



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

11/2/2021 10:00 AM

26 SOUTH B STREET, VIRGINIA CITY, NEVADA

AMENDED AGENDA

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

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

***Join Zoom Meeting:**

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

Meeting ID: 597 519 448

Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US

+1 301 715 8592 US

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

Meeting ID: 597 519 448

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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.

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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 November 2, 2021.

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

Consideration and possible approval of the Minutes for September 21, 2021.

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

- I Consideration and for possible action, approval of business license first readings:
 - A. Commerce Construction CO LLP – Contractor / 4050 W. Sunset Rd. ~ Las Vegas, NV
 - B. CraneTech, Inc. – Contractor / 42 E. Freeport Blvd. Unit B ~ Sparks, NV
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 - F. Potluck Nevada, LLC – Food Truck / 545 Crampton St ~ Reno, NV
 - G. QCS, LLC – Contractor / 504 N. Phillippi St. ~ Boise, ID

II Consideration and possible approval of claims in the amount of \$1,113,784.90

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

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

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

9. **DISCUSSION ONLY (No Action):**

Presentation and discussion by John Strahan on a Storey County Veterans' Center project sponsored by the Veterans of Foreign Wars, and recent fundraising methods and efforts at the Tahoe-Reno Industrial Center for this project, and the vision for support of veterans who live in Storey County and/or work at the Tahoe-Reno Industrial Center and otherwise.

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Consideration and possible approval of Memorandum of Understanding (MOU) between Storey County (County) and the Community Chest, Inc. (CCI) for CCI to allow the County to install certain microwave, radio, and other telecommunications equipment on CCI's Community Center building located at 175 East Carson Street, Virginia City, Nevada for use by the County for its adjacent Storey County Swimming Pool, Virginia City Senior Center, Miner's Park, and other area county facilities, and for use by the CCI to provide social and community services to the County; for the CCI to provide electricity costs for that equipment; and for the County to provide CCI certain computer and network technological troubleshooting, repair, and other minor technology services for equipment owned by CCI.

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

Consideration and possible approval of Website Sales Agreement with Revize.Com to replace, update, maintain, and provide for ADA and other compliance of the Storey County official website in the amount of approximately \$10,000 but not to exceed \$15,000 for first year of service, and in the amount of approximately \$22,000 and not to exceed \$35,000 for the remaining three years of service, as specified in the attached agreement.

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

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

Consideration and possible action to approve the purchase of a Dozer and necessary modifications for the Fire District not to exceed \$60,000.

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

Consideration and possible action to approve policy 065, a renewed policy that allows for the paid leave for Coronavirus (COVID-19) related reasons.

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

Consideration and possible action to approve an amendment to the interlocal contract between the public agencies of the State of Nevada Department of Health and Human

Services Division of Health Care Financing and Policy and the Storey County Fire Protection District to increase the maximum amount of reimbursement from \$811,474 to \$2,111,474 due to higher-than-expected cost settlements.

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

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

Consideration and possible approval of Farr West Task Order Number 43 for the Storey County Road Rehabilitation Project for FY 2022 in the amount of \$75,100.00.

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

Consideration and possible approval of Resolution No. 21- 633, 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 Emergency Management Director position.

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

To consider and possibly approve Resolution 21-634 determining that reconveyance of APNs 005-061-41 and APN 005-061-52 to Tahoe Reno Industrial Center LLC is in the best interests of the County and its residents, providing for the issuance of an offer of reconveyance by County to TRI and providing for the execution of a deed of reconveyance if TRI accepts the offer of reconveyance.

20. **RECESS TO CONVENE AS THE BROTHEL LICENSING BOARD OF STOREY COUNTY**

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

Appeal of brothel work card denial of Augusta Taule by the Storey County Sheriff's Office, pursuant to Storey County Code 5.16.220 (G)

22. **RECESS TO RECONVENE AS THE STOREY COUNTY BOARD OF COUNTY COMMISSIONERS**

23. **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.

24. DISCUSSION/FOR POSSIBLE ACTION:

Consideration and possible approval of Business License Second Readings:

A. 48Forty Solutions LLC - Out of County / 7700 Southland Blvd. Ste. 160 ~ Orlando, FL

B. Big Bear Springs - General / 188 S. C St. ~ Virginia City, NV

C. Nevada One Stucco, LLC - Contractor / 17295 Aquamarine Dr. ~ Reno, NV

D. Oskar Septic Service, LLC - Out of County / 15 Thurston Way ~ Yerington, NV

E. Silver Mountain Retreat - General / 465 S. C St. ~ Virginia City, NV

25. PUBLIC COMMENT (No Action)

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

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

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

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By 
Vanessa Stephens Clerk-Treasurer



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By Vanessa Stephens
Vanessa Stephens Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 11/2/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the Agenda for November 2, 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: 11/2/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the Minutes for September 21, 2021.
- **Recommended motion:** Approve or amend as necessary.
- **Prepared by:** Vanessa Stephens

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

- **Staff Summary:** Minutes are attached.
- **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
SEPTEMBER 21, 2021 4:00 P.M.**

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, District Attorney Anne Langer, IT Director James Deane, Comptroller Jennifer McCain, Planner Kathy Canfield, Acting Community Development Director Pete Renaud, Sheriff Antinoro, Deputy District Attorney Keith Loomis, Fire Chief Jeremy Loncar, Justice of the Peace Eileen Herrington, Community Relations Director Lara Mather, Emergency Management Director Joe Curtis, Public Works Director Jason Wierzbicki, Tourism Director Deny Dotson, Communications Director Becky Parsons

1. CALL TO ORDER REGULAR MEETING AT 4:00 P.M.

Meeting was called to order by Chairman Carmona at 4:00 P.M.

2. PLEDGE OF ALLEGIANCE

Commissioner Carmona led those present in the Pledge of Allegiance.

3. DISCUSSION/POSSIBLE ACTION: Approval of Agenda for September 21, 2021.

County Manager Osborne requested Item 10 be moved to October 5, 2021.

Public Comment: None

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

4. CONSENT AGENDA

I For consideration and possible action, approval of claims in the amount of \$2,813,071.21

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

A. Motive Energy Telecommunications - Out of County / 1307 Striker Ave. Ste. 110 ~
Sacramento, CA

III 1st reading for approval of a General Business license for Virginia City Trading Co. 62 N C St.,
Virginia City, NV 89440. Applicants are Kimberly Milzarek & Kody Burrell.

IV Consideration and possible approval of 1st reading a General Business License for Brandy
Dickson, Massage/Therapeutic Services. PO Box 537, Virginia City, NV 89440.

Public Comment: None

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

5. DISCUSSION ONLY (No Action - No Public Comment): Committee/Staff Reports
Sheriff Antinoro:

- Street Vibrations is coming up this weekend. Be prepared for lots of noise and traffic.

Fire Chief Jeremy Loncar:

- Update on recent fires: Some of our resources are back. There is one person and two pieces of equipment dedicated to the Caldor Fire.
- They are holding up staffing here for upcoming events.

Jason Wierzbicki, Public Works Director:

- Still working on shoulders and drainage in Mark Twain.
- They are starting to "gear up" for winter.

Joe Curtis, Emergency Management Director:

- NVEnergy will be conducting a Public Service Outage Management (PSOM) event - where there all indicators for a significant fire due to failure of a power line failure - that NVEnergy would do certain things to shut down power.
- It was thought that an event like this would occur last week in the Highlands, due to high winds. It did not, but the PSOM event that was held proved to be a good exercise to insure (the County) is prepared.
- PSOM events are new in Nevada. They happen regularly in California.
- Talks are being held with the National Weather Service about the upcoming winter. A date will be scheduled for an update on what the weather is supposed to be during this winter. This will be a "zoom" event and all County officials can participate.

Lara Mather, Community Relations Coordinator:

- The Community Project Grant is open. Application deadline is Friday, November 5th. County staff and Commissioners are asked to help get the word out to the community. Contact Lara for information at 847-0986.
- The Community Project Grant is for things that support the community. Such as new playground equipment, walking trails, covered bus stop for the kids. This is the grant for up to \$10,000 for each of our three areas. Lara will help through the process.

Chairman Carmona confirmed this is just a change in the way this money will be requested.

Ms. Mather: It's a change in how it's requested and how it's spent. Once a project is accepted, County staff will take over the project to ensure completion.

- Covid update: We're up to 13 cases last week, up from 8 the previous week. The County continues to be under the stricter mask mandates. The last Covid testing was down in numbers tested.

On behalf of the Senior Center:

- Flu shots will be available: September 30 - Mark Twain Community Center; October 7 - Virginia City Senior Center and Lockwood Senior Center; and October 13th at VC Highlands Fire Station.

VCTC Director Deny Dotson:

- With Street Vibes (inaudible).
- New events coming this fall: Grand Prix, a rodeo, and a "monster truck" event in November.
- The Nevada Recovers framework discussion will be held October 4th with representatives from the Governor's Office. It's important that (the County) has participation on this.

Pete Renaud, Community Development Director:

- A Certificate of Occupancy has been issued for the ThyssenKrupp facility at TRI. They manufacture and install elevators.

County Manager Austin Osborne:

- Another company, Nanotech, is coming to the TRI Center and has purchased 500 acres. This company conducts research, development, and manufacture of lithium batteries.

Vanessa Stephens, County Clerk:

- Storey County hosted the 76th Annual County Fiscal Officers Association conference. Thank you to all departments and organizations who made this a success. It was a great conference.

6. BOARD COMMENT (No Action - No Public Comment): None

Vice Chairman Mitchell:

- Thank you to all County and elected officials who called into a meeting about Innovation Zones. There was a lot of information and participation giving the Legislative Committee a good picture of what's going on in the county to help them evaluate this proposal.
- Excited about Nanotech Energy - not a lithium battery company, but a graphine battery company. This is like pencil lead (graphite) the top layer is graphine, which is really hard, and good at storing energy. Potentially much safer and efficient at charging and holding energy than lithium. Their main production facility, as well as research and development, is being built at TRI.
- Covid cases in the County have been a little higher the last few weeks. With a 30-day average of 1/3 to 1/4 that of surrounding counties. It is up substantially than in previous months. He wants to make sure people know that it is among us and is a little more prevalent than in the past so they can make decisions on how to protect their health.

Chairman Carmona: Staff participation, the hours, and the work put in regarding Innovation Zones is unbelievable. He watched all 6 1/2 hours of the meeting and is very proud of staff and Vice Chairman Mitchell, they did a great job today.

7. DISCUSSION/POSSIBLE ACTION: Presentation and discussion on Western Nevada Development District (WNDD) Regional Broadband Mapping Project, and request for each WNDD member, including Storey County, to contribute \$2,850 to pay for the \$40,000 project cost.

Des Craig, on half of Western Nevada Development District (WNDD), gave a presentation on the Regional Broadband Mapping Project, along with request for Storey County, to contribute \$2,850 to pay for the \$40,000 project cost. Seven municipalities, who are local government members of WNDD, are being asked to contribute the same amount. Mr. Craig reviewed the benefits and needs of broadband connectivity and the Regional Broadband Mapping Project which will produce a map of the WNDD region and identify areas in need of reliable, affordable access to broadband services. This will be a developing, growing, and evolving map.

Vice-Chairman Mitchell: Wants to make sure there is not much "hop skipping around" if this is something we approve.

Chairman Carmona: We're good.

Mr. Osborne concurred.

No public comment.

Motion: I, Commissioner Mitchell, move to approve a contribution not to exceed \$2,850 to Western Nevada Development District (WNDD) to be applied to its \$40,000 project creating a Regional Broadband Map for Storey County and Nevada, and to lend our support to publicizing and promoting said study, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary: Yes=3)**

8. DISCUSSION/POSSIBLE ACTION: Consideration and possible approval of naming of newly acquired Storey County access easement to the Virginia City fairgrounds property.

Senior Planner Kathy Canfield explained the County recently required an access easement going from F Street down to the fairgrounds. The plan is to name that street to assist visitors in finding places. Staff recommends this access be called Fairgrounds Street.

Public Comment:

Jim Hindle, Virginia City resident: A street is usually through - this dead end at the fairgrounds. He suggested Fairgrounds Way as a better way to reference this.

Ms. Canfield: "Street" was chosen because all the streets say "street". There is no objection to "way" or "road" - street was just consistent with the others.

Mr. Osborne: The road will end up connecting to I Street or L Street, so "street" was consistent. Other ideas were discussed.

Mr. Hindle: Understands what Ms. Canfield is saying.

Motion: In accordance with the recommendation by staff I, Commissioner Mitchell, move to approve the name Fairgrounds Street for the access easement located between F Street and I and L Streets, south of Flowery Street right-of-way to access the fairground property within Virginia City, Storey County, Nevada, **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 of 2021-41 Parcel Map request by applicants Larry Ryan, and John and Eileen Herrington. The applicants request to merge three existing 40-acre parcels, Lot 271s, Lot 272s and Lot 278s into one, then resubdivide them to create two approximately 60-acre parcels. The properties are located at 27100, 27200 & 27800 Hillside Road, Virginia Ranches neighborhood of Storey County, Nevada, Assessor's Parcel Numbers 004-271-55, 56 & 69.

Ms. Canfield explained this is a request for merger and re-subdivision of three 40-acre parcels to become two 60-acre parcels. Applicants Ryan and the Herrington's will then each have a 60-acre individual parcel. There is a request to waive the requirement for a tentative map. No comments have been received and the Planning Commission has approved the request. Staff recommends approval.

Public Comment: None

Ms. Canfield read Findings:

This approval is for a Parcel Map to merge three existing 40-acre parcels, Lot 271s, Lot 272s and Lot 278s into one, then resubdivide them to create two approximately 60 acre parcels. The properties are located at 27100, 27200 & 27800 Hillside Road, Virginia Ranches neighborhood of Storey County, Nevada, Assessor's Parcel Numbers 004-271-55, 56 & 69.

The Parcel Map complies with NRS 278.461 through 278.469 relating to Parcel Maps and Chapter 16.30 of the Storey County Code, including the specific criteria outlined in Section 2.D of this staff report.

The Parcel Map complies with all Federal, State, and County regulations pertaining to Parcel Maps.

The Parcel Map will not impose substantial adverse impacts or safety hazards on the abutting properties or the surrounding vicinity.

The Parcel Map will not cause the public to be materially injured.

The conditions of approval for the requested Parcel Map do not conflict with the minimum requirements in Storey County Code Chapters 17.40 E Estates zone or any other Federal, State, or County regulations.

Motion: In accordance with the recommendation by staff and the Planning Commission, the Findings under section 3.A of the Staff Report, and in compliance with all Conditions of Approval, I, Commissioner Mitchell, hereby waive the requirement for a Tentative Map and move to approve a Parcel Map to merge three existing 40 acre parcels, Lot 271s, Lot 272s, and Lot 278s into one, then resubdivide them to create two approximately 60 acre parcels. The properties are located at 27100, 27200 & 2780 Hillside Road, Virginia Ranches neighborhood of Storey County, Nevada, Assessor's Parcel Numbers 004-271-55, 56 & 69, **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 Resolution No. 21-632 honoring retiring Joe Curtis for his service with Storey County and to the residents and businesses of the county.

Continued to October 5, 2021

11. DISCUSSION/POSSIBLE ACTION: Consideration and approval of Storey County Indigent Defense Service Plan designed to meet the requirements of the State of Nevada in accordance with NRS 260.070 and to comply with the Nevada Supreme Court's orders in ADKT 411.

District Attorney Langer reviewed the Storey County plan for indigent defense services. Ms. Langer referred to a lawsuit filed against numerous Nevada counties - not involving Storey County - stating that indigents were not receiving proper services. As a result, the Department of Indigent Defense Services was created.

Storey County uses the Public Defender's Office 95% of the time - this is different from most jurisdictions. The Public Defender's Office has been moved to the Department of Indigent Defense Services (DIDS). DIDS Executive Director Marcie Ryba has been advising the County about the (Indigent Defense Service) plan. There are problems with the plan. Judges were the ones who made decisions regarding who the conflict counsel would be and the expert fees to be paid. Now, it's Ms. Ryba's organization that picks the conflict counsel - paid for by the county.

95% of fees come from cases she manages - that's an inherent conflict of interest.

There's two people - one under the Public Defender's Office and now the person that runs the PD office who get to pick the conflict counsel the County pays for. No impartiality, no oversight. We're not talking about an independent person deciding what's reasonable in a case they are not involved in. There's a "figure head" in the PD office making the decision on these expert fees. The people of the County pay for this with their taxes.

A conflict has been created. The system is out of kilter - we need to look at checks and balances. We need to look at (Storey County's) plan which is identical in nature to Carson City's plan. This would be an independent defense coordinator that would pick the conflict group and pay the expert fee. Our plan is fair and works within the First Judicial District because we use the Public Defender 95%

of the time. The Carson City plan was approved September 16th. We plan to appear before the DIDS court to explain why (Ms. Ryba's) plan doesn't work.

Ms. Langer explained Ms. Ryba will indicate that the County will get money back from DIDS (under a lawsuit) to rectify the indigent problem. (The County) is not part of the lawsuit and not entitled to any money. And this time around in the Legislature, this is unfunded.

Ms. Langer intends to go before the Board in Carson City and straighten this out.

Judge Herrington commented regarding indigency screening.

County Manager Osborne discussed budgetary concerns.

Marcie Ryba, Executive Director of the Department of Indigent Defense Services explained the mission of DIDS. Ms. Ryba reviewed the regulations adopted by the Board of Indigent Services. Ms. Ryba discussed reimbursements received by Storey County for services provided by the Nevada State Public Defender. She explained Storey County can request reimbursement from DIDS for indigent support services performed. She also reviewed Storey County's plan and her recommendations for changes and additions. Ms. Ryba encourages Storey County to use (DIDS) services which would be no cost to the County. She would ask that the plan may be modified to reflect what is already happening in Storey County.

Ms. Langer pointed out that the conflict counsel is head of the Public Defender's Office. Ms. Langer discussed the potential for impropriety and unfairness. Ms. Langer said she has some amendments to the plan and requests the Board approve what she has submitted and see where it goes. She asked for an addition to item 8.I stating that a Judge will have no input regarding selection of counsel.

Commissioner Gilman commented he is inclined to support District Attorney Langer in this issue and believes Storey County should have its plan heard.

