 137,553.17	\$ 142,367.53	\$ 147,350.39	\$ 152,507.65	\$ 157,845.42	\$ 163,370.01	\$ 169,087.96	\$ 175,006.04	\$ 181,131.25	\$ 187,470.85		
165	\$ 140,992.00	\$ 145,926.72	\$ 151,034.16	\$ 156,320.35	\$ 161,791.56	\$ 167,454.27	\$ 173,315.17	\$ 179,381.20	\$ 185,659.54	\$ 192,157.62		
*Note: There are no longer 35-hour employees working in Storey County. The column, however, is included for retroactive reference. All employees henceforth are pursuant to the 40-hour workweek schedule.												



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 7/6/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 0 - 5

Agenda Item Type: Consent Agenda

- **Title:** Consideration and possible approval of Business License second readings:
- A. ARCO Construction Co. Inc. – Contractor / 900 N. El Camino Real Ste 305 ~ San Mateo, CA
- B. R.F. MacDonald Company - General / 99 Megabyte Dr. ~ Sparks, NV
- C. Rustic Rope N' Treasures – General / 263 N. C St. Virginia City, NV
- D. Wild Red's – General / 263 N. C St. ~ Virginia City, NV

- **Recommended motion:** Approval

- **Prepared by:** Ashley Mead

Department:

Contact Number: 7758470966

- **Staff Summary:** Second readings of submitted business license applications are normally approved unless, for various reasons, requested to be continued to the next meeting. A follow-up letter noting those to be continued or approved will be submitted prior to the Commission Meeting. The business licenses are then printed and mailed to the new business license holder.

- **Supporting Materials:** See attached

- **Fiscal Impact:** None

- **Legal review required:** False

- **Reviewed by:**

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

- **Board Action:**

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

Storey County Community Development

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



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

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

June 28, 2021

Via Email

Fr: Ashley Mead

Please add the following item(s) to the **July 6, 2021**

COMMISSIONERS Consent Agenda:

SECOND READINGS:

- A. ARCO Construction Co. Inc.** – Contractor / 900 N. El Camino Real Ste 305 ~ San Mateo, CA
- B. R.F. MacDonald Company** - General / 99 Megabyte Dr. ~ Sparks, NV
- C. Rustic Rope N' Treasures** – General / 263 N. C St. Virginia City, NV
- D. Wild Red's** – General / 263 N. C St. ~ Virginia City, NV

Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 7/6/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval to sign the license agreement between Storey County and Sierra Pacific Power Company d/b/a NV Energy allowing the use of a portion of Storey County property in order to run a Community Resource Center ("CRC") in the event of a Public Safety Outage Management ("PSOM") event.
- **Recommended motion:** I (commissioner), move to approve the signing of a license agreement between Storey County and Sierra Pacific Power Company d/b/a NV Energy allowing the use of a portion of Storey County property in order to run a Community Resource Center ("CRC") in the event of a Public Safety Outage Management ("PSOM") event.
- **Prepared by:** Lara Mather

Department:

Contact Number: 7758470986

- **Staff Summary:** To protect NV Energy customers and community from the risk of extreme weather, NV Energy is implementing a Public Safety Outage Management (PSOM) program in extreme fire-risk areas during Nevada wildfire season, starting in June. NV Energy will shut off power in one or more of its extreme fire-risk zones when certain environmental conditions are met and an evaluation of risk is done with guidance from local emergency management teams and other stakeholders. This helps prevent power lines, things that are blown into power lines, and other equipment from causing a wildfire.
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

- **Board Action:**

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

LICENSE AGREEMENT

This License Agreement (“**License**”) is made and entered into as of _____, 2021 by and between Storey County (“**Licensor**”) and Sierra Pacific Power Company d/b/a NV Energy (“**Licensee**”) (individually a “**Party**” and collectively the “**Parties**”).

Licensor owns the property set forth on Exhibit 1 (the “**Property**” or the “**License Area**”). Licensee would like to use all or a portion of the Property in order to run a Community Resource Center (“CRC”) in the event of a Public Safety Outage Management (“PSOM”) event (“**Purpose**”) as set forth in more detail in Exhibit 2.

In consideration of the above recitals, the mutual covenants set forth below, and other good and valuable consideration, the receipt and adequacy of which the Parties acknowledge, Licensor and Licensee agree as follows:

1. License. Licensor hereby gives Licensee, its employees, vendors, contractors and subcontractors a revocable license (a) to use the Property in the area identified in Exhibit 1 for the Purpose; (b) for the right of ingress and egress from and to the License Area for the Purpose only; and (c) to remediate and restore the Property to its before condition.

2. Term; Termination. This License remains in effect until terminated by either party. Licensee may unilaterally terminate the License without penalty upon written notice to Licensor. Licensor may revoke this License in the event of a material breach by Licensee upon 30 days written notice to Licensee or for any reason upon 60 days notice to Licensee.

3. Consideration for License. Licensee will reimburse Licensor for costs as set forth in Exhibit 2 (“**PSOM Agreement Specifications**”) as consideration for this License. The parties agree that good and sufficient consideration has been given otherwise.

4. Insurance. Licensor acknowledges that Licensee is self-insured and has good and sufficient financial backing otherwise. No other insurance coverage shall be required of Licensee.

6. Limitation on Liability. Other than claims arising from Licensee’s negligence or willful misconduct or breach of this agreement, Licensee shall have no liability to Licensor including but not limited to, third-party claims for property damage, personal injury, or death.

7. Law and Venue; Jury Trial Waiver. This Agreement shall be governed by the laws of the State of Nevada with venue in the state and/or federal courts located in Washoe County, Nevada. Each of the Parties irrevocably waive any objection that any of them may now or hereafter have to the bringing of any such action or proceeding in said jurisdiction or venue(s), including any objection to the laying of venue based on the grounds of forum *non conveniens* and any objection based on the grounds of lack of *in personam* jurisdiction. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THE AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY

LICENSE AGREEMENT

TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

8. Relation to Fire District. At all times Licensee shall conduct its activities in such a way as to not interfere with the activities of the Storey County Fire Protection District (District). In this regard, Licensee shall consult with the District prior to commencing operations to determine the needs of the District in conducting its activities.

[Signature Page Follows]

The Parties have caused this License to be executed as of the date listed above.

Sierra Pacific Power Company d/b/a NV Storey County
Energy

Jesse Murray
VP-Gas Delivery

Jay Carmona, Chairman
Board of County Commissioners of Storey
County

LICENSE AGREEMENT

Exhibit 1

License Area

- Storey County Fire Station/Community Center
2610 Cartwright Road
Reno, NV 89521

LICENSE AGREEMENT

Exhibit 2

PSOM Agreement Specifications

1. Use of Facilities: Upon request from the Manager of Community Relations or his/her alternate and if feasible, Storey County will permit NV Energy to use their facility/facilities on a temporary basis as a Community Resource Center (CRC) for the duration of the PSOM event.

2. CRC Management: NV Energy will have primary responsibility for the operation of the CRC and will designate a CRC Manager to lead activities throughout the PSOM event. Storey County senior staff members will coordinate with the CRC Manager regarding the use of the facility. Physical presence of the senior staff member is not required during use of the facility.

