



Board of Storey County Commissioners Agenda Action Report

Meeting date: 4/18/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 1 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the agenda for the April 18, 2023 meeting.
- **Recommended motion:** Approve or amend as necessary.
- **Prepared by:** Brandie Lopez

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

- **Staff Summary:** see attached.
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 4/18/2023 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 0-5

Agenda Item Type: Consent Agenda

- **Title:** For possible action, approval of business license first readings:
 - A. Comstock Creations – Home Business / 127 Mary Lane ~ Dayton, NV
 - B. Divide Graphics – Home Business / 915 S.C St. ~ Virginia City, NV
 - C. El Reyo Landscape Inc. – Contractor / 178 Garnet Circle ~ Mound House, NV
 - D. Gomez Roofing INC – Contractor / PO Box 757 ~ Dayton, NV
 - E. Pioneer Electric LTD – Contractor / 1790 Carson Ave. ~ Sparks, NV
 - F. Zion Builders, Inc. – Contractor / 1170 Marietta Way ~ Sparks, NV
- **Recommended motion:** None required (if approved as part of the Consent Agenda) I move to approve all first readings (if removed from consent agenda by request).
- **Prepared by:** Ashley Mead

Department:

Contact Number: 7758470966

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

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

- **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: Jim Hindle, Clerk's office
Austin Osborne, County Manager

April 10, 2023
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **April 18, 2023**

COMMISSIONERS Consent Agenda:

FIRST READINGS:

- A. Comstock Creations** – Home Business / 127 Mary Lane ~ Dayton, NV
- B. Divide Graphics** – Home Business / 915 S.C St. ~ Virginia City, NV
- C. El Reyo Landscape Inc.** – Contractor / 178 Garnet Circle ~ Mound House, NV
- D. Gomez Roofing INC** – Contractor / PO Box 757 ~ Dayton, NV
- E. Pioneer Electric LTD** – Contractor / 1790 Carson Ave. ~ Sparks, NV
- F. Zion Builders, Inc.** – Contractor / 1170 Marietta Way ~ Sparks, NV

Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office



Board of Storey County Commissioners Agenda Action Report

Meeting date: 4/18/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 0 min

Agenda Item Type: Consent Agenda

- **Title:** Approval of claims in the amount of \$1,039,097.49
- **Recommended motion:** Approval of claims as submitted
- **Prepared by:** Cory Y Wood

Department: **Contact Number:** 7758471133

- **Staff Summary:** Plesae 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



STOREY COUNTY

Check Register

Packet: APPKT05176 - 2023-03-24 AP Payments cw

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
406777	DOWL LLC	03/23/2023	EFT	0.00	800.00	
406785	SPARKS BLACK RIFLE	03/24/2023	Regular	0.00	3,866.91	109648
406510	SILVER STATE GOVERNMENT RELAT	03/24/2023	Regular	0.00	4,000.00	109649
405684	AFFORDABLE OFFICE FURNITURE AN	03/24/2023	Regular	0.00	898.00	109650
403795	ALPINE LOCK INC	03/24/2023	Regular	0.00	87.50	109651
100135	ALSCO INC	03/24/2023	Regular	0.00	271.16	109652
406619	AMAZON BUSINESS	03/24/2023	Regular	0.00	445.98	109653
403651	ARC HEALTH AND WELLNESS	03/24/2023	Regular	0.00	1,944.00	109654
404420	ARCADIA PUBLISHING INC	03/24/2023	Regular	0.00	274.88	109655
406683	SIERRA MEAT CO, FLOCCHINI FAM F	03/24/2023	Regular	0.00	824.42	109656
99663	AT&T MOBILITY II LLC	03/24/2023	Regular	0.00	1,235.32	109657
100073	AUTO & TRUCK ELECTRIC, INC	03/24/2023	Regular	0.00	3,114.00	109658
405077	MACKAY MANSION	03/24/2023	Regular	0.00	67.50	109659
100471	MOUNDHOUSE TRUE VALUE HARDV	03/24/2023	Regular	0.00	492.68	109660
406567	BROWNE, SALLY	03/24/2023	Regular	0.00	278.20	109661
405766	BURNEY'S COMMERCIAL SERVICE OI	03/24/2023	Regular	0.00	705.00	109662
403671	WASHOE CLUB MUSEUM	03/24/2023	Regular	0.00	146.50	109663
406806	CALDWELL, ALICIA	03/24/2023	Regular	0.00	955.79	109664
100486	CAPITOL REPORTERS	03/24/2023	Regular	0.00	87.60	109665
404500	CARSON DODGE CHRYSLER INC	03/24/2023	Regular	0.00	331.03	109666
404216	CARSON VALLEY OIL CO	03/24/2023	Regular	0.00	6,480.89	109667
405519	CIGNA HEALTH & LIFE INSURANCE C	03/24/2023	Regular	0.00	17,831.04	109668
100654	CINDERLITE TRUCKING CORP	03/24/2023	Regular	0.00	442.58	109669
404434	CIVICPLUS, LLC	03/24/2023	Regular	0.00	550.00	109670
405134	CMC TIRE INC	03/24/2023	Regular	0.00	64.00	109671
404833	COMSTOCK FOUNDATION FOR HIST	03/24/2023	Regular	0.00	144.00	109672
406406	COMSTOCK PROPANE	03/24/2023	Regular	0.00	9,022.31	109673
103220	ON THE SIDE GRAPHICS & SIGNS	03/24/2023	Regular	0.00	70.00	109674
404466	FIRST CHOICE COFFEE SRV	03/24/2023	Regular	0.00	89.85	109675
99652	COMSTOCK CHRONICLE	03/24/2023	Regular	0.00	593.25	109676
406832	DUFRESNE, KELLY	03/24/2023	Regular	0.00	6.17	109677
406787	ERIC'S MOBILE GLASS LLP	03/24/2023	Regular	0.00	540.00	109678
403835	EWING IRRIGATION PRODUCTS, INC	03/24/2023	Regular	0.00	499.66	109679
403216	FARR WEST ENGINEERING	03/24/2023	Regular	0.00	189.00	109680
405264	FIDELITY SEC LIFE INS CO	03/24/2023	Regular	0.00	237.51	109681
102575	NAPA AUTO AND TRUCK PARTS	03/24/2023	Regular	0.00	63.98	109682
406833	FIVESTAR RUBBER STAMP ETC. INC	03/24/2023	Regular	0.00	21.40	109683
404117	FLEET HEATING & AIR INC	03/24/2023	Regular	0.00	483.00	109684
404640	GLADDING, EDWARD A.	03/24/2023	Regular	0.00	2,565.00	109685
103470	GREAT BASIN TERMITE & PEST CON	03/24/2023	Regular	0.00	225.00	109686
405784	LAKOTA HRM, LLC	03/24/2023	Regular	0.00	1,800.00	109687
406586	GRENNAN, RENE M	03/24/2023	Regular	0.00	622.30	109688
403040	HENRY SCHEIN, INC.	03/24/2023	Regular	0.00	387.34	109689
403105	HOSE & FITTINGS ETC	03/24/2023	Regular	0.00	1,742.29	109690
404328	INTERCEPT INC	03/24/2023	Regular	0.00	370.00	109691
100978	INTERSTATE OIL CO	03/24/2023	Regular	0.00	2,917.57	109692
405726	IT1 CONSULTING, LLC	03/24/2023	Regular	0.00	14,871.26	109693
403834	IT1 SOURCE LLC	03/24/2023	Regular	0.00	4,529.99	109694
103317	SILVER STATE INTERNATIONAL TRUC	03/24/2023	Regular	0.00	111.27	109695
406428	J W WELDING SUPPLIES & TOOLS	03/24/2023	Regular	0.00	384.36	109696
103032	JOHN DEERE FINANCIAL POWERPLA	03/24/2023	Regular	0.00	610.28	109697
406617	JOHN H BURROWS INC	03/24/2023	Regular	0.00	451.43	109698
405263	KANSAS CITY LIFE INS CO	03/24/2023	Regular	0.00	1,146.00	109699
101040	L N CURTIS & SONS	03/24/2023	Regular	0.00	17,125.00	109700

Check Register

Packet: APPKT05176-2023-03-24 AP Payments cw

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
405184	LAS VEGAS TACTICAL LLC.	03/24/2023	Regular	0.00	1,894.70	109701
405402	LICATA, DANTE	03/24/2023	Regular	0.00	610.00	109702
101030	LIFE-ASSIST INC	03/24/2023	Regular	0.00	1,665.06	109703
404102	LIQUID BLUE EVENTS LLC	03/24/2023	Regular	0.00	9,000.00	109704
102751	LYON CO COMPTROLLER	03/24/2023	Regular	0.00	7,212.25	109705
404363	MA LABS INC	03/24/2023	Regular	0.00	1,111.59	109706
404786	THE ROASTING HOUSE LLC	03/24/2023	Regular	0.00	6,789.60	109707
102857	MICHAEL HOHL MOTOR CO	03/24/2023	Regular	0.00	69,985.70	109708
403096	MONARCH DIRECT LLC	03/24/2023	Regular	0.00	357.50	109709
101343	NEV DEPT HUMAN RESOURCES	03/24/2023	Regular	0.00	2,195.35	109710
101969	NEV HUMAN RESOURCES	03/24/2023	Regular	0.00	11,665.50	109711
404940	NEV HUMAN RESOURCES, LV	03/24/2023	Regular	0.00	2,752.50	109712
101319	NEV PUBLIC DEFENDER	03/24/2023	Regular	0.00	22,494.24	109713
102309	NEV RURAL WATER ASSOC	03/24/2023	Regular	0.00	2,720.00	109714
406706	AT&T NEVADA	03/24/2023	Regular	0.00	57.73	109715
406600	NORTHWEST FIRE FIGHTER BENEFIT	03/24/2023	Regular	0.00	5,135.50	109716
99806	CONCENTRA MED CNTR/ADV SPCLS	03/24/2023	Regular	0.00	2,007.00	109717
402926	OFFSITE DATA DEPOT, LLC	03/24/2023	Regular	0.00	342.84	109718
404118	OPTUMINSIGHT INC	03/24/2023	Regular	0.00	352.50	109719
405127	O'REILLY AUTO PARTS	03/24/2023	Regular	0.00	1,337.16	109720
404556	OUTFRONT MEDIA LLC	03/24/2023	Regular	0.00	704.00	109721
404983	PACIFIC CREST UNIFORM CO	03/24/2023	Regular	0.00	1,098.50	109722
403895	WAY IT WAS MUSEUM	03/24/2023	Regular	0.00	24.50	109723
404845	PILOT THOMAS LOGISTICS LLC	03/24/2023	Regular	0.00	3,473.54	109724
404837	PIPER'S OPERA HOUSE	03/24/2023	Regular	0.00	24.00	109725
103221	PEBP	03/24/2023	Regular	0.00	2,231.56	109726
406830	QUALIFICATION TARGETS INC	03/24/2023	Regular	0.00	196.82	109727
406815	RCG ECONOMICS LLC	03/24/2023	Regular	0.00	39,375.00	109728
405459	LINDA RITTER CONSULTING	03/24/2023	Regular	0.00	3,355.43	109729
406829	ROLLING ROCK LLC	03/24/2023	Regular	0.00	1,500.00	109730
406536	SAPIENCE PRACTICE	03/24/2023	Regular	0.00	2,500.00	109731
103241	SBC GLOBAL SERVICES IN LD	03/24/2023	Regular	0.00	55.58	109732
406778	SILVER STATE ANALYTICAL LABORAT	03/24/2023	Regular	0.00	346.00	109733
406367	SHEPHERD SCOTT F.	03/24/2023	Regular	0.00	3,700.00	109734
405081	SHERMARK DISTRIBUTORS INC	03/24/2023	Regular	0.00	285.90	109735
404187	SHOAF, BRIAN ALLEN	03/24/2023	Regular	0.00	13.50	109736
102461	SIERRA CONTROLS LLC	03/24/2023	Regular	0.00	1,082.50	109737
405804	BIG O TIRES	03/24/2023	Regular	0.00	72.09	109738
403384	SMITHS FOOD & DRUG CENTER	03/24/2023	Regular	0.00	112.79	109739
403234	TAHOE SUPPLY COMPANY LLC	03/24/2023	Regular	0.00	422.26	109740
101717	ST CO SCHOOL DISTRICT	03/24/2023	Regular	0.00	250.00	109741
405475	STAPLES BUSINESS ADVANTAGE	03/24/2023	Regular	0.00	1,080.00	109742
403722	NEV DIV OF PUBLIC & BEHAVIORAL	03/24/2023	Regular	0.00	8,759.54	109743
404028	STATE OF NEVADA-RURAL REGIONA	03/24/2023	Regular	0.00	120.25	109744
406494	ROY C STRALLA ATTORNEY AT LAW I	03/24/2023	Regular	0.00	3,125.00	109745
403892	PONDEROSA MINE TOURS	03/24/2023	Regular	0.00	236.00	109746
406676	SWITCH	03/24/2023	Regular	0.00	2,542.46	109747
405185	THATCHER COMPANY	03/24/2023	Regular	0.00	1,328.71	109748
404473	DUBE GROUP ARCHITECTURE	03/24/2023	Regular	0.00	3,200.00	109749
402959	THE FLAG STORE SIGN AND BANNEF	03/24/2023	Regular	0.00	59.00	109750
406828	TITAN ELECTRICAL CONTRACTING IN	03/24/2023	Regular	0.00	20,882.70	109751
402935	PURE WATER SYSTEMS OF NEVADA	03/24/2023	Regular	0.00	99.90	109752
406738	UBEO BUSINESS SERVICES	03/24/2023	Regular	0.00	38.24	109753
406623	US FOODS INC	03/24/2023	Regular	0.00	10,474.64	109754
404486	USA CASH SERVICES MGT INC	03/24/2023	Regular	0.00	81.02	109755
405735	VC TOURS LLC	03/24/2023	Regular	0.00	2,000.00	109756
403268	CELLCO PARTNERSHIP	03/24/2023	Regular	0.00	1,801.21	109757
406579	WASHOE COUNTY	03/24/2023	Regular	0.00	2,493.81	109758
101920	WESTERN NEVADA SUPPLY CO	03/24/2023	Regular	0.00	247.42	109759
406834	WHITE, CANYON	03/24/2023	Regular	0.00	500.00	109760

Check Register

Packet: APPKT05176-2023-03-24 AP Payments cw

Vendor Number
404295Vendor DBA Name
WELLS ONE COMMERCIAL CARDPayment Date
03/24/2023Payment Type
Bank DraftDiscount Amount
0.00Payment Amount
23,278.12Number
DFT0001385

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	228	113	0.00	376,794.79
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	31	1	0.00	23,278.12
EFT's	1	1	0.00	800.00
	260	115	0.00	400,872.91

County Commissioners approval is reported in the
Board of County Commissioners Meeting Minutes

Cory yuwood 3/23/2023
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

[Signature] 3/31/23
Comptroller Date

[Signature] 3/27/2023
Treasurer Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	3/2023	400,872.91
			<u>400,872.91</u>



STOREY COUNTY

Check Register

Packet: APPKT05184 - 2023-03-27 DA Spcl Ck Req cw

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
406812	STATE OF COLORADO JUDICIAL DEP.	03/27/2023	Regular	0.00	22.00	109761

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	22.00
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	0	0	0.00	0.00
	1	1	0.00	22.00

County Commissioners approval is reported in the
Board of County Commissioners Meeting Minutes

Cory J. Woods 3/27/2023
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

J. Mc 3.28.23
Comptroller Date

Debra J. Davis 3/29/23
Treasurer Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	3/2023	22.00
			<u>22.00</u>



STOREY COUNTY

Payroll Check Register

Report Summary

Pay Period: 3/13/2023-3/26/2023

Packet: PRPKT01700 - 2023-03-31 Payroll LS

Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	5	6,872.13
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	189	401,646.97
Total	194	408,519.10