Vice Chairman Mitchell summarized his understanding of the District Attorney's plan, which would be approved and submitted to the State. Some of the elements are different than the current plan.

Ms. Langer explained this is the first time we are putting in a plan - these are temporary regulations. She does not believe Ms. Ryba's suggestions fit as she has a conflict of interest. Ms. Langer reviewed the potential conflict and the reasons why the DIDS plan does not work for the County. The (County's) plan is consistent with Carson City's plan.

Vice Chairman Mitchell said he would like to hear from Ms. Ryba, but first asked Ms. Langer to repeat the recommended amendments.

Ms. Langer: Under 8, "I" was added - the Judges of the court will have no input regarding the selection of counsel in a particular case.

Ms. Ryba explained there is required language that must be in the plan. The plan must have the "vertical representation" language - this is missing. She encourages (the Board) to consider this.

There's a requirement to discuss initial appearances and who's going to be there. They want to be sure Storey County's plan complies but there are some concerns. They are open to the County as to who they feel the County's designee should be. This needs to be an agreed upon senior person and part of the judiciary. Regulation 23 states the Public Defender should have the same oversight. Senior Judges would not be an appropriate designee for that decision making authority. Storey County could start the discussion of an appointed counsel administrator. But would it be cost effective, based on the number of cases, to have a counsel administrator or use (DIDS). The plan sets forth how cases are distributed. Ms. Ryba reviewed the process of who is chosen as an indigent defense attorney. Storey County can look at the list and determine if they are fine with it.

Ms. Ryba explained Storey County's options regarding its plan and processes. She encourages the Board to consider language that is missing before submitting to the DIDS Board on October 6th.

Chairman Carmona: What would happen if this is submitted to the DIDS Board and the requested language isn't in there. Will (the County) be asked to resubmit/amend its plan?

Ms. Langer does not agree there is missing language. The plan will be submitted to the DIDS Board. If they say we are not in compliance with DIDS regulations, she will ask for the law. They are only regulations at this point, they are not law. Storey County should be exempt since DIDS runs the Public Defender's Office. This is a new set of regulations that are temporary at this point. We use the Public Defender's Office 95% of the time, and they get to spend our money without any oversight. Therefore, we have our plan - we will see where it goes. These are temporary regulations and hopefully we can convince them of the problem they have.

Vice Chairman Mitchell commented that crafting specifics of a complex plan at a meeting like this is not an efficient way. There is another meeting before October 6th. District Attorney Langer feels strongly about this; Commissioner Gilman backs her on this. He would move to pass it as is and to have further discussion. He did not receive Ms. Ryba's presentation until this afternoon which does not give a lot of time for "crafting".

Chairman Carmona: It was not available to the public either - so that's an issue.

Ms. Langer: It was sent to everyone but me.

Chairman Carmona: Thinks approval of this plan - if there are issues DIDS needs to work out, we can address that later or look at something else, that can be put on the agenda for the October 6th meeting.

Vice Chairman Mitchell does not see an easy resolution that involves substantial changes to what has been presented right now. He is open to conversations with Ms. Ryba to see if something can be worked out. In the meantime, send it as is - if it's kicked back, we deal with it then.

Motion: I, Commissioner Mitchell, move to approve the Storey County Indigent Defense Services Plan designed to meet the requirements of the State of Nevada in accordance with NRS260.070 and to comply with the Nevada Supreme Court's orders in ADKT 411, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

12. DISCUSSION/POSSIBLE ACTION: Consideration and possible approval to apply up to \$250,000 for development of Preliminary Engineering Designs and Environmental Studies as required for the application of funds by the Federal Economic Administration's American Rescue Plan Grants. Funds in the amount of \$250,000 were allocated to sewer and water projects on December 15, 2020, under Ordinance number 20-317.

Lara Mather, Community Relations Coordinator explained we are applying for grants through the Federal Economic Administration. As many as we can do in the time allotted - we will do. Projects are being combined within the water and sewer system. Each application requires preliminary engineering design and environmental study. Getting to the \$250,000 is not anticipated, but we would like to create these requirements and submit them with the grant applications. A pattern is being seen with grants, and from the Federal level this will allow us to be ready for federal grants that are coming down.

No public comment.

Vice-Chairman Mitchell: Are you confident that the expenditure on the front-end is reasonable in proportion to the expected amounts of the grants? More money coming from these grants than what is spent up front?

Ms. Mather said she is confident we are making a wise choice with our dollars/expenditures. The first grant being applied for is \$6 million - it's a competitive grant, not guaranteed. For a cost of about \$25,000, we hope to get \$6 million. This is being seen with requirements on the Federal level - they are granting a lot of money but expecting a lot of information. Preliminary engineering design will show Federal agencies that we fully reviewed, thought out, and came up with the best way to fix the sewer and water problems.

County Manager Osborne clarified - this is engineering that needs to be done anyway and would be applicable regardless of where funding may come from in the future.

Ms. Mather said she is confident we will be getting funding. We are working closely with the Porter Group who is advising on funding that is coming and how to apply for it. If for some reason we didn't, this would still be needed in the future even if the County had to pay for the projects.

Comptroller Jennifer McCain: In the Infrastructure Ordinance, we did plan for preliminary engineering and the kind of reports to get water and sewer projects started. It came around a little quicker than we thought.

Vice Chairman Mitchell asked Mr. Craig from WNDD if he had any thoughts.

Des Craig, WNDD: Endorses what Ms. Mather said. To go after Federal funds, particularly from the Economic Development Administration, they would demand that PER and due diligence are done. This is money well spent.

Motion: I, Commissioner Mitchell, move to approve application of up to \$250,000 for development of Preliminary Engineering Designs and Environmental Studies as required for the application of

funds by the Federal Economic Administration's American Rescue Plan Grants. Funds in the amount of \$250,000 were allocated to sewer and water projects on December 15, 2020, under Ordinance number 20-317, **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 5:45PM
Meeting resumed at 5:59PM

13. DISCUSSION/POSSIBLE ACTION: Consideration and possible approval of a Road Use Agreement between Storey County and Citadel Solar LLC addressing Citadel Solar's use of portions of Canyon Way and Waltham Way in Storey County, Nevada.

Deputy District Attorney Keith Loomis explained this road use agreement between the County and Citadel Solar is for Citadel Solar's proposal to build a utility-level, solar energy farm south of Lockwood. Access to the location will be through use of Canyon Way or Waltham Way. Citadel will use the roadways to bring in equipment, personnel, and supplies - including large, heavy transformers. Citadel will be responsible for repair if this results in damage to Canyon Way and/or Waltham Way, and for any improvements that need to be made for the roads to handle the load. The County will be responsible for maintaining its existing level of maintenance and repair. Citadel will provide insurance and a bond of some type. An adequate source of security, approved by the County, is also required. Construction is expected to last 16 months.

Citadel Solar representative, Linda Bullen: Agrees with everything Mr. Loomis stated. They are prepared to provide the security the County has asked for. It is anticipated construction will start around January 3rd.

No public comment.

Commissioner Mitchell: Is the section of Canyon Way to be used the area that passes by inhabited areas. What about the volume of traffic, and safety? He has no problem with the agreement, just concerned about impact on residents.

Mr. Loomis: This was discussed with Edna Cudworth and Susan King, advising what is being proposed for the road-use agreement with construction materials, personnel, and supplied being hauled up Canyon Way. They said as long as it's not like when the trash company went back and forth "90 times" a day, they do not have a problem with it.

Motion: I, Commissioner Mitchell, move to approve the road use agreement with Citadel Solar LLC, for its use of Canyon Way and Waltham Way in Storey County, Nevada, conditioned on the provision of a security instrument in the amount of \$760,000 acceptable to the County, and authorize the Chairman to sign such agreement, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, (**Summary:** Yes=3)

14. DISCUSSION/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.

Commissioner Gilman recused himself from this item.

Mr. Osborne said Committee #2 occurred today. It was Storey County's turn to provide discussion. Commissioner Mitchell, lobbyist Mary Walker, Sheriff Antinoro, Judge Herrington, Superintendent Todd Hess, Fire Chief Loncar, Comptroller McCain, along with Mr. Osborne, presented various matters. A general summary of Storey County's position was given - including support of technologies, crypto-currencies, and the Painted Rock Development, but opposing separatist government. Concerns with separation of government were discussed. Bill draft issues were brought up, comparing it to the Reedy (?) Creek/Disney World model. There was comparison to other governance systems. Discussion was held regarding housing - what Storey County is currently doing with housing. Storey County's fiscal condition and contributions to the region were discussed. A summary of Painted Rock and what the Master Plan, zoning, contributions, and other communications and actions taken by Storey County over the last 4 to 6 years was presented in support.

Vice Chair Mitchell asked if it was important to re-commit one more time on these instructions.

Mr. Osborne suggested it does not hurt to be the 10th time to reaffirm our position.

Public Comment: None

Motion: I, Commissioner Mitchell, move to direct County staff, lobbyists and professional services to consider appropriate research, analysis, and action on SCR11 Innovation Zone interim study which will best protect and represent the county to continue to oppose separatist government concepts, and to promote economic and land development, including a PUD at Painted Rock, through existing legal framework in the 2016 Master Plan of Storey County, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Chairman Carmona, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=2)

15. DISCUSSION/POSSIBLE ACTION: Consideration and possible action, Business License Second Readings -- Approval

- A. Engineered Products, A Pape' Company - Contractor / 9800 40th Ave. S. ~ Seattle, WA
- B. Nefab Packaging West, LLC - General / 1215 Alexandria Ct. ~ McCarran, NV
- C. Main Vein Coffee Company, LLC - Food Truck / 3025 Idlewild Dr. ~ Reno, NV
- D. Mountain West Heating and Air Conditioning - Contractor / 3025 Eastlake Blvd. ~ Washoe Valley, NV
- E. Papyrus Tax Inc. - General / 198 N. C St. ~ Virginia City, NV
- F. Rental Guys - Out of County / 1720 Nord Ave ~ Chico, CA
- G. Virginia's Mexican Restaurant - General / 65 N. C St. ~ Virginia City, NV

Motion: I, Commissioner Mitchell, move to approve Business License Second Reading, items A through G, **Action:** Approve, **Moved by:** Vice Chairman Mitchell, **Seconded by:** Commissioner Gilman, **Vote:** Motion carried by unanimous vote, **(Summary:** Yes=3)

16. PUBLIC COMMENT (No Action)


Jim Hindle, resident: Apologized for not being present at the last meeting where he was appointed to the Carson River Water Subconservancy District. Thank you to the Board for their vote of confidence.

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

Chairman Carmona adjourned the meeting at 6:12 PM

Respectfully submitted,

By:


Vanessa Stephens Clerk/Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 11/2/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 0-5

Agenda Item Type: Consent Agenda

- **Title:** Consideration and for possible action, approval of business license first readings:
- A. Commerce Construction CO LLP – Contractor / 4050 W. Sunset Rd. ~ Las Vegas, NV
- B. CraneTech, Inc. – Contractor / 42 E. Freeport Blvd. Unit B ~ Sparks, NV
- C. LiNiCo Corporation – General / 2500 Peru Dr. ~ Sparks, NV
- D. Lund Mechanical LLC - Contractor / 345 Ash Springs Ct. ~ Sparks, NV
- E. Zen Stained Glass – Home Business / 198 S. H. St. ~ Virginia City, NV
- F. Potluck Nevada, LLC – Food Truck / 545 Crampton St ~ Reno, NV
- G. QCS, LLC – Contractor / 504 N. Phillippi St. ~ Boise, ID

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

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

- **Board Action:**

☐ Approved

☐ Approved with Modification

<input type="checkbox"/> Denied	<input type="checkbox"/> Continued
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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

October 24, 2021
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **November 2, 2021**

COMMISSIONERS Consent Agenda:

FIRST READINGS:

- A. **Commerce Construction CO LLP** – Contractor / 4050 W. Sunset Rd. ~ Las Vegas, NV
- B. **CraneTech, Inc.** – Contractor / 42 E. Freeport Blvd. Unit B ~ Sparks, NV
- C. **LiNiCo Corporation** – General / 2500 Peru Dr. ~ Sparks, NV
- D. **Lund Mechanical LLC** - Contractor / 345 Ash Springs Ct. ~ Sparks, NV
- E. **Zen Stained Glass** – Home Business / 198 S. H. St. ~ Virginia City, NV
- F. **Potluck Nevada, LLC** – Food Truck / 545 Crampton St ~ Reno, NV
- G. **QCS, LLC** – Contractor / 504 N. Phillippi St. ~ Boise, ID

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: 11/2/2021 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 \$1,113,784.90
- **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: 9/27/2021-10/10/2021

Packet: PRPKT01177 - 2021-10-15 Payroll LS
Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	4	3,302.56
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	169	357,020.32
Total	173	360,322.88

Approved by the Storey County Board of Commissioners:

Chairman

Commissioner

Commissioner

A handwritten signature in black ink, appearing to be "M. C.", written over a horizontal line.

Comptroller

A handwritten signature in black ink, appearing to be "10-21-21", written over a horizontal line.

Date

Treasurer

Date



Check Register

Packet: APPKT03498 - 2021-10-15 Payment LS


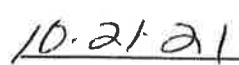
By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
405456	Public Employees Retirement	10/15/2021	EFT	0.00	87,451.42	10229
404869	SCSO EMPLOYEES ASSOCIATIO	10/15/2021	EFT	0.00	540.00	10230
404639	VOYA RETIREMENT INS	10/15/2021	EFT	0.00	11,170.00	10231
300003	AFLAC	10/15/2021	Regular	0.00	1,206.73	104853
300008	AFSCME UNION	10/15/2021	Regular	0.00	498.76	104854
405610	CALIFORNIA STATE DISBERSEMENT	10/15/2021	Regular	0.00	23.07	104855
405519	CIGNA HEALTH & LIFE INSURANCE C	10/15/2021	Regular	0.00	6,770.98	104856
300001	COLONIAL LIFE & ACCIDENT	10/15/2021	Regular	0.00	103.38	104857
404704	DVM INSURANCE AGENCY	10/15/2021	Regular	0.00	86.43	104858
405264	FIDELITY SEC LIFE INS CO	10/15/2021	Regular	0.00	57.32	104859
405263	KANSAS CITY LIFE INS CO	10/15/2021	Regular	0.00	452.86	104860
300011	NEVADA STATE TREASURER	10/15/2021	Regular	0.00	4.00	104861
103233	PUBLIC EMPLY RETIREMENT SYSTEM	10/15/2021	Regular	0.00	388.00	104862
300010	State Collection & Disbursement Un	10/15/2021	Regular	0.00	213.43	104863
300006	Storey Co Fire Fighters Assoc	10/15/2021	Regular	0.00	1,300.00	104864
300005	Washington National Ins	10/15/2021	Regular	0.00	808.53	104865

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	20	13	0.00	11,913.49
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	99,161.42
	26	16	0.00	111,074.91

Approved by the Storey County Board of Commissioners:

Chairman	Commissioner	Commissioner
		
Comptroller		Date
		10.21.21
Treasurer		Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	10/2021	111,074.91
			111,074.91



By Vendor Name

Posting Date Range 10/15/2021 - 10/15/2021

Payment Date Range 10/15/2021 - 10/15/2021

Approved by the Storey County Board of Commissioners:

Commissioner

Date 10-11

Date _____



Check Register

Packet: APPKT03499 - 2021-10-15 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	10/15/2021	EFT	0.00	53,352.14	10232

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	53,352.14
	2	1	0.00	53,352.14

Approved by the Storey County Board of Commissioners:

Chairman

Commissioner

Commissioner


Comptroller

10-21-21
Date

Treasurer

Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	10/2021	53,352.14
			53,352.14