3. Use of Volunteers: The CRC Manager may use volunteers from the company, Red Cross or other similar organization to assist with CRC operations depending upon the scope of the PSOM. All volunteers will be under the guidance of the CRC Manager.

4. Condition of Facility: Storey County staff and the CRC Manager will conduct a pre-occupancy survey of the facility before it is opened as CRC. Storey County staff will identify and secure all equipment that should not be used while using the facility. The CRC Manager will exercise reasonable care while using the facility as a CRC and will make no modifications to the Facility without approval of Storey County.

5. Kitchen Use: Upon request by the CRC Manager, and if such resources exist and are available, Storey County will make the kitchen facilities available to feed the CRC occupants. NV Energy will provide all kitchen and serving supplies including prewrapped food and drink items, utensils, napkins and disposable products.

6. Custodial Services: The CRC Manager is responsible for coordination of sanitation of the facility before, during and after the PSOM event. NV Energy will provide cleaning supplies and custodial workers and sanitation services at the CRC.

7. Drive-Through Option: NV Energy may, at its election, organize and operate the PSOM Event as a drive-through event for the purpose of maintaining social distancing or complying with other state and federal mandates or authoritative guidelines for public health crises such as the COVID-19 pandemic. The CRC Manager will provide notice to Storey County if NV Energy elects this option and will provide information on the operational changes it may require.

8. Security: The CRC Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any public safety issues at the CRC. Additionally, a minimum of (1) NV Energy security representative will be on site during operating hours of a CRC.

9. Signage and Publicity: The CRC Manager may post signs within the CRC and will remove such signs when the CRC is closed.

10. Media Relations: Storey County will refer all media questions about the CRC to the CRC Manager. The CRC Manager will remain the point of contact for the County and the media.

11. Notification of CRC Event: NV Energy will provide notification to Storey County about the potential of a PSOM event which will trigger the opening of the CRC no less than eight days prior to such an event, if possible. Storey County acknowledges that a PSOM event, which will require the opening of the CRC, may occur on shorter notice than eight days and it shall not be a breach of this License should such shorter notice be provided by Licensee.

12. Closing the CRC: The CRC Manager will notify Storey County of the closing date for the CRC. Before vacating the facility, the CRC Manager will ensure that all shelter related supplies and equipment have been removed from the

LICENSE AGREEMENT

premises. The CRC Manager and Storey County staff will conduct a post-occupancy inspection to record any concerns.

13. Reimbursement for Expenses; Costs: NV Energy shall reimburse Storey County pursuant to separate fee structure agreed upon by the parties for actual staff time expended to support use of its facility/facilities (CRC) during a PSOM event. In addition Storey County will provide an invoice to NV Energy detailing the hard costs for use of the facility during the event such as restroom supplies, etc.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 7/6/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of entry into set up and monitoring agreement with Delta Fire Systems to install and monitor a fire alarm system for the V & T Freight Depot for a set up fee of \$345.00 and annual service fee of \$1,080.00. The contract is for 12 months subject to automatic renewals for 12 months until terminated.
- **Recommended motion:** I _____ (Commissioner) move to approve the set up and monitoring agreement with Delta Fire Systems for a fire alarm system at the V & T Freight Depot.
- Alternatively, I Commissioner _____ move to ratify the decision of the county manager to approve the contract with Delta Fire Systems for a contract to set up and install a fire alarm system in the V & T Freight Depot.
- **Prepared by:** Keith Loomis

Department:

Contact Number: 775-847-0964

- **Staff Summary:** The County is proposing to enter into a contract with Delta Fire Systems to install and monitor a fire alarm system for the V & T Freight Depot. There is an initial set up fee in the amount of \$345.00 and annual service fees in the total amount of \$1,080.00. The term of the contract is for 12 months subject to annual renewals 12 months until terminated. Delta can increase the service fees after the initial 12 month period upon 30 days notice to the County.
- Again, since the amount of the contract is for less than \$5,000.00, I have advised the County Manager that it is within his authority to sign. If the Board disagrees, I have provided for consideration and possible approval of ratifying the county manager's decision regarding the agreement
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

• **Board Action:**

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

Fire Protection Inspection Proposal

Date: April 22, 2021

Proposal: NV-TE21-0013

Attention: Tim Shropshire

Property: V & T Depot and Virginia City Divide

Address: 136 North E Street and 800 South C Street

Phone: 775-847-1152

Dear Tim,

Delta Fire Systems has prepared the attached Fire Protection Agreement to perform inspections at the above noted property. We have a successful history of providing design engineering, installation, service, inspections and fire alarm monitoring throughout the United States. We provide our customers peace of mind with a high degree of satisfaction through our professional and experienced sales, project management, engineering, installation and service staff.

- Delta Fire Systems service department includes twelve dedicated service technicians, three service contract administrators, a service manager and five service sales individuals.
- 24hour 7 days a week Emergency service is available to all customers
- Testing & Inspections based on NFPA recommendations
- Fully loaded service vehicles with repair parts and service tools
- Our personnel training includes: NICET and CSA
- Local UL Central Station Monitoring.

Our goal is to provide you with service that is unrivaled in the fire and life safety industry by utilizing our knowledge and experience as industry leaders. Delta Fire Systems strives to be the finest systems integrated solutions DFS within the country. From the initial design phase, to the completed on-line system, Delta Fire Systems Fire Protection will be there to meet your needs.

Respectfully,
Tim Edmonston

	Qty	Frequency	Total
Annual Inspection/Fire Alarm System	1	May	\$300.00
V & T Depot	1	May	\$300.00
Justice Court			
Year 1 April 2021-March 2022			
Annual Inspection/Fire Alarm System	1	May	\$300.00
V & T Depot	1	May	\$300.00
Justice Court			
Year 2 April 2022-March 2023			
Annual Inspection/Fire Alarm System	1	May	\$300.00
V & T Depot	1	May	\$300.00
Justice Court			
Year 3 April 2023-March 2024			

Price based on 3 year auto renewing contract, 30-day cancellation policy

Billed Annually \$600.00

Total Amount of Contract \$1,800.00

Inspection Month: Alarms Due in May

Customer's Initials: _____

Services To Be Performed:

Annual Test & Inspection - Fire Alarm System

The system inspection will consist of testing all fire alarm control panels, pull stations, flow and tamper switches, smoke and/or heat detectors, along with the signaling devices. An outline follows:

- Notify the owner of the fire alarm test; disable system i.e.: (audio visual devices, elevator recall systems, air handler shutdowns, door controls, and all other integrated systems.)
- Activate alarms on each zone; perform lamp test; & measure system voltages.
- Visually inspect each manual station; initiate alarms and verify at control panel; reset station and control panel.
- Activate each restorable thermal detector by a rapid temperature increase; allow detector to cool; verify operation and reset control panel.
- Visually inspect each smoke and beam style detector, activate detector with smoke test mechanism or manufacturer approved aerosol testing agent; clean chamber; verify alarm at panel and reset.
- Test each duct mounted detector; verify operation using test switch, smoke or manufacturer approved aerosol testing agent; confirm alarm & AHU shutdown occurs, clean sensing chamber, reset system.
- Close sprinkler gate valves and/or butterfly valves; verify supervisory condition at panel; return all valves to proper operating position.
- Open test fixture on wet-pipe sprinkler systems; verify operation of water-flow switch; verify alarm at panel; verify time meets NFPA 25 requirements; close test fixture and reset panel.
- Verify operation of any and all remote annunciators. Activate alarm, trouble, and supervisory conditions, confirm they are received and displayed properly.