County Commissioners approval is reported in the
Board of County Commissioners Meeting Minutes

Luis Serrano 3/29/23
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

[Signature] 4.7.23
Comptroller Date

[Signature] 3-30-23
Treasurer Date

[Signature] 4/3/23
Deputy Clerk

Reversal @ 1691.99 - ck #037281 issued to cover.
the reversal from
Direct Deposit

Reversal did NOT hit WF in

3/29/2023 11:52:53 AM

March - Full #401,646.97 cleared out of air acct on 3/31/23



STOREY COUNTY

Payroll Check Register Report Summary

Pay Period: 3/13/2023-3/26/2023

Type	Count	Amount
Regular Checks	1	1,691.99
Manual Checks	0	0.00
Reversals	1	-1,691.99
Voided Checks	0	0.00
Direct Deposits	0	0.00
Total	2	0.00

County Commissioners approval is reported in the
Board of County Commissioners Meeting Minutes

Liz Sun
Processed & Submitted to Treasurer by Comptroller Admin

3/31/23
Date

Approved By:

AMC
Comptroller

4-6-23
Date

Deputy Clerk
Treasurer

3/31/23
Date



STOREY COUNTY

Check Register

Packet: APPKT05191 - 2023-03-31 PR Payment LS

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
405456	PUBLIC EMPLOYEES RETIREMENT B	03/31/2023	EFT	0.00	88,574.68	10392
404639	VOYA RETIREMENT INS	03/31/2023	EFT	0.00	8,575.48	10393
300003	AFLAC	03/31/2023	Regular	0.00	974.59	109762
300008	AFSCME LOCAL4041	03/31/2023	Regular	0.00	477.14	109763
405610	CALIFORNIA STATE DISBURSEMENT	03/31/2023	Regular	0.00	395.50	109764
300001	COLONIAL LIFE & ACCIDENT INS CO	03/31/2023	Regular	0.00	103.38	109765
406598	MICHIGAN STATE DISBURSEMENT L	03/31/2023	Regular	0.00	599.31	109766
300011	NEVADA STATE TREASURER	03/31/2023	Regular	0.00	2.00	109767
103233	PUBLIC EMPLOY RETIREMENT SYSTEM	03/31/2023	Regular	0.00	774.00	109768
300010	STATE COLLECTION & DISBURSEMEI	03/31/2023	Regular	0.00	96.54	109769
300006	STOREY CO FIRE FIGHTERS ASSOC	03/31/2023	Regular	0.00	1,860.00	109770
300005	WASHINGTON NATIONAL INS	03/31/2023	Regular	0.00	1,493.99	109771

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	12	10	0.00	6,776.45
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	6	2	0.00	97,150.16
	18	12	0.00	103,926.61

County Commissioners approval is reported in the
Board of County Commissioners Meeting Minutes

Processed & Submitted to Treasurer by Comptroller Admin

Date

Approved By:

Comptroller

Treasurer

Deputy Clerk

4-7-23

Date

3-30-23

Date

4/3/23

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	3/2023	103,926.61
			<u>103,926.61</u>



STOREY COUNTY

Vendor History Report

By Vendor Name

Posting Date Range 03/31/2023 - 03/31/2023

Payment Date Range 03/31/2023 - 03/31/2023

Payable Number	Item Description	Description	Units	Price	Amount	Post Date	1099 Account Number	Payment Number	Account Name	Payment Date	Amount	Shipping Dist Amount	Tax	Discount	Net	Payment
Vendor Set: 01 - Storey County Vendors																
404300 - INTERNAL REVENUE SERVICE																
INV0017476	Medicare	Medicare	0.00	0.00	13,933.64	3/31/2023	001-29503-000	DFT0001391	3/31/2023 Medicare	3/31/2023	64,995.97	0.00	0.00	0.00	64,995.97	64,995.97
					13,933.64						13,933.64	0.00	0.00	0.00	13,933.64	13,933.64
INV0017477	Social Security	Social Security	0.00	0.00	1,225.30	3/31/2023	001-29505-000	DFT0001392	3/31/2023 Social Security	3/31/2023	1,225.30	0.00	0.00	0.00	1,225.30	1,225.30
					1,225.30						1,225.30	0.00	0.00	0.00	1,225.30	1,225.30
INV0017478	Federal Income Tax w/h	Federal Income Tax w/h	0.00	0.00	49,837.03	3/31/2023	001-29501-000	DFT0001393	3/31/2023 Federal w/holding	3/31/2023	49,837.03	0.00	0.00	0.00	49,837.03	49,837.03
					49,837.03						49,837.03	0.00	0.00	0.00	49,837.03	49,837.03
Vendors: (1)											Total 01 - Storey County Vendors:	64,995.97	0.00	0.00	64,995.97	64,995.97
Vendors: (1)											Report Total:	64,995.97	0.00	0.00	64,995.97	64,995.97

County Commissioners approval is reported in the Board of County Commissioners Meeting Minutes

Processed & Submitted to Treasurer by Comptroller Admin

Approved By:

Comptroller

Treasurer



STOREY COUNTY

Check Register

Packet: APPKT05192 - 2023-03-31 PERS 715 LS

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
405456	PUBLIC EMPLOYEES RETIREMENT BC	03/31/2023	EFT	0.00	60,760.90	10394

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	60,760.90
	2	1	0.00	60,760.90

County Commissioners approval is reported in the
Board of County Commissioners Meeting Minutes

Lucy Smith 3/29/23
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

McCa 4.6.23
Comptroller Date

Deputy Clerk 4/3/23
Treasurer Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	3/2023	60,760.90
			<u>60,760.90</u>



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 4/18/2023 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 5 minutes

Agenda Item Type: Consent Agenda

- **Title:** Justice Court Quarterly Report
- **Recommended motion:** Approve
- **Prepared by:** EF Herrington

Department: **Contact Number:** 1775847-0962

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

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

Virginia Township Justice Court ~ Storey County, Nevada

800 South C Street – PO Box 674
Virginia City, Nevada 89440

775-847-0962 • Facsimiles 775-847-0915
www.storeycounty.org

FILED
2023 MAR 31 PM 1:10

STOREY COUNTY CLERK

BY A. DUKE
DEPUTY

March 31, 2023

QUARTERLY REPORT

Pursuant to NRS 4.100, attached please find End of Period Listing Reports for January, February, and March, 2023.

I, E.F. Herrington, Virginia Township Justice of the Peace, Storey County, Nevada, do hereby certify that to the best of my knowledge and belief, the attached information is a full, true, and correct statement of NRS 4.100.



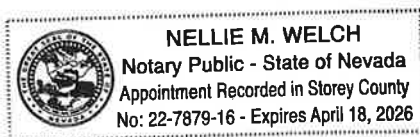
E.F. Herrington, Justice of the Peace
Virginia Township Justice Court

Subscribed and sworn before me

This 31st day of March, 2023



Justice Court Deputy Clerk



Disbursed Total

21,736.00

EOM JAN 2023

Account	Payee Name	Check Number	Check Status Code	Disbursed Amount	Number of Cases
1F AA FEE - STATE (AOC) 170-000-34206	NEVADA STATE CONTROLLER	N/A	N/A	3,847.00	75
1F AA FEE - JUSTICE/187-000-35104	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	539.00	68
1F AA FEE - JUVENILE/001-000-35103	STOREY COUNTY TREASURER	N/A	N/A	154.00	68
1F AA FEE - STATE (GENERAL)/170-000-35114	NEVADA STATE CONTROLLER	N/A	N/A	385.00	68
1F AA FEE - GENETIC MARKER ANALYSIS/180-000-35101	STOREY COUNTY TREASURER	N/A	N/A	244.00	70
1F BLACKJACK FEES/187-35126-000	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	490.00	20
1F BOND PROCESSING FEE - COUNTY/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	93.75	5
1F CIVIL FEES/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	93.75	2
1F CIVIL FEES - COURT ACCOUNT/187-000-35125	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	960.75	7
1F CHEMICAL ANALYSIS FEE/001-000-35101	STOREY COUNTY TREASURER	N/A	N/A	175.00	3
1F FINE - COUNTY/001-000-35109	STOREY COUNTY TREASURER	N/A	N/A	9,350.00	87
1F COURT FACILITY FEE/187-000-35111	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	815.00	70
1F MARRIAGE FEE/170-000-34212	NEVADA STATE TREASURER	N/A	N/A	10.00	0
1F OVERPAYMENTS TO COUNTY/001-000-35109	STOREY COUNTY TREASURER	N/A	N/A	5.00	1
1F RECORDS SEARCH/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	2,694.75	0
1F SPECIALTY COURT FEE (MISD)/170-000-34217	NEVADA STATE CONTROLLER	N/A	N/A	591.00	72
1F STATE PERMANENT SCHOOL FINE/FORF/001-35116-000	NEVADA STATE TREASURER	N/A	N/A	1,160.00	21
1F CENSUS FEE/170-000-34201	STOREY COUNTY TREASURER	N/A	N/A	3.00	2
1F BOND FILING FEE VICTIM OF CRIMES/170-000-35108	NEVADA STATE CONTROLLER	N/A	N/A	125.00	5

*** End of Report ***

Disbursed Total

EOM FEB 2023

47,972.50

Account	Payee Name	Check Number	Check Status Code	Disbursed Amount	Number of Cases
1F AA FEE - STATE (AOC) 170-000-34206	NEVADA STATE CONTROLLER	N/A	N/A	8,839.00	150
1F AA FEE - JUSTICE/187-000-35104	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	1,190.00	141
1F AA FEE - JUVENILE/001-000-35103	STOREY COUNTY TREASURER	N/A	N/A	340.00	141
1F AA FEE - STATE (GENERAL)/170-000-35114	NEVADA STATE CONTROLLER	N/A	N/A	846.00	141
1F AA FEE - GENETIC MARKER ANALYSIS/180-000-35101	STOREY COUNTY TREASURER	N/A	N/A	530.00	146
1F BLACKJACK FEES/187-35126-000	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	1,565.00	39
1F BOND PROCESSING FEE - COUNTY/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	18.75	1
1F CIVIL FEES/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	75.00	2
1F CIVIL FEES - COURT ACCOUNT/187-000-35125	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	752.50	3
1F CHEMICAL ANALYSIS FEE/001-000-35101	STOREY COUNTY TREASURER	N/A	N/A	185.00	4
1F COPY FEES/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	16.00	0
1F FINE - COUNTY/001-000-35109	STOREY COUNTY TREASURER	N/A	N/A	24,197.50	161
1F COURT FACILITY FEE/187-000-35111	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	1,700.00	142
1F OVERPAYMENTS TO COUNTY/001-000-35109	STOREY COUNTY TREASURER	N/A	N/A	3.00	1
1F RECORDS SEARCH/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	2,151.75	0
1F SPECIALTY COURT FEE (MISD)/170-000-34217	NEVADA STATE CONTROLLER	N/A	N/A	1,205.00	147
1F STATE PERMANENT SCHOOL FINE/FORF/001-35116-000	NEVADA STATE TREASURER	N/A	N/A	4,330.00	46
1F CENSUS FEE/170-000-34201	STOREY COUNTY TREASURER	N/A	N/A	3.00	2
1F BOND FILING FEE VICTIM OF CRIMES/170-000-35108	NEVADA STATE CONTROLLER	N/A	N/A	25.00	1

*** End of Report ***

Disbursed Total

EOM MARCH 2023

28,295.00

Account	Payee Name	Check Number	Check Status Code	Disbursed Amount	Number of Cases
1F AA FEE - STATE (AOC) 170-000-34206	NEVADA STATE CONTROLLER	N/A	N/A	4,956.00	84
1F AA FEE - JUSTICE/187-000-35104	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	649.00	79
1F AA FEE - JUVENILE/001-000-35103	STOREY COUNTY TREASURER	N/A	N/A	184.00	79
1F AA FEE - STATE (GENERAL)/170-000-35114	NEVADA STATE CONTROLLER	N/A	N/A	460.00	79
1F AA FEE - GENETIC MARKER ANALYSIS/180-000-35101	STOREY COUNTY TREASURER	N/A	N/A	276.00	76
1F BLACKJACK FEES/187-35126-000	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	440.00	20
1F BOND PROCESSING FEE - COUNTY/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	150.00	9
1F CIVIL FEES/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	56.25	1
1F CIVIL FEES - COURT ACCOUNT/187-000-35125	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	946.25	10
1F CHEMICAL ANALYSIS FEE/001-000-35101	STOREY COUNTY TREASURER	N/A	N/A	300.00	5
1F FINE - COUNTY/001-000-35109	STOREY COUNTY TREASURER	N/A	N/A	12,129.00	76
1F COURT FACILITY FEE/187-000-35111	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	940.00	78
1F MARRIAGE FEE/170-000-34212	NEVADA STATE TREASURER	N/A	N/A	10.00	0
1F OVERPAYMENTS TO COUNTY/001-000-35109	STOREY COUNTY TREASURER	N/A	N/A	15.00	2
1F RECORDS SEARCH/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	2,632.50	0
1F SPECIALTY COURT FEE (MISD)/170-000-34217	NEVADA STATE CONTROLLER	N/A	N/A	634.00	77
1F STATE PERMANENT SCHOOL FINE/FORF/001-35116-000	NEVADA STATE TREASURER	N/A	N/A	3,315.00	39
1F CENSUS FEE/170-000-34201	STOREY COUNTY TREASURER	N/A	N/A	2.00	1
1F BOND FILING FEE VICTIM OF CRIMES/170-000-35108	NEVADA STATE CONTROLLER	N/A	N/A	200.00	9

*** End of Report ***



Board of Storey County Commissioners Agenda Action Report

Meeting date: 4/18/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 30 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Presentation by the 109 Comstock Ladies about their non-profit organization, what it has done and will continue to do for various groups, programs, and individuals in Storey County.
- **Recommended motion:** No Action.
- **Prepared by:** Austin Osborne

Department: **Contact Number:** 775.847.0968

- **Staff Summary:** The 109 Comstock Ladies "are dedicated to the preservation of Virginia City's historical past through supporting its future: the Children of the Comstock." "1 Purpose, 0 Excuses, 9 Strong".
- **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

109 Comstock Ladies

Yearly Fundraising Totals

ITEM	INCOME	EXPENSES	DONATIONS
2014 - QUILT	\$7,004	\$ 676	\$6,000
2015 - DINNER AUCTION	\$3550	\$ 0	\$2,860
2016 - QUILT/GOLD NECKLACE	\$14,964	\$1,306	\$9,000
2017 - METAL FLAG/NECKLACE	\$ 7,090	\$1,029	\$4,250
2018 - QUILT/FLAG/CRAFT FARE	\$ 6,874	\$ 560	\$5,400
2019 - YARD SALE/ AUCTION	\$ 7,547	\$ 928	\$6,836
2020 - QUILT/FLAG	\$16,705	\$1,414	\$2,250
2021 - AUCTION/BOOKS	\$19,124	\$ 557	\$12,450
2022 - QUILT/BBQ	\$38,950	\$11,394	\$33,870
TOTALS	\$121,808	\$ 17,864	\$82,916

2023 Planned Fundraising Activities

Cowboy Bar-B-Que - July 1st, 2023

Live Auction - Chuckwagon Dinner for 8

Raffle Item - 1998 Vintage Car

109 Comstock Ladies

2022 Funded Programs

National Honor Society	\$ 150
SCSD Start of Year School Emergency Funds	\$1750
VCHS Girl's Basketball	\$ 200
VCHS Boy's Basketball	\$ 200
VCMS Home Ec (requested \$300)	\$ 350
VCMS X Country Team	\$ 750
VCMS Basketball	\$ 750
VCMS 8th grade graduation	\$ 500
Mitey Mites Program	\$1000
VCMS Scoreboard	\$ 600
HSES Music Program	\$ 720
VCHS Volleyball	\$ 800
VCHS Track Team	\$1000
VCMS Lunch Program	\$1500
HSES Classroom Activities	\$2250
HGES Gazebo Purchase	\$3300
VCHS Cadet Program (requested \$3080)	\$3100
HGES Library	\$5000
VCHS Student Council	\$1000
VCMS Academic Olympics	\$ 300
Scholarships for 3 VCHS Graduates	<u>\$3000</u>
Funding received	\$29,170

Community Chest Angel Tree - 75 children	\$4700
<u>Silver Circuits (not a SCSD budgeted item)</u>	<u>\$1000</u>
Funding received	\$5700

2022 TOTAL FUNDING REC'VD \$33,870



Board of Storey County Commissioners Agenda Action Report

Meeting date: 4/18/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 30 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Report by consultant Linda Ritter of the results of strategic plan input received in the summer and fall of 2022 at community workshops and collected in on-line surveys. This information will be used to update strategic plans for county departments and to compile a countywide plan.