Check Register

Packet: APPKT03530 - 2021-10-22 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						
	Void	10/21/2021	Regular	0.00	0.00	104866
	Void	10/21/2021	Regular	0.00	0.00	104867
	Void	10/21/2021	Regular	0.00	0.00	104868
	Void	10/21/2021	Regular	0.00	0.00	104869
	Void	10/21/2021	Regular	0.00	0.00	104870
	Void	10/21/2021	Regular	0.00	0.00	104871
	Void	10/21/2021	Regular	0.00	0.00	104872
	Void	10/21/2021	Regular	0.00	0.00	104873
	Void	10/21/2021	Regular	0.00	0.00	104874
	Void	10/21/2021	Regular	0.00	0.00	104875
	Void	10/21/2021	Regular	0.00	0.00	104876
	Void	10/21/2021	Regular	0.00	0.00	104877
101589	AIRGAS NCN INC	10/22/2021	Regular	0.00	405.80	104878
403795	ALPINE LOCK INC	10/22/2021	Regular	0.00	42.60	104879
100135	ALSCO INC	10/22/2021	Regular	0.00	244.02	104880
403651	ARC HEALTH AND WELLNESS	10/22/2021	Regular	0.00	599.00	104881
404780	BACKDRAFT OPCO LLC	10/22/2021	Regular	0.00	751.95	104882
404634	BRANDON, RUSSELL D	10/22/2021	Regular	0.00	60.00	104883
403671	BURRELL, SCOTT LEWIS	10/22/2021	Regular	0.00	324.75	104884
103298	CAL-NEVADA TOWING	10/22/2021	Regular	0.00	487.50	104885
404206	CAPITAL SANITATION CO	10/22/2021	Regular	0.00	1,628.78	104886
405831	CARSON NOW LLC	10/22/2021	Regular	0.00	200.00	104887
405669	CARSON TAHOE HEALTH	10/22/2021	Regular	0.00	1,700.00	104888
404216	CARSON VALLEY OIL CO INC	10/22/2021	Regular	0.00	5,224.16	104889
404048	CARSON WATER SUBCONSERVAN	10/22/2021	Regular	0.00	16,091.00	104890
403268	CELLCO PARTNERSHIP	10/22/2021	Regular	0.00	2,676.23	104891
	Void	10/22/2021	Regular	0.00	0.00	104892
405948	CEMEX INC.	10/22/2021	Regular	0.00	225.02	104893
405519	CIGNA HEALTH & LIFE INSURANCE C	10/22/2021	Regular	0.00	19,938.03	104894
99652	COMSTOCK CHRONICLE (VC)	10/22/2021	Regular	0.00	229.59	104895
404833	COMSTOCK FOUNDATION FOR	10/22/2021	Regular	0.00	1,305.00	104896
403887	COMSTOCK GOLD MILL LLC	10/22/2021	Regular	0.00	103.50	104897
406406	COMSTOCK PROPANE	10/22/2021	Regular	0.00	353.12	104898
103220	CURTIS, JOSEPH L.	10/22/2021	Regular	0.00	277.95	104899
404466	DAIHS USA INC	10/22/2021	Regular	0.00	129.90	104900
403825	DEUCE NINE LLC	10/22/2021	Regular	0.00	1,854.87	104901
406220	DIAMOND DIESEL SERVICE, INC	10/22/2021	Regular	0.00	2,885.00	104902
406163	DIVIDE FITNESS, INC	10/22/2021	Regular	0.00	48.00	104903
403722	DPBH-ENVIRONMENTAL HEALTH	10/22/2021	Regular	0.00	8,837.14	104904
404547	ELLIOTT AUTO SUPPLY INC	10/22/2021	Regular	0.00	1,092.02	104905
405986	FARR CONSTRUCTION CORPORATIO	10/22/2021	Regular	0.00	76,902.50	104906
404509	FASTENAL COMPANY	10/22/2021	Regular	0.00	646.12	104907
405264	FIDELITY SEC LIFE INS CO	10/22/2021	Regular	0.00	244.85	104908
404117	FLEET HEATING & AIR INCOR	10/22/2021	Regular	0.00	3,797.20	104909
405969	FLEETPRIDE, INC	10/22/2021	Regular	0.00	500.84	104910
101899	GRAINGER	10/22/2021	Regular	0.00	65.47	104911
103470	GREAT BASIN TERMITE & PES	10/22/2021	Regular	0.00	125.00	104912
102983	HD SUPPLY FACIL MAINT LTD	10/22/2021	Regular	0.00	959.86	104913
403040	HENRY SCHEIN, INC.	10/22/2021	Regular	0.00	261.17	104914
404980	HIGH SIERRA BUSINESS	10/22/2021	Regular	0.00	1,890.20	104915
100826	HISTORIC FOURTH WARD SCHOOL F	10/22/2021	Regular	0.00	123.50	104916
403753	HOT SPOT BROADBAND INC	10/22/2021	Regular	0.00	169.00	104917
405360	HUNTINGTON, ELIZABETH L.	10/22/2021	Regular	0.00	144.00	104918
100978	INTERSTATE OIL CO	10/22/2021	Regular	0.00	3,195.31	104919

Check Register

Packet: APPKT03530-2021-10-22 AP Payments cw

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
405726	IT1 CONSULTING, LLC	10/22/2021	Regular	0.00	3,734.52	104920
403834	IT1 SOURCE LLC	10/22/2021	Regular	0.00	58,753.94	104921
103317	JBP LLC	10/22/2021	Regular	0.00	17.89	104922
403613	JNA CONSULTING GROUP LLC	10/22/2021	Regular	0.00	1,800.00	104923
406428	JOHN CRAIG, PAM TRUST, DEBRA CI	10/22/2021	Regular	0.00	174.93	104924
405263	KANSAS CITY LIFE INS CO	10/22/2021	Regular	0.00	1,131.56	104925
103119	LA PERKS PLUMBING & HEATING IN	10/22/2021	Regular	0.00	751.50	104926
101040	L N CURTIS & SONS	10/22/2021	Regular	0.00	10,368.25	104927
404091	LEWIS, DEBORAH PRINCE	10/22/2021	Regular	0.00	1,116.74	104928
101030	LIFE-ASSIST INC	10/22/2021	Regular	0.00	174.00	104929
404102	LIQUID BLUE EVENTS LLC	10/22/2021	Regular	0.00	6,705.00	104930
404102	LIQUID BLUE EVENTS LLC	10/22/2021	Regular	0.00	1,000.00	104931
405548	LUMOS & ASSOCIATES, INC	10/22/2021	Regular	0.00	4,297.00	104932
405077	MACKAY MANSION	10/22/2021	Regular	0.00	333.00	104933
404786	MANYOSE, MANDY J	10/22/2021	Regular	0.00	2,718.60	104934
406076	MCCORD, ALAN MILLS	10/22/2021	Regular	0.00	231.29	104935
405144	MOTOROLA SOLUTIONS INC	10/22/2021	Regular	0.00	94,501.95	104936
100471	MOUND HOUSE TRUE VALUE	10/22/2021	Regular	0.00	156.29	104937
101335	NEV DEPT TAXATION	10/22/2021	Regular	0.00	188.33	104938
101335	NEV DEPT TAXATION	10/22/2021	Regular	0.00	166.68	104939
101225	NEV DIV OF FORESTRY	10/22/2021	Regular	0.00	9,075.75	104940
404940	NEV HUMAN RESOURCES, LV	10/22/2021	Regular	0.00	2,016.75	104941
102647	NEV PURCHASING DIVISION	10/22/2021	Regular	0.00	8,868.79	104942
101256	NEVADA STATE GRAZING BRD	10/22/2021	Regular	0.00	15.92	104943
402926	OFFSITE DATA DEPOT, LLC	10/22/2021	Regular	0.00	335.47	104944
404118	OPTUMINSIGHT INC	10/22/2021	Regular	0.00	251.25	104945
405127	O'REILLY AUTO ENTERPRISES LLC	10/22/2021	Regular	0.00	225.18	104946
404556	OUTFRONT MEDIA LLC	10/22/2021	Regular	0.00	690.00	104947
403895	PETRINI, ANGELO D	10/22/2021	Regular	0.00	77.00	104948
404849	PRAXAIR DISTRIBUTION INC	10/22/2021	Regular	0.00	398.64	104949
102589	PUBLIC AGENCY COMPENSATION	10/22/2021	Regular	0.00	117,529.50	104950
406483	RADIAL CORPORATION	10/22/2021	Regular	0.00	45.00	104951
404134	RAPID SPACE LLC	10/22/2021	Regular	0.00	278.67	104952
402937	RAY MORGAN CO INC (CA)	10/22/2021	Regular	0.00	677.05	104953
404863	REFUSE, INC	10/22/2021	Regular	0.00	601.66	104954
403952	RENO LUMBER	10/22/2021	Regular	0.00	129.41	104955
403944	RENO TAHOE SPECIALTY INC	10/22/2021	Regular	0.00	78.00	104956
404516	RFI ENTERPRISES INC	10/22/2021	Regular	0.00	2,755.40	104957
200395	SAINT MARYS ARTCENTER INC	10/22/2021	Regular	0.00	22.00	104958
101568	SANI-HUT COMPANY INC	10/22/2021	Regular	0.00	535.20	104959
103241	SBC GLOBAL SERVICES IN LD	10/22/2021	Regular	0.00	50.02	104960
405081	SHERMARK DISTRIBUTORS INC	10/22/2021	Regular	0.00	73.50	104961
404187	SHOAF, BRIAN ALLEN	10/22/2021	Regular	0.00	21.50	104962
102461	SIERRA CONTROL SYSTEMS	10/22/2021	Regular	0.00	31,989.65	104963
406088	SIERRA FUNDING INC	10/22/2021	Regular	0.00	239.48	104964
101630	SIERRA PACIFIC POWER CO	10/22/2021	Regular	0.00	81.59	104965
403234	SPALLONE, DOMINIC J III	10/22/2021	Regular	0.00	114.00	104966
403567	SPARKS ELECTRIC MOTOR REP	10/22/2021	Regular	0.00	1,460.70	104967
101717	ST CO SCHOOL DISTRICT	10/22/2021	Regular	0.00	850.00	104968
405475	STAPLES CONTRACT & COMMERCIA	10/22/2021	Regular	0.00	528.22	104969
102687	STRYKER MEDICAL	10/22/2021	Regular	0.00	2,295.80	104970
405303	SUMMIT PARTNERS LLC	10/22/2021	Regular	0.00	15,055.28	104971
403892	SUN PEAK ENTERPRISES	10/22/2021	Regular	0.00	540.00	104972
405244	SUTTON HAGUE LAW CORP	10/22/2021	Regular	0.00	1,690.00	104973
405124	TERRY, SHIRLEY	10/22/2021	Regular	0.00	876.00	104974
101845	US POSTOFFICE (VC)	10/22/2021	Regular	0.00	200.00	104975
405735	VC TOURS LLC	10/22/2021	Regular	0.00	104.00	104976
403983	VCTC	10/22/2021	Regular	0.00	200.00	104977
403983	VCTC	10/22/2021	Regular	0.00	60.00	104978
403894	VIRGINIA & TRUCKEE RR CO, INC.	10/22/2021	Regular	0.00	2,270.00	104979
406468	VLAMINCK, ARRON DANIEL	10/22/2021	Regular	0.00	100.00	104980

Check Register

Packet: APPKT03530-2021-10-22 AP Payments cw

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
402820	WALKER & ASSOCIATES	10/22/2021	Regular	0.00	4,000.00	104981
103237	WESTERN ENVIRONMENTAL LAB	10/22/2021	Regular	0.00	1,190.00	104982
405919	WILLIAMS, SCOTSMAN, INC	10/22/2021	Regular	0.00	279.06	104983
404295	WELLS ONE COMMERCIAL CARD	10/22/2021	Bank Draft	0.00	22,713.45	DFT0000950

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	163	105	0.00	553,936.86
Manual Checks	0	0	0.00	0.00
Voided Checks	0	13	0.00	0.00
Bank Drafts	29	1	0.00	22,713.45
EFT's	0	0	0.00	0.00
	192	119	0.00	576,650.31

Approved by the Storey County Board of Commissioners:

Chairman

Commissioner

Commissioner


 Comptroller

 10/21/21
 Date

Treasurer

Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	10/2021	576,650.31
			<u>576,650.31</u>



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

Meeting date: 11/2/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Discussion Only/No Possible Action. Presentation and discussion by John Strahan on a Storey County Veterans' Center project sponsored by the Veterans' of Foreign Wars, and recent fundraising methods and efforts at the Tahoe-Reno Industrial Center for this project, and the vision for support of veterans who live in Storey County and/or work at the Tahoe-Reno Industrial Center and otherwise.

- **Recommended motion:** Discussion only, no action.

- **Prepared by:** Austin Osborne

Department:

Contact Number: 7758470968

- **Staff Summary:** John Strahan of VFW Post 8071 in Virginia City will provide a presentation and discussion about a possible project in Storey County for this purpose.
- **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



To all facility managers in TRI

Storey County veterans need your support. I am a combat veteran myself (DESERT STORM). I lost a little brother from severe Post Traumatic Stress conditions after he came home from a full tour commanding soldiers in the Iraq War 2003. We still lose far too many veterans to suicide.

Veterans organizations really help keep veterans alive and coping with post combat issues that many have. It is soothing to us to be around and engaging with fellow veterans. We can often talk with brothers and sisters in arms about things we cannot talk to anyone else about.

The Storey County veterans are launching a project to build a Storey County Veterans Center. This is a serious project and they have put great effort and money of their own into it. They don't need to raise all that much to bring it to reality.

I request you take a look at their project and anything you might be able to do to help, whether a donation or an in-kind contribution of something that would be of use in a veterans center.

This is an important issue. This center will save lives. Thanks for your consideration.

A handwritten signature in black ink, appearing to read "Kris Thompson", with a long horizontal flourish extending to the right.

Kris Thompson
Project Manager
775-685-4195



Veterans of Foreign Wars
Evans-Kendall Post 8071
Virginia City, Nevada



Future Veteran and Community Service Center

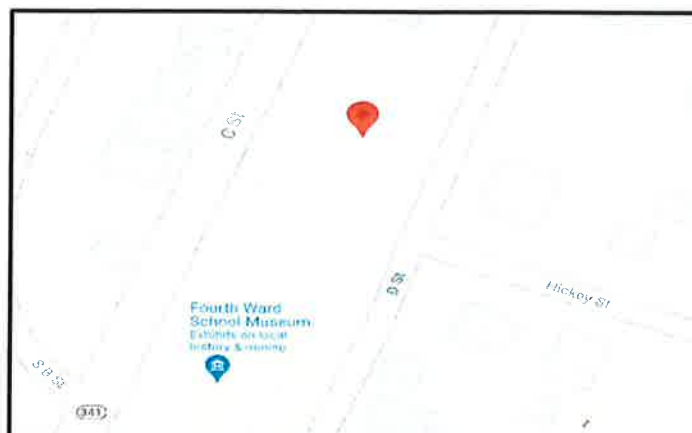
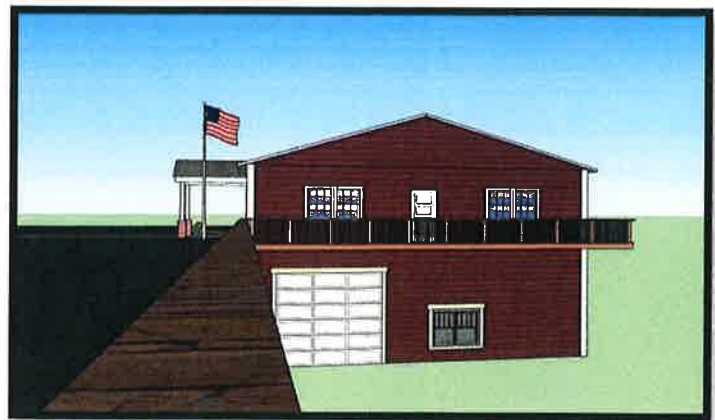
A planned 4,400 sq. ft., two story multi-use facility designed to provide services to Veterans and the local community.



Main Floor

Street level access
Open meeting space
Service kitchen
Multipurpose facility

Lower Level
Admin office
Veteran services office
Community use office
Open meeting space



491 South C Street, Virginia City, NV



Veterans of Foreign Wars
Evans-Kendall Post 8071
Virginia City, Nevada



Post Information

1. Providing Services for 75 Years

- VFW Post 8071, Virginia City, NV was “Mustered In” September 1946.

2. Post Mission

- To foster camaraderie among United States Veterans of overseas conflicts
- To serve our Veterans, the military and our communities
- To advocate on behalf of all Veterans
- To support both Veterans and community members in need

3. Veteran Support

- Trained and Certified Veteran Service Officers in our Post
- Assistance with VA Disability claim process – initial filing to final disposition
- Advocate for earned Veteran Benefits – Health Care, Education, Employment Assistance
- Mental health referrals
- Veteran suicide prevention programs

4. Post Community Service

- Over \$30,000 donated over the past 3 years to local residents and charities
- Recent donation of a passenger van to the Storey County Senior Center
- On-going scholarships to local high school and middle school students
- Continuous “hands-on” support to our seniors with transportation, home repairs, etc.





Veterans of Foreign Wars
Evans-Kendall Post 8071
Post Office Box 693
Virginia City, Nevada 89440-0693

Veteran and Community Service Center
Building Fund

Our Growing List of Proud Donors. . .



MUSK
FOUNDATION





Storey County Board of County Commissioners Agenda Action Report

**Meeting date: 11/2/2021 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of Memorandum of Understanding (MOU) between Storey County (County) and the Community Chest, Inc. (CCI) for CCI to allow the County to install certain microwave, radio, and other telecommunications equipment on CCI's Community Center building located at 175 East Carson Street, Virginia City, Nevada for use by the County for its adjacent Storey County Swimming Pool, Virginia City Senior Center, Miner's Park, and other area county facilities, and for use by the CCI to provide social and community services to the County; for the CCI to provide electricity costs for that equipment; and for the County to provide CCI certain computer and network technological troubleshooting, repair, and other minor technology services for equipment owned by CCI.
- **Recommended motion:** I (commissioner) motion to approve Memorandum of Understanding (MOU) between Storey County (County) and the Community Chest, Inc. (CCI) for CCI to allow the County to install certain microwave, radio, and other telecommunications equipment on CCI's Community Center building located at 175 East Carson Street, Virginia City, Nevada for use by the County for its adjacent Storey County Swimming Pool, Virginia City Senior Center, Miner's Park, and other area county facilities, and for use by the CCI to provide social and community services to the County; for the CCI to provide electricity costs for that equipment; and for the County to provide CCI certain computer and network technological troubleshooting, repair, and other minor technology services for equipment owned by CCI.
- **Prepared by:** Austin Osborne

Department:

Contact Number: 7758470968

- **Staff Summary:** CCI operates a variety of programs providing services to the Storey County community. It owns a building located at 175 East Carson Street in Virginia City, Nevada (Community Center) which is in close proximity to the County swimming pool and to the Virginia City Senior Center. This makes the Community Center a good location on which to locate microwave equipment by which the County can provide services to the swimming pool, to the Senior Center and to other County facilities. The County's IT Department, at times, has excess information technology capability, the provision of which would assist CCI in providing its services to the community. The CCI also provides many of the county's social services including, for instance, telehealth clinic, computer and online access, education, substance abuse, and other support

services for youths, adults, and seniors. This MOU allows the CCI to utilize the high-speed broadband network in an area of town currently not having sufficient high-speed internet capability for these services to be provided effectively and efficiently. Accordingly, it is understood as follows:

- **Supporting Materials:** See attached

- **Fiscal Impact:** In Kind

- **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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (Memorandum) is intended to set forth the understanding of Community Chest Inc., a Nevada nonprofit corporation (CCI) and Storey County, a political subdivision of the State of Nevada (County) as to the provision of information technology services by County's IT Department and the use of CCI property by County's IT Department.