- Verify proper operation of any auxiliary printer, ensure ribbon is in acceptable condition, and verify that paper supply is sufficient.
- Verify panel has correct time and date on display at all annunciators.
- Measure battery voltage; remove primary power and verify transfer to battery power; return primary power and measure battery charge current.
- Visually inspect all audible/visual signals; activate and verify operation of each alarm indicating device that includes horns, speakers, and strobe lights.
- Restore system back to normal operating condition.

Annual Inspection – Central Station Monitoring

Delta Fire Systems will provide 24 hour, UL listed, redundant annual central station monitoring for the Fire Alarm System at the referenced facility to insure proper response to emergencies that may arise due to detection by the Fire Life Safety Systems. The test for this function includes the verification that proper signals are being transmitted to the monitoring company and that the phone lines are being supervised. Please Note: It is the customer's responsibility to provide one primary telephone line and one secondary telephone line to the Fire Alarm Control Panel for proper operation of the monitoring service.

Service Calls and or Repairs:

Below is a breakdown of our contracted customer hourly rates for services performed other than the required preventive maintenance listed in this agreement:

- Regular Service (Monday through Friday, 7:00 AM- 4:00 PM)
\$125.00 per hour, per man (2-hour min.)
- Emergency Service (outside normal working hours, Monday through Saturday)
\$187.50 per hour, per man (4-hour min.)
- Service on Sunday or Holidays. \$250.00 per hour, per man (4-hour min.)
After Hours Please Call: **(775) 359-0396**

Customer's Initials: _____

OTHER TERMS AND LIMITATIONS

1. This Agreement is for inspection services only. If Customer wants DFS to make any repairs, alterations or replacements as a result of the inspection services performed pursuant to this Agreement, such work and the additional compensation to DFS must be specified in a separate written agreement between DFS and Customer.
2. Any additional system equipment added to the Property after the date of this Agreement or not otherwise specified in Section II of this Agreement is not included in the inspection services to be provided pursuant to this Agreement. Inclusion of any such other equipment will require execution of an amendment to this agreement and adjustment of the inspection fee.
3. The inspection services provided by DFS pursuant to this Agreement are limited to an evaluation of the functionality of the equipment identified in Section II above. DFS will not evaluate or express any opinion as to whether the design and/or installation of the system are suitable for the Property or the operations at the Property.
4. DFS's inspection is limited to a visual inspection of external readily accessible parts of the system and will not include every component including but not limited to sprinkler heads, pipe, fittings, hangers, pull stations, smoke detectors, conduit wire or other parts of the system being inspected. DFS will only inspect a representative number or sample of the sprinkler heads, pipes, hangers, valves or other devices and equipment in their current position. THEREFORE, BY CONDUCTING ITS INSPECTION UNDER THIS AGREEMENT, DFS DOES NOT GUARANTEE OR WARRANT THE CONDITION OR OPERATION OF EVERY PIPE, SPRINKLER HEAD OR OTHER PART OF THE FIRE PROTECTION AND/OR FIRE ALARM/SECURITY SYSTEM ON THE PROPERTY.
5. AS A MATERIAL INDUCEMENT FOR DFS TO PROVIDE THE SERVICES SPECIFIED IN THIS AGREEMENT AT THE INSPECTION FEE QUOTED IN THIS AGREEMENT, CUSTOMER AGREES THAT DFS'S LIABILITY TO CUSTOMER AND ALL THIRD PARTIES WITH RESPECT TO ANY CLAIM UNDER THIS AGREEMENT, OR ARISING FROM THE SERVICES FURNISHED BY DFS, SHALL BE LIMITED TO **THE EXTENT OF DFS NEGLIGENCE ACTS OR OMISSIONS**. THE FOREGOING LIMITATION SHALL APPLY TO ALL CLAIMS REGARDLESS OF THE NATURE THEREOF, INCLUDING CLAIMS ASSERTED AS A BREACH OF CONTRACT, A BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR

OTHERWISE. IN NO EVENT SHALL DFS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, OR DAMAGES FOR LOST PROFITS. If Customer desires DFS to accept an increased limit of liability for the services provided under this Agreement, DFS will provide an alternate inspection fee quote reflecting such increased limit, provided, however, that the increased limit shall be effective only upon DFS's and Customer's execution of a replacement agreement confirming the same and Customer's payment of the alternate fee.

6. DFS, following each inspection, will provide to Customer a written "Report of Inspection" ("Report"). If required and/or with prior written authorization, DFS will provide copies of the Report to the local or state authority having jurisdiction on behalf of Customer. If requested by Customer, a copy of the Report will also be forwarded to Customer's insurance DFS. The Report and recommendations, if any, by DFS are only advisory in nature and are intended to assist Customer in reducing the possibility of loss to the Property by indicating obvious defects or impairments to the system(s) which were discovered by DFS's inspection and which should receive prompt attention.
7. Customer agrees to obtain and shall be solely responsible to maintain property and casualty insurance for the Property, all contents therein, and operations performed within or around the Property. No insurance DFS, insurer or bonding DFS or their successors or assigns shall have any right of subrogation or otherwise against DFS arising out of this Agreement or the services provided by DFS pursuant to this Agreement.
8. Customer agrees to indemnify, defend and hold harmless DFS its agents, and employees if not due to the sole negligent acts or omissions of DFS, from and against any and all claims, demands, suits, liabilities, damages, judgments, losses and expenses (including, without limitation, attorneys' fees) which may be asserted against or incurred by DFS by any third party arising out of or related to this Agreement or the services provided by DFS pursuant to this Agreement.
DFS will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc., at the Property, however it is Customer's responsibility to provide sufficient and readily accessible means to accept the full flow of water that may be required by tests as determined by the type of inspection and to take measures to eliminate the formation of ice in any area where a slip and fall hazard could occur.
9. This Agreement may not be assigned by Customer without the written consent of DFS.
10. This Agreement may be signed in counterparts; a signed facsimile, photocopy, and/or electronic mail of this Agreement shall be as binding on both parties just as though this Agreement were executed in its original, pre-printed form.
11. This Agreement constitutes the entire Agreement between DFS and Customer regarding the subject matter hereof and supersedes all prior agreements and understandings relating thereto. Although Customer for its convenience or in furtherance of its internal procedures may issue to DFS a purchase order, order acknowledgement or similar form in connection with the services provided by DFS pursuant to this Agreement, no term or condition in any such form that is different from or in addition to the terms set forth in this Agreement shall be applicable, and all such different or additional terms shall be ineffective and void. This Agreement cannot be amended or modified except by a writing signed by Customer and DFS.
12. Customer acknowledges DFS is relying upon the accuracy of the information regarding Customer and the Property set forth in Sections I of this Agreement. Customer represents that all such information is complete and accurate as of the date on which this Agreement is signed by Customer. Customer will promptly advise DFS in writing of any change to such information.
13. Other inclusions, exclusions, or attachments (if any).