- **Recommended motion:** Workshop only. No action.

- **Prepared by:** Austin Osborne

Department: **Contact Number:** 775.847.0968

- **Staff Summary:** Workshop to discuss the draft Storey County strategic plan.

- **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

Community Workshop / Survey Results

Linda Ritter Consulting



Introduction

One of the most important parts of building a strategic plan is getting feedback from people living and working in the communities you serve. Two approaches were used to gather this information:

1. Workshops were held in each community. At those workshops, residents were asked the following.
 - a. Observation regarding the safety of their communities.
 - i. Safe from crime
 - ii. Life and property safe from fire
 - iii. Quick response to calls for emergency services
 - iv. Plans to prepare, response and recover from emergencies
 - v. Safe roadways, pedestrian ways and drainages
 - b. Observation regarding the health of their communities.
 - i. A safe and appealing built environment.
 - ii. Safe and adequate water.
 - iii. Safe and adequate wastewater treatment and waste disposal.
 - iv. Availability of recreation and other supportive services.
 - c. What distinct character and heritage of their community they wanted to preserve.

- d. The sufficiency of the local economy, from jobs to local retail services.
 - e. Accessibility and transparency of Storey County government.
 - i. Opportunities to participate in all aspects of governance.
 - ii. Availability of accurate and timely information.
 - f. The sufficiency of services provided by Storey County.
 - i. Are the services provided proactively.
 - ii. Are the services effective.
2. An on-line survey tool was offered to on the Storey County website. That survey asked respondents to tell us:
- a. Their priorities within the following general areas:
 - i. Safety
 - 1. Crime prevention
 - 2. Fire prevention
 - 3. Quick response to calls for emergency services
 - 4. Emergency preparedness
 - 5. Safe transportation
 - ii. Health
 - 1. Building safety
 - 2. Programs that serve the senior population
 - 3. Safe drinking water and wastewater treatment
 - 4. Access to affordable housing
 - 5. Availability of recreational facilities
 - iii. Community character
 - 1. Unique heritage
 - 2. Rural nature
 - 3. History
 - 4. Availability of recreation
 - 5. Visual beauty
 - 6. Uniqueness of the people
 - iv. Economic future
 - 1. Additional of retail business
 - 2. More support to existing business
 - 3. Supporting home-based business
 - 4. Tourism growth and development
 - 5. Limit or prohibit retail / commercial development
 - v. Factors that contribute to good governance in Storey County
 - 1. Public participation in setting future direction

2. Availability to timely and accurate information
 3. Developing strategies for the future
 4. Town hall meetings on a regular basis
 5. Remote access to County Commission meetings
 6. Availability of public officials
- vi. Factors that contribute to good public services
1. Good customer service.
 2. Ability to get information via email.
 3. Ability to get information via telephone
 4. Knowing when public projects are scheduled – start and finish date
 5. Ability to find information on the County website.
- b. The following open-ended questions were asked:
- i. The 3 things you like most about living in your community?
 - ii. The 3 worst things about living in your community.
 - iii. If you could change 3 things about living in your community, what would those be?

This report provides an overview of the input received at workshops and via an on line survey form. This information can be used by the Storey County Board of County Commissioners and Storey County staff to do the following:

1. Identify a vision for each community.
2. Match County service priorities with those of each community.
3. Identify strengths and weaknesses that may exist in the current provision of County services.
4. Identify current and future threats to each community and its unique character.
5. Identify current and future opportunities for enhancing each community and its unique character.
6. Develop a list of tactics and initiatives that will be used to advance each community towards it's vision.
7. Develop a list of tactics and initiatives that will improve County services and governance.

Virginia City Highlands

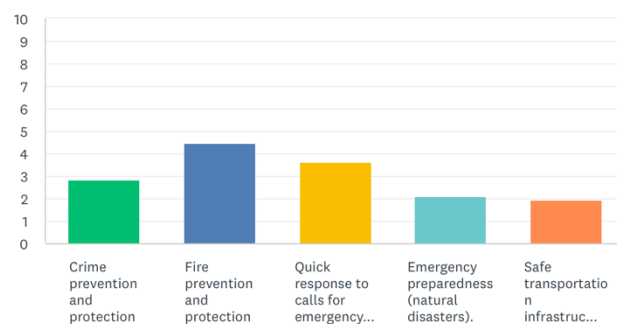
A. Online survey results:

A total of 75 responses were received from residents of Virginia City Highlands

The following reflects the overall priorities of the community:

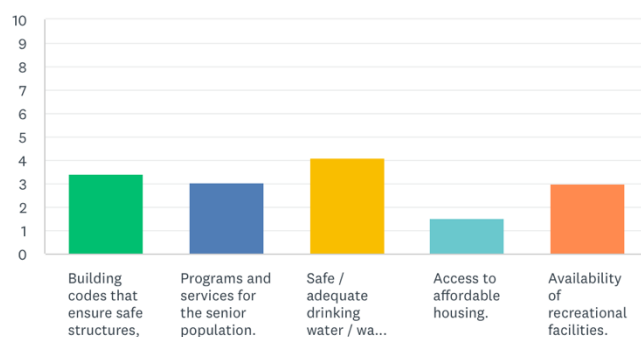
Please rank in order of importance, with 1 being the most important and 5 being the least important, the following factors that contribute to the safety of your community.

Answered: 70 Skipped: 5



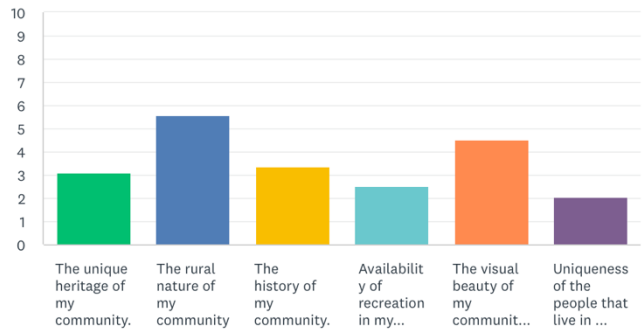
Please rank in order of importance, with 1 being the most important and 5 being the least important, factors that contribute to the health of your community.

Answered: 70 Skipped: 5



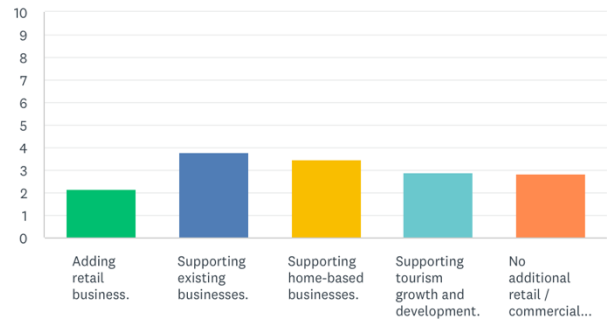
Please rank in order of importance, with 1 being the most important and 6 being the least important, factors that contribute to the character of your community.

Answered: 70 Skipped: 5



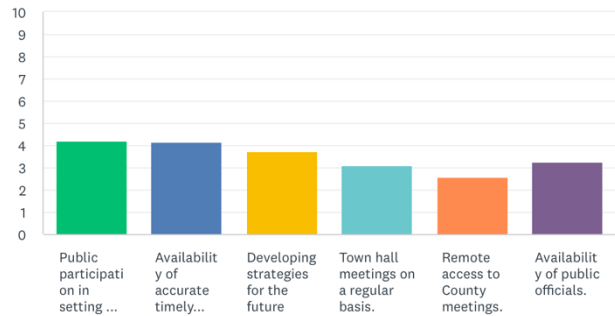
Please rank in order of importance, with 1 being the most important and 5 being the least important, factors that contribute to the economic future of your community.

Answered: 66 Skipped: 9



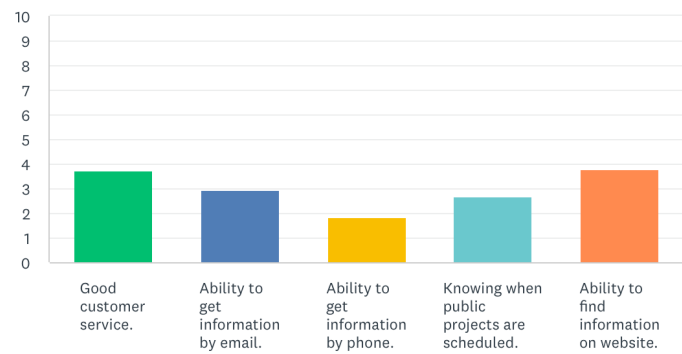
Please rank in order of importance, with 1 being the most important and 6 being the least important, factors that contribute to good governance of Storey County and your community.

Answered: 65 Skipped: 10



Please rank in order of importance, with 1 being the most important and 5 being the least important, factors that contribute to good public service.

Answered: 65 Skipped: 10



What do you like best about living in the Virginia City Highlands?

1. The rural lifestyle
 - a. Open spaces
 - b. Quiet / Privacy
 - c. Wildlife
2. The people of the community
 - a. Friendly
 - b. Helpful
3. Beauty of the area
 - a. Scenery
 - b. Vegetation
 - c. Wild horses

What is the worst thing about living in the Virginia City Highlands?

1. Water
 - a. Lack of availability
 - b. Quality
2. Roads
 - a. Limited paved roads
 - b. Rough dirt roads
 - b. Dust
3. Traffic
 - a. Speeders
4. Recreationalists from outside the areas
 - a. Fire danger

Things you would change if you could in the Virginia City Highlands -

1. Improved road maintenance
2. Enforcement of traffic laws – reduce speeding
3. Water infrastructure for the future
4. Limit new construction
 - a. At least until a water plan is developed.
5. Remove access to OHV's on private roads.

Virginia City Highlands

Community Workshop Results:

(Comments in red denote resident concerns)

(Comments in green represent positive comments)

1) Observation regarding the safety of their communities.

- a) Safe from crime
 - i) *Happy with law enforcement personnel – very friendly*
 - ii) *Happy with traffic enforcement activities.*
 - iii) *Concerned about off-road activities in the area.*
 - iv) *Would like more in the way of neighborhood watch support*
 - v) *Would like to see more CERT volunteers*
- b) Life and property safe from fire
 - i) *Happy with the fire safe organization and fire volunteers*
 - ii) *Happy with fuels evaluation and reduction programs, but would like it on a larger scale.*
 - iii) *Concerned with UTVS', recreational shooters and people recreating on what they think if public land.*
 - iv) *Concerned about the lack of water and it's effect on fire fighting capabilities.*
 - v) *Negative effect lack of water has on fire insurance.*
 - vi) *Concerned with power interruption in times of high fire danger.*
 - (1) *Power outages effects water wells.*
- c) Quick response to calls for emergency services
 - i) *Happy with the cell coverage in the portions of the , but there are dead spots in multiple areas.*
 - ii) *Believe more information about the ambulance subscription service should be distributed to the community.*
- d) Plans to prepare, response and recover from emergencies
- e) Safe roadways, pedestrian ways and drainages

2) Observation regarding the health of their communities.

- a) A safe and appealing built environment.
- b) Safe and adequate water.
 - i) *The lowering water table is a threat – no adequate water for growth.*
 - ii) *Lots of undeveloped lots which further threatens the water table.*
 - iii) *Need to have better information provided to buyers regarding water issues.*
- c) Safe and adequate wastewater treatment and waste disposal.
 - i) *There is no recycling option for trash pick up.*
- d) Availability of recreation and other supportive services.
 - i) *Transportation to the Senior Center can be an issue with seniors in the community.*

3) Observations regarding the distinct character and heritage of their community.

- a) Character of Virginia City Highlands:

- *Rural*
 - *Independent*
 - *A Dark Skies community*
- 4) **The sufficiency of the local economy, from jobs to local retail services.**
 - 5) **Accessibility and transparency of Storey County government.**
 - a) Opportunities to participate in all aspects of governance.
 - i) *Very happy with opportunities to provide input.*
 - b) Availability of accurate and timely information.
 - i) *Happy with the information from the County – they know where to get it when needed.*
 - 6) **The sufficiency of services provided by Storey County.**
 - i) Are the services provided proactively.
 - ii) Are the services effective.

Lockwood / McCarran

A. Online survey results:

A total of 10 responses were received from residents of Lockwood and McCarran. Due to the small sample size, the results will not be shared. However, the comments made on the survey will be added to those provided at the Community Workshop.

Community Workshop Results:

(Comments in red denote resident concerns)

(Comments in green represent positive comments)

1) Observation regarding the safety of their communities.

- a) Safe from crime
 - i) Would like more coverage from the Sheriff's Office.*
 - ii) Concerned about the growing homeless population*
- b) Life and property safe from fire
 - i) Happy with the local fire and EMS service.*
 - ii) Concerned with the lack of egress in case of fire and floods*
- c) Quick response to calls for emergency services
 - i) Happy with the fire and paramedic response times*
- d) Plans to prepare, response and recover from emergencies
 - i) Concerned with the lack of egress in case of major emergencies.*
 - ii) Concerned with mobility issues of seniors in the community if faced with emergency situations.*
 - iii) Concerned with the ability to communicate with seniors in times of emergency.*
- e) Safe roadways, pedestrian ways and drainages.
 - i) Concerned with access onto I-80*
 - ii) Concerned with lack of second access into and out of the community if I80 is closed.*

2) Observation regarding the health of their communities.

- a) A safe and appealing built environment.
 - i) Concerned with homeless camps in the area.*
- b) Safe and adequate water.
 - i) Happy with the water quality.*
- c) Safe and adequate wastewater treatment and waste disposal.
- d) Availability of recreation and other supportive services.
 - i) Concerned with isolated seniors that they may not be aware of.*
 - ii) Would like to see an "adopt a grandparent" program.*
 - iii) Wants to ensure that the public health services available match what is available throughout the County.*
 - iv) Counseling service availability is needed*
 - v) Need to be aware that there are young families in the area and their needs should be considered.*
 - vi) Would like to see a dog park.*

vii) Would like to see improved trails.

viii) Add trail between the park and the Senior Center for improved access.

ix) The Senior Center (soon to become a Community Center) is the hub of activity.

x) A dog park is needed.

3) Observations regarding the distinct character and heritage of their community.

a) Character of Lockwood:

- *Small and rural*
- *Helpful to one another – neighbors helping neighbors.*
- *Enjoy parades and other fun activities.*
- *Has a large senior population, but happy to see the addition of young families.*

4) The sufficiency of the local economy, from jobs to local retail services.

a) *Has no need for local retail – Sparks is close enough.*

5) Accessibility and transparency of Storey County government.

a) Opportunities to participate in all aspects of governance.

i) *Lockwood is a community that likes to be involved.*

ii) *Very responsive County Commission.*

b) Availability of accurate and timely information.

i) *Need to look at different ways of communicating as many seniors don't use the internet.*

ii) *Happy with the information from the County – they know where to get it when needed.*

iii) *Suggest using the GID Bulletin Board for posting Storey County Information.*

iv) *Public Access television would work well for Seniors.*

6) The sufficiency of services provided by Storey County.

a) Are the services provided proactively.

i) *Would like to see animal control services.*

(1) Contract with the Humane Society?

b) Are the services effective.