BACKGROUND

CCI operates a variety of programs providing services to the Storey County community. It owns a building located at 175 East Carson Street in Virginia City, Nevada (Community Center) which is in close proximity to the County swimming pool and to the Virginia City Senior Center. This makes the Community Center a good location on which to locate microwave equipment by which the County can provide services to the swimming pool, to the Senior Center and to other County facilities. The County's IT Department, at times, has excess information technology capability, the provision of which would assist CCI in providing its services to the community. The CCI also provides many of the county's social services including, for instance, telehealth clinic, computer and online access, education, substance abuse, and other support services for youths, adults, and seniors. This MOU allows the CCI to utilize the high-speed broadband network in an area of town currently not having sufficient high-speed internet capability for these services to be provided effectively and efficiently. Accordingly, it is understood as follows:

CCI will allow County's IT Department to install microwave equipment on the Community Center Building. The equipment installed will remain the property of the County

and can be removed at any time the County deems appropriate. CCI will provide electricity for the operation of the microwave equipment at its expense. In return, the County's IT Department will provide personal computer services and network troubleshooting and repair services for IT equipment owned or operated by CCI in Storey County. The County will also provide CCI access to the wireless network system so that it may provide community services including county social and support services for youths, adults, and seniors. Should replacement of CCI information technology equipment be required, CCI will be responsible for purchasing the necessary equipment. Should replacement of the County-owned network equipment be required, the County will be responsible for purchasing necessary equipment. Either party may end the services provided pursuant to this Memorandum of Understanding at any time, for any reason or even for no reason at all. The parties respectfully request that the party terminating this understanding provide thirty days notice in advance of the termination.

It is acknowledged that this memorandum sets out the understanding of the parties.

Dated this _____ day of _____, 2021

Community Chest Inc.,

By _____
Eric Schoen, Executive Director

Dated this _____ day of _____, 2021.

Storey County

By _____
Jay Carmona, Chairman
Board of Storey County Commissioners



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 11/2/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of Website Sales Agreement with Revize.Com to replace, update, maintain, and provide for ADA and other compliance of the Storey County official website in the amount of approximately \$10,000 but not to exceed \$15,000 for first year of service, and in the amount of approximately \$22,000 and not to exceed \$35,000 for the remaining three years of service, as specified in the attached agreement.
- **Recommended motion:** I (commissioner) motion to authorize the county manager to sign and approve Website Sales Agreement with Revize.Com to replace, update, maintain, and provide for ADA and other compliance of the Storey County official website in the amount of approximately \$10,000 but not to exceed \$15,000 for first year of service, and in the amount of approximately \$22,000 and not to exceed \$35,000 for the remaining three years of service, as specified in the attached agreement.
- **Prepared by:** Austin Osborne

Department:

Contact Number: 7758470968

- **Staff Summary:** This contract will cause a replacement of the Storey County website. The new website will be much easier for the public to use, will facilitate better records maintenance and publication, and will be compliant with federal ADA and other regulations.
- **Supporting Materials:** See attached
- **Fiscal Impact:** 10,000 first year contract.
- **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

Revize Web Services Sales Agreement

This Sales Agreement is between Storey County, Nevada ("CLIENT") and Revize LLC, aka Revize Software Systems, ("Revize"). Federal Tax ID# 20-5000179 Date: 10-25-2021

CLIENT INFORMATION:		REVIZE LLC:
Company Name:	<u>Storey County</u>	Revize Software Systems
Company Address:	<u>PO Box 176</u>	150 Kirts Blvd.
Company City/State/Zip:	<u>Virginia City, NV 89440</u>	Troy, MI 48084
Contact Name:	<u>Riley Beckwith 775.847.1152</u>	248-269-9263
Billing Dept. Contact:	<u>rbeckwith@storeycounty.org</u>	
CLIENT Website Address:	<u>www.storeycounty.org</u>	

The CLIENT agrees to purchase the following products and services provided by REVIZE:

<u>Quantity</u>	<u>Description</u>	<u>Price</u>
1	Phase 1: Project Planning and Analysis, SOW, onetime fee:	\$500.00
1	Phase 2 – Discovery & Design from Scratch, onetime fee: <ul style="list-style-type: none"> 1 mockup with up to 3 rounds of changes Home page template and inner page design and layout. Includes Unique Design for County Portal/Landing Page 	\$4,000.00
1	Phase 3 & 4 – Revize Template Development, onetime fee: <ul style="list-style-type: none"> Set-up all CMS modules listed in this agreement Integration with all 3rd party web applications 	\$5,500.00
1	Phase 5 – Quality Assurance Testing, onetime fee:	\$1,900.00
1	Phase 6 – Content Migration up to 1,000 webpages & documents: <ul style="list-style-type: none"> Site map development and content migration from old website including spell checking and style corrections 	\$3,700.00
1	Phase 7 –Content Editing Training, onetime fee:	\$900.00
1	Phase 8 – Go Live:	Included
1	Revize Annual Software Subscription, Tech Support, CMS Updates, Website Hosting, Unlimited Users, Unlimited GB website storage, 100GB/Month Bandwidth, SSL Certificate pre-paid annual fee:	\$3,400.00
1	Grand Total First Year	\$19,900.00

Payment Schedule

Payment Amount	Payment Date	Includes
\$ 8,900.00	11/15/2021	1/3 rd of Project Costs + Year 1 of Annual Hosting & Maintenance
\$ 8,900.00	11/15/2022	1/3 rd of Project Costs + Year 2 of Annual Hosting & Maintenance
\$ 8,900.00	11/15/2023	1/3 rd of Project Costs + Year 3 of Annual Hosting & Maintenance
\$ 3,400.00	11/15/2024	Year 4 of Annual Hosting & Maintenance

Terms:

1. Payments: All Invoices are due upon receipt. Work begins upon receiving initial payment.
2. Revize requires a check for the amount listed above to start this project.
3. Additional content migration, if requested, is available for \$3 per web page or document.
4. Additional bandwidth is available at \$360 per year for each additional 50GB per month.
5. Additional website storage is available at \$500 per year for each additional 10GB website storage.
6. This agreement is the only legal document governing this sale & Proper jurisdiction and venue for any legal action or dispute relating to this Agreement shall be the First Judicial District Court in the State of Nevada.
7. Both parties must agree in writing to any changes or additions to this Sales Agreement.
8. CLIENT understands that project completion date is highly dependent on their timely communication with Revize. CLIENT also agrees and understands that;
 - a. The primary communication tool for this project and future tech support is the Revize customer portal found at <https://support.revize.com>.
 - b. During the project, CLIENT will respond to Revize inquiries within 48 hours of the request to avoid any delay in the project timeline.
 - c. CLIENT understands that project timelines will be delayed if they do not respond to Revize inquiries in a timely manner.
9. Revize will provide a free redesign of the website in year 4 of the agreement. This assumes the CLIENT agrees to 4 consecutive years of annual software subscription, tech support, CMS updates, and hosting.
10. CLIENT owns design, content, and will receive periodic updates to the CMS for the life of the contract.
11. Unless otherwise agreed, Revize does not migrate irrelevant records, calendar events, news items, bid results, low quality images, or data that can reasonably be considered non-conforming to new website layout.
12. Storage is limited only to relevant website data. Unreasonably large folders of documents or images are not permitted. Examples include, but are not limited to, plat/property maps, tax records, GIS data, etc.
13. After content migration, CLIENT is responsible for any additional content cleanup. This includes, but is not limited to, resizing photos, reformatting text, replacing photos/icons, consolidating unwanted content, adding future calendar events, and general prep of the site before go live. CLIENT will also have the ability to add new photos, content, and pages.
14. Revize will endeavor to provide a website free of errors up to WCAG 2.1 AA compliant upon go-live. Revize is not responsible for ADA compliance on website content and pdf documents. These are controlled by the CLIENT's website content editors. Further, Revize makes no guarantee of compliance if client makes a request during the process that does not conform to these standards.

Enterprise Revize CMS License

As part of this agreement Revize Software Systems, LLC. will provide to the CLIENT a full Enterprise Revize CMS Software license. This software is a proprietary software built and maintained by Revize Software Systems LLC. and is intended to allow for the CLIENT to easily update the content of their website. CLIENT agrees that this license will only be used to maintain the websites included in this agreement. Sharing of the content management system, by the CLIENT, with other entities not identified in this agreement is prohibited.

Revize will maintain, update, and host the Revize CMS during the contract period. In the event that the contract is terminated, for any reason, Revize will provide the latest version of the Revize CMS to the CLIENT provided all payments for the entire length of the contract is fully paid. This system will then have the ability to be hosted and used by the CLIENT as long as they wish. Revize will provide reasonable support in transferring the CMS system to the CLIENT's decided upon hosting architecture.

Products CLIENT Owns Include:

- Revize CMS License
- Hosted Website
- Source Files
- All Included Revize Web Applications
- Design & Page Content

AGREED TO BY:

CLIENT

REVIZE

Signature of Authorized Person:

Name of Authorized Person:

Thomas Jean

Title of Authorized Person

Project Manager

Date:

Please sign and return to:

Thomas@revize.com

Fax 1-866-346-8880

Revize will integrate the following web applications into your website

Citizen's Communication Center Apps

- Notification Center with Text/Email Alerts
- Bid Posting
- Document Center
- Email Notify
- FAQs
- Job Posting
- Multi use Business Directory
- News Center with Facebook/Twitter Integration
- Online Forms
- Photo Gallery
- Quick Link Buttons
- Revize Web Calendar
- "Share This" Social Media Flyout App
- Sliding Feature Bar
- Language Translator

Citizen's Engagement Center Apps

- Citizen Request Center with Captcha
- Online Bill Pay
- Online Interactive Forms
- RSS Feed

Staff Productivity Apps

- Agenda Posting Center
- Job Posting App
- Image Manager
- iCal Integration
- Link Checker
- Menu Manager
- Online Form Builder
- Staff Directory
- Website Content Archiving
- Website Content Scheduling

Site Administration and Security Features

- Audit Trail
- Auto Site Map Generator
- History Log
- URL Redirect Setup
- Roles and Permission-based Security Mode
- Secure Site Gateway
- Unique Login/Password for each Content Editor
- Web Statistics and Analytics
- Workflows by Department

Mobile Device and Accessibility Features

- Font Size Adjustment
- Alt-Tags
- Responsive Website Design (RWD)



Storey County Board of Fire Commissioners

Agenda Action Report

Meeting date: 11/2/2021

Estimate of time required: 5 Minutes

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** DISCUSSION/POSSIBLE ACTION: To approve the purchase of a Dozer and necessary modifications for the Fire District not to exceed \$60,000.

2. **Recommended motion:** I (Fire Commissioner) move to approve the purchase of a Dozer and necessary modifications for the Fire District not to exceed \$60,000.

3. **Prepared by:** Jeremy Loncar

Department: Fire

Telephone: 847-0954

4. **Staff summary:** A local privately owned dozer has come up for sale that could service Storey County for another 10-15 years. This dozer will require some modifications before it is put into service such as a cab, fire curtains, paint, and A/C. Total cost of the dozer plus the modifications should not exceed \$58,000. This will provide our fire district with a second dozer to always ensure that we have a dozer within our county for an immediate response to any emergency that may arise. The second dozer will be utilized for out of county fires and based on a single fire in 2020 that was from July 6th to July 15th, we billed \$39,535.50 for just equipment on that fire. The dozer program with Storey County has been extremely successful and in previous years had 3 dozers. We currently only have one that does need some maintenance performed in the upcoming years. By acquiring the second dozer, we can ensure that we rotate their usage, have a dozer ready for emergencies when the other one is getting maintenance performed, and increase our program at a minimal cost. A new D6 dozer would cost over \$400,000 to purchase. Comptroller McCain has approved this and will augment the budget in June.

5. **Supporting materials:** See attached

6. **Fiscal impact:**

Funds Available:

Fund: 250

☒ Comptroller

7. **Legal review required:**

☐ District Attorney

8. **Reviewed by:**

☒ JL Department Head

Department Name: Fire District

☐ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No.



Storey County Board of Fire Commissioners Agenda Action Report

Meeting date: November 2, 2021

Estimate of time required: 5 minutes

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

1. **Title:** DISCUSSION/POSSIBLE ACTION: Approval of policy 065, a renewed policy that allows for the paid leave for Coronavirus (COVID-19) related reasons.

2. **Recommended motion:** I (Fire Commissioner) move to approve policy 065, Leave for Coronavirus (COVID-19) Related Reasons as presented.

3. **Prepared by:** Jeremy Loncar

Department: Fire

Telephone: 847-0954

4. **Staff summary:** This policy is an update to a previously approved policy 065 which provided emergency paid sick leave for COVID-19. This policy would be retroactive to July 1st 2021 and expire on December 31st 2021, or at the declaration of the end of the COVID-19 public health emergency, or the state or federal government take other actions regarding employee paid leave for COVID-19.

5. **Supporting materials:** Draft policy 065.

6. **Fiscal impact:**

Funds Available: N/A

Fund: _____ Comptroller

7. **Legal review required:**

_____ District Attorney

8. **Reviewed by:**

☒ Department Head

Department Name: Fire District

_____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.

**STOREY COUNTY FIRE DISTRICT
POLICIES AND PROCEDURES**

NUMBER: 065
EFFECTIVE: 04/07/20
REVISED: ~~01/19/21~~10/19/21
EXPIRATION: 12/31/21
AUTHORITY: BOFC
FIRE CHIEF: JL

SUBJECT: Leave for Coronavirus (COVID-19) Related Reasons

1. PURPOSE:

This policy extends eligible employees protected leave for qualified reasons related to COVID-19.

This policy will remain in effect until:

- 12:00 p.m. on ~~June 30~~December 31, 2021, OR
- the state or federal government declare the end of the COVID-19 public health emergency, OR
- the state or federal government take other action regarding employee paid leave for COVID-19;

whichever occurs sooner.

2. Emergency Paid Sick Leave (EPSL)

2.1 Policy

Full-time employees will receive up to a total of 80 hours ~~for 40-hour employees and 96 hours for line staff,~~ of emergency paid sick leave (measured backward) retroactive to ~~April 7 2020~~June 1st, 20202021.- Part-time employees will receive the number of hours equal to the number of hours s/he works on average over two weeks. If a part-time, seasonal, casual, or temporary employee works varying hours to such an extent that the District is unable to determine with certainty the number of hours the employee would have worked if leave had not been taken, the District will look at the average number of hours the employee was scheduled over the past six months; or if the employee had not worked the past six months, the District will use the reasonable expectation of the number of hours the employee would normally be scheduled to work.

2.2 Reasons for Leave

EPSL may be granted to employees who are unable to work or telework due to the following reasons:

- (1) The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19
- (2) The employee has been advised by a health care provider to self-quarantine due to COVID-19 concerns.
- (3) The employee is experiencing symptoms of COVID-19 and seeking medical diagnosis.

- (4) The employee is caring for an individual who is subject to a federal, state, or local quarantine or isolation order related to COVID-19 or has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.

2.3 Employee Eligibility

With exceptions, all employees are eligible for EPSL, regardless of status.

Health care providers and emergency responders may be excluded from the application of EPSL. The District will provide EPSL for conditions 1-3 in 2.2 above. EPSL will not be provided for condition 4 in 2.2 above.

For the purposes of this policy an emergency responder is an employee who is necessary for the provision of transport, care, health care, comfort, and nutrition of such patients, or whose services are otherwise needed to limit the spread of COVID-19 (within Storey County this includes the Senior Center Director). This includes but is not limited to military or national guard, law enforcement officers, correctional institution personnel, fire fighters, emergency medical services personnel, physicians, nurses, public health personnel, emergency medical technicians, paramedics, emergency management personnel (within Storey County this includes the Emergency Management Director and Community Relations Coordinator), 911 operators, public works personnel (within Storey County this includes water, sewer, roads, service, buildings and grounds, and parks/pool), and persons with skills or training in operating specialized equipment or other skills needed to provide aid in a declared emergency as well as individuals who work for such facilities employing these individuals and whose work is necessary to maintain the operation of the facility (within Storey County this includes the County Manager, Comptroller, Administrative Officer/HR Director, and Fire Marshal). This also includes any individual that the highest official of a state or territory, including the District of Columbia, determines is an emergency responder necessary for that state's or territory's or the District of Columbia's response to COVID-19.

2.4 Compensation During Leave

2.4.1 Employees will receive 100% of their regular rate of pay for reasons related to the employee's own quarantine, isolation, or symptoms of COVID-19 (reasons 1-3 in section 2.2 above) up to a maximum of \$511 per day.

2.4.2 Employees will receive 2/3 of their regular rate of pay for reasons related to the employee's need to care for an individual who is in isolation or quarantined, or to care for a minor child due to a school/childcare closure, or the employee is experiencing any other substantially similar condition (reasons 4-6 in section 2.2 above) up to a maximum of \$200 per day.

2.4.3 Employees may substitute comp time, annual leave or sick leave for the pay not covered by the EPSL. Once accrued leave is depleted, the remainder of the leave period will consist of unpaid leave for the pay not covered by EPSL.

2.5 Notice of Leave

An employee intending to take EPSL shall give notice as soon as practicable.

2.6 Certification

The District will comply with applicable law whenever it requests certification or documentation supporting the employee's eligibility for leave under this policy. Before returning to work, employees

should be symptom free and meet the criteria for discontinuing home isolation as advised by the employee's healthcare providers and state and local health departments. Employees who take leave to care for an individual with COVID-19 should also follow CDC recommended precautions before returning to work.

2.7 Carryover

EPSL under this policy does not carry over from CY 2021 to ~~2021-2022~~ 2022 providing the employee has not used the 80-hour qualifying allotment. Subject to the duration limitations set forth in Section 2.1, an employee will no longer be eligible for any EPSL beginning on the employee's next scheduled shift immediately following the termination of the need for EPSL.



Storey County Board of Fire Commissioners

Agenda Action Report

Meeting date: November 2nd 2021
Minutes

Estimate of time required: 10

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** DISCUSSION/POSSIBLE ACTION: To approve an amendment to the Interlocal Contract Between Public Agencies between the State of Nevada Department of Health and Human Services Division of Health Care Financing and Policy and the Storey County Fire Protection District to increase the maximum amount of reimbursement from \$811,474 to \$2,111,474 due to higher-than-expected cost settlements.

2. **Recommended motion:** I (Fire Commissioner) move to approve Amendment #1 of the Interlocal Contract between The State of Nevada Department of Health and Human Services Division of Health Care Financing and Policy and the Storey County Fire Protection District and authorize the District Fire Chief to sign.

3. **Prepared by:** Jeremy Loncar

Department: Fire

Telephone: 847-0954

4. **Staff summary:** Amendment #1 of our current agreement with the Department of Health and Human Services Division of Health Care Financing and Policy increases the amount of money that Storey County Fire Protection District will be eligible for in GEMT reimbursement for Medicaid emergency ground transports. This amount has been increased due to higher-than-expected cost settlements.