Test and Inspection Service Cost Breakdown

Annual Inspection/Fire Alarm System	Qty	Frequency	Total
Annual Inspection/Fire Alarm System			
V & T Depot	1	May	\$300.00
Justice Court	1	May	\$300.00
Year 1 April 2021-March 2022			
Annual Inspection/Fire Alarm System			
V & T Depot	1	May	\$300.00
Justice Court	1	May	\$300.00
Year 2 April 2022-March 2023			
Annual Inspection/Fire Alarm System			
V & T Depot	1	May	\$300.00
Justice Court	1	May	\$300.00
Year 3 April 2023-March 2024			

*****Price based on 3 year auto renewing contract, 30-day cancellation policy*****

Customer agrees to the sum of: \$600.00 Paid Annually

Total Amount of Contract \$1,800.00

ACCEPTANCE AND SIGNATURE

Customer: Storey County

Delta Fire Systems Co.

NAME: _____

NAME: Tim Edmonston

TITLE: _____

TITLE: Account Manager

DATE: _____

E-MAIL: Tim.Edmonston@deltafiresystems.us

By signing above, Customer acknowledges that it has reviewed, understands and agrees to all terms and conditions of this Agreement including, without limitation, the Scope(s) of Work furnished by DFS with this Agreement.

The inspection fee quoted is for acceptance within thirty (30) days from DFS's presentation of this Agreement to Customer. If not accepted by Customer within such 30-day period, DFS will be pleased to submit a revised quotation. Agreement is not binding on DFS until credit approval for Customer is issued by DFS. If required, a Credit Application is attached.



SET UP AND MONITORING AGREEMENT

This SET UP AND MONITORING AGREEMENT is made this _____ day of _____, _____ by and between Delta Fire Systems, hereinafter referred to as the Service Provider or SP, and _____, hereinafter referred to as Customer.

Set up, Equipment and Monitoring Service: Customer hereby requests Delta Fire Systems to provide the following equipment and/or monitoring services at the address specified (the "Premises"). The equipment to be provided, which will remain owned by SP unless indicated below, and services to be provided are more fully described in the below Schedule of Equipment and Monitoring Services, and SP agrees to provide the same on the terms and conditions of this agreement for the charges specified below:

Site Name: Storey County (2 locations)	Service Site Address: SEE EXHIBIT A Street City State Zip
Parent Company / Property Management Company (if applicable)	
Central Station Call Center AVANTGUARD	Contact # to Place Account on Test: (855) 277-0973
Projected In-Service Date	 ASAP

Monitoring Services

- ☒ Fire
☐ Elevator
☐ Burglar
☐ Hold-Up/Panic
☐ Critical Condition
☐ Other _____

Schedule of Equipment Owned by SP or Customer

- SP ☐ Cust ☐ - Radio Communicator/Transmitter
 SP ☐ Cust ☒ - Cellular/Transmitter
 SP ☐ Cust ☐ - Conventional Dialer Communicator/Transmitter
 SP ☐ Cust ☒ - UDACT Universal Communicator/Transmitter
 SP ☐ Cust ☐ - I.P. Communicator/Transmitter
☐ Other _____

Payment for Set Up/Connection: Customer agrees to pay SP the agreed total amount listed below as a Set Up/Connection Fee upon completion of set up/connection.

Set up/Connection Fee: \$ 345.00

Permits & Plan Review Fee: \$ 0.00

Total Set up: \$ 345.00 *One Time Charge due upon activation*

Annual Service Fee: The Annual Service Fee is \$ (1)480, (1)600 Per Account. # of Accounts: 2

Customer agrees that SP may increase the Annual Service Fee any time after the first twelve months of the Term upon 30 days' prior written notice to Customer.

Payment for Services: Customer agrees to pay the Annual Service Fee as follows:

- ☐ **Annually**, payable on or before the activation date.
☐ **Semi-Annually**, 1/2 payable on or before the activation date, and 1/2 payable on or before the six-month anniversary of the activation date.
☒ **Quarterly**, 1/4 payable on or before the activation date, and 1/4 payable on or before the three, six and nine month's anniversaries of the activation date.



POWERED BY **API Group**

If Customer fails to pay the Annual Service Fee as and when due, SP may discontinue the Monitoring Service upon 30 days' prior written notice to Customer and Authority, if the latter is required. Customer shall pay for all fees to disconnect, notification to disconnect and all costs of collection, including attorneys' fees. All past due fees shall accrue interest at a rate of 18% per annum, or the maximum lawful rate, whichever is less.

Term: This Agreement shall remain in force and effect for an initial term of 12 months from the activation date. Thereafter, this Agreement shall be automatically renewed for consecutive terms of one year each, unless terminated by either party on thirty days' written notice to the other party.

Payment Method:

☐ Credit Card (Auto Pymt)
(See Exhibit B)

☐ Direct Debit (Auto Pymt)
(See Exhibit C)

☐ Invoice

Purchase Order Required:

☐ Yes (PO# _____)

☐ No

Billing & Contact Information

Billing Address:

☐ Same as above

☐ Tax Exempt *If marked, must provide copy of certificate

Billing Name		
Street Address		
City	State	Zip

Contact Person Authorizing Agreement					
Name		Phone#		Email	
Facility Contact * [Must be updated to SP immediately upon any change]					
Name		Phone#		Email	
Billing Contact * [Must be updated to SP upon any change]					
Name		Phone#		Email	
We are going digital with our invoicing & paperwork. Invoice/Billing E-Mail Address: (where to e-mail our invoices)					
Email					

Limitation of Liability; No Warranty: Customer agrees that SP is not an insurer and that no insurance is offered by SP herein. SP is not responsible for any loss or damage caused by or in any way relating to defects or deficiencies in the Customer's equipment or for delays in response time or non-response of police, fire or other authorities. SP makes no representation or warranty that Customer's equipment is free of defects or that Customer's equipment will provide the detection for which it is intended. Upon receipt of a signal from Customer's equipment, SP's sole responsibility shall be to use all reasonable efforts to notify the Customer and the applicable authority in accordance with standard monitoring procedures. SP is not responsible if, for any reason, a signal is not received from Customer's equipment. If there should arise any liability on the part of SP as a result of SP's negligence or failure to perform, the total liability, in



the aggregate, of SP and its officers, directors, employees, agents and parent, shall not exceed the amounts paid pursuant to this Agreement. It is intended that this limitation shall apply, to the fullest extent permitted by law, to any and all liability or cause of action however alleged or arising, and Customer agrees to accept this amount as liquidated damages, and not as a penalty, in complete satisfaction, discharge and release of SP's liability hereunder. If Customer desires to increase this liquidated damage amount, a rider signed by the parties will be attached to this Agreement. **SP HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS SET FORTH BELOW.**

Limited Warranty. If Customer has purchased equipment from SP as noted above, SP warrants that the equipment will be free from defects in material and workmanship for a period of 1 year from the date of activation. If, during the 1-year period, this equipment proves to be defective, it will be repaired or replaced, at SP's sole option, free of charge. This warranty does not apply (a) to any defect caused by damage (other than damage resulting from defect) that occurred while this equipment was in possession of Customer, including damage resulting from accidents, acts of God, alteration misuse, tampering, or abuse; (b) to defects resulting from Customer's failure to follow operating instructions properly; and (c) to problems due to electrical power or telephone service outage. If Customer calls for service under this limited warranty and upon inspection by SP's representative it is found that one or more of the conditions described in the clause (a) through (c) led to the inoperability or apparent inoperability of the equipment, a charge will be made for the service call whether or not SP's representative actually works on the equipment. Should it be necessary to make actual repairs to the equipment due to conditions or circumstances not covered by this limited warranty, a charge will be made for such repairs at SP's then applicable rates for labor and material. Warranty service will be furnished by Service Provider during its normal business hours, 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, holidays excluded.