Mark Twain

A. Online survey results:

A total of 9 responses were received from residents of Mark Twain. Due to the small sample size, the results will not be shared. However, the comments made on the survey will be added to those provided at the Community Workshop.

Community Workshop Results:

(Comments in red denote resident concerns)

(Comments in green represent positive comments)

7) Observation regarding the safety of their communities.

- a) Safe from crime
 - i) Would like the Sheriff Patrol times varied – they are too predictable.*
 - ii)*
 - iii) Assess existing and new lighting options to improve visibility and safety around the Community Center.*
- b) Life and property safe from fire
 - i) Concerned about the lack of staffing at the Fire Station.*
 - ii) Would like to see a fuels reduction program whereby residents can drop green waste at the Community Center.*
- c) Quick response to calls for emergency services
- d) Plans to prepare, response and recover from emergencies
- e) Safe roadways, pedestrian ways and drainages.
 - i) Concerned with lack of adequate drainage, local lots are flooded regularly.*
 - ii) Concerned with lack of maintenance of drainage areas.*
 - iii) Lack of snow routes / snow removal services for roads*
 - iv) Would like to see designated pedestrian ways.*

8) Observation regarding the health of their communities.

- a) A safe and appealing built environment.
 - i) Concerned with junk vehicles on properties and the environmental damage they may cause.*
 - ii) Would like to see the mailboxes in locked banks rather than rows of unlocked boxes.*
- b) Safe and adequate water.
 - i) Concerned about the future quantity and quality of water via private wells.*
- c) Safe and adequate wastewater treatment and waste disposal.
- d) Availability of recreation and other supportive services.
 - i) Need more outreach and care for the senior population in the community.*
 - ii) Would like to see the Community Center used more for gatherings and events.*
 - iii) Would like the swings back at the park.*

9) Observations regarding the distinct character and heritage of their community.

- a) Character of Mark Twain:

- *Rural character – quiet, large lots*
- *Close to history – Virginia City / Dayton*

10) The sufficiency of the local economy, from jobs to local retail services.

- a) *Has no need for local retail – access is sufficient to nearby retail.*

11) Accessibility and transparency of Storey County government.

- a) Opportunities to participate in all aspects of governance.
- b) Availability of accurate and timely information.
- i) *Need to look at different ways of communicating – Mail is best.*
- ii) *Use the Board at the Community Center to provide information or direct the community to where important information may be found.*

12) The sufficiency of services provided by Storey County.

- i) Are the services provided proactively.
- ii) Are the services effective.

Virginia City

A. Online survey results:

A total of 11 responses were received from residents of Virginia City / Gold Hill. Due to the small sample size, the results will not be shared. However, the comments made on the survey will be added to those provided at the Community Workshop.

Community Workshop Results:

(Comments in red denote resident concerns)

(Comments in green represent positive comments)

13) Observation regarding the safety of their communities.

- a) Safe from crime
- b) Life and property safe from fire
- c) Quick response to calls for emergency services
- d) Plans to prepare, response and recover from emergencies
 - i) Need to develop appropriate emergency response plans for event.*
- e) Safe roadways, pedestrian ways and drainages.
 - i) Lack of sidewalks on certain roads - C Street from Fourth Ward School*
 - ii) Inadequate drainage infrastructure throughout VC.*
 - iii) Need better parking around C Street – tourist and disabled parking.*

14) Observation regarding the health of their communities.

- a) A safe and appealing built environment.
 - i) Need better internet service.*
 - ii) Need to have people clean up their properties.*
- b) Safe and adequate water.
 - i) High water rates for people on a fixed income.*
 - ii) An old, weak water distribution system – lack of ability to replace due to the small user base.*
 - iii) Concerned about the future of the water supply.*
- c) Safe and adequate wastewater treatment and waste disposal.
- d) Availability of recreation and other supportive services.
 - i) Concerned with off-road vehicles and recreationists causing damage to the open space areas around VC and Gold Hill.*

15) Observations regarding the distinct character and heritage of their community.

- a) Character of Virginia City / Gold Hill:
 - *Small town look and feel*
 - *Communities that preserve history*
 - *Communities that promote a tradition of innovation and opportunity*

16) The sufficiency of the local economy, from jobs to local retail services.

- i) Lack of affordable housing to serve the employment base of VC and Gold Hill.*

- ii) *Need better communication between businesses.*
- iii) *Tourism development in Virginia City:*
 - (1) *Business activity is seasonal*
 - (2) *Business activity is oriented toward weekends*
 - (3) *Most business is tourism related. Is it time to diversity?*
 - (4) *Possibility of a main street program to help rehabilitate and restore old buildings so they can be used for business?*
 - (5) *Grants available for historic building restoration – combine with affordable housing grants or tax credit opportunities?*
 - (6) *Focus business district rehabilitate in Gold Hill.*

17) Accessibility and transparency of Storey County government.

- a) Opportunities to participate in all aspects of governance.
 - i) *The government is very accessible.*
- b) Availability of accurate and timely information.
 - i) *Consider different ways of communicating – Mail is best.*

18) The sufficiency of services provided by Storey County.

- i) Are the services provided proactively.
- ii) Are the services effective.



Board of Storey County Commissioners

Agenda Action Report

**Meeting date: 4/18/2023 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 10

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of a Special Use Permit 2023-03 request by the applicant United Pacific Energy to develop and operate a railcar propane storage facility and a transloading facility for propane on the property. Propane will be stored on the site in railcars until unloaded to a distribution truck or the railcar is sent on rail to another destination. The subject property is located at 1425 Waltham Way, McCarran, Storey County, Nevada, Assessor's Parcel Number (APN) 004-091-90.
- **Recommended motion:** In accordance with the recommendation by staff and the Planning Commission, the Findings of Fact under Section 3.A of this report, and other findings deemed appropriate by the Planning Commission, and in compliance with the conditions of approval, I (commissioner), move to approve Special Use Permit 2023-03, a request by the applicant United Pacific Energy to develop and operate a railcar propane storage facility and a transloading facility for propane on the property. Propane will be stored on the site in railcars until unloaded to a distribution truck or the railcar is sent on rail to another destination. The subject property is located at 1425 Waltham Way, McCarran, Storey County, Nevada, Assessor's Parcel Number (APN) 004-091-90.
- **Prepared by:** Lyndi Renaud
- **Department:** **Contact Number:** 7758471144
- **Staff Summary:** See attached Staff Report
- **Supporting Materials:** See attached
- **Fiscal Impact:** None
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

**Storey County
Planning Department**
Storey County Courthouse
26 South B Street, PO Box 176, Virginia City, Nevada 89440
Phone 775-847-1144 – Fax 775-847-0949
planning@storeycounty.org



To: Storey County Board of County Commissioners

From: Storey County Planning Department

Meeting Date: April 18, 2023 at 10:00 a.m.

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

Staff Contact: Kathy Canfield

File: Special Use Permit File 2023-03

Applicant: United Liquid Gas Co., dba United Pacific Energy

Property Owner: Waltham Road Industrial, LLC

Property Location: 1425 Waltham Way, McCarran, Storey County, Nevada, APN 004-091-90

Request: Special Use Permit 2023-03 request by the applicant United Pacific Energy to develop and operate a railcar propane storage facility and a transloading facility for propane on the property. Propane will be stored on the site in railcars until unloaded to a distribution truck or the railcar is sent on rail to another destination. The subject property is located at 1425 Waltham Way, McCarran, Storey County, Nevada, Assessor's Parcel Number (APN) 004-091-90.

Planning Commission: The Planning Commission heard this request at their April 6, 2023, meeting. The commissioners discussed the project with the applicant's representative and asked questions related to timing of storage on the site, recent rail incidences and safety, the site design, phasing of the project, inspections of equipment, the different local, state and federal oversight agencies, and how the overall site and project will be operated. There was no public present (or online) to offer public comment on the project and no written comments had been received by staff prior to or at the meeting. The Planning Commission voted 5-0 (with two absent) to recommend approval of the project.

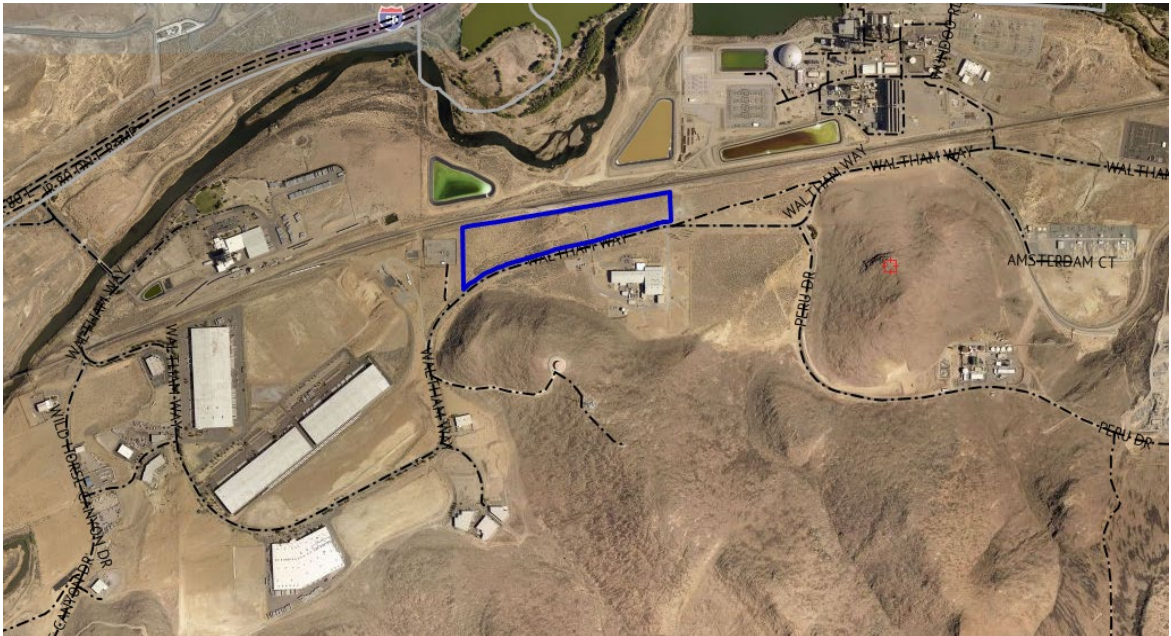
1. Background & Analysis

- A. Site Location and Characteristics.** The property is located within McCarran, Storey County, Nevada, adjacent to the Tahoe Reno Industrial Center (TRIC) but not a part of TRIC. The parcel is located between Waltham Way and the rail line close to the Patrick

access from I-80. The property is zoned I2, Heavy Industrial and is an undeveloped parcel. The parcel is approximately 21 acres in size. Surrounding land uses include the NV Energy Tracy Power Plant and vacant land to the east, a chemical manufacturing plant to the south, a electric substation, vacant land and warehouses to the west and vacant land and the Truckee River to the north. Rail access to the site is from the adjacent rail line to the north and vehicle access will be from Waltham Way. The parcel has been annexed into the TRI-GID service area.



Vicinity Map



Property Location



Existing Site Conditions



View from Waltham Way looking northwest



View from Waltham Way looking northeast

- B. Proposed Use.** The applicant is proposing to develop this site as a railcar propane storage facility and a transloading facility. Propane will be located within railcars, arriving by rail, and stored on the property, either for trucks to arrive at the property for distribution, or the railcars will be stored on the property then sent to other locations by rail line as needed.

It is anticipated this site will be developed in phases. At buildout, approximately 80% of the site will be rails for railcar storage. Preliminary layouts estimate approximately 20,000 linear feet of rail will be located on the site for railcar storage. The remaining 20% of the site will be associated with the transloading activity and onsite support facilities such as an office trailer, scales, vehicle parking and onsite drainage detention.

The site will be designed to provide separation between the propane railcar storage area and the transloading area. Only railcars that are slated to be utilized that day will be moved to the transloading area and once empty, will be stored in another location ready for pick-up along the rail line.

Railcars are moved to the transloading area and a transloader unit is connected to the railcar by hose and then propane is transferred to trucks. Trucks are then weighed and depart the facility. This process takes about 3 hours of time.

The following are examples of the railcar and the transloading equipment, along with a conceptual site plan. Details are included in Exhibit 1 of this staff report.

Railroad LPG Tank Cars

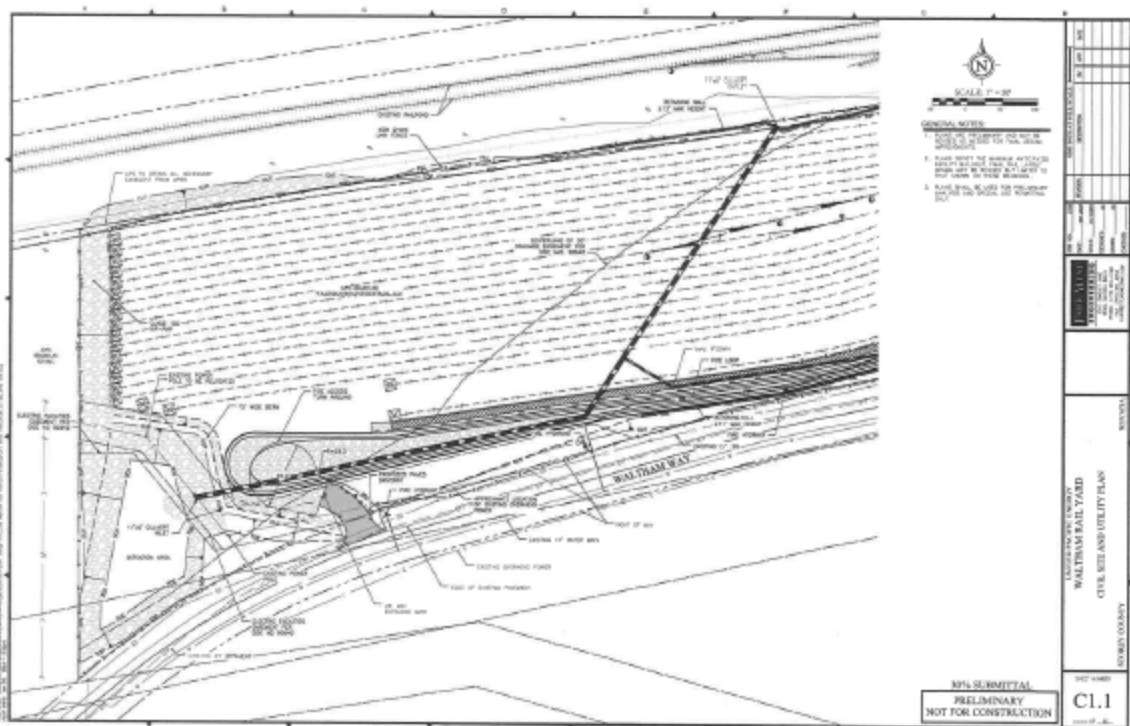


33,700 Gallon LPG Pressure Tank Car

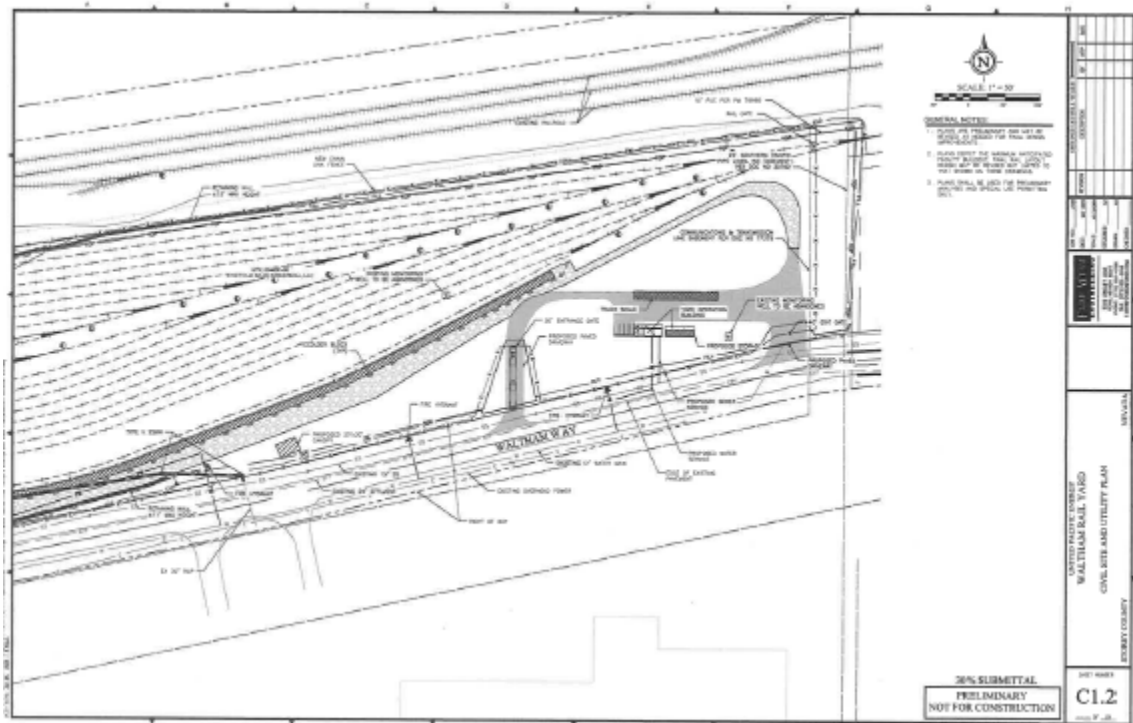
This 33,700 gallon tank car is built to meet DOT 112J340W specifications and to operate at a 263,000 lbs gross rail load for the transportation of liquefied petroleum gas (LPG). The car is equipped with a 22 5/8-inch manway and an internal tank test pressure of 340 psi. Top fittings consist of 2- and 3-inch valves and pipes, a thermowell, a sample line, and a MGD.