5. **Supporting materials:** See attached

6. **Fiscal impact:** Increase in revenue

Funds Available: N/A

Fund: _____ Comptroller

7. **Legal review required:**

☒ District Attorney

8. **Reviewed by:**

JL Department Head

Department Name: Fire District

_____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No.

CETS #:	21105
Agency Reference #:	

AMENDMENT # 1

TO INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

Between the State of Nevada
Acting By and Through Its

Public Entity #1:	Department of Health and Human Services Division of Health Care Financing and Policy
Address:	1100 E. William St., Suite 101
City, State, Zip Code:	Carson City, NV 89701
Contact:	Debrah Martinez, Contract Manager
Phone:	(775) 684-3676 (main)
Fax:	
Email:	dhcfppcu@dhcfp.nv.gov

Public Entity #2:	Storey County Fire Protection District
Address:	145 N. C Street
City, State, Zip Code:	Virginia City, NV 89440
Contact:	Jeremy Loncar, Fire Chief
Phone:	(775) 847-0954
Fax:	
Email:	jloncar@storeycounty.org

1. **AMENDMENTS.** For and in consideration of mutual promises and other valuable consideration, all provisions of the original Contract dated July 1, 2018, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

A. Provide a brief explanation for contract amendment.

This is the first amendment to the original contract to provide certified public expenditure reimbursement methodology for emergency ground transportation to Medicaid recipients and define the reporting requirements by the entity to receive this type of reimbursement methodology. The contractor will provide services and bill the Medicaid fiscal agent for services rendered in accordance with the State of Nevada Medicaid State Plan and Nevada Medicaid Services Manual. This amendment increases the maximum amount from \$811,474.00 to \$2,111,474.00 due to higher than expected cost settlements.

B. Current Contract Language:

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

ATTACHMENT A: SCOPE OF WORK

ATTACHMENT B: BUDGET PROPOSAL

ATTACHMENT C: BUSINESS ASSOCIATE ADDENDUM

7. **CONSIDERATION.** Storey County Fire Protection District agrees to provide the services set forth in paragraph (6) at a cost of \$199,851 for SFY 2019, \$201,849 for SFY2020, \$203,868 for SFY2021, \$205,906 for SFY2022, with the contract total not exceeding \$811,474 for Emergency Transportation Services. Any intervening end to a

CETS #:	21105
Agency Reference #:	

biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

C. Amended Contract Language:

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

ATTACHMENT A:	SCOPE OF WORK
ATTACHMENT B:	BUDGET PROPOSAL REVISED 10/11/2021
ATTACHMENT C:	BUSINESS ASSOCIATE ADDENDUM

7. **CONSIDERATION.** The parties agree that the services specified in *Section 6, Incorporated Documents* at a cost as noted below:

Total Contract or installments payable at:	Contractor agrees to provide the services set forth in paragraph (6) at a cost of \$314,992 SFY2019, \$438,821 SFY2020, \$677,811 SFY2021, \$679,850 SFY2022.
--	---

Total Contract Not to Exceed:	\$2,111,474.00
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Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

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

CETS #:	21105
Agency Reference #:	

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

STOREY COUNTY FIRE PROTECTION DISTRICT

Jeremy Loncar Date

Fire Chief
Title

**DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)
DIVISION OF HEALTH CARE FINANCING AND POLICY (DHCFP)**

Suzanne Bierman, JD, MPH Date

Administrator, DHCFP
Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners
On: _____
Date

Approved as to form by:

On: _____

Deputy Attorney General for Attorney General Date

ATTACHMENT B

Storey County Fire Protection District

(Revised 10/11/21)

	SFY 2019	SFY 2020	SFY 2021	SFY 2022	Contract Total
Contract	\$199,851	\$201,849	\$203,868	\$205,906	\$811,474
Amendment #1	\$115,141	\$236,972	\$473,943	\$473,944	\$1,300,000
Total	\$314,992	\$438,821	\$677,811	\$679,850	\$2,111,474
	Actual	Approximately	Approximately	Approximately	Not to Exceed

EXHIBIT A

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its

4.2.
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY

1100 East William Street #108

Carson City, Nevada 89701

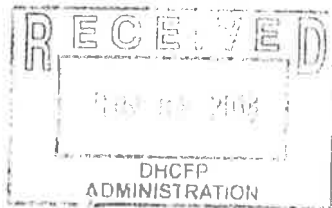
Phone: (775) 684-3699 Fax: (775) 684-3799
and

STOREY COUNTY FIRE PROTECTION DISTRICT

145 N. C Street

Virginia City, NV 89440

Phone: (775) 847-0954 Fax: (775) 847-0987



WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services of Storey County Fire Protection District hereinafter set forth are both necessary to Division of Health Care Financing and Policy (DHCFFP) and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** This Contract shall be effective retroactively from July 1, 2018 through June 30, 2022, unless sooner terminated by either party as set forth in this Contract.
4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

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

ATTACHMENT A: SCOPE OF WORK

ATTACHMENT B: BUDGET PROPOSAL

ATTACHMENT C: BUSINESS ASSOCIATE ADDENDUM

7. CONSIDERATION. Storey County Fire Protection District agrees to provide the services set forth in paragraph (6) at a cost of \$199,851 for SFY 2019, \$201,849 for SFY2020, \$203,868 for SFY2021, \$205,906 for SFY2022, with the contract total not exceeding \$811,474 for Emergency Transportation Services. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH, REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods,

winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

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

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

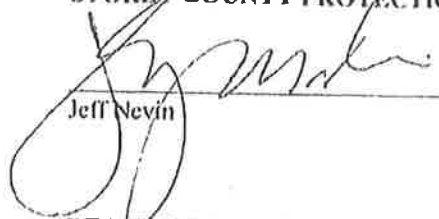
21. PROPER AUTHORITY The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW, JURISDICTION This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

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

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


STOREY COUNTY PROTECTION DISTRICT

 9-13-18 Fire Chief
Jeff Nevin Date Title

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY**

 11/9/18 Chief Fiscal Officer DHCFF
Ellen Crececius Date Title

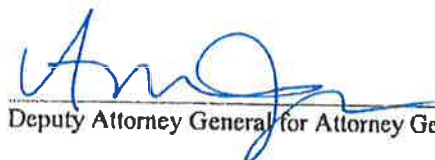
 12/4/18 Administrator DHCFF
Marta Jensen Date Title

 11/30/18 Director DHHS
Richard Whitley Date Title


Signature – Nevada State Board of Examiners APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

On 2-12-19
(Date)


Deputy Attorney General for Attorney General, State of Nevada On 9/25/18
(Date)

ATTACHMENT A

SCOPE OF WORK

EMERGENCY TRANSPORTATION, GROUND AMBULANCE CERTIFIED PUBLIC EXPENDITURES

- I. The Public Agency agrees to perform the following services or activities and to accept payment for the services as follows:
 - A. To provide emergency transportation, ground ambulance services to eligible recipients under Title XIX in accordance with the State of Nevada Medicaid State Plan and Nevada Medicaid Services Manual.
 - B. To be responsible for collecting and submitting the required information necessary to determine client eligibility for the Title XIX program.
 - C. To determine all expenditures in accordance with the Public Agency State-approved Cost Allocation Plan (CAP). Elements of the CAP necessary for claiming expenditures and for reimbursement are a Centers for Medicare & Medicaid Services (CMS) approved allocation methodology, documentation of appropriate direct, indirect and shared costs and their cost centers. Cost allocation must be consistent with the Code of Federal Regulations 2 CFR Subtitle A, Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Grants Guidance. The Public Agency cannot unilaterally change the method of determining how the services will be counted, or what the approved rate is once it is approved by the DHCFP.
 - D. To provide a report of services and a cost report annually to the DHCFP for emergency transportation, ground ambulance services in the format approved by the DHCFP, this will either be in an Excel format (.xls or .xlsx). Other formats may be considered for use at the discretion of the DHCFP on a case by case basis. The Public Agency must provide an electronic version of their claims for submission before the DHCFP will consider that it has received the official version of the claims for the cost settlement process.
 - E. To provide detailed back-up to support the claims being submitted for cost settlement. The back-up data must be in accordance with the State-approved CAP for the Public Agency.
 - F. To provide the DHCFP the documentation to validate the rate for eligible services based upon the approved methodology, as defined in the Nevada Medicaid State Plan, Attachment 4.19-B EMERGENCY TRANSPORTATION,

GROUND AMBULANCE CERTIFIED PUBLIC EXPENDITURES (CPE), before any payment for those services is made by the DHCFP. The interim rate is determined based on the actual historical costs, and is estimated after the end of the state fiscal year.

- G. To pay the State's designated auditor the state share of those costs associated with the annual reconciliation and cost settlement.
 - H. To bill the DHCFP in a timely manner for services which are allowable based upon the DHCFP defined processes for Medicaid providers. Forms not filled out completely will be subject to return to the Public Agency and payment delayed or denied.
 - I. To pay back any Title XIX funds received by the Public Agency in the event that an audit results in a determination that such costs were not reimbursable under the Title XIX per receipt of written notice from the DHCFP of such obligation.
 - J. To provide the required state share for Federal Medicaid funds paid for eligible recipients covered under the emergency transportation, ground ambulance services. The Public Agency will certify in a mutually agreed upon format that any and all funds used by the Public Agency as match will be appropriated or taxing authority funds that are not used as match for any other program.
- II. The DHCFP agrees to perform the following services or activities, and to provide the following payment for the Public Agency services.
- A. To work with CMS, the Public Agency and its consultants as necessary to formulate plans and policies to ensure the appropriate availability of Title XIX for allowable costs and services, as defined in the Nevada Medicaid State Plan, Chapter 3.0 and Attachment 4.19-B, provided by both parties.
 - B. To provide to the Public Agency necessary guidance and documentation related to the utilization of Title XIX for emergency transportation, ground ambulance and other allowable activities and services. This may include providing training related to the reimbursement for emergency transportation, ground ambulance services to the Public Agency.
 - C. To approve a standard methodology for the Public Agency to utilize in determining the reimbursable costs the Public Agency may charge consistent with the Code of Federal Regulations 2 CFR Subtitle A, Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Grants Guidance, and the Title XIX programs. The methodology will be based on an interim rate which is the actual rate from the preceding state fiscal year. At the end of the state fiscal year, the Public Agency will have until the following December 1st to submit its year-end claims to the DHCFP for reconciliation and cost settlement. If the Public Agency providers interim

payments exceed the actual certified costs of the provider for services to Medicaid clients, the DHCFP will recoup the federal share of the overpayment. The provider must return an amount equal to the overpayment to the DHCFP. If the actual certified costs exceed the interim Medicaid payments, the DHCFP will pay the federal share of the difference to the provider in accordance with the final actual certification agreement.

- D. To pay the Public Agency through its Medicaid Management Information System (MMIS) for emergency transportation, ground ambulance claims submitted during the state fiscal year which is covered under the Provider Enrollment Agreement. Those expenditures and their allocation must be in accordance with the Public Agency State-approved CAP. This payment will represent the federal share of the Federal Medical Assistance Percentage (FMAP) of the total allowable costs identified for emergency transportation, ground ambulance services. The FMAP is published annually pursuant to the Code of Federal Regulation (42 CFR Part 433.11 Subpart A). Correct and accurately submitted claims are generally paid within thirty (30) business days of receipt.

III. Both Parties Agree:

The Public Agency shall comply with the Code of Federal Regulations 2 CFR Subtitle A, Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Grants Guidance. Copies of audit reports shall be sent to the DHCFP within 60 days of receipt of the completed audit report at 1100 East William Street, Suite 101, Carson City, Nevada 89701 to the attention of the Fiscal Services Unit.

ATTACHMENT B

STOREY COUNTY FIRE PROTECTION DISTRICT

	SFY 2019	SFY 2020	SFY 2021	SFY2022	CONTRACT TOTAL
Emergency Transportation Services Fee for Service Certified Public Expenditures	\$199,851	\$201,849	\$203,868	\$205,906	\$811,474

ATTACHMENT C
STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES

BUSINESS ASSOCIATE ADDENDUM

BETWEEN

The Division of Health Care Financing and Policy
Herein after referred to as the "Covered Entity"

and

STOREY COUNTY FIRE PROTECTION DISTRICT
Herein after referred to as the "Business Associate"

PURPOSE. In order to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, and the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, Public Law 111-5 this Addendum is hereby added and made part of the Contract between the Covered Entity and the Business Associate. This Addendum establishes the obligations of the Business Associate and the Covered Entity as well as the permitted uses and disclosures by the Business Associate of protected health information it may possess by reason of the Contract. The Covered Entity and the Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the Contract and in compliance with HIPAA, the HITECH Act, and regulation promulgated there under by the U.S. Department of Health and Human Services ("HIPAA Regulations") and other applicable laws.

WHEREAS, the Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, the Business Associate is considered a business associate of the Covered Entity as defined in HIPAA Regulations; and

WHEREAS, the Business Associate may have access to and/or create, receive, maintain or transmit certain protected health information from or on behalf of the Covered Entity, in fulfilling its responsibilities under such arrangement; and

WHEREAS, HIPAA Regulations require the Covered Entity to enter into a contract containing specific requirements of the Business Associate prior to the disclosure of protected health information; and

THEREFORE, in consideration of the mutual obligations below and the exchange of information pursuant to this Addendum and to protect the interests of both Parties, the Parties agree to all provisions of this Addendum.

I. **DEFINITIONS.** The following terms in this Addendum shall have the same meaning as those terms in the HIPAA Regulations: **Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.**

1. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
2. **Contract** shall refer to this Addendum and that particular Contract to which this Addendum is made a part.

- 3 **Covered Entity** shall mean the name of the Division listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including but not limited to 45 CFR 160.103.
- 4 **Parties** shall mean the Business Associate and the Covered Entity.

II OBLIGATIONS OF THE BUSINESS ASSOCIATE

- 1 **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity or an individual, access to inspect or obtain a copy of protected health information about the individual that is maintained in a designated record set by the Business Associate or its agents or subcontractors, in order to meet the requirements of HIPAA Regulations. If the Business Associate maintains an electronic health record, the Business Associate, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under HIPAA Regulations.
- 2 **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with HIPAA Regulations.
- 3 **Accounting of Disclosures.** Upon request, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with HIPAA Regulations.
- 4 **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to such information. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under HIPAA Regulations.
- 5 **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of HIPAA Regulations.
- 6 **Audits, Investigations, and Enforcement.** If the data provided or created through the execution of the Contract becomes the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency, the Business Associate shall notify the Covered Entity immediately and provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently, to the extent that it is permitted to do so by law. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach or violation of HIPAA Regulations.
- 7 **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the Contract, Addendum or HIPAA Regulations by Business Associate or its agents or subcontractors. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with HIPAA Regulations. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident, the date of the incident, the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident, and the steps the Business Associate or its agent or subcontractor is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is

determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.

- 8 **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate, or its agents or subcontractors has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with HIPAA Regulations. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in HIPAA Regulations has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with HIPAA Regulations and must provide the Covered Entity with a copy of all notifications made to the Secretary.
- 9 **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it creates, receives or maintains, or otherwise holds, transmits, uses or discloses.
- 10 **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the Contract or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation by Business Associate of HIPAA Regulations or other laws relating to security and privacy.
- 11 **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with HIPAA Regulations.
- 12 **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA Regulations.
- 13 **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
- 14 **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity and availability of the protected health information the Business Associate creates, receives, maintains, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with HIPAA Regulations. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use or disclose protected health information as provided for by the Contract and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined in HIPAA Regulations.
- 15 **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA Regulations; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses

or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.

16. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the Contract or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of HIPAA Regulations.

III PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

The Business Associate agrees to these general use and disclosure provisions:

- 1 **Permitted Uses and Disclosures:**
 - a Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate HIPAA Regulations, if done by the Covered Entity.
 - b Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with HIPAA Regulations.
 - c Except as otherwise limited by this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach.
 - d The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with HIPAA Regulations.
- 2 **Prohibited Uses and Disclosures:**
 - a Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction, and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with HIPAA Regulations.
 - b The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, unless the Covered Entity obtained a valid authorization, in accordance with HIPAA Regulations that includes a specification that protected health information can be exchanged for remuneration.

IV OBLIGATIONS OF THE COVERED ENTITY

- 1 The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with HIPAA Regulations, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
- 2 The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.

- 3 The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with HIPAA Regulations, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
- 4 Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under HIPAA Regulations, if done by the Covered Entity.

V TERM AND TERMINATION

1 Effect of Termination:

- a. Except as provided in paragraph (b) of this section, upon termination of this Addendum, for any reason, the Business Associate will return or destroy all protected health information received from the Covered Entity or created, maintained, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.
 - b. If the Business Associate determines that returning or destroying the protected health information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Addendum to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information.
 - c. These termination provisions will apply to protected health information that is in the possession of subcontractors, agents or employees of the Business Associate.
- 2 **Term.** The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the contract and shall terminate when all the protected health information provided by the Covered Entity to the Business Associate, or accessed, maintained, created, retained, modified, recorded, stored or otherwise held, transmitted, used or disclosed by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or if it is not feasible to return or destroy the protected health information, protections are extended to such information, in accordance with the termination.
- 3 **Termination for Breach of Contract.** The Business Associate agrees that the Covered Entity may immediately terminate the Contract if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of HIPAA Regulations.
2. **Clarification.** This Addendum references the requirements of HIPAA Regulations, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
 - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum, and
 - b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum
4. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Contract that any conflict or appear inconsistent with any provision in this Addendum. This Addendum and

the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA Regulations. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA Regulations.