Extended Warranty. Where SP retains ownership of equipment where indicated above under the schedule of equipment, an extended warranty shall be applicable for materials and labor. This warranty does not apply (a) to any defect caused by damage (other than damage resulting from defect) that occurred while the equipment was in possession of Customer, including damage resulting from accidents, acts of God, alteration misuse, tampering, or abuse; (b) to defects resulting from Customer's failure to follow operating instruction's properly; (c) to problems due to electrical power or telephone service outage, If Customer calls for service under this extended warranty and upon inspection by SP's representative it is found that one or more of the conditions described in the clause (a) through (c) led to the inoperability or apparent inoperability of the equipment, a charge will be made for the service call whether or not SP's representative actually works on the equipment. Should it be necessary to make actual repairs to the equipment due to conditions or circumstances not covered by this extended warranty, a charge will be made for such repairs at SP's then applicable rates for labor and material. Warranty service will be furnished by SP during its normal business hours, 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, holidays excluded.

Indemnification; Insurance: To the fullest extent permitted by law, Customer agrees to defend, indemnify and hold harmless SP and its officers, directors, employees, agents and parent from and against all claims, suits, losses, damages and expenses, including without limitation attorneys' fees, which may be asserted against or incurred by SP arising out of or resulting from the performance or non-performance of the Service, including, without limitation, the active or passive negligence of SP or its officers, directors, employees, agents or parent. Customer shall maintain general liability insurance covering the Premises under which ~~SP shall be named as an additional insured~~ and which shall insure Customer's indemnification obligations hereunder. Customer also shall maintain a policy of property insurance, on a replacement cost basis, covering all risks of loss due to fire, theft, burglary and other casualties, which policy shall waive subrogation as against SP. Said policies shall be primary and non-contributory.

False Alarms. SP shall not be responsible for any fee, charge or assessment imposed by any government authority or other person in connection with any false alarms at the Premises.



Customer Obligations.

- a. Customer shall pay any and all federal, state and local taxes, fees or charges which are imposed upon the Service to be provided herein.
- b. Customer shall provide and maintain during the Term, at Customer's sole cost and expense, any required electrical power or communication transmission services to the Premises, including but not limited to telephone service, cellular network, IP communication and/or radio communication. SP shall not be responsible for any loss of communication services or electrical power.
- c. Customer retains the sole responsibility for the life and safety of all persons occupying the Premises and for protecting against losses to Customer's property located within or adjacent to the Premises.
- d. The prices stated herein for the equipment and Monitoring Services to be provided are based upon the number and type of components, type of equipment, and service specified in the Schedule of Equipment and Service. Should Customer request or require additional equipment protection, equipment or services, the final contract price will be adjusted accordingly.

Assignment. This Agreement may be assigned by Customer to any subsequent occupant of the Premises, so long as SP receives advance written notice of such assignment, and the assignee assumes the obligations of Customer under this Agreement, and all contact information is updated prior to assignment. SP may assign this Agreement at any time provided Customer is notified in writing within ten (10) days following such assignment.

Miscellaneous: This Agreement constitutes the entire agreement with respect to the equipment and monitoring Service. This Agreement is governed by the law of the state where the Premises is located. All disputes shall be governed by binding arbitration administered by the American Arbitration Association, pursuant to its Commercial Arbitration Rules and Mediation Procedures. The parties consent to the joinder of other parties in any such arbitration and to the consolidation of other arbitration proceedings provided there are common questions of law of fact. Any action against SP must be commenced within one (1) year from last date of service. If any provision in this Agreement is unenforceable, that provision will be limited or eliminated only to the extent reasonably necessary so that this Agreement shall otherwise remain enforceable. Customer authorizes SP to convey information regarding the Premises and Customer's equipment to the applicable authorities.

Authority to Sign. The undersigned represents and warrants to SP that the undersigned has the express authority to sign this Agreement and to bind the Customer to the terms of this Agreement.

Customer

By: _____

Print Name: _____

Address: _____

City _____ St _____ Zip _____

Date Signed: _____

Delta Fire Systems

By: _____

Print Name: _____

Title: _____

Sales Rep: _____



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 7/6/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of entry into contract with Delta Fire Systems for fire systems inspections of the V & T Freight Depot for three years at a cost of \$1,800.00 with additional per hour rates for service calls and/or ratification of County Manager's entry into said agreement.
- **Recommended motion:** I _____ (Commissioner) move to approve the entry into an agreement with Delta Fire Systems for inspection of fire systems at the V & T Freight Depot for three years at a cost of \$1,800.00 plus additional expenses for service calls.
- Alternatively, I Commissioner _____ move to ratify the county manager's entry into the contract with Delta Fire Systems for inspection of the fire systems at the V & T Freight Depot for a total cost of \$1,800.00 plus per hour service calls.
- **Prepared by:** Keith Loomis

Department:

Contact Number: 775-847-0964

- **Staff Summary:** The County is seeking to obtain services for the monitoring and testing of the fire safety systems at the V & T Freight Depot. Delta Fire Systems is proposing a three year contract at the rate of \$600.00 per year. Service calls and or repairs will be billed at a rate of \$125.00 for regular service calls (2 hour minimum), \$187.50 per hour for emergency service calls (4 hour minimum) and \$250.00 per hour for Sunday or Holiday calls (4 hour minimum)
- Since the amount of the contract appears to be less than \$5,000.00 I have advised the County Manager that he is authorized to sign the agreement in advance of the Board meeting. If that is not the Board's opinion, then I have provided for an alternative motion to possibly ratify the county manager's decision.
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

Fire Protection Inspection Proposal

Date: April 22, 2021

Proposal: NV-TE21-0013

Attention: Tim Shropshire

Property: V & T Depot and Virginia City Divide

Address: 136 North E Street and 800 South C Street

Phone: 775-847-1152

Dear Tim,

Delta Fire Systems has prepared the attached Fire Protection Agreement to perform inspections at the above noted property. We have a successful history of providing design engineering, installation, service, inspections and fire alarm monitoring throughout the United States. We provide our customers peace of mind with a high degree of satisfaction through our professional and experienced sales, project management, engineering, installation and service staff.

- Delta Fire Systems service department includes twelve dedicated service technicians, three service contract administrators, a service manager and five service sales individuals.
- 24hour 7 days a week Emergency service is available to all customers
- Testing & Inspections based on NFPA recommendations
- Fully loaded service vehicles with repair parts and service tools
- Our personnel training includes: NICET and CSA
- Local UL Central Station Monitoring.

Our goal is to provide you with service that is unrivaled in the fire and life safety industry by utilizing our knowledge and experience as industry leaders. Delta Fire Systems strives to be the finest systems integrated solutions DFS within the country. From the initial design phase, to the completed on-line system, Delta Fire Systems Fire Protection will be there to meet your needs.