Dimensions

Length, Over Pulling Faces	65'-6.5"
Length, Over Truck Centers	52'
Width, Extreme	10'-8"
Height, Extreme	15'-6"
Tank, Outside Diameter	10'
Tank, Outside Length	60'-4"
Clearance	AAR Plate C
Weight/Capacity	
Light Weight	100,600 lbs
Load Limit	162,400 lbs
Gross Rail Load	263,000 lbs
Capacity	33,700 gal



West end of property, Conceptual Site Plan, subject to change



East end of property, Conceptual Site Plan, subject to change

- C. **Special Use Permit.** This property is subject to the current Storey County Zoning Ordinance of Storey County. The property is zoned I2, Heavy Industrial and as stated in Section 17.35.030, “manufacturing, reclaiming, refining, storage, distribution and use of hazardous materials” are subject to a special use permit.
- D. **Nevada Revised Statutes Requirements.** This facility is subject to the review and noticing requirements identified in Nevada Revised Statutes (NRS) Section 278.147, Facilities for use, manufacture, processing, transfer or storage of explosives or certain other substances. In addition to noticing adjacent property owners, notice was also placed in the March 3, 2023, edition of the Comstock Chronicle, along with noticing the Administrator of the Division of Industrial Relations of the Department of Business and Industry, the State Fire Marshal and the Administrator of the Division of Environmental Protection of the State Department of Conservation and Natural Resources.

In addition to noticing, consultation with the State Fire Marshal, the Administrator of the Division of Industrial Relations of the Department of Business and Industry, the Administrator of the Division of Environmental Protection of the State Department of Conservation and Natural Resources and the local emergency planning committee occurred as required by NRS 278.147. A request for comments was sent to all the above entities, along with the preliminary site plan and a detailed project description. Comments from the Department of Environmental Protection (NDEP) were received and are included in Exhibit 2 of this staff report. The comment received was that NDEP is actively working with the project proponent to make sure the requirements of the Chemical Accident Prevention Program (CAPP) are met. According to NRS 278.147, the

Planning Commission shall consider these comments in their review of the special use permit application.

- E. Rail Safety & Oversight.** The oversight for the railcar is conducted by the Department of Transportation, specifically the Pipeline and Hazardous Materials Safety Administration (PHMSA). This group has the regulatory authority over the safety of rail transportation, including regulations covering product classification, operation rules and minimum specifications for tank cars. The following information was submitted by the applicant with information summarized from Title 49 of the Code of Federal Regulations:

The current oversight system for rail tank cars is multi-faceted, with federal minimum standards sometimes being exceeded by industry best practices. **In this system, the Department of Transportation (DOT), specifically PHMSA, retains regulatory authority over the safety of rail transportation, including regulations covering product classification, operating rules, and minimum specifications for tank cars.** Due to its technical expertise in safety-critical functions, DOT has delegated its authority on certain tank car safety matters to the Association of American Railroads' Tank Car Committee (TCC), including technical design review and quality assurance program certification for tank car facilities. The TCC comprises representatives from the railroads, shippers, and tank car builders and owners. Additionally, representatives from the Federal Railroad Administration, PHMSA, the National Transportation Safety Board, Transport Canada, and the Transportation Safety Board of Canada regularly attend and participate in many of the TCC's quarterly meetings.

Separate from this delegated authority, the TCC also reviews and sets industry-wide interchange standards for the design and operation of tank cars in North America under the voluntary agreement of the rail industry. While these interchange standards can sometimes require the tank car industry to exceed, or more quickly meet, DOT's regulations, they can never relax DOT's minimum requirements or degree of oversight. This system has ensured that today's tank cars are built with better thermal protection, higher grade steel, and better valves and fittings. It has improved tank car safety at an otherwise impossible speed through the traditional regulatory process. For example, to improve the puncture resistance of tank cars carrying crude oil and ethanol, the TCC voluntarily promulgated improved tank car safety interchange standards (CPC-1232) four years before PHMSA published its final rule setting forth similar DOT-117 tank car specifications.

References:

Title 49 - Transportation. Subtitle B - Other Regulations Relating to Transportation CHAPTER I - PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION, USDOT Part 179

AAR-TCC

In addition to the federal oversight requirements, the site also requires a Nevada Division of Environmental Protection (NDEP) Chemical Accident Prevention Program (CAPP permit. The applicant has been working with NDEP staff on this permitting process.

Staff have also included recommended special conditions of approval associated with this use to ensure our Fire Protection District, Emergency Management Director and other County staff have the protections and processes in place prior to and concurrent with the activity occurring on the site.

2. Compatibility and Compliance

- A. **Compatibility with surrounding uses and zones.** The following table documents land uses, zoning classifications and master plan designations for the land at and surrounding the proposed project.

	Land Use	Master Plan Designation	Zoning District
Applicant's Land	vacant	Industrial	I2 – Heavy Industrial
Land to the North	Vacant, rail line, Truckee River	Industrial	I2 – Heavy Industrial
Land to the East	Vacant, Tracy Power Plant	Industrial	I2 – Heavy Industrial
Land to the South	Industrial manufacturing	Industrial	I2 – Heavy Industrial
Land to the West	Electric Substation	Industrial	I2 – Heavy Industrial

- B. **Compliance with required height limitations.** The maximum height for the I2 zoning district is 75-feet or 6 stories as stated in Section 17.35.070 of the Storey County Zoning Ordinance. Nothing on this site is proposed to have height approaching or exceeding this requirement.
- C. **Compliance with required setbacks.** As a condition of the construction permit, the applicant will be required to demonstrate compliance with Section 17.35.050 of the Storey County Zoning Code, along with building and fire codes for setbacks for permanent structures from the property line.
- D. **General use allowances and restrictions.** Storey County Code Section 17.03.150, Special Use Permit identifies the administration for the Board and Planning Commission for allowing special use permits. Approval of a Special Use Permit “must be based on findings that indicate that the proposed use is appropriate in the location for which it is approved”. These findings, and a discussion of the finding, include the following:
1. Complies with the general purpose, goals, objectives, and standards of the county master plan, this title, and any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice by the county.

The proposed project is located within the McCarran area of the Storey County Master Plan which is identified as a heavy industrial area. The proposed use is identified as a heavy industrial land use and is surrounded by land zoned I2 Heavy Industrial. As conditioned, the proposed land use will conform to all Storey County ordinances.
 2. The proposal location, size, height, operations, and other significant features will be compatible with and will not cause substantial negative impact on adjacent land uses, or will perform a function or provide a service that is essential to the surrounding land uses, community and neighborhood.

The location of the proposed use is adjacent to the rail line and proposes to utilize the rail line for operations of the facility. The storage and distribution of propane is consistent with the I2 Heavy Industrial zoning district. The surrounding land is zoned I2 Heavy Industrial and the uses existing on the surrounding land are identified as appropriate in the Heavy Industrial zoning district.

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

The proposed propane storage and distribution facility is proposed within a Heavy Industrial zoning district and an Industrial Master Plan designation. The site was selected because of the proximity to the rail line and much of the activity of the site will be accessed from the rail line. The applicant is required to follow all federal and state safety standards and separate approvals from these applicable agencies are required. The property has an electric substation to the east and power plant to the west, with the rail line and the Truckee River to the north. An industrial chemical manufacturer is located across Waltham Way to the south. The applicant will be required to obtain permit(s) from the Nevada Department of Environmental Protection, Chemical Accident Prevention Program (CAPP) prior to commencing any activity regulated by NDEP at the site along with satisfying all Storey County building and fire code requirements.

4. The proposed use in the proposed area will be adequately served by and will impose no undue burden on any of the improvements, facilities, utilities, or services provided by the county or other governmental agency having jurisdiction in the county. Where improvements, facilities, utilities, or services are not available or adequate to service the proposed use in the proposed location, the special use permit applicant must, as part of the application and as a condition of approval of the proposed special use permit, be responsible for establishing ability, willingness, and binding commitment to provide the improvements, facilities, utilities, infrastructure, and service in sufficient time and in a manner consistent with the county master plan, this title, and all plans, programs, maps and ordinance adopted by the county to guide its growth and development. The approval of the special use permit must be conditions upon the improvements, facilities, and serviced being provided and guaranteed by the application.

The proposed project is located within the service area of the TRI-GID for water and sewer needs and is adjacent to NV Energy facilities on both the east and

west side of the property. No improvements to public facilities have been identified as necessary as a result of the proposed land use.

- E. Conformance with the 2016 Storey County Master Plan.** This project is immediately adjacent to the Tahoe-Reno Industrial (TRI) Center which the Master Plan states “provides for light industrial, heavy industrial, commercial, and industrial commercial uses and zones pursuant to the Development Agreement between Storey County and the Tahoe-Reno Industrial Center, LLC.” The property is located in the McCarran Area Plan which the Master Plan states “depicts a homogenous planned industrial center located toward the north-central part of Storey County nine miles east of Lockwood. It is home to the Tahoe-Reno Industrial Center and is dedicated solely to manufacturing, utility power production, warehousing and distribution, and other heavy- and light-industrial, and commercial uses. This property, although not annexed into the TRI Center, is surrounded by industrial zoned land. This industrial area has grown to become a major regional hub for distribution, alternative energy production, digital data management, and highly intensive and experimental industries.” The proposed use of “manufacturing, reclaiming, refining, storage, distribution and the use of hazardous materials” is consistent with the heavy industrial use statements for the McCarran area of the Storey County Master Plan.

3. Findings of Fact

- A. Motion for approval.** The following Findings of Fact are evident with regard to the requested special use permit when the recommended conditions of approval in Section 4, Recommended Conditions of Approval, are applied.
- (1) This approval is for Special Use Permit 2023-03, a request by the applicant United Pacific Energy to develop and operate a railcar propane storage facility and a transloading facility for propane on the property. Propane will be stored on the site in railcars until unloaded to a distribution truck or the railcar is sent on rail to another destination. The subject property is located at 1425 Waltham Way, McCarran, Storey County, Nevada, Assessor’s Parcel Number (APN) 004-091-90.
 - (2) The Special Use Permit conforms to the 2016 Storey County Master Plan for the McCarran planning area in which the subject property is located. A discussion supporting this finding for the Special Use Permit is provided in Section 2.E of this staff report and the contents thereof are cited in an approval of this Special Use Permit.
 - (3) The subject property is located within an existing industrial neighborhood in the McCarran area of Storey County. The zoning is based on the current Storey County Zoning Ordinance which identifies this property as I2 Heavy Industrial. The proposed facility is defined as a “manufacturing, reclaiming, refining, storage, distribution and use of hazardous materials ” and requires a Special Use Permit.

- (4) Granting of the Special Use Permit, with the conditions of approval listed in Section 4 of this report, will not under the circumstances of the particular case adversely affect to a material degree the health or safety of persons/property in the neighborhood of the subject property. The project is expected to meet the safety and health requirements for the subject area. The use will also be subject to building and fire plan review in order to ensure compliance with federal, state and other codes.
- (5) The Special Use Permit will not impose substantial adverse impacts or safety hazards on the abutting properties or the surrounding area, and it will comply with all federal, state and county regulations.
- (6) The conditions under the Special Use Permit do not conflict with the minimum requirements in the Storey County Zoning Ordinance Sections 17.35 I2 Heavy Industrial and 17.03.150 Special Use Permit.
- (7) Granting of the Special Use Permit will not, under the circumstances of the particular case, adversely affect to a material degree the health or safety of persons working in the neighborhood or area of the subject property and will not be materially detrimental to the public welfare or materially injurious to property improvements in the neighborhood or area of the subject property.

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

- (2) This denial is for Special Use Permit 2023-03, a request by the applicant United Pacific Energy to develop and operate a railcar propane storage facility and a transloading facility for propane on the property. Propane will be stored on the site in railcars until unloaded to a distribution truck or the railcar is sent on rail to another destination. The subject property is located at 1425 Waltham Way, McCarran, Storey County, Nevada, Assessor's Parcel Number (APN) 004-091-90.
- (2) The conditions under the Special Use Permit conflict with the minimum requirements in the Storey County Zoning Ordinance Sections 17.35 I2 Heavy Industrial, and 17.03.150 Special Use Permit.
- (3) The conditions under the Special Use Permit do not adequately mitigate potential adverse impacts on surrounding uses or protect against potential safety hazards for surrounding use.

4. **Recommended Conditions of Approval**

A. **Special Use Permit.** This approval is for Special Use Permit 2023-03, a request by the applicant United Pacific Energy to develop and operate a railcar propane storage facility and a transloading facility for propane on the property. Propane will be stored on the site in railcars until unloaded to a distribution truck or the railcar is sent on rail to another destination. The subject property is located at 1425 Waltham Way, McCarran, Storey County, Nevada, Assessor's Parcel Number (APN) 004-091-90.