- 5 **Regulatory Reference.** A reference in this Addendum to HIPAA Regulations means the sections as in effect or as amended
- 6 **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum

IN WITNESS WHEREOF, the Business Associate and the Covered Entity have agreed to the terms of the above written agreement as of the effective date set forth below

COVERED ENTITY

Division of Health Care Financing and Policy

1100 E. William Street, Suite 101

Carson City, NV 89701

Phone: (775) 684-3676

Fax: (775) 687-3893



Marta Jensen

Acting Administrator

12/4/18

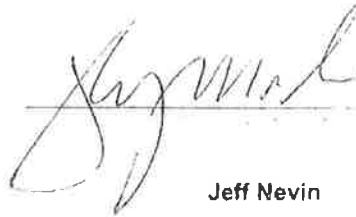
BUSINESS ASSOCIATE

Storey County Fire Protection District

145 C Street

Virginia City, NV 89440

Phone: 775-847-0954



Jeff Nevin

Fire Chief

6.5.18



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 11/2/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of Farr West Task Order Number 43 for the Storey County Road Rehabilitation Project for FY 2022 in the amount of \$75,100.00
- **Recommended motion:** I (County Commissioner) make a motion to approve Farr West Task Order Number 43 for the Storey County Road Rehabilitation Project for FY 2022 in the amount of \$75,100.00

- **Prepared by:** Jason Eric Wierzbicki

Department:

Contact Number: 17788470958

- **Staff Summary:** Task order Number 43 consists of Project Management, Surveying, Mapping Staking, Bid Documents, Bidding Assistance, Construction Admin Support, Materials Testing and overseeing on the listed streets.
- Jumping Frog - Slurry Seal, I Street - Grind and Overlay, K Street - Grind and Overlay, D Street - Chip Seal, Dayton Toll Road - Reconstruction, and E Street - Slurry Seal.
- **Supporting Materials:** See attached
- **Fiscal Impact:** Budgeted
- **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

This is **EXHIBIT A**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 1, 2009.

Task Order

Task Order Number: 43

Date: August 27, 2021

Title: Storey County 2022 Road Rehabilitation Project

Project Description: Road rehabilitation for roadways listed in the Storey County FY 2022 CIP. The following roadways and their corresponding treatments are listed below:

- Jumping Frog Circle – Slurry Seal
- I Street – Grind & Overlay
- K Street – Grind & Overlay
- D Street – Chip Seal
- Dayton Toll Road - Reconstruction
- E Street – Slurry Seal

The Agreement is amended and supplemented to include the following agreement of the parties.

PART 1 – SERVICES

Task 1 – Project Management

Objective

To plan, organize, direct, control, and communicate all relevant activities set forth in this SOW within the approved budget and schedule.

Approach

The following applies:

Farr West will routinely review project progress and communicate project status on a regular basis. Communication will be through email and telephone, and with project coordination meetings with County and Farr West staff. This task will include the following activities:

- Project administration includes scheduling maintenance, cost control, filing, resource allocation, and routine communications.
- Team coordination, including conference calls and internal meetings.
- Monitoring changes to the scope, budget, or schedule and developing change management strategies with the County.

Deliverables

The following will be delivered under this task:

- Monthly invoices and status reports.

Assumptions

The following assumptions apply:

- Monthly reports will be provided with timely invoices.
- Project-related issues will be identified, communicated, and resolved.

Task 2 - Surveying and Mapping

Objective

To develop a topographic map of Dayton Toll Road to support the design effort for roadway reconstruction.

Approach

This task will include the following activities:

- Establish and set control near the proposed work area using the State Plane NAD 83 coordinate system and NAVD 88 vertical datum.
- Provide field topographic survey for the proposed work area and extending approximately 50 feet beyond limits of roadway construction. Side limits of the survey will be to edge of right-of-way. All surface features including street improvements, surface-apparent utilities, trees, and other significant improvements will be located. Any centerline street monuments that will be disturbed during construction will be tied so that they can be replaced after construction activities have been completed.
- Provide mapping of existing improvements, including but not limited to curb & gutter, sidewalk, driveways, alley ways, valley gutters, pedestrian ramps, landscape walls, affected trees and connectivity of all surface and subsurface utilities features. Subsurface utilities will indicate type, existing surface elevation, and depth to feature or pipe invert(s). Mapping shall be provided at a scale of 1"=20'.
- Coordinate with utility purveyors to obtain utility maps showing existing utility infrastructure within the proposed work area.
- Prepare utility base map showing existing underground utilities within the proposed work area that will be incorporated into the final topographic map.

Deliverables

The following deliverables will be submitted under this task:

- Planimetric and topographic mapping in AutoCAD Civil 3D format, including point files and existing Civil 3D surface. The mapping will include existing utility information.

Assumptions

The following assumptions apply:

- No boundary mapping is required.
- Existing GIS boundary data will be used for boundary.

Task 3 –Bid Documents

Objective

Prepare contract documents for bidding and opinion of probable costs for client budgetary review.

Approach

The following approach applies:

- Complete site visit to verify proposed surface treatment for all roadways.
- Cut asphalt cores for roadways proposed for grind and overlay and reconstruction. The purpose of this effort is to verify pavement thickness for milling adequacy and to verify asphalt removal for roadway reconstruction. For Dayton Toll Road, the existing base thickness and material type will also be verified for adequacy for reconstruction.
- Prepare GIS mapping of each roadway rehabilitation section including resurfacing area and striping (where applicable).
- Prepare details for grind and overlay roadways (I and K Streets), including utility adjustments as applicable.
- Prepare plan and profile for Dayton Toll Road, including details of roadway section and utility adjustments.
- Prepare bid documents of roadway rehabilitation for slurry seal, chip seal, grind and overlay, and reconstruction, including bid schedule.
- Prepare technical specifications for roadway resurfacing and related work.
- Submit bid package to County staff for comments.
- Meet with County to review comments and finalize the bid documents

Deliverables

The following will be delivered under this task:

- Submittal of the 90% set for County review and comment will include individual PDF files of the Plans (11"x17"), Specifications, and Opinion of Probable Construction Cost.
- Submittal of the 100% set used for bidding will include individual PDF files of the Plans (11"x17"), Specifications, and Opinion of Probable Construction Cost.

Assumptions

The following assumptions apply:

- County review and comment will be complete within 7 days after receiving draft bid package.
- Farr West will update the County WebGIS viewer with the roadway improvement information under Task 5.0: Public Works of the FY 22 GIS Services contract.

Task 4 – Bidding Assistance

Objective

Assist the County in the bid solicitation, opening, review, and award process of the construction contract.

Approach

Activities under this task will include the following elements:

- Advertise and bid the Project electronically through the Planet Bids platform and maintain a plan holder's list.
- Answer questions from bidders and prepare addendums as required.
- Collect and review bids and perform due-diligence checks.
- Prepare letter of recommendation for award of the contract to the County.
- Prepare and issue Notice of Award.

Deliverables

The following deliverables will be submitted under this task:

- Bid results summary.
- Letter of recommendation to the County Board for award. Recommendation to the Board will be made for award of the contract to the lowest responsible and responsive bidder.
- Notice of Award.

Assumptions

The following assumptions apply:

- Farr West will conduct the bid-opening at the Farr West office.
- Two (2) RFIs and preparation of one (1) addendum are assumed.

Task 5 –Construction Administration Support

Objective

Monitor the Project and keep the County informed of the Project status at all times. This phase also includes assisting the County with the close out of the construction process and construction contract.

Approach

The following activities will be performed as part of this task:

- Conduct one (1) pre-construction meeting, prepare agenda and meeting minutes for the pre-construction meeting. Farr West attendance will include our Project Manager, Designer and Construction Observer.
- Process one (1) change order(s), review payment applications, evaluate claims, review submittals, respond to RFIs, and address unanticipated conditions.
- Weekly in-office construction management activities are limited to eight (8) total hours per week throughout the project duration.

- These activities include processing of documents (described earlier), coordination of parties, daily observation report QC, etc.
- Review construction inspection and material testing results, which will be provided by CME.
- Maintain all Project documentation for the duration of the Project including tracking, disbursing, and reviewing. Maintain logs for all documentation including submittals, RFCs/RFIs, field orders, work change directives, change orders.
- **Certified Payroll Review:**
 - Review certified payroll reports supplied by prime contractor. Reports to include prime and sub-contractors working on Project.
 - Verify contractor staffs' position, time, and wages paid are accurate and comply with the prevailing wages for the Project.
- Coordinate a substantial completion inspection and formulate a final punch-list of work items to be completed prior to final inspection.
- Conduct a final inspection meeting to verify that all outstanding work items are complete (construction observer to perform on-site final walkthrough with Contractor and County Staff).
- Recommend Project final acceptance to the County.

Deliverables

The following will be delivered under this task:

- Certified payroll reports supplied by contractor.
- Electronic copies of responses to material submittals, cutsheets, and construction plan review.
- Electronic copies of responses to work plans, RFIs, and requests for change orders.
- Draft and final notice of substantial completion.

Assumptions

The following assumptions apply:

- Pre-construction meeting to be held at Farr West's office.
- Construction anticipated to take five (5) weeks.
- No weekly construction meetings are included.
- Office engineering efforts are detailed under the Approach section of this task.
- Certified payroll reviews are assumed at one (1) hour per week. Additional hours are included for coordination with the labor commission.
- Certified Payroll reports are anticipated to be complete and correct. Contractor is to be familiar with certified payrolls and compliance.
- If certified payroll reports are not complete, Farr West will reject submission and require re-submittal by the contractor.

- Farr West's review of CPR reports will consist of verification of personnel, their time, and hourly wages meet requirements of the Project.
- All final certification and reporting to the Nevada Department of Labor must come from the County as they are the public body, funding Project, and have ultimate responsibility.

Task 6 – Construction Observation

Objective

Farr West will provide one (1) full-time observer to monitor construction activities for Dayton Toll Road, I Street and K Street.

Approach

The following approach will be taken:

- Provide general oversight to verify work is in accordance with the contract documents, the design represented therein, and its intent.
- Prepare field reports for the days on-site describing the Contractor's activities that identify the site conditions, the effort in which the Contractor executed the work, the work performed, and any issues of concern.
- Take digital photographs of construction progress and issues and provide to County as attachments to daily reports.
- Notify Construction Project Manager of any issues in the field as or before issues occur to allow quick resolution.

Assumptions

The following assumptions apply:

- On-site construction observation will be coordinated with the Contractor based on their construction schedule and communications during the period of construction.
- Farr West is not responsible for the Contractor's construction means and methods; project site safety; Contractor's failure to perform; and is not authorized to stop the work of the Contractor.
- Construction will be in substantial compliance with the plans and specifications prepared by Farr West.
- Construction inspection through substantial completion is assumed to be two (2) weeks for the roadways noted above in this task.
- Materials testing will be provided under Task 7.
- No construction observation of chip seal or slurry seal is required.

Deliverables

The following deliverables will be submitted under this task:

- Daily construction inspection reports in electronic format, including photos/videos – electronic jpg files with annotations.

Task 7 – Materials Testing

Objective

To verify materials and their placement meets the requirements of the contract for Dayton Toll Road, I Street and K Street.

Approach

The following approach will be taken:

- Provide general oversight to verify work is in accordance with the contract documents, the design represented therein, and its intent.
- Sample subgrade material for Dayton Toll Road and run standard proctor test for use to certify subgrade compaction.
- Subgrade and base compaction for Dayton Toll Road using nuclear density gauge.
- HMA overlay compaction testing for Dayton Toll Road, I Street and K Street using nuclear density gauge.
- Sample HMA overlay and complete laboratory testing to certify compliance with contract requirements.
- Cut final asphalt cores to verify pavement thickness and densities.
- Complete daily field report describing construction and materials testing activities for each day on-site.

Assumptions

The following assumptions apply:

- No inspection at the asphalt plant is required.
- No inspection or testing of chip seal or slurry seal is required.

Deliverables

The following deliverables will be submitted under this task:

- Daily construction inspection and materials testing reports in electronic format, including photos/videos – electronic jpg files with annotations.

Task 8 – Construction Staking

Objective

To provide the necessary control and alignment staking for the Contractor's use during construction for Dayton Toll Road.

Approach

The following activities will be performed as part of this task:

- Farr West will verify existing control points and set additional control as needed throughout construction.
- Farr West will provide one set of stakes at an offset designated by the contractor for aggregate base placement.
- Farr West will provide one set of stakes at an offset designated by the contractor for final paving.

Deliverables:

The following deliverables will be submitted under this task:

- Construction staking cut sheets.

Assumptions:

The following assumptions apply:

- Two (2) mobilizations will be required by our survey crew. Additional mobilizations will be charged on a time and material basis.
- Additional staking or re-staking due to removal of stakes by the public or the Contractor will be charged on a time and materials basis.
- Prevailing wage rates apply to field work.

Task 9 - County Directed Services

For tasks to cover the cost of Project work items that are currently unforeseen by the County, a task budget of \$5,000 is incorporated into this Contract. Labor efforts will not be charged to this task unless written authorization is obtained from the County.

PART 2 – COMPENSATION

Storey County shall pay Farr West on a time and materials basis not to exceed \$75,100.00.

IN WITNESS WHEREOF, the parties hereto have executed this Task Order.

Owner: Storey County

By: _____

Print Name: _____

Title: _____

Date Signed: _____

Engineer: Farr West Engineering

By:  _____

Print Name: _____

Title: _____

Date Signed: _____

Lucas Tipton, P.E.

Principal Engineer

10/19/2021

**Storey County
2022 Road Rehabilitation
Engineering Fee Estimate**

TASKS	Rate (\$/hr)	Principal Civil Engineer -	Senior Engineer II -	Engineer II -	Construction Inspector II -	Project Assistant -	Administrator II -	Professional Surveyor -	Survey Technician II -	2 Man Survey Crew	2 Man Survey Crew - Prevailing Wage	Total Labor		Subconsultant #1	Fair West 15% markup	TOTAL
		\$172	\$165	\$120	\$110	\$93	\$80	\$140	\$100	\$220	\$260	Hours	(\$)	(\$)	(\$)	(\$)
1.0 Project Management																
Project Coordination and Management			12	12								24	\$3,420			\$3,420
Monthly Reports/Progress Billings			3				6					9	\$975			\$975
Subtotal			15	12			6					33	\$4,395			\$4,395
2.0 Surveying and Mapping																
Office Survey								2	20			22	\$2,280			\$2,280
Field Survey										8		8	\$1,760			\$1,760
Subtotal								2	20	8		30	\$4,040			\$4,040
3.0 Bid Documents																
Site Visit			4	4								8	\$1,140			\$1,140
AC Coring														\$1,260	\$189	\$1,449
90% Plans			8	60								68	\$8,520			\$8,520
90% Specs			4	24		8						36	\$4,284			\$4,284
90% Opinion of Probable Cost			2	8								10	\$1,290			\$1,290
100% Plans			2	12								14	\$1,770			\$1,770
100% Specs			2	8		2						12	\$1,475			\$1,475
100% Opinion of Probable Cost			1	2								3	\$405			\$405
QA/QC		2	8									10	\$1,664			\$1,664
Subtotal		2	31	118		10						161	\$20,549	\$1,260	\$189	\$21,998
4.0 Bidding Assistance																
Advertisement and Management of PlanetBids			1			5						6	\$630			\$630
RFIs, Questions During Bidding, Addendum			1	4		3						8	\$924			\$924
Bid Opening			1	1		1						3	\$378			\$378
Bid Tabulation and Recommendation			1			4						5	\$537			\$537
Prepare Agreement and NoA for Board Approval			1			2						3	\$351			\$351
Subtotal			5	5		15						25	\$2,820			\$2,820
5.0 Construction Administration Support																
Awarding Activities (NoA, Agreements, Bonds and Insurance)			1			2						3	\$351			\$351
Conformed Documents				2		4						6	\$612			\$612
Submittal Review			2	8								10	\$1,290			\$1,290
Organize and Conduct Pre-Construction Conference			3	5								8	\$1,095			\$1,095
Office Engineering			2	8								10	\$1,290			\$1,290
Review Certified Payroll Reports						8						8	\$744			\$744
Field Visits/Meetings			8	8								16	\$2,280			\$2,280
Subtotal			16	31		14						61	\$7,662			\$7,662
6.0 Construction Observation																
Full-time Construction Observation (Dayton Toll Rd, I St and K St)					88							88	\$9,680			\$9,680
Subtotal					88							88	\$9,680			\$9,680
7.0 Materials Testing																
Project Management														\$1,050	\$158	\$1,208
Field Testing														\$4,170	\$626	\$4,796
Laboratory Testing														\$3,010	\$452	\$3,462
Subtotal														\$8,230	\$1,235	\$9,465
8.0 Construction Staking (PWP)																
Construction Staking (Prevailing Wage)											24	24	\$6,240			\$6,240
Office Engineering								10	24			34	\$3,800			\$3,800
Subtotal								10	24		24	58	\$10,040			\$10,040
TOTAL		2	67	166	88	39	6	12	44	8	24	456	\$59,186	\$9,480	\$1,424	\$70,100



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 11/2/2021 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Resolution No. 21- 633, 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 Emergency Management Director position.
- **Recommended motion:** I, _____, move to approve Resolution No. 21-633, 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 Emergency Management Director position.
- **Prepared by:** Tobi Whitten

Department:

Contact Number: 7758470968

- **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 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
____ County Manager
- **Board Action:**

Department Name:

Other Agency Review: _____

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

RESOLUTION NO. 21-625 633

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 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 140 144
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 144
Public Works Director	Grade 152
Senior Center Site Manager	Grade 119
Senior Services Director	Grade 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

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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- 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-2nd day of JulyNovember, 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 1		Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	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	\$ 57,607.43	\$ 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	\$ 85,043.31	\$ 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: **Estimate of time required:** 10 Min

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Discussion/Possible Action: to consider and possibly approve Resolution 21-634 determining that reconveyance of APNs 005-061-41 and APN 005-061-52 to Tahoe Reno Industrial Center LLC is in the best interests of the County and its residents, providing for the issuance of an offer of reconveyance by County to TRI and providing for the execution of a deed of reconveyance if TRI accepts the offer of reconveyance.
2. **Recommended motion:** I (commissioner), move to approve Resolution 21-634, the proposed offer of reconveyance and the execution of a deed of reconveyance if TRI Accepts the offer of reconveyance and authorize the chairman to sign.