Respectfully,
Tim Edmonston

	Qty	Frequency	Total
Annual Inspection/Fire Alarm System	1	May	\$300.00
V & T Depot	1	May	\$300.00
Justice Court			
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Annual Inspection/Fire Alarm System	1	May	\$300.00
V & T Depot	1	May	\$300.00
Justice Court			
Year 2 April 2022-March 2023			
Annual Inspection/Fire Alarm System	1	May	\$300.00
V & T Depot	1	May	\$300.00
Justice Court			
Year 3 April 2023-March 2024			

Price based on 3 year auto renewing contract, 30-day cancellation policy

Billed Annually \$600.00

Total Amount of Contract \$1,800.00

Inspection Month: Alarms Due in May

Customer's Initials: _____

Services To Be Performed:

Annual Test & Inspection - Fire Alarm System

The system inspection will consist of testing all fire alarm control panels, pull stations, flow and tamper switches, smoke and/or heat detectors, along with the signaling devices. An outline follows:

- Notify the owner of the fire alarm test; disable system i.e.: (audio visual devices, elevator recall systems, air handler shutdowns, door controls, and all other integrated systems.)
- Activate alarms on each zone; perform lamp test; & measure system voltages.
- Visually inspect each manual station; initiate alarms and verify at control panel; reset station and control panel.
- Activate each restorable thermal detector by a rapid temperature increase; allow detector to cool; verify operation and reset control panel.
- Visually inspect each smoke and beam style detector, activate detector with smoke test mechanism or manufacturer approved aerosol testing agent; clean chamber; verify alarm at panel and reset.
- Test each duct mounted detector; verify operation using test switch, smoke or manufacturer approved aerosol testing agent; confirm alarm & AHU shutdown occurs, clean sensing chamber, reset system.
- Close sprinkler gate valves and/or butterfly valves; verify supervisory condition at panel; return all valves to proper operating position.
- Open test fixture on wet-pipe sprinkler systems; verify operation of water-flow switch; verify alarm at panel; verify time meets NFPA 25 requirements; close test fixture and reset panel.
- Verify operation of any and all remote annunciators. Activate alarm, trouble, and supervisory conditions, confirm they are received and displayed properly.

- Verify proper operation of any auxiliary printer, ensure ribbon is in acceptable condition, and verify that paper supply is sufficient.
- Verify panel has correct time and date on display at all annunciators.
- Measure battery voltage; remove primary power and verify transfer to battery power; return primary power and measure battery charge current.
- Visually inspect all audible/visual signals; activate and verify operation of each alarm indicating device that includes horns, speakers, and strobe lights.
- Restore system back to normal operating condition.

Annual Inspection – Central Station Monitoring

Delta Fire Systems will provide 24 hour, UL listed, redundant annual central station monitoring for the Fire Alarm System at the referenced facility to insure proper response to emergencies that may arise due to detection by the Fire Life Safety Systems. The test for this function includes the verification that proper signals are being transmitted to the monitoring company and that the phone lines are being supervised. Please Note: It is the customer's responsibility to provide one primary telephone line and one secondary telephone line to the Fire Alarm Control Panel for proper operation of the monitoring service.

Service Calls and or Repairs:

Below is a breakdown of our contracted customer hourly rates for services performed other than the required preventive maintenance listed in this agreement:

- Regular Service (Monday through Friday, 7:00 AM- 4:00 PM)
\$125.00 per hour, per man (2-hour min.)
- Emergency Service (outside normal working hours, Monday through Saturday)
\$187.50 per hour, per man (4-hour min.)
- Service on Sunday or Holidays. \$250.00 per hour, per man (4-hour min.)
After Hours Please Call: **(775) 359-0396**

Customer's Initials: _____

OTHER TERMS AND LIMITATIONS

1. This Agreement is for inspection services only. If Customer wants DFS to make any repairs, alterations or replacements as a result of the inspection services performed pursuant to this Agreement, such work and the additional compensation to DFS must be specified in a separate written agreement between DFS and Customer.
2. Any additional system equipment added to the Property after the date of this Agreement or not otherwise specified in Section II of this Agreement is not included in the inspection services to be provided pursuant to this Agreement. Inclusion of any such other equipment will require execution of an amendment to this agreement and adjustment of the inspection fee.
3. The inspection services provided by DFS pursuant to this Agreement are limited to an evaluation of the functionality of the equipment identified in Section II above. DFS will not evaluate or express any opinion as to whether the design and/or installation of the system are suitable for the Property or the operations at the Property.
4. DFS's inspection is limited to a visual inspection of external readily accessible parts of the system and will not include every component including but not limited to sprinkler heads, pipe, fittings, hangers, pull stations, smoke detectors, conduit wire or other parts of the system being inspected. DFS will only inspect a representative number or sample of the sprinkler heads, pipes, hangers, valves or other devices and equipment in their current position. THEREFORE, BY CONDUCTING ITS INSPECTION UNDER THIS AGREEMENT, DFS DOES NOT GUARANTEE OR WARRANT THE CONDITION OR OPERATION OF EVERY PIPE, SPRINKLER HEAD OR OTHER PART OF THE FIRE PROTECTION AND/OR FIRE ALARM/SECURITY SYSTEM ON THE PROPERTY.
5. AS A MATERIAL INDUCEMENT FOR DFS TO PROVIDE THE SERVICES SPECIFIED IN THIS AGREEMENT AT THE INSPECTION FEE QUOTED IN THIS AGREEMENT, CUSTOMER AGREES THAT DFS'S LIABILITY TO CUSTOMER AND ALL THIRD PARTIES WITH RESPECT TO ANY CLAIM UNDER THIS AGREEMENT, OR ARISING FROM THE SERVICES FURNISHED BY DFS, SHALL BE LIMITED TO **THE EXTENT OF DFS NEGLIGENCE ACTS OR OMISSIONS**. THE FOREGOING LIMITATION SHALL APPLY TO ALL CLAIMS REGARDLESS OF THE NATURE THEREOF, INCLUDING CLAIMS ASSERTED AS A BREACH OF CONTRACT, A BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR

OTHERWISE. IN NO EVENT SHALL DFS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, OR DAMAGES FOR LOST PROFITS. If Customer desires DFS to accept an increased limit of liability for the services provided under this Agreement, DFS will provide an alternate inspection fee quote reflecting such increased limit, provided, however, that the increased limit shall be effective only upon DFS's and Customer's execution of a replacement agreement confirming the same and Customer's payment of the alternate fee.