- B. Requirements.** The Permit Holder shall apply for all required permits and licenses, including building and fire permits, for the project within 24 months from the date of final approval of this Special Use Permit, and continuously maintain the validity of those permits/licenses, or this approval shall be null and void. This permit shall remain valid as long as the Permit Holder, its heirs, assigns, or successors remain in compliance with the terms of this permit and Storey County, Nevada State, and federal regulations.
- C. Permit Contents.** This permit incorporates by reference the standards, objectives, conditions, terms and requirements of all plans, including the operating plan, safety plan, training plan, and closure plan, to be submitted separately from this permit. The requirements of all submitted plan, along with support material submitted with the application, become part of this Special Use Permit.
- D. Taxes.** Before obtaining a building permit, the Permit Holder must show the building department valid evidence that all property taxes on the land are paid-to-date.
- E. Emergency Management Plan.** The Permit Holder must submit an emergency plan to the Storey County Fire Protection District, Community Development, Emergency Management and Planning Departments for review and approval at the time of construction plan submittal. At a minimum, the elements of the plan must include disaster management, Emergency Medical Services (EMS), and environmental protection. This plan shall include industry best practices implementation in addition to local, state and federal requirements. Specific items to be included in the plan are as follows. The following list is not exhaustive; the County may impose additional requirements as necessary. Requirements of State and federal agencies which fulfill the following may suffice when documentation thereof is submitted to the governing body and to Storey County.
- Basic company, owner, site, and emergency contact information
 - Plot Plan (detailed drawings) of the site and access points
 - Site evacuation, gathering points and emergency procedure
 - Area evacuation and emergency procedure for each applicable emergency situation
 - Initial and ongoing training and education of county and fire district emergency response personnel applicable to the subject use, and at the permit holder's expense
 - Emergency contact procedures, including for the NDEP, Dispatch 9-1-1, and Storey County Emergency Services
 - Facility shut-down and startup procedure
 - Special training and identification of any funding for the Fire District and Emergency Management to address site specific hazards
 - Emergency vehicle access, circulation, and staging
 - Documenting and reporting of emergency situations, including spills and off-gassing of any product.
 - Post disaster management, cleanup, and material disposal

- Documenting and reporting of NDEP and other environmental permits and notices
- Stormwater drainage and detention will be submitted for review and approval during the plan review and permitting processes
- Facility Closure Plan
- Risk Management Plan
- Industry Best Practices shall be utilized when developing any plans for the facility
- Complete index of MSDS/SDS shall be provided to the Storey County Fire Protection District, Storey County Community Development Department, Storey County Local Emergency Planning Committee, Storey County Emergency Management and Storey County Planning Department
- Community Right to Know Plan and Information shall be maintained and provided at all times within the facility.
- Copy of all State of Nevada Fire Marshall Permits for Hazardous Materials, including the quantities of materials, shall be maintained onsite and available upon request to Storey County.
- Dates, time and attendees of all drills held at facility shall be maintained on site and available upon request to Storey County

F. Transfer of Rights. This Special Use Permit shall inure to the record owner of the Subject Property and to the Permit Holder and shall run with the land defined herein. This Special Use Permit, subject to its terms and conditions, may be transferred by the Permit Holder, its successors, heirs or assigns. Any/all transfers of Special Use Permit 2023-03 shall be advised in writing to Storey County Planning Department 180 days prior to assignee taking over operation of facility. The operators of the facility must sign and accept all stipulations and requirements of the Special Use Permit 2023-03. The operators of the facility must within 90 days of this notice contact Storey County in order to schedule a consultation with the Storey County Fire District, Emergency Management Department, and all other applicable federal, state, and local emergency response agencies, and demonstrate the ability to maintain the level of security, safety, and conformance with the requirements of this special use permit, including the codes and regulations of the applicable agencies during and after the transition to new ownership.

G. Abandonment. In the event that the use authorized by this Special Use Permit is abandoned for a period of more than twenty-four (24) calendar months from the date of last producing operations, this permit shall become null and void and a new Special Use Permit shall be required. In the event of a force Majeure such as and not limited to a flood, damage or destruction of the access to the site, earthquake, or other events beyond the control of Storey County or the Permit Holder, the period of abandonment shall not be deemed to commence until such time as the permit holder may be found to once again have reasonable access to the site. In this connection, the permit holder shall reasonably attempt to establish access to the site.

H. Closure. The Permit Holder shall be responsible for the cost for the closure of this facility as permitted under Special Use Permit 2023-03. Complete closure shall consist of

providing reclamation that would eliminate any hazardous materials or environmental damage to the existing site or adjacent areas proven to be contaminated by the Applicant's processes.

- I. **Post-Closure Monitoring.** In the event that the permit lapses or the use is discontinued or abandoned, the Permit Holder, its heirs, assigns or successors shall remain responsible for environmental monitoring and post-closure maintenance. Under no circumstances shall Storey County, its officers, or representatives bare any cost or responsibility for the deconstruction, disassembly, or removal of equipment or environmental monitoring or clean-up.
- J. **Nuisances.** Noise, smoke, odor, gases, or other noxious nuisances shall be controlled so as not to become objectionable, or adversely affect the properties in the vicinity, and shall not be detrimental to the public health, safety and welfare.
- K. **Separate Permits Required.** This Special Use Permit shall not be construed to be a permit for design or construction. A separate Storey County plan review, fire safety review, and construction permit will be required. Any required state or federal permits must be obtained for the project. A copy of any NDEP (Nevada Department of Environmental Protection) approval shall be forwarded to Storey County Planning Department for inclusion with the Special Use Permit. If there is a violation of NDEP permit, Storey County shall be notified of the violation, corrective action to be taken and date to be completed.
- L. **Legal Responsibility.** Issuance of this permit does not convey property rights of any sort or any exclusive privilege; nor does it authorize any injury to persons or property, any invasion of other private rights, or any infringement of state or local laws or regulations.
- M. **Indemnification.** The Permit Holder warrants that the future use of land will conform to the requirements of the County of Storey, State of Nevada, and applicable federal regulatory and legal requirements. The Permit Holder, its assigns, heirs or successors, agrees to hold Storey County, its officers, and representatives harmless from the costs associated with any environmental damage, environmental liability, and any/all other claims now existing or which may occur as a result of this special use permit.
- N. **Liability Insurance.** The Permit Holder, as well as its assigns, heirs or successors, shall provide proof of insurance to Storey County and maintain a satisfactory liability insurance for all aspects of this operation under Special Use Permit 2023-03 for a minimum amount of \$5,000,000.00 (five million dollars).
- O. **Operations Safety.** The facility/site design and layout must meet all Storey County adopted model codes and amendments, as well as Federal, State and County environmental, best practices and health/safety requirements.

Emergency response plans and protocols must be established, documented, and practiced prior to operations commencing on site. All operators must be trained and certified, and plant management will be trained in incident command. Drills must be practiced annually and jointly with the local emergency responders (at the discretion of the emergency responders).

P. Safety. The following security measures must be implemented at a minimum.

- All staff shall be trained for spill/release containment and cleanup. A copy of the training shall be submitted to Storey County.
- The property shall be enclosed with a minimum 6-foot high fence and entrances shall be gated.
- The premises must be well lit to maintain property security. The lighting plan shall be designed to provide necessary operation, but not be over obtrusive to avoid safety hazard(s) for adjacent right-of-ways and/or light pollution, and shall comply with Chapter 8.02 of the Storey County Code.
- No outside storage of materials is permitted or proposed with this application. All materials shall be stored in the fixed equipment on the site or within storage buildings.

Q. State/Federal Taxes. Whenever Nevada law requires the payment of a sales and/or use tax, all materials and equipment purchased or rented for this project should be received in Storey County and the value reported as 'county-of-delivery' on the Nevada Dept. of Taxation form TXR-01.01 'Sales/Use Tax Return'. Proof of appropriate reporting is required prior to a 'Certificate of Occupancy' being issued. Additionally, when applicable, the Permit Holder shall be responsible for reporting and paying all Federal Motor Fuels and Lubricants taxes. The property owner agrees to utilize the 89437 zip code for identification at the property.

R. Emergency Training. The Permit Holder shall provide and/or pay for any and all special training and/or equipment needed for the Storey County personnel that is required due to the operation of the facility. This may include plugging, diking, air monitoring, Level A response suits or any other item required to properly and safely respond to the facility. This may also include medical equipment specifically needed for exposure to specific products, including body substance isolation (BSI) personal protective equipment (PPE) as needed when operating within the facility.

S. Emergency Response Training. The facility shall be an active member of the Storey County Local Emergency Planning Committee. This includes participation as requested for drills.

T. Environmental Monitoring. Before operations commence, the Permit Holder shall submit to Storey County a copy of any environmental monitoring requirements applicable to the facility under the environmental permits issued for the facility. The Permit Holder shall include storm water management measures on its site plan which shall be submitted to Storey County Community Development Department for approval.

U. Incident Reporting. Any uncontrolled release of hazardous materials shall be required to be reported immediately to Storey County Emergency Dispatch via 9-1-1. The incident shall be immediately reported to Storey County Community Development and Planning Departments and the Nevada Division of Environmental Protection (NDEP). The Permit Holder shall comply with the NDEP's clean-up requirements and provide Storey County Emergency Management and Fire District a copy of NDEP's completion of remediation. All hazardous materials incident clean-up and response costs shall be

borne by the permit holder as part of the issuance of this special use permit. Incidents exceeding a standard first alarm response will be billed to the company. If mutual aid is warranted to suppress an incident, those costs shall also be funded by the company.

- V. **Fluid Containment.** The Permit Holder shall construct containment systems in areas where fuels and other types of hazardous materials are being stored or processed to prevent spills, if any, from entering the environment. The containment system shall be designed and installed to the satisfaction of the Storey County Community Development Department and in accordance with model codes.
- W. **Air Emissions.** Any air emissions from the facility shall meet the Nevada Division of Environmental Protection permit requirements. Copies of the annual reports of environmental quality, necessary to comply with the requirements of the permit issued by the Bureau of Air Pollution Control, Nevada Division of Environmental Protection (NDEP) shall be submitted to Storey County Planning Department. In the event there is an air discharge in excess of the standards approved by NDEP under the construction or operating permit, the permit holder shall provide Storey County Planning Department a copy of any notice of the event or plan to remediate the event submitted to NDEP. If the Permit Holder is required by the Bureau of Air Pollution Control, Nevada Division of Environmental Protection to prepare a report on the event, the permit holder shall submit a copy of the report to Storey County Planning Development. There shall be no obnoxious odors released into the air that are a nuisance to abutting properties.
- X. **Nevada Division of Environmental Protection (NDEP).** The Permit Holder shall demonstrate all required permits from the NDEP have been obtained prior to commencing the project.
- Y. **Compliance.** The use on the subject property, must comply with all applicable federal, state, and county codes and regulations and the submitted plans and reports, as approved. The Permit Holder must provide the community development department plans drawn to scale prior to obtaining a building permit. The Permit Holder shall be responsible for maintaining the premises and managing operations in accordance with all conditions and stipulations set forth by this Special Use Permit and all other federal, Nevada State, and Storey County codes and regulations. Failure to comply with the requirements herein shall elicit a written warning to the Permit Holder by Storey County on the first and second offense. A third offense shall warrant Storey County to revoke the Special Use Permit. Storey County shall reserve the right to conduct periodic reviews of the Permit Holder's compliance with all conditions and stipulations of the Special Use Permit. In the event of a life safety issue, standard stop work orders and red tags will be issued as approved within the fire and building codes.

Storey County may refer this Special Use Permit to the Board of County Commissioners for show-cause hearing for revocation based on reasons listed in this section. The procedures for show-cause will be pursuant to Storey County Code. The continuation of uses of a revoked Special Use Permit is a violation of SCC Title 17 (Zoning) and will be punishable as provided for therein or other applicable codes. The Special Use Permit may be referred to show-cause for the following reasons:

- Failure to comply with the SUP conditions, or federal, state, and county regulations, without appropriate remedy;
 - Any misrepresentation made in the application for the SUP or in other official documents, or amendments thereof, submitted to a federal, state, or local agency;
 - Failure to provide notice to the county on violations, disasters, notice of decisions, and other such correspondence from federal, state, and local agencies as required in this SUP.
- Z. Fire.** The applicant shall meet all regulations identified by the Storey County Fire Protection District for development of this property. The project shall be evaluated to determine if there are any applicable elements of the proposed project that may require inclusion in the respiratory consortium, the hose and nozzle consortium, ladder reimbursement consortium and/or foam consortium at the time of construction plan submittal. The Fire Protection District shall have the final authority on participation.

5. Public Comment

As of March 28, 2023, Staff have not received any comments from the public. Staff have received one written comment from the Administrator of the Division of Environmental Protection of the State Department of Conservation and Natural Resources which is included in Exhibit 2 of this staff report. The comment received confirmed the applicant was working with NDEP on their permitting requirements with their agency.

6. Power of the Board

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

7. Proposed Motions

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

A. Recommended motion for approval

In accordance with the recommendation by staff and the Planning Commission, the Findings of Fact under Section 3.A of this report, and other findings deemed appropriate by the Planning Commission, and in compliance with the conditions of approval, I (*commissioner*), move to approve Special Use Permit 2023-03, a request by the

applicant United Pacific Energy to develop and operate a railcar propane storage facility and a transloading facility for propane on the property. Propane will be stored on the site in railcars until unloaded to a distribution truck or the railcar is sent on rail to another destination. The subject property is located at 1425 Waltham Way, McCarran, Storey County, Nevada, Assessor's Parcel Number (APN) 004-091-90.

B. Alternative motion for denial

Against the recommendation by staff and the Planning Commission, but in accordance with the Findings of Fact under Section 3.B of this report, and other findings deemed appropriate by the Board of County Commissioners, I (*commissioner*), move to deny Special Use Permit 2023-03, a request by the applicant United Pacific Energy to develop and operate a railcar propane storage facility and a transloading facility for propane on the property. Propane will be stored on the site in railcars until unloaded to a distribution truck or the railcar is sent on rail to another destination. The subject property is located at 1425 Waltham Way, McCarran, Storey County, Nevada, Assessor's Parcel Number (APN) 004-091-90.

Application for Special Use Permit

Detail Description/Justification of Project

Site Location and Characteristics

United Liquid Gas Company dba United Pacific Energy (UPE) has leased the property at 1425 Waltham Way, within the Tahoe-Reno Industrial Center in McCarran, Storey County, Nevada (APN 004-091-90) from the owner, Waltham Road Industrial, LLC for a period of 10 years. UPE is proposing to develop and operate a railcar storage facility and a transloading facility for propane on the property.

The property is located on Waltham Way, north of Asia Union Electronic Chemical Corp (AUECC) facility, east of the NV Energy Substation, south of the Union Pacific (UP) mainline and west of a vacant property owned by Waltham Road Industrial LLC. The site is zoned I-2, Heavy Industrial, and is vacant. The parcel is approximately 21.04 acres in size. Surrounding land uses include AUECC facility and a newly constructed warehouse to the north, a rail transload and warehouse/distribution centers to the west, NV Energy's Frank A Tracy Generating Station north of the UP mainline and NV Energy transmission facilities to the east.

Proposed Uses

Use 1: Railcar Storage Facility

Approximately 80% of the property, adjacent to the UP mainline, will be a railroad yard, to be built out with a potential of more than 20,000 feet of rail sidings.

The purpose of the rail yard is the storage of propane purchased during the low propane use period of April to August each year and stored in railcars. Each car will arrive, be placed on a storage siding and remain there until it is sent to its final destination for unloading.

There will be no unloading of cars located in the Car Storage Facility.

Use 2: Railcar Transload Facility

In the 20% of the property fronting on Waltham Way, a propane transload facility will be constructed to support truck waiting, truck weighing and truck loading, adjacent to a single rail siding.

The transloading operation will be performed by a mobile transloader unit that will be connected to each railcar by hose and then will, in sequence, transfer the propane from the rail car to the waiting trucks. Each truck will pull up to the transloader unit, be connected by hose, be filled, and then depart the facility after being weighed. The process of loading a truck will take about 3 hours.

In Phases 1 and 2 of the Project buildout, the transloader will be stationary during transloading activities each day and railcars will be positioned next to it for unloading by a railcar mover. The transloader unit will be protected to ensure separation between the railcar, transloader and truck during transload operations.

Loaded railcars will be moved to the transload area only when they are going to be unloaded that day. Once a railcar is empty, it will be moved, and another loaded car will be positioned at the transloader. At the conclusion of transloading each day, all railcars will be empty and will be returned to the railroad interchange tracks located at the UP property line, for collection by the UP local trains.

In the later Phases of the Project buildout, as volume justifies, the transloader may be mobile, with the railcars fixed. The transloader unit will be always separated from the railcar and trucks to ensure spacing during transload operations.

Project Buildout

The UPE Waltham Facility will be built out in 4 or more Phases, following receipt of all required County, State and Federal approvals and Storey County permits.

Phase 1

The Railcar Storage Facility, which includes the UP interchange tracks, will consist of 2 tracks of about 800 feet in length each, built adjacent to the UP mainline.