3. **Prepared by:** Keith Loomis

Department: District Attorney's Office

Telephone: 847-0964

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

5. **Supporting materials:** Resolution 21-634, Offer of Reconveyance and Deed of Reconveyance

6. **Fiscal impact:**

Funds Available:

Fund:

_____ Comptroller

7. **Legal review required:**

 X District Attorney

8. **Reviewed by:**

_____ Department Head

Department Name: Commissioner's Office

_____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Agenda Item No. _____

Staff Summary:

The County accepted two deeds of dedication from TRI conveying parcels of real property containing drainage facilities in the industrial park. Landowners abutting these parcels desire to construct railroad spurs to their facilities on the parcels in issue. The process to obtain easements for the railroad facilities would be simplified if the abutting landowners could obtain easements from private parties rather than from the County. This can be accomplished by reconveying the parcels to TRI as provided in NRS 244.290. TRI is then proposing, in turn, to convey the parcels to the TRI Owner's Association. The Owner's Association could then grant easements for railroad spurs to the abutting landowners. The Owner's Association would also be responsible for maintaining the drainage facilities and take on the liability for doing so. The Owner's Association does own and maintain other drainage facilities within the TRI Center.

RESOLUTION NO 21- 634

A RESOLUTION PURSUANT TO NRS 244.290 DETERMINING THAT RECONVEYANCE OF ASSESSOR'S PARCEL NUMBERS ("APNs") 005-061-41 AND 005-061-52 TO TAHOE-RENO INDUSTRIAL CENTER, LLC ("TRI") WOULD BE IN THE BEST INTEREST OF THE COUNTY AND ITS RESIDENTS, AND AUTHORIZING A REPRESENTATIVE OF THE BOARD TO ISSUE A WRITTEN OFFER OF RECONVEYANCE OF APNs 005-061-41 AND 005-061-52 TO TRI AND IF SAID OFFER IS ACCEPTED, TO EXECUTE A DEED OF RECONVEYANCE AND CAUSE SAID DEED TO BE RECORDED.

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

WHEREAS, APNs 005-061-41 and 005-061-52 were dedicated to Storey County by deeds from Tahoe-Reno Industrial Center, LLC ("TRI"). The deed for APN 005-061-41 was recorded on May 2, 2012 as Document No. 116608 in the office of the Recorder of Storey County, and the deed for APN 005-061-52 was recorded on September 19, 2017 as Document 126404; and

WHEREAS, NRS 244.290 provides that a county may reconvey all the right, title and interest of the county in and to any land dedicated to the person by whom the land was dedicated if the board determines that maintenance of the property is unnecessarily burdensome to the county or that reconveyance would be in the best interest of the county and its residents; and

WHEREAS, a legal description of APNs 005-061-41 and 005-061-52 that Storey County will offer to reconvey is attached hereto as Exhibit "A"; and

WHEREAS, APNs 005-061-41 and 005-061-52 are portions of a drainageway which Storey County must maintain, burdening Storey County with the cost, responsibility and liability for maintenance and repair; and

WHEREAS, certain property owners adjacent to APN 005-061-41 and 005-061-52 have notified Storey County that they require easements for rail line facilities in order to deliver rail cars to and from their parcels in Tahoe-Reno Industrial Center; and

WHEREAS, allowing rail line facilities to be constructed and operated on APN 005-061-42 and 52 while in Storey County ownership further burdens Storey County with possible liability regarding the construction, use and operation of the rail line facilities; and

WHEREAS, reconveying APNs 005-061-41 and 005-061-52 to TRI will allow

TRI, the master developer of Tahoe-Reno Industrial Center, to facilitate easements for owners of property needing rail service and relieve Storey County of potential liability as the landowner of property being used for rail line facilities; and

WHEREAS, reconveying APNs 005-061-41 and 005-061-52 to TRI will relieve Storey County of the obligation to maintain and repair these drainageways; and

WHEREAS, facilitating rail service to property in Tahoe-Reno Industrial Center will enhance the county master plan goal of encouraging development in Tahoe-Reno Industrial Center, which is in the best interests of the Storey County and its residents by providing employment and producing county tax revenues.

NOW THEREFORE, BE IT RESOLVED that the Storey County Board of County Commissioners determines that reconveyance of APNs 005-061-41 and 005-061-52 to TRI is in the best interest of Storey County and its residents; and authorizes a representative of the board to issue a written offer of reconveyance, and if said offer is accepted, to execute a deed of reconveyance and cause said deed to be recorded.

BE IT FURTHER RESOLVED, that this resolution shall be effective upon adoption.

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

THOSE VOTING AYE

THOSE VOTING NAY

ADOPTED this 2nd day of November, 2021.

BOARD OF COUNTY COMMISSIONERS OF STOREY COUNTY

By: _____
Jay Carmona, Chairman

Attest:

Vanessa Stephens, Clerk and Treasurer

EXHIBIT "A"
APN 005-061-41
PARCEL 2011-13

All that certain real property situated within the southwest one-quarter (1/4) of Section Two (2), and the northwest one-quarter (1/4) of Section Eleven (11), Township 19 North, Range 22 East, Mount Diablo Meridian, Storey County, State of Nevada, being a portion of Parcel 2009-24 as shown on that "Record Of Survey To Support A Boundary Line Adjustment For Tahoe-Reno Industrial Center, LLC", recorded in the office of the Storey County Recorder, March 11, 2010, as Document No. 112778, Official Records of Storey County, Nevada, more particularly described as follows:

BEGINNING at a point on the westerly line of said Parcel 2009-24, from which point the northwest section corner of said Section 11 bears N 89°19'22" W, 273.95 feet;

Thence, along said westerly line of Parcel 2009-24, N 05°16'29" W, 402.00 feet;

Thence, continuing along said westerly line of Parcel 2009-24, N 02°55'20" W, 305.10 feet;

Thence, N 23°29'05" E, 327.80 feet;

Thence, N 02°22'05" W, 225.06 feet;

Thence, N 22°49'21" W, 466.52 feet;

Thence, along a non-tangent curve to the right, from a tangent which bears N 10°00'41" E, having a radius of 770.00 feet, a central angle of 18°33'42", and an arc length of 249.45 feet, to the northwest corner of said Parcel 2009-24, said point being on the south line of West Denmark Drive, dedicated to Storey County per Document No. 110397;

Thence, along said south line of West Denmark Drive, coincident with the north line of said Parcel 2009-24, along a non-tangent curve to the right, from a tangent which bears S 42°17'26" E, having a radius of 170.00 feet, a central angle of 09°02'18", and an arc length of 26.82 feet;

Thence, continuing along said south line of West Denmark Drive, S 73°15'04" E, 176.00 feet;

Thence, leaving said south line of West Denmark Drive and said north line of Parcel 2009-24, along a non-tangent curve to the left, from a tangent which bears S 17°33'04" W, having a radius of 681.00 feet, a central angle of 11°36'08", and an arc length of 137.90 feet;

Thence, S 10°03'04" E, 964.38 feet;

Thence, along a tangent curve to the left having a radius of 681.00 feet, a central angle of 20°33'55", and an arc length of 244.43 feet;

Thence, S 20°36'59" E, 322.32 feet;

Thence, along a tangent curve to the right having a radius of 657.00 feet, a central angle of 21°14'50", and an arc length of 243.64 feet;

Thence, S 00°37'51" W, 1144.76 feet;

Thence, along a tangent curve to the left having a radius of 587.00 feet, a central angle of 11°39'01", and an arc length of 1143.87 feet;

Thence, N 68°58'30" E, 244.84 feet;

Thence, S 21°22'43" E, 62.81 feet to the westerly line of said Parcel 2009-24;

Thence, along said westerly line of Parcel 2009-24, S 62°17'15" W, 14.26 feet;

Thence, continuing along said westerly line of Parcel 2009-24, along a tangent curve to the right having a radius of 744.00 feet, a central angle of 28°47'22", and an arc length of 347.67 feet;

Thence, S 28°40'18" E, 28.46 feet;

Thence, along a non-tangent curve to the right, from a tangent which bears S 88°12'45" W, having a radius of 769.00 feet, a central angle of 82°03'11", and an arc length of 1101.28 feet;

Thence, N 06°01'49" E, 136.77 feet;

Thence, N 00°37'51" E, 551.28 feet;

Thence, N 55°29'54" W, 103.60 feet;

Thence, N 65°54'32" E, 414.73 feet;

Thence, N 28°54'55" W, 594.34 feet, to the POINT OF BEGINNING.

CONTAINING: 12.55 acres of land, more or less.

BASIS OF BEARINGS: Nevada State Plane coordinated system, West Zone (NAD 83/94).

The above Description previously appeared in Document No. 115781, recorded 10/24/2021 in the Official Records of Storey County, Nevada.

Prepared by:
Lumas & Associates, Inc.
David C. Crook, PLS 10836
178 South Maine Street
Fallon, NV 89406

10/21/2021

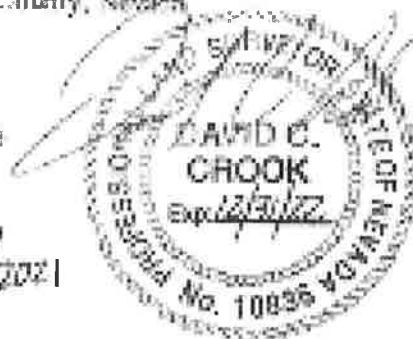


EXHIBIT "A"
APN 005-061-52
PARCEL 2017-28

All that certain parcel situate within a portion of the Northwest One-Quarter (NW 1/4) of Section Eleven (11), Township Nineteen (19) North, Range Twenty-Two (22) East, Mount Diablo Meridian, Storey County, Nevada, being a portion of Parcel 2011-14 as shown on Record of Survey Map, File No. 115780 in the Official Records of Storey County, Nevada, said Parcel being more particularly described as follows:

BEGINNING at a point on the easterly line of said Parcel 2011-14, being on the westerly line Parcel 2005-4A shown on Record of Survey Map, File No. 99905 in the Official Records of Storey County, Nevada, from which the north 1/4 corner of said Section 11 bears North 61°48'32" East, 1773.80 feet;

THENCE leaving said easterly and westerly lines, South 65°12'30" West, 145.61 feet;

THENCE South 48°19'07" West, 88.24 feet;

THENCE South 07°27'29" West, 574.64 feet;

THENCE South 16°45'01" East, 157.25 feet;

THENCE South 60°13'24" East, 333.01 feet;

THENCE North 88°49'24" East, 357.24 feet;

THENCE South 54°55'45" East, 141.25 feet to the above mentioned easterly line of said Parcel 2011-14;

THENCE along said easterly line, South 04°26'29" East, 119.41 feet;

THENCE continuing along said easterly line, South 27°22'45" East, 73.04 feet to the southeast corner of said Parcel 2011-14;

THENCE along the southerly and westerly line of said Parcel 2011-14 the following eight (8) courses and distances:

- 1) South 68°58'59" West, 242.16 feet to the beginning of a curve to the right;
- 2) 1097.10 feet along the arc of a 563.00 foot radius curve, through a central angle of 113°39'01";
- 3) North 08°57'51" East, 1144.76 feet to the beginning of a curve to the left;

- 4) 252.54 feet along the arc of a 681.08 foot radius curve, through a central angle of $21^{\circ}14'50''$;
- 5) North $20^{\circ}16'59''$ West, 822.32 feet to the beginning of a curve to the right;
- 6) 235.82 feet along the arc of a 557.00 foot radius curve, through a central angle of $20^{\circ}31'55''$;
- 7) North $00^{\circ}03'04''$ West, 964.28 feet to the beginning of a curve to the right and;
- 8) 130.86 feet along the arc of a 637.00 foot radius curve, through a central angle of $11^{\circ}24'44''$ to the northwest corner of said Parcel 2011-14, being on the southerly right-of-way line of West Denmark Drive as dedicated to Storey County per Document No. 110597 in the Official Records of Storey County, Nevada;

THENCE along the northerly line of said Parcel 2011-14, coincident with said southerly right-of-way line, South $73^{\circ}15'08''$ East, 91.16 feet to the northeast corner of said Parcel 2011-14;

THENCE leaving said southerly right-of-way line, along the easterly line of said Parcel 2011-14, South $02^{\circ}09'22''$ East, 1261.39 feet;

THENCE continuing along said easterly line, South $24^{\circ}47'10''$ East, 1497.63 feet to the POINT OF BEGINNING.

Said Parcel 2017-28 contains 21.60 acres of land, more or less.

BASIS OF BEARINGS:

The BASIS OF BEARINGS for this description is N $65^{\circ}20'45''$ E, being the grid bearing between NGS Sta. N339 and Sta. X146. The following Nevada Coordinate Systems, West Zone values are based on the North American Datum of 1983/94 HARN EXTENSION:

N339 (GRID)

Northing 4534610.362 Meters (14877300.529 U.S. Survey Feet)

Easting 722748.649 Meters (2371217.889 U.S. Survey Feet)

X146 (GRID)

Northing 4540725.791 Meters (14897364.533 U.S. Survey Feet)

Easting 738151.965 Meters (2421755.572 U.S. Survey Feet)

Except for the values shown above, coordinates shown on this plan are ground equivalent values, based on the Local Projection Combined Factor of 1.000254925.

The above Description previously appeared in Document No. 126404, recorded 09/19/2017 in the Official Records of Storey County, Nevada

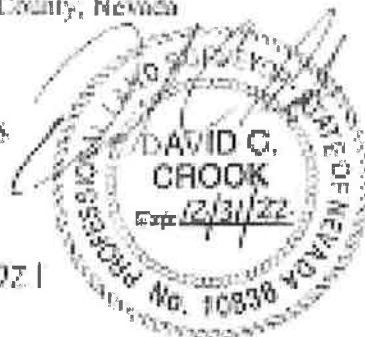
Prepared by:

Lamos & Associates, Inc.

David C. Crook, PLS 10836

178 South Maine Street

Fallon, NV 89406



10/21/2021

WRITTEN OFFER OF RECONVEYANCE

To: Tahoe-Reno Industrial Center, LLC

From: Board of Storey County Commissioners

Date: _____, 2021

WHEREAS, The Board of Storey County Commissioners has passed Resolution 21-634 pursuant to NRS 244.290 stating its determination that reconveyance of Assessor's Parcel Numbers 005-061-41 and 005-061-52 in Storey County ("County"), Nevada, and more particularly described on Exhibit "A", attached hereto and incorporated herein, would be in the best interest of the County and its residents.

APNs 005-061-41 and 005-061-52 were dedicated to the County by deeds from Tahoe-Reno Industrial Center, LLC ("TRI"). The deed for APN 005-061-41 was recorded on May 2, 2012 as Document No. 116608 in the office of the Recorder of County. The deed for APN 005-061-52 was recorded on September 19, 2017 as Document No. 126404.

NOW THEREFORE, THIS INSTRUMENT IS A WRITTEN OFFER pursuant to NRS 244.290 to the person from whom APNs 005-061-41 and 005-061-52 were acquired, Tahoe-Reno Industrial Center, LLC, to reconvey said parcels to TRI.

**BOARD OF COUNTY COMMISSIONERS for
the County of Storey**, a political subdivision of the
State of Nevada

By: _____
JAY CARMONA, Chairman

October 21, 2021
Job No. 9371.000-Task 021

EXHIBIT "A"
APN 005-061-41
PARCEL 2011-13

All that certain real property situated within the southwest one-quarter (1/4) of Section Two (2), and the northwest one-quarter (1/4) of Section Eleven (11), Township 19 North, Range 22 East, Mount Diablo Meridian, Storey County, State of Nevada, being a portion of Parcel 2009-24 as shown on that "Record Of Survey To Support A Boundary Line Adjustment For Tahoe Reno Industrial Center, LLC", recorded in the office of the Storey County Recorder, March 11, 2010, as Document No. 112718, Official Records of Storey County, Nevada, more particularly described as follows:

BEGINNING at a point on the westerly line of said Parcel 2009-24, from which point the northwest section corner of said Section 11 bears N 89°19'22" W, 278.95 feet;

Thence, along said westerly line of Parcel 2009-24, N 05°16'25" W, 402.00 feet;

Thence, continuing along said westerly line of Parcel 2009-24, N 12°55'20" W, 305.10 feet;

Thence, N 23°29'05" E, 327.50 feet;

Thence, N 02°22'05" W, 225.06 feet;

Thence, N 12°40'21" W, 466.52 feet;

Thence, along a non-tangent curve to the right, from a tangent which bears N 10°00'41" E, having a radius of 770.00 feet, a central angle of 18°33'42", and an arc length of 249.45 feet, to the northwest corner of said Parcel 2009-24, said point being on the south line of West Denmark Drive, dedicated to Storey County per Document No. 110597;

Thence, along said south line of West Denmark Drive, coincident with the south line of said Parcel 2009-24, along a non-tangent curve to the right, from a tangent which bears S 82°17'26" E, having a radius of 170.00 feet, a central angle of 09°02'38", and an arc length of 26.82 feet;

Thence, continuing along said south line of West Denmark Drive, S 73°15'08" E, 176.00 feet;

Thence, leaving said south line of West Denmark Drive and said north line of Parcel 2009-24, along a non-tangent curve to the left, from a tangent which bears S 11°33'04" W, having a radius of 681.00 feet, a central angle of 11°26'08", and an arc length of 137.90 feet;

Thence, S 00°03'04" E, 964.28 feet;

Thence, along a tangent curve to the left, having a radius of 681.00 feet, a central angle of 20°33'55", and an arc length of 244.45 feet;

Thence, S 10°36'59" E, 322.32 feet;

Thence, along a tangent curve to the right having a radius of 653.00 feet, a central angle of 21°14'50", and an arc length of 243.64 feet;

Thence, S 00°37'51" W, 1144.76 feet;

Thence, along a tangent curve to the left having a radius of 587.00 feet, a central angle of 111°39'01", and an arc length of 1143.87 feet;

Thence, N 68°38'50" E, 244.84 feet;

Thence, S 27°22'43" E, 62.81 feet to the westerly line of said Parcel 2009-24;

Thence, along said westerly line of Parcel 2009-24, S 62°37'15" W, 34.26 feet;

Thence, continuing along said westerly line of Parcel 2009-24, along a tangent curve to the right having a radius of 744.00 feet, a central angle of 26°17'22", and an arc length of 347.87 feet;

Thence, S 28°40'18" E, 28.46 feet;

Thence, along a non-tangent curve to the right, from a tangent which bears S 88°12'45" W, having a radius of 769.00 feet, a central angle of 82°05'11", and an arc length of 1101.28 feet;

Thence, N 00°01'49" E, 136.77 feet;

Thence, N 00°37'53" E, 351.28 feet;

Thence, N 55°29'54" W, 103.60 feet;

Thence, N 08°54'12" E, 434.72 feet;

Thence, N 28°54'55" W, 594.34 feet, to the POINT OF BEGINNING.