6. DFS, following each inspection, will provide to Customer a written "Report of Inspection" ("Report"). If required and/or with prior written authorization, DFS will provide copies of the Report to the local or state authority having jurisdiction on behalf of Customer. If requested by Customer, a copy of the Report will also be forwarded to Customer's insurance DFS. The Report and recommendations, if any, by DFS are only advisory in nature and are intended to assist Customer in reducing the possibility of loss to the Property by indicating obvious defects or impairments to the system(s) which were discovered by DFS's inspection and which should receive prompt attention.
7. Customer agrees to obtain and shall be solely responsible to maintain property and casualty insurance for the Property, all contents therein, and operations performed within or around the Property. No insurance DFS, insurer or bonding DFS or their successors or assigns shall have any right of subrogation or otherwise against DFS arising out of this Agreement or the services provided by DFS pursuant to this Agreement.
8. Customer agrees to indemnify, defend and hold harmless DFS its agents, and employees if not due to the sole negligent acts or omissions of DFS, from and against any and all claims, demands, suits, liabilities, damages, judgments, losses and expenses (including, without limitation, attorneys' fees) which may be asserted against or incurred by DFS by any third party arising out of or related to this Agreement or the services provided by DFS pursuant to this Agreement.
DFS will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc., at the Property, however it is Customer's responsibility to provide sufficient and readily accessible means to accept the full flow of water that may be required by tests as determined by the type of inspection and to take measures to eliminate the formation of ice in any area where a slip and fall hazard could occur.
9. This Agreement may not be assigned by Customer without the written consent of DFS.
10. This Agreement may be signed in counterparts; a signed facsimile, photocopy, and/or electronic mail of this Agreement shall be as binding on both parties just as though this Agreement were executed in its original, pre-printed form.
11. This Agreement constitutes the entire Agreement between DFS and Customer regarding the subject matter hereof and supersedes all prior agreements and understandings relating thereto. Although Customer for its convenience or in furtherance of its internal procedures may issue to DFS a purchase order, order acknowledgement or similar form in connection with the services provided by DFS pursuant to this Agreement, no term or condition in any such form that is different from or in addition to the terms set forth in this Agreement shall be applicable, and all such different or additional terms shall be ineffective and void. This Agreement cannot be amended or modified except by a writing signed by Customer and DFS.
12. Customer acknowledges DFS is relying upon the accuracy of the information regarding Customer and the Property set forth in Sections I of this Agreement. Customer represents that all such information is complete and accurate as of the date on which this Agreement is signed by Customer. Customer will promptly advise DFS in writing of any change to such information.
13. Other inclusions, exclusions, or attachments (if any).

Test and Inspection Service Cost Breakdown

Annual Inspection/Fire Alarm System	Qty	Frequency	Total
Annual Inspection/Fire Alarm System			
V & T Depot	1	May	\$300.00
Justice Court	1	May	\$300.00
Year 1 April 2021-March 2022			
Annual Inspection/Fire Alarm System			
V & T Depot	1	May	\$300.00
Justice Court	1	May	\$300.00
Year 2 April 2022-March 2023			
Annual Inspection/Fire Alarm System			
V & T Depot	1	May	\$300.00
Justice Court	1	May	\$300.00
Year 3 April 2023-March 2024			

*****Price based on 3 year auto renewing contract, 30-day cancellation policy*****

Customer agrees to the sum of: \$600.00 Paid Annually

Total Amount of Contract \$1,800.00

ACCEPTANCE AND SIGNATURE

Customer: Storey County

Delta Fire Systems Co.

NAME: _____

NAME: Tim Edmonston

TITLE: _____

TITLE: Account Manager

DATE: _____

E-MAIL: Tim.Edmonston@deltafiresystems.us

By signing above, Customer acknowledges that it has reviewed, understands and agrees to all terms and conditions of this Agreement including, without limitation, the Scope(s) of Work furnished by DFS with this Agreement.

The inspection fee quoted is for acceptance within thirty (30) days from DFS's presentation of this Agreement to Customer. If not accepted by Customer within such 30-day period, DFS will be pleased to submit a revised quotation. Agreement is not binding on DFS until credit approval for Customer is issued by DFS. If required, a Credit Application is attached.



SET UP AND MONITORING AGREEMENT

This SET UP AND MONITORING AGREEMENT is made this _____ day of _____, _____ by and between Delta Fire Systems, hereinafter referred to as the Service Provider or SP, and _____, hereinafter referred to as Customer.

Set up, Equipment and Monitoring Service: Customer hereby requests Delta Fire Systems to provide the following equipment and/or monitoring services at the address specified (the "Premises"). The equipment to be provided, which will remain owned by SP unless indicated below, and services to be provided are more fully described in the below Schedule of Equipment and Monitoring Services, and SP agrees to provide the same on the terms and conditions of this agreement for the charges specified below:

Site Name: Storey County (2 locations)	Service Site Address: SEE EXHIBIT A Street City State Zip
Parent Company / Property Management Company (if applicable)	
Central Station Call Center AVANTGUARD	Contact # to Place Account on Test: (855) 277-0973
Projected In-Service Date	ASAP

Monitoring Services

- ☒ Fire
☐ Elevator
☐ Burglar
☐ Hold-Up/Panic
☐ Critical Condition
☐ Other _____

Schedule of Equipment Owned by SP or Customer

- SP ☐ Cust ☐ - Radio Communicator/Transmitter
 SP ☐ Cust ☒ - Cellular/Transmitter
 SP ☐ Cust ☐ - Conventional Dialer Communicator/Transmitter
 SP ☐ Cust ☒ - UDACT Universal Communicator/Transmitter
 SP ☐ Cust ☐ - I.P. Communicator/Transmitter
☐ Other _____

Payment for Set Up/Connection: Customer agrees to pay SP the agreed total amount listed below as a Set Up/Connection Fee upon completion of set up/connection.

Set up/Connection Fee: \$ 345.00

Permits & Plan Review Fee: \$ 0.00

Total Set up: \$ 345.00 *One Time Charge due upon activation*

Annual Service Fee: The Annual Service Fee is \$ (1)480, (1)600 Per Account. # of Accounts: 2

Customer agrees that SP may increase the Annual Service Fee any time after the first twelve months of the Term upon 30 days' prior written notice to Customer.

Payment for Services: Customer agrees to pay the Annual Service Fee as follows:

- ☐ **Annually**, payable on or before the activation date.
☐ **Semi-Annually**, 1/2 payable on or before the activation date, and 1/2 payable on or before the six-month anniversary of the activation date.
☒ **Quarterly**, 1/4 payable on or before the activation date, and 1/4 payable on or before the three, six and nine month's anniversaries of the activation date.



If Customer fails to pay the Annual Service Fee as and when due, SP may discontinue the Monitoring Service upon 30 days' prior written notice to Customer and Authority, if the latter is required. Customer shall pay for all fees to disconnect, notification to disconnect and all costs of collection, including attorneys' fees. All past due fees shall accrue interest at a rate of 18% per annum, or the maximum lawful rate, whichever is less.

Term: This Agreement shall remain in force and effect for an initial term of 12 months from the activation date. Thereafter, this Agreement shall be automatically renewed for consecutive terms of one year each, unless terminated by either party on thirty days' written notice to the other party.

Payment Method: ☐ Credit Card (Auto Pymt) ☐ Direct Debit (Auto Pymt) ☐ Invoice
(See Exhibit B) (See Exhibit C)

Purchase Order Required: ☐ Yes (PO# _____) ☐ No

Billing & Contact Information

Billing Address: ☐ Same as above ☐ Tax Exempt *If marked, must provide copy of certificate

Billing Name		
Street Address		
City	State	Zip

Contact Person Authorizing Agreement					
Name		Phone#		Email	
Facility Contact * [Must be updated to SP immediately upon any change]					
Name		Phone#		Email	
Billing Contact * [Must be updated to SP upon any change]					
Name		Phone#		Email	
We are going digital with our invoicing & paperwork. Invoice/Billing E-Mail Address: (where to e-mail our invoices)					
Email					