The Railcar Transload Facility will include 1 track of about 800 ft in length, adjacent paving, office, truck scale, fire hydrants, lighting and fencing with 3 entrances, the western entrance dedicated to emergency services.

Once completed, the Railcar Storage Facility will have space for up to 16 storage cars, plus 8 interchange loaded/empty cars. The Railcar Transload Facility will have space for up to 12 cars for unloading but, as previously noted, railcars will only be moved to this facility when scheduled for unloading on that day.

Based on current projections, UPE Waltham will transload 5-10 railcars per month, primarily during the September to March period of each year, during Phase 1.

Phase 2

The Railcar Storage Facility will be expanded with additional tracks to bring the storage and interchange capacity to approximately 130 cars. This will be accomplished by building the ladder tracks and sidings on the east end of the property, where the property is flat. Railcar Storage will begin to increase, increasing toward the Phase 2 storage capacity over time.

The Railcar Transload Facility will not change during Phase 2

Phase 3

Construction on Phase 3 will commence with the creation of the drainage retention basin at the southwest corner of the property and the related culvert and the AUECC culvert, both to the UP drain. This will involve substantial cutting and filling of the western half of the property, prior to the construction of additional storage track. Track construction will extend the existing tracks from the UP mainline toward Waltham Way, as demand for storage increases.

The Railcar Storage Facility will expand from 130 cars to approximately 200 cars during Phase 3.

The Railcar Transload Facility will not change during Phase 3.

Phase 4

Construction on Phase 4 will continue the expansion of the storage tracks toward Waltham Way. This will involve filling of the remaining area on the western half of the property, prior to the construction of additional storage track.

The Railcar Storage Facility will expand above 200 cars depending on propane market conditions and UPE operational requirements.

The Railcar Transload Facility track will be extended to approximately 1,400 feet during Phase 4.

Hydrology and Drainage

The property at 1425 Waltham Way lies at the bottom of three drainage basins, the AUECC, Railroad and Waltham Basins.

The AUECC, Railroad and Waltham Basin flows will continue to use the existing ditch on the western end of the property during Phases 1 and 2. We will construct a retention basin on the property that intercepts the Railroad and Waltham Basin flows and routes them to the drain under the UP mainline during Phase 3. The AUECC Basin flows will be routed by a separate culvert under the Railcar Transload and Railcar Storage areas during construction of Phase 3.

More than 86% of the storm drainage coming into this property is from the Waltham Basin, which covers the mountainous areas south of the developments on Waltham Way. Provision has been made in the design of the retention basin and culvert for the Railroad and Waltham Basins to move the expected flows to the drain under the UP mainline.

Fire Protection and Suppression

In discussions with the Storey County Fire Department, we have developed a plan for supporting their requirements for fire suppression. We are connecting to the TRI-GID water system on Waltham Way and providing hydrants at intervals of under 300 feet along the length of the paved facilities in the Transload Facility. With a 4000-gpm capacity and 4-hour duration provided by the TRI-GID water main on Waltham Way, we will provide more than the fire suppression capacity mandated for this facility.

We will separate the transloader unit from the trucks, to prevent any impacts between trucks and the railcars. As previously noted, the transloader unit and railcars will not move during transloading operations. When transloading is not operating, railcars will be positioned at speeds of under 5mph.

We are also adding a third entrance to the property, at the west end of the property adjacent to the turnaround truck loop, dedicated to Fire Department use and sized to their largest equipment.

In Phase 4, we will provide a barrier or berm to separate the Railcar Storage Facility from the Railcar Transload Facility, in support of the Fire Department, as the track expansion reaches the Railcar Transload area.

Railroad LPG Tank Cars



33,700 Gallon LPG Pressure Tank Car

This 33,700 gallon tank car is built to meet DOT 112J340W specifications and to operate at a 263,000 lbs gross rail load for the transportation of liquefied petroleum gas (LPG). The car is equipped with a 22 5/8-inch manway and an internal tank test pressure of 340 psi. Top fittings consist of 2- and 3-inch valves and pipes, a thermowell, a sample line, and a MGD.

Dimensions

Length, Over Pulling Faces	65'-6.5"
Length, Over Truck Centers	52'
Width, Extreme	10'-8"
Height, Extreme	15'-6"
Tank, Outside Diameter	10'
Tank, Outside Length	60'-4"
Clearance	AAR Plate C
Weight/Capacity	
Light Weight	100,600 lbs
Load Limit	162,400 lbs
Gross Rail Load	263,000 lbs
Capacity	33,700 gal

Oversight and Regulation

The current oversight system for rail tank cars is multi-faceted, with federal minimum standards sometimes being exceeded by industry best practices. In this system, the Department of Transportation (DOT), specifically PHMSA, retains regulatory authority over the safety of rail transportation, including regulations covering product classification, operating rules, and minimum

specifications for tank cars. Due to its technical expertise in safety-critical functions, DOT has delegated its authority on certain tank car safety matters to the Association of American Railroads' Tank Car Committee (TCC), including technical design review and quality assurance program certification for tank car facilities. The TCC comprises representatives from the railroads, shippers, and tank car builders and owners. Additionally, representatives from the Federal Railroad Administration, PHMSA, the National Transportation Safety Board, Transport Canada, and the Transportation Safety Board of Canada regularly attend and participate in many of the TCC's quarterly meetings.

Separate from this delegated authority, the TCC also reviews and sets industry-wide interchange standards for the design and operation of tank cars in North America under the voluntary agreement of the rail industry. While these interchange standards can sometimes require the tank car industry to exceed, or more quickly meet, DOT's regulations, they can never relax DOT's minimum requirements or degree of oversight. This system has ensured that today's tank cars are built with better thermal protection, higher grade steel, and better valves and fittings. It has improved tank car safety at an otherwise impossible speed through the traditional regulatory process. For example, to improve the puncture resistance of tank cars carrying crude oil and ethanol, the TCC voluntarily promulgated improved tank car safety interchange standards (CPC-1232) four years before PHMSA published its final rule setting forth similar DOT-117 tank car specifications.

References:

Title 49 - Transportation. Subtitle B - Other Regulations Relating to Transportation CHAPTER I - PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION, USDOT Part 179

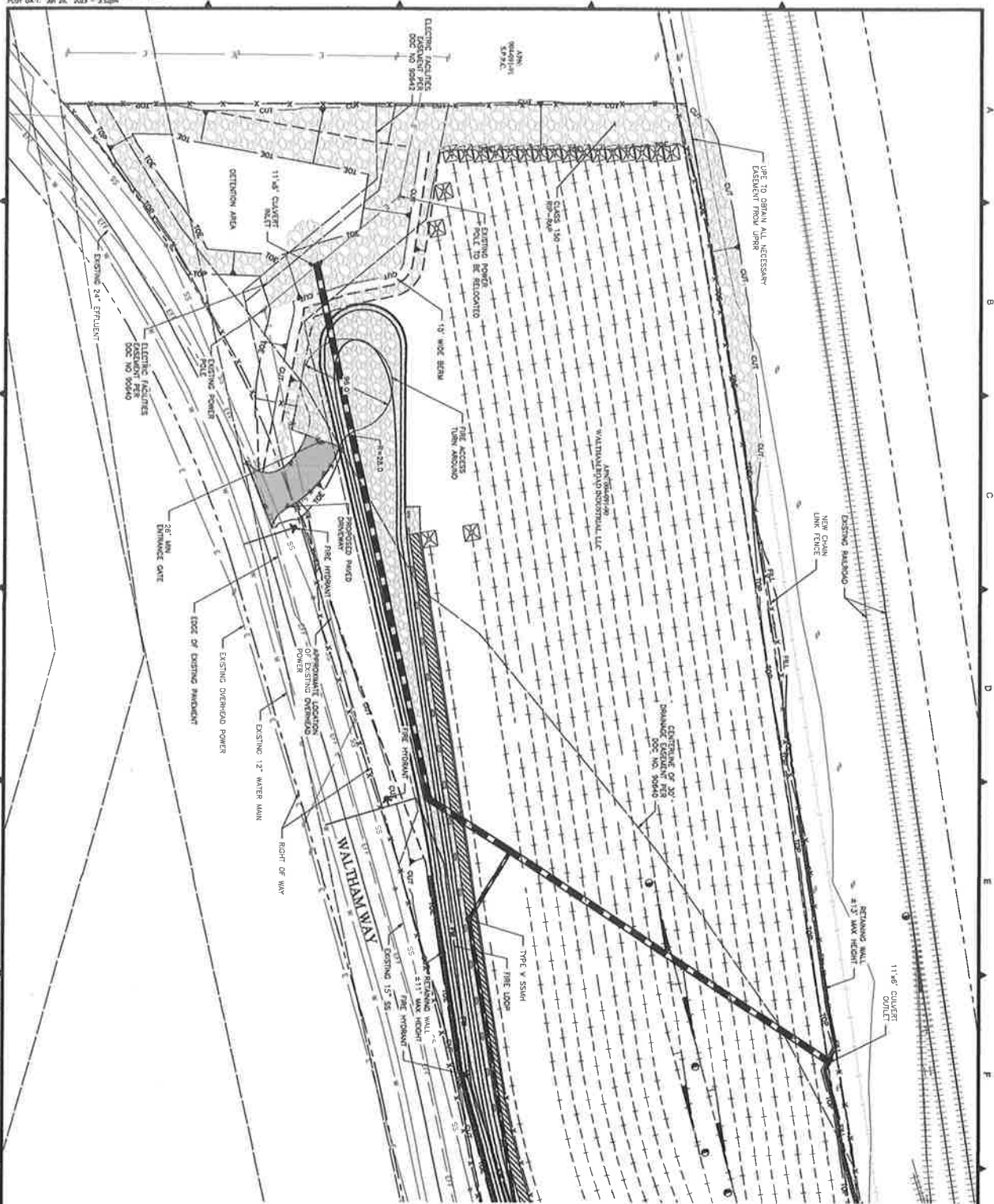
AAR-TCC

Transloaders transfer propane from rail to tanker truck

Superior Energy Systems' transloaders, or portable rail towers, are constructed for maximized safety and efficiency when transferring propane and other natural gas liquids between railcars and tanker trucks, according to the company. Built to U.S. Department of Transportation requirements, Superior Energy Systems' transloaders are custom manufactured for specific applications and offer dependable transfer of product into truck transport containers in 45 minutes or less, says the company. Each transloader is trailer-mounted and compliant with NFPA 58 and NFPA 70 codes. Each includes both remote pneumatic and electronic shutdown, low-entry and high-exit pressure shutdown, pull-away protection for both the railcar and truck, and quick evacuation connections. Safety is further maximized by the use of NFPA 70-compliant electrical components, says the company.



<https://www.youtube.com/watch?v=SIJMV9olj9s>



**30% SUBMITTAL
PRELIMINARY
NOT FOR CONSTRUCTION**

C1.1

STOREY COUNTY

UNITED PACIFIC ENERGY
WALTHAM RAIL YARD
CIVIL SITE AND UTILITY PLAN

NEVADA

**FARRIST
ENGINEERING**
5510 LONGLEY LANE
RENO, NEVADA 89511
PHONE: (775) 851-4788
FAX: (775) 851-0760
FARRISTENGINEERING.COM

JOB NO.: 833
DATE: MAY 2002
SCALE: AS SHOWN
DESIGNED: [Signature]
DRAWN: [Signature]
CHECKED: [Signature]

1. PLANS ARE PRELIMINARY AND MAY BE REVISED AS NEEDED FOR FINAL DESIGN IMPROVEMENTS.
2. PLANS DEPICT THE MAXIMUM ANTICIPATED FACILITY BUILDOUT. FINAL RAIL LAYOUT DESIGN MAY BE REVISED BUT LIMITED TO THAT SHOWN ON THESE DRAWINGS.
3. PLANS SHALL BE USED FOR PRELIMINARY ANALYSIS AND SPECIAL USE PERMITTING ONLY.

GENERAL NOTES

SCALE: 1" = 50'

Kathy Canfield

From: Greg Lovato <glovato@ndep.nv.gov>
Sent: Wednesday, March 1, 2023 2:40 PM
To: Kathy Canfield
Cc: Jennifer Carr; Jeff Kinder
Subject: FW: Storey County Special Use Permit Request PUBLIC NOTICE
Attachments: UPE Public Notice.pdf

Thanks Kathy.

NDEP is working with the facility to make sure requirements of the state Chemical Accident Prevention Program are met.

I also wanted to let you know I will be leaving state service on Friday, March 3, 2023.

Going forward you can send notices to Jennifer Carr and Jeffrey Kinder until a replacement is named for the NDEP Administrator position.

Thanks,
Greg

Greg Lovato
Administrator
Nevada Division of Environmental Protection
Department of Conservation and Natural Resources
901 S. Stewart Street, Suite 4001
Carson City, NV 89701
glovato@ndep.nv.gov
(O) 775-687-9373 (C) 775-434-9843



NEVADA DIVISION OF
**ENVIRONMENTAL
PROTECTION**




Nevada Department of
**CONSERVATION &
NATURAL RESOURCES**
Connect with us:   

From: Kathy Canfield <kcanfield@storeycounty.org>
Sent: Wednesday, March 1, 2023 1:03 PM
To: mbullian@storeycounty.org; Greg Lovato <glovato@ndep.nv.gov>; Mike Dzyak <mdzyak@dps.state.nv.us>; Victoria Carreon <VCarreon@dir.nv.gov>
Cc: Lyndi Renaud <lrenaud@storeycounty.org>
Subject: Storey County Special Use Permit Request PUBLIC NOTICE

WARNING - This email originated from outside the State of Nevada. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Per NRS 278.147 requirements, please see the attached notice of a special use permit application. A previous request for comments was emailed to you on February 6, 2023.

	<h1>Board of Storey County Commissioners</h1> <h2>Agenda Action Report</h2>	
Meeting date: 4/18/2023 10:00 AM - BOCC Meeting	Estimate of Time Required: 10	
Agenda Item Type: Discussion/Possible Action		

- **Title:** Consideration and possible approval of a request for a Zone Map Amendment (File 2023-07) to rezone three parcels of land zoned Forestry to Public zoning. Storey County acquired two of the parcels from the Bureau of Land Management (BLM) and the third parcel is owned by the Storey County School District. No modifications to the existing site conditions are proposed with this zone map amendment application but the intent is to allow for greater development flexibility for public service land uses. The property is located east of R Street and approximately south of 6-Mile Canyon Road, Virginia City, Storey County, Nevada, and has Assessor's Parcel Numbers 001-311-01, 04 & 05.

- **Recommended motion:** In accordance with the recommendation by staff and the Planning Commission, the findings of fact under Section 3.A of this report, and other findings deemed appropriate by the planning commission, and in compliance with the conditions of approval, I, [commissioner], move to approve Zone Map Amendment (File 2023-07) to rezone three parcels of land zoned Forestry to Public zoning. Storey County acquired two of the parcels from the Bureau of Land Management (BLM) and the third parcel is owned by the Storey County School District. No modifications to the existing site conditions are proposed with this zone map amendment application but the intent is to allow for greater development flexibility for public service land uses. The property is located east of R Street and approximately south of 6-Mile Canyon Road, Virginia City, Storey County, Nevada, and has Assessor's Parcel Numbers 001-311-01, 04 & 05.

- **Prepared by:** Kathy Canfield

- **Department:** **Contact Number:** 7758471144

- **Staff Summary:** See attached staff report

- **Supporting Materials:** See attached

- **Fiscal Impact:** None

- **Legal review required:** False

- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

STOREY COUNTY PLANNING DEPARTMENT

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



To: Storey County Board of County Commissioners

From: Storey County Planning Department

Meeting Date: April 18, 2023

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

Staff Contact: Kathy Canfield

File: 2023-07

Applicant: Storey County and Storey County School District

Property Owner: Storey County and Storey County School District

Location: Three parcels of land east of R Street and approximately South of 6-Mile Canyon Road, identified as Assessor's Parcel Numbers (APN) 001-311-01, 04 and 05. APN 001-311-01 was recently acquired from the Bureau of Land Management (BLM) to Storey County, APN 001-311-04 is the existing Storey County sewer treatment plant parcel, which crosses 6-Mile Canyon Road, and APN 001-311-05 is a small parcel of land owned by the school district located east of the existing football field. All the properties are located within Virginia City, Storey County, Nevada.