CONTAINING: 12.55 acres of land, more or less.

BASIS OF BEARINGS: Nevada State Plane coordinated system, West Zone (NAD 83/94).

The above Description previously appeared in Document No. 115781, recorded 10/24/2011 in the Official Records of Storey County, Nevada.

Prepared by:
Lumas & Associates, Inc.
David C. Crook, PLS 10836
178 South Maine Street
Fallon, NV 89406

10/21/2021



EXHIBIT "A"
APN 005-061-51
PARCEL 2011-14

All that certain parcel situate within a portion of the Northwest One-Quarter (NW 1/4) of Section Eleven (11), Township Nineteen (19) North, Range Twenty-Two (22) East, Mount Diablo Meridian, Storey County, Nevada, being a portion of Parcel 2011-14 as shown on Record of Survey Map, File No. 115780 in the Official Records of Storey County, Nevada, said Parcel being more particularly described as follows:

BEGINNING at a point on the easterly line of said Parcel 2011-14, being on the westerly line Parcel 2005-4A shown on Record of Survey Map, File No. 99905 in the Official Records of Storey County, Nevada, from which the north 1/4 corner of said Section 11 bears North $61^{\circ}49'32''$ East, 1773.80 feet;

THENCE leaving said easterly and westerly lines, South $65^{\circ}12'50''$ West, 145.61 feet;

THENCE South $48^{\circ}19'07''$ West, 88.24 feet;

THENCE South $07^{\circ}27'29''$ West, 574.64 feet;

THENCE South $16^{\circ}45'01''$ East, 157.25 feet;

THENCE South $60^{\circ}10'24''$ East, 333.01 feet;

THENCE North $89^{\circ}49'24''$ East, 357.24 feet;

THENCE South $54^{\circ}56'45''$ East, 141.25 feet to the above mentioned easterly line of said Parcel 2011-14;

THENCE along said easterly line, South $04^{\circ}26'20''$ East, 119.42 feet;

THENCE continuing along said easterly line, South $27^{\circ}22'45''$ East, 73.04 feet to the southeast corner of said Parcel 2011-14;

THENCE along the southerly and westerly line of said Parcel 2011-14 the following eight (8) courses and distances:

- 1) South $68^{\circ}58'50''$ West, 242.16 feet to the beginning of a curve to the right;
- 2) 1097.10 feet along the arc of a 563.00 foot radius curve, through a central angle of $113^{\circ}19'01''$;
- 3) North $60^{\circ}37'51''$ East, 1144.76 feet to the beginning of a curve to the left;

- 4) 252.54 feet along the arc of a 681.00 foot radius curve, through a central angle of $21^{\circ}14'50''$;
- 5) North $20^{\circ}16'59''$ West, 822.32 feet to the beginning of a curve to the right;
- 6) 235.82 feet along the arc of a 557.00 foot radius curve, through a central angle of $20^{\circ}31'55''$;
- 7) North $00^{\circ}03'04''$ West, 964.28 feet to the beginning of a curve to the right and;
- 8) 130.86 feet along the arc of a 657.00 foot radius curve, through a central angle of $11^{\circ}24'44''$ to the northwest corner of said Parcel 2011-14, being on the southerly right-of-way line of West Denmark Drive as dedicated to Storey County per Document No. 110597 in the Official Records of Storey County, Nevada;

THENCE along the northerly line of said Parcel 2011-14, coincident with said southerly right-of-way line, South $73^{\circ}15'08''$ East, 91.16 feet to the northeast corner of said Parcel 2011-14;

THENCE leaving said southerly right-of-way line, along the easterly line of said Parcel 2011-14, South $02^{\circ}09'22''$ East, 1263.39 feet;

THENCE continuing along said easterly line, South $24^{\circ}47'10''$ East, 1497.62 feet to the POINT OF BEGINNING.

Said Parcel 2017-28 contains 21.60 acres of land, more or less.

BASIS OF BEARINGS:

The BASIS OF BEARINGS for this description is $N 68^{\circ}20'45'' E$, being the grid bearing between NGS Sta. N339 and Sta. X146. The following Nevada Coordinate System, West Zone values are based on the North American Datum of 1983/94 HARN EXTENSION:

N339 (GRID)

Northing 4534610.362 Meters (14877300.529 U.S. Survey Feet)

Easting 722748.649 Meters (2371217.859 U.S. Survey Feet)

X146 (GRID)

Northing 4540725.791 Meters (14897364.533 U.S. Survey Feet)

Easting 738151.965 Meters (2421755.572 U.S. Survey Feet)

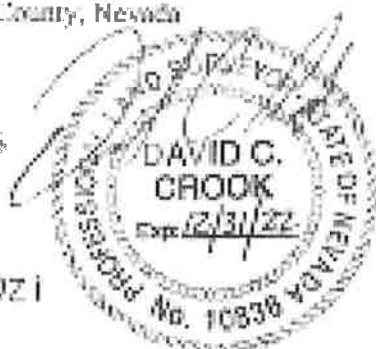
Except for the values shown above, coordinates shown on this plat are ground equivalent values, based on the Local Projection Combined Factor of 1.000254925.

The above Description previously appeared in Document No. 126404, recorded 09/05/2017 in the Official Records of Storey County, Nevada.

Prepared by:

Lumas & Associates, Inc.
David C. Crook, PLS 10836
178 South Maine Street
Fallon, NV 89406

10/21/2021



After Recording, Return To:

Tahoe-Reno Industrial Center, LLC
PO Box 838
Poway, CA 92074

APNs: 005-061-41 and 005-061-52

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

DEED OF RECONVEYANCE
(Drainageways)

This Deed of Reconveyance is made to **TAHOE-RENO INDUSTRIAL CENTER, LLC**, a Nevada limited liability company, referred to as "Grantee"; by the **COUNTY OF STOREY**, a political subdivision of the State of Nevada, referred to as "Grantor".

Pursuant to 244.290, after passage of Resolution 21- 634 on November 2, 2021, 2021 by the Board of County Commissioners of Grantor, and acceptance by Grantee of Grantor's written offer of reconveyance, and other valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, bargains, sells and conveys to Grantee all Grantor's right, title and interest in the real property located in Storey County, Nevada, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

TOGETHER WITH ALL and singular the improvements, tenements, hereditaments and appurtenances thereunto belonging or in any manner appertaining, and the reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto Grantee and to its successors and assigns forever.

COUNTY OF STOREY, a political
subdivision of the State of Nevada

By: _____
JAY CARMONA, Chairman,
Board of County Commissioners

Date: _____

STATE OF NEVADA)
) ss.
COUNTY OF STOREY)

This instrument was acknowledged before me on _____, 2021
by Jay Carmona, Chairman of the Board of Storey County Commissioners.

Signature of Notary Officer

October 21, 2021
Job No. 9373.000-Task 021

EXHIBIT "A"
APN 005-061-41
PARCEL 2011-13

All that certain real property situated within the southwest one-quarter (1/4) of Section Two (2), and the northwest one-quarter (1/4) of Section Eleven (11), Township 19 North, Range 22 East, Mount Diablo Meridian, Storey County, State of Nevada, being a portion of Parcel 2009-24 as shown on that "Record Of Survey To Support A Boundary Line Adjustment For Tahoe Reno Industrial Center, LLC", recorded in the office of the Storey County Recorder, March 11, 2010, as Document No. 112778, Official Records of Storey County, Nevada, more particularly described as follows:

BEGINNING at a point on the westerly line of said Parcel 2009-24, from which point the northwest section corner of said Section 11 bears N 89°19'22" W, 278.95 feet;

Thence, along said westerly line of Parcel 2009-24, N 05°16'25" W, 402.00 feet;

Thence, continuing along said westerly line of Parcel 2009-24, N 32°55'20" W, 305.10 feet;

Thence, N 33°29'05" E, 327.80 feet;

Thence, N 02°22'05" W, 223.06 feet;

Thence, N 22°40'21" W, 456.32 feet;

Thence, along a non-tangent curve to the right, from a tangent which bears N 10°00'41" E, having a radius of 770.00 feet, a central angle of 18°33'43", and an arc length of 249.45 feet, to the northwest corner of said Parcel 2009-24, said point being on the south line of West Denmark Drive, dedicated to Storey County per Document No. 110597;

Thence, along said south line of West Denmark Drive, coincident with the north line of said Parcel 2009-24, along a non-tangent curve to the right, from a tangent which bears S 82°17'26" E, having a radius of 170.00 feet, a central angle of 09°02'18", and an arc length of 26.62 feet;

Thence, continuing along said south line of West Denmark Drive, S 73°15'05" E, 176.00 feet;

Thence, leaving said south line of West Denmark Drive and said north line of Parcel 2009-24, along a non-tangent curve to the left, from a tangent which bears S 11°33'04" W, having a radius of 681.00 feet, a central angle of 11°16'08", and an arc length of 137.60 feet;

Thence, S 00°03'04" E, 964.38 feet;

Thence, along a tangent curve to the left having a radius of 681.00 feet, a central angle of 20°33'55", and an arc length of 244.43 feet;

Thence, S 10°36'59" E, 822.32 feet;

Thence, along a tangent curve to the right having a radius of 657.00 feet, a central angle of 21°14'50", and an arc length of 243.64 feet;

Thence, S 00°51'51" W, 1144.76 feet;

Thence, along a tangent curve to the left having a radius of 587.00 feet, a central angle of 11°39'01", and an arc length of 1143.87 feet;

Thence, N 68°38'50" E, 244.84 feet;

Thence, S 21°22'43" E, 62.81 feet to the westerly line of said Parcel 2009-24;

Thence, along said westerly line of Parcel 2009-24, S 62°11'15" W, 34.26 feet;

Thence, continuing along said westerly line of Parcel 2009-24, along a tangent curve to the right having a radius of 744.00 feet, a central angle of 28°43'22", and an arc length of 347.57 feet;

Thence, S 29°00'15" E, 28.46 feet;

Thence, along a non-tangent curve to the right, from a tangent which bears S 88°22'45" W, having a radius of 769.00 feet, a central angle of 82°03'11", and an arc length of 1101.28 feet;

Thence, N 06°01'49" E, 136.77 feet;

Thence, N 06°37'51" E, 351.38 feet;

Thence, N 55°29'54" W, 103.60 feet;

Thence, N 68°54'32" E, 414.73 feet;

Thence, N 28°54'55" W, 594.34 feet, to the POINT OF BEGINNING.

CONTAINING: 12.55 acres of land, more or less.

BASIS OF BEARINGS: Nevada State Plane coordinated system, West Zone (NAD 83/94).

The above Description previously appeared in Document No. 115781, recorded 10/24/2021 in the Official Records of Storey County, Nevada.

Prepared by:
Lumos & Associates, Inc.
David C. Crook, PLS 10836
178 South Maine Street
Fallon, NV 89406

10/21/2021



October 21, 2021
Job No. 9373.000-Task 021

EXHIBIT "A"
APN 005-061-52
PARCEL 2011-28

All that certain parcel situate within a portion of the Northwest One-Quarter (NW 1/4) of Section Eleven (11), Township Nineteen (19) North, Range Twenty-Two (22) East, Mount Diablo Meridian, Storey County, Nevada, being a portion of Parcel 2011-14 as shown on Record of Survey Map, File No. 115780 in the Official Records of Storey County, Nevada, said Parcel being more particularly described as follows:

BEGINNING at a point on the easterly line of said Parcel 2011-14, being on the westerly line Parcel 2005-1A shown on Record of Survey Map, File No. 99905 in the Official Records of Storey County, Nevada, from which the north 1/4 corner of said Section 11 bears North $61^{\circ}48'32''$ East, 1771.80 feet;

THENCE leaving said easterly and westerly lines, South $63^{\circ}12'30''$ West, 143.61 feet;

THENCE South $48^{\circ}19'07''$ West, 88.24 feet;

THENCE South $07^{\circ}27'29''$ West, 574.64 feet;

THENCE South $16^{\circ}45'01''$ East, 157.25 feet;

THENCE South $60^{\circ}13'24''$ East, 303.01 feet;

THENCE North $38^{\circ}49'24''$ East, 157.24 feet;

THENCE South $54^{\circ}56'45''$ East, 141.35 feet to the above mentioned easterly line of said Parcel 2011-14;

THENCE along said easterly line, South $04^{\circ}26'20''$ East, 139.43 feet;

THENCE continuing along said easterly line, South $27^{\circ}22'45''$ East, 73.04 feet to the southeast corner of said Parcel 2011-14;

THENCE along the southerly and westerly line of said Parcel 2011-14 the following eight (8) courses and distances;

- 1) South $68^{\circ}58'50''$ West, 242.16 feet to the beginning of a curve to the right;
- 2) 1097.10 feet along the arc of a 563.00 foot radius curve, through a central angle of $101^{\circ}39'01''$;
- 3) North $00^{\circ}37'31''$ East, 1144.76 feet to the beginning of a curve to the left;

- 4) 252.54 feet along the arc of a 681.00 foot radius curve, through a central angle of $21^{\circ}14'30''$;
- 5) North $20^{\circ}36'59''$ West, 822.32 feet to the beginning of a curve to the right;
- 6) 235.82 feet along the arc of a 557.00 foot radius curve, through a central angle of $20^{\circ}31'55''$;
- 7) North $00^{\circ}03'04''$ West, 964.28 feet to the beginning of a curve to the right and;
- 8) 136.85 feet along the arc of a 657.00 foot radius curve, through a central angle of $21^{\circ}24'44''$ to the northwest corner of said Parcel 2011-14, being on the southerly right-of-way line of West Denmark Drive as dedicated to Storey County per Document No. 110597 in the Official Records of Storey County, Nevada;

THENCE along the northerly line of said Parcel 2011-14, coincident with said southerly right-of-way line, South $73^{\circ}15'08''$ East, 91.16 feet to the northeast corner of said Parcel 2011-14;

THENCE leaving said southerly right-of-way line, along the easterly line of said Parcel 2011-14, South $02^{\circ}09'22''$ East, 1263.39 feet;

THENCE continuing along said easterly line, South $24^{\circ}47'10''$ East, 1497.63 feet to the POINT OF BEGINNING.

Said Parcel 2017-28 contains 21.60 acres of land, more or less.

BASIS OF BEARINGS:

The BASIS OF BEARINGS for this description is N $68^{\circ}20'45''$ E, being the grid bearing between N339 Sta. N339 and Sta. X146. The following Nevada Coordinate System, West Zone values are based on the North American Datum of 1983/94 HARN EXTENSION:

N339 (GRID)

Northing 4534610.362 Meters (14877300.829 U.S. Survey Feet)

Easting 722748.649 Meters (2371217.859 U.S. Survey Feet)

X146 (GRID)

Northing 4540725.791 Meters (14897364.533 U.S. Survey Feet)

Easting 738151.965 Meters (2421755.572 U.S. Survey Feet)

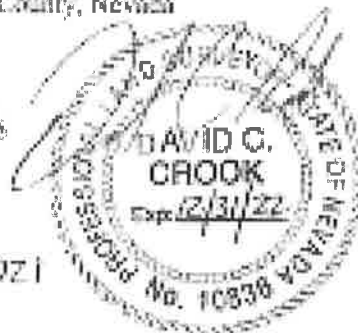
Except for the values shown above, coordinates shown on this plat are ground equivalent values, based on the Local Projection Combined Factor of 1.000254925.

The above Description previously appeared in Document No. 126404, recorded 09/19/2017 in the Official Records of Storey County, Nevada

Prepared by:

Lunn & Associates, Inc.
David C. Crook, PLS 10836
176 South Maine Street
Fallon, NV 89406

12/21/2021





Storey County Board of County Commissioners Agenda Action Report

Meeting date: 11/2/2021 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 continue 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, including a PUD at Painted Rock, through existing legal framework and the 2016 Master Plan of Storey County, regardless of the status of the legislative interim committee.
- **Prepared by:** Austin Osborne

Department:

Contact Number: 7758470968

- **Staff Summary:** A letter from Blockchains, LLC was submitted to Governor Sisolak on or about September 30 stating that it will withdraw its interest and participation in the innovation zones legislative interim committee, that it will no longer be pursuing development at Painted Rock, and that it will pursue innovative technologies within existing regulatory framework. Storey County and other interested groups are communicating with state and regional leaders to determine the status of the committee henceforth. The county has maintained consistent support for technology and certain residential development, and opposition to separatist governance. County staff recommends that the county continues to support innovative technology development, cryptocurrencies and similar currencies when appropriately regulated by the state, and mixed-use residential development at Painted Rock in accordance with the county master plan. Latest known materials on this matter are posted on the county's website at <https://www.storeycounty.org/631/Innovation-Zone-Updates>.
- **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 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 the draft bill. We will continue exploring ways in which objectives for residential and tech development in the draft legislation may be achieved within existing local and state regulatory framework.

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

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

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

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

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

Respectfully submitted,



Austin Osborne

Storey County Manager

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

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



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 11/2/2021 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. 48Forty Solutions LLC – Out of County / 7700 Southland Blvd. Ste. 160 ~ Orlando, FL
- B. Big Bear Springs – General / 188 S. C St. ~ Virginia City, NV
- C. Nevada One Stucco, LLC – Contractor / 17295 Aquamarine Dr. ~ Reno, NV
- D. Oskar Septic Service, LLC – Out of County / 15 Thurston Way ~ Yerington, NV
- E. Silver Mountain Retreat – General / 465 S. 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:**

☐ Approved

☐ Approved with Modification

<input type="checkbox"/> Denied	<input type="checkbox"/> Continued
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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

October 24, 2021
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **November 2, 2021**

COMMISSIONERS Consent Agenda:

SECOND READINGS:

- A. 48Forty Solutions LLC** – Out of County / 7700 Southland Blvd. Ste. 160 ~ Orlando, FL
- B. Big Bear Springs** – General / 188 S. C St. ~ Virginia City, NV
- C. Nevada One Stucco, LLC** – Contractor / 17295 Aquamarine Dr. ~ Reno, NV
- D. Oskar Septic Service, LLC** – Out of County / 15 Thurston Way ~ Yerington, NV
- E. Silver Mountain Retreat** – General / 465 S. C St. ~ Virginia City, NV

Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office