Limitation of Liability; No Warranty: Customer agrees that SP is not an insurer and that no insurance is offered by SP herein. SP is not responsible for any loss or damage caused by or in any way relating to defects or deficiencies in the Customer's equipment or for delays in response time or non-response of police, fire or other authorities. SP makes no representation or warranty that Customer's equipment is free of defects or that Customer's equipment will provide the detection for which it is intended. Upon receipt of a signal from Customer's equipment, SP's sole responsibility shall be to use all reasonable efforts to notify the Customer and the applicable authority in accordance with standard monitoring procedures. SP is not responsible if, for any reason, a signal is not received from Customer's equipment. If there should arise any liability on the part of SP as a result of SP's negligence or failure to perform, the total liability, in



the aggregate, of SP and its officers, directors, employees, agents and parent, shall not exceed the amounts paid pursuant to this Agreement. It is intended that this limitation shall apply, to the fullest extent permitted by law, to any and all liability or cause of action however alleged or arising, and Customer agrees to accept this amount as liquidated damages, and not as a penalty, in complete satisfaction, discharge and release of SP's liability hereunder. If Customer desires to increase this liquidated damage amount, a rider signed by the parties will be attached to this Agreement. **SP HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS SET FORTH BELOW.**

Limited Warranty. If Customer has purchased equipment from SP as noted above, SP warrants that the equipment will be free from defects in material and workmanship for a period of 1 year from the date of activation. If, during the 1-year period, this equipment proves to be defective, it will be repaired or replaced, at SP's sole option, free of charge. This warranty does not apply (a) to any defect caused by damage (other than damage resulting from defect) that occurred while this equipment was in possession of Customer, including damage resulting from accidents, acts of God, alteration misuse, tampering, or abuse; (b) to defects resulting from Customer's failure to follow operating instructions properly; and (c) to problems due to electrical power or telephone service outage. If Customer calls for service under this limited warranty and upon inspection by SP's representative it is found that one or more of the conditions described in the clause (a) through (c) led to the inoperability or apparent inoperability of the equipment, a charge will be made for the service call whether or not SP's representative actually works on the equipment. Should it be necessary to make actual repairs to the equipment due to conditions or circumstances not covered by this limited warranty, a charge will be made for such repairs at SP's then applicable rates for labor and material. Warranty service will be furnished by Service Provider during its normal business hours, 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, holidays excluded.

Extended Warranty. Where SP retains ownership of equipment where indicated above under the schedule of equipment, an extended warranty shall be applicable for materials and labor. This warranty does not apply (a) to any defect caused by damage (other than damage resulting from defect) that occurred while the equipment was in possession of Customer, including damage resulting from accidents, acts of God, alteration misuse, tampering, or abuse; (b) to defects resulting from Customer's failure to follow operating instruction's properly; (c) to problems due to electrical power or telephone service outage, If Customer calls for service under this extended warranty and upon inspection by SP's representative it is found that one or more of the conditions described in the clause (a) through (c) led to the inoperability or apparent inoperability of the equipment, a charge will be made for the service call whether or not SP's representative actually works on the equipment. Should it be necessary to make actual repairs to the equipment due to conditions or circumstances not covered by this extended warranty, a charge will be made for such repairs at SP's then applicable rates for labor and material. Warranty service will be furnished by SP during its normal business hours, 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, holidays excluded.

Indemnification; Insurance: To the fullest extent permitted by law, Customer agrees to defend, indemnify and hold harmless SP and its officers, directors, employees, agents and parent from and against all claims, suits, losses, damages and expenses, including without limitation attorneys' fees, which may be asserted against or incurred by SP arising out of or resulting from the performance or non-performance of the Service, including, without limitation, the active or passive negligence of SP or its officers, directors, employees, agents or parent. Customer shall maintain general liability insurance covering the Premises under which ~~SP shall be named as an additional insured~~ and which shall insure Customer's indemnification obligations hereunder. Customer also shall maintain a policy of property insurance, on a replacement cost basis, covering all risks of loss due to fire, theft, burglary and other casualties, which policy shall waive subrogation as against SP. Said policies shall be primary and non-contributory.

False Alarms. SP shall not be responsible for any fee, charge or assessment imposed by any government authority or other person in connection with any false alarms at the Premises.



Customer Obligations.

- a. Customer shall pay any and all federal, state and local taxes, fees or charges which are imposed upon the Service to be provided herein.
- b. Customer shall provide and maintain during the Term, at Customer's sole cost and expense, any required electrical power or communication transmission services to the Premises, including but not limited to telephone service, cellular network, IP communication and/or radio communication. SP shall not be responsible for any loss of communication services or electrical power.
- c. Customer retains the sole responsibility for the life and safety of all persons occupying the Premises and for protecting against losses to Customer's property located within or adjacent to the Premises.
- d. The prices stated herein for the equipment and Monitoring Services to be provided are based upon the number and type of components, type of equipment, and service specified in the Schedule of Equipment and Service. Should Customer request or require additional equipment protection, equipment or services, the final contract price will be adjusted accordingly.

Assignment. This Agreement may be assigned by Customer to any subsequent occupant of the Premises, so long as SP receives advance written notice of such assignment, and the assignee assumes the obligations of Customer under this Agreement, and all contact information is updated prior to assignment. SP may assign this Agreement at any time provided Customer is notified in writing within ten (10) days following such assignment.

Miscellaneous: This Agreement constitutes the entire agreement with respect to the equipment and monitoring Service. This Agreement is governed by the law of the state where the Premises is located. All disputes shall be governed by binding arbitration administered by the American Arbitration Association, pursuant to its Commercial Arbitration Rules and Mediation Procedures. The parties consent to the joinder of other parties in any such arbitration and to the consolidation of other arbitration proceedings provided there are common questions of law of fact. Any action against SP must be commenced within one (1) year from last date of service. If any provision in this Agreement is unenforceable, that provision will be limited or eliminated only to the extent reasonably necessary so that this Agreement shall otherwise remain enforceable. Customer authorizes SP to convey information regarding the Premises and Customer's equipment to the applicable authorities.

Authority to Sign. The undersigned represents and warrants to SP that the undersigned has the express authority to sign this Agreement and to bind the Customer to the terms of this Agreement.

Customer

By: _____

Print Name: _____

Address: _____

City _____ St _____ Zip _____

Date Signed: _____

Delta Fire Systems

By: _____

Print Name: _____

Title: _____

Sales Rep: _____



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

Meeting date: 7/6/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Update, discussion, and provide direction to county staff and lobbyists regarding SCR 11 (formerly BDR 1109 and 1148) interim legislative committee to study Innovation Zone draft legislation, and other properly related matters.
- **Recommended motion:** I [county commissioner] motion to direct county staff, lobbyists, and professional services to consider appropriate research, analyses, and action on SCR 11 (Innovation Zone interim study) which will best protect and represent the county; to continue opposing separatist government concepts; and to promote economic and land development through existing legal framework and the 2016 Master Plan of Storey County.
- **Prepared by:** Austin Osborne

Department: **Contact Number:** 7758470968

- **Staff Summary:** This item pertains to the interim legislative period in which a fiscal study on regional impacts is being conducted.
- **Supporting Materials:** See attached
- **Fiscal Impact:** none
- **Legal review required:** TRUE
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

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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 neo-traditional and new-urbanistic design as proposed by Blockchains' "Smart-City".***

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

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

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

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

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

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

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

Storey County has been a proven leader in the state in economic development. Removing the county from the proven calculus it formulated may cause adverse economic, social, and environmental impacts to the county and region, and, moreover, may cause the same for the proposals identified in 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)