Request: This request is for a Zone Map Amendment (File 2023-07) to rezone three parcels of land zoned Forestry to Public zoning. Storey County acquired two of the parcels from the Bureau of Land Management (BLM) and the third parcel is owned by the Storey County School District. No modifications to the existing site conditions are proposed with this zone map amendment application but the intent is to allow for greater development flexibility for public service land uses. The property is located east of R Street and approximately south of 6-Mile Canyon Road, Virginia City, Storey County, Nevada, and has Assessor's Parcel Numbers 001-311-01, 04 & 05.

Planning Commission: The Planning Commission heard this request at their April 6, 2023, meeting. The staff report was summarized for the Planning Commissioners and a brief discussion on the purpose for the rezoning occurred. There was no written

public comment received and no public comment occurred at the meeting or from attendees of the meeting online. The Planning Commission voted 5-0 (with 2 absent) to recommend approval of the zone map amendment.

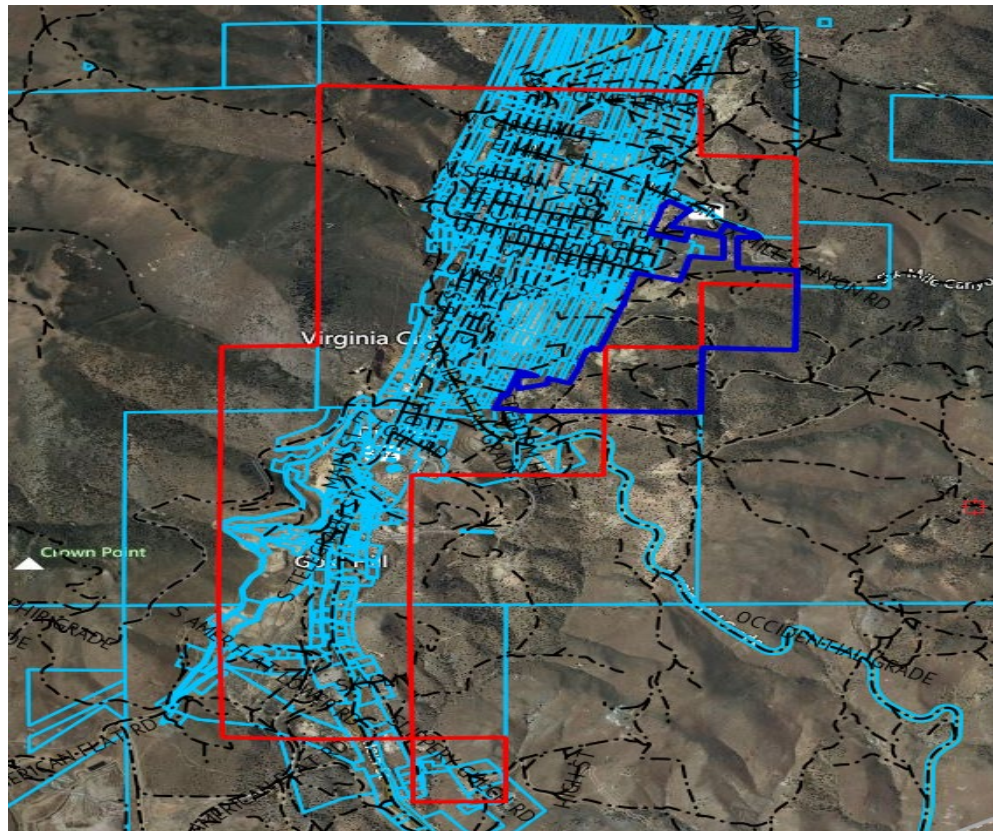
1. Background & Analysis

- A. Purpose.** Storey County staff are requesting to rezone three existing parcels of land from Forestry to Public zoning. All three parcels of land were once maintained by the Bureau of Land Management. Each parcel was acquired separately in different ways so that one is now owned by the school district and the other two by Storey County.

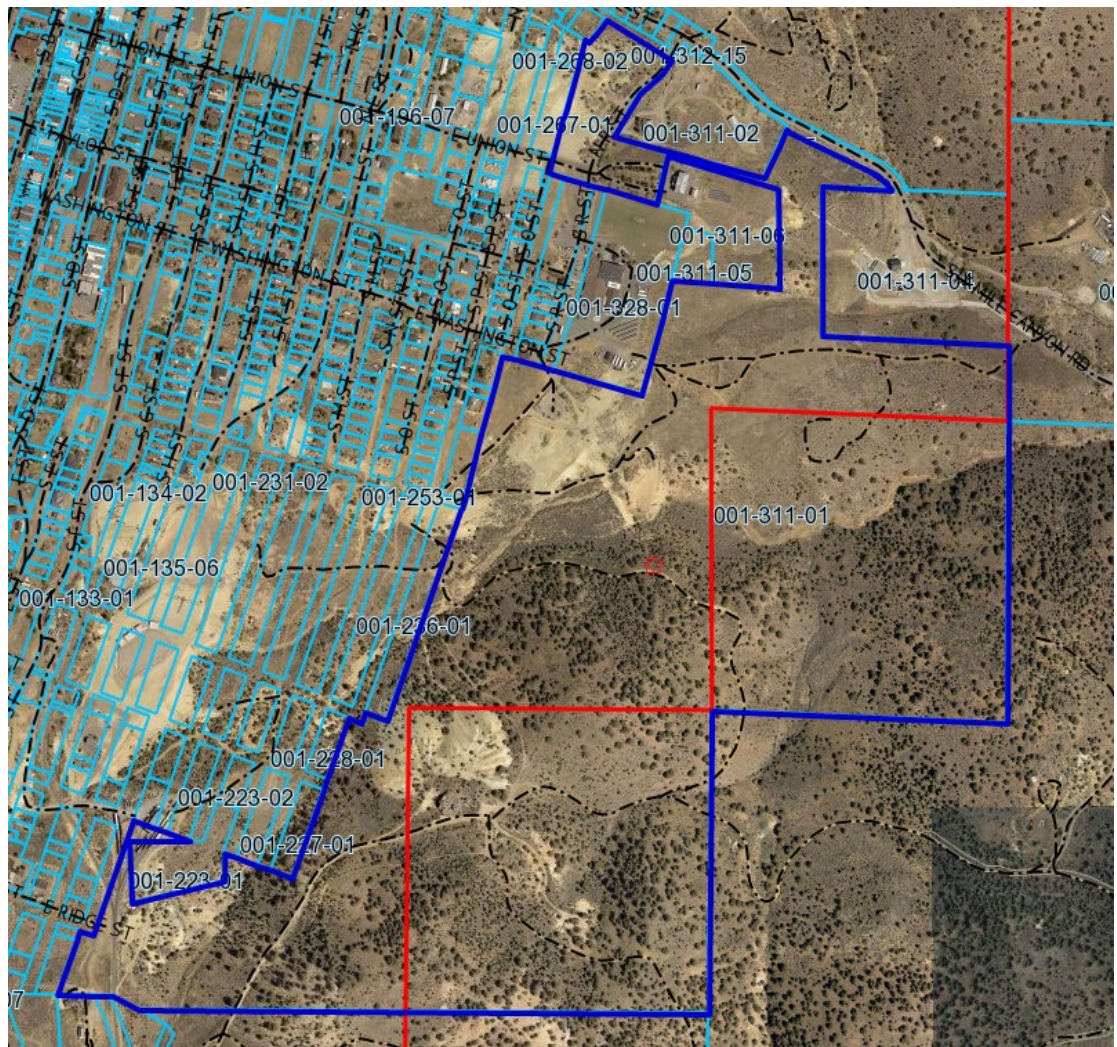
This staff report is analyzing the request to change the zoning from Forestry to Public. The Public zoning district allows for more flexibility for the County and the school district to develop necessary public projects for this area. The Forestry zoning has limited public service uses and a minimum parcel size of 40 acres. The 40 acre size isn't always consistent with the needs of public facilities and two of the three existing parcels are non-conforming to this requirement. The Forestry zoning does allow for a smaller parcel size for civic uses, however, that is a consideration in conjunction with a special use permit. Parcel maps and land reconfiguration may be proposed prior to the special use permit stage of development.

- B. Property History.** The three parcels of land are located east of R Street, along the eastern boundary of Virginia City.

APN 001-311-01:



APN 001-311-01, outlined in dark blue, red outline is Lands Act Bill boundary



Enlargement of APN 001-311-01

The area of the Storey County Lands Act Bill of 2018 is identified above within the red outline. In the Lands Act Bill, the Bureau of Land Management stated they no longer claim any of the land within the red boundary and forwarded any interest they may have had on the land to Storey County. Currently, Storey County staff and the Nevada Legislature are working on regulations to transfer this interest to the individual property owners within this outlined segment. APN 001-311-01 is a parcel which previously had no known private property claim and the land interest within the red boundary has passed from BLM to Storey County.

Two portions of APN 001-311-01 lay outside of the Lands Act Bill and are still controlled by BLM at this time. One portion is proposed within a new Lands Act Bill currently being considered by the federal government. Another portion is anticipated to remain in control of BLM for now. These two areas, although currently under BLM control, are Forestry zoning and proposed to be Public zoning. BLM follows their own regulations for their land and the change in zoning district doesn't impact any of their activities.

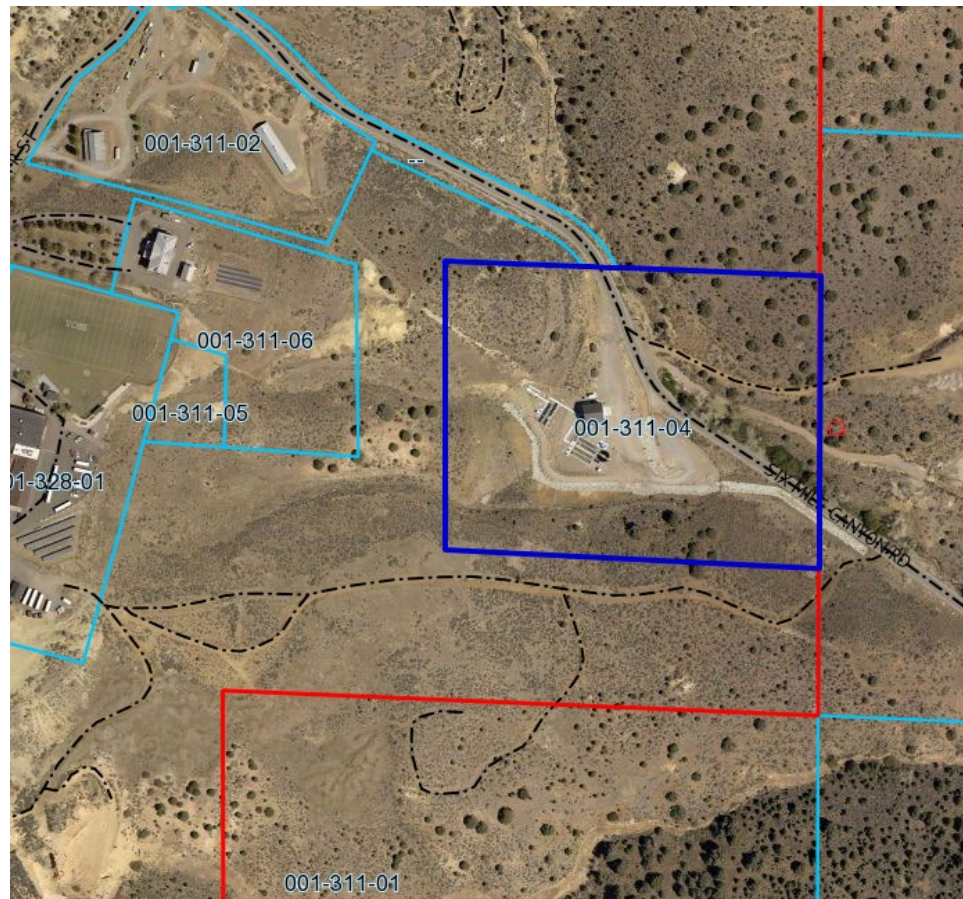
The boundary of APN 001-311-01 along R Street and 6-Mile Canyon Road has recently been altered based on the review of research associated with the parcel of land associated with St. Mary's Art Center area. The research has included a surveyor reviewing past documents

and legal descriptions in order follow the history of what occurred with the property boundaries as this land is outside the platted Virginia City townsite.

There is the potential for mining patents to have some surface claims which have not been brought forward to date. This has the potential to create a surface property boundary if surface right ownership can be demonstrated. If such a claim occurs, rezoning of such parcel should be considered at that time as Public zoning is not appropriate for a private entity.

This parcel of land contains the Virginia City transfer station operated by Waste Management and the remaining portion is vacant, with some informal trails and drainages.

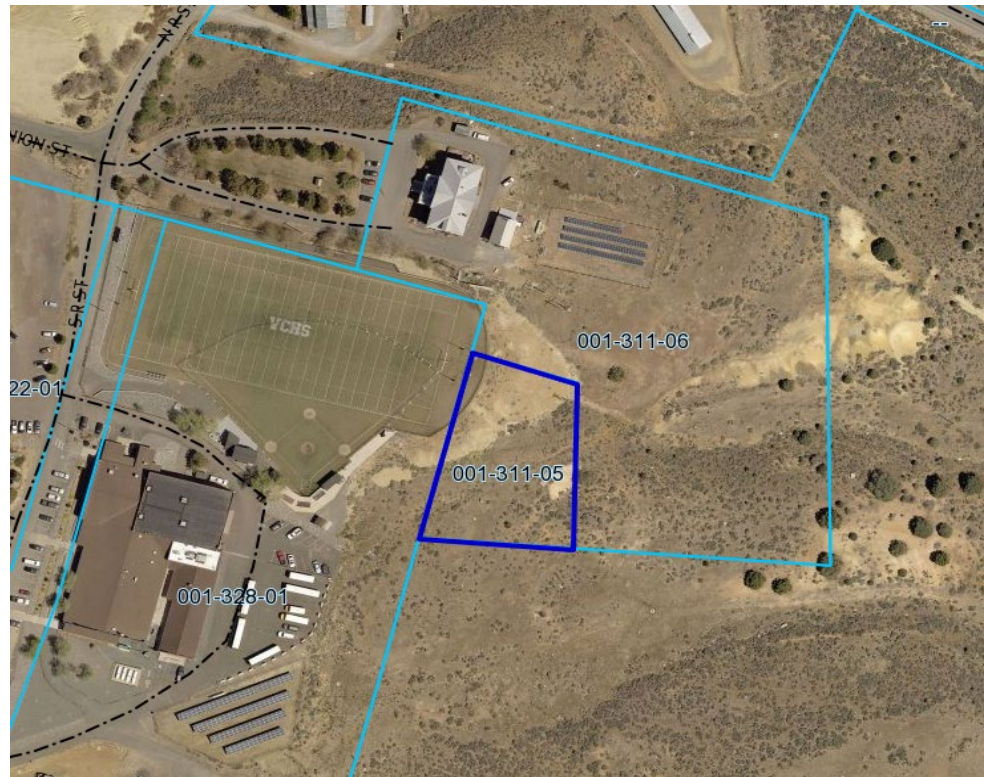
APN 001-311-04



APN 001-311-04 outlined in dark blue, depicted boundary location is approximate only

APN 001-311-04 was acquired by Storey County from the Bureau of Land Management through Patent 27-2014-006. This approximate 12.35 acre parcel of land contains the sewer treatment plant along with a Storey County communications tower. As a condition acquiring the land from BLM in 2014, this land has to retain a public use, either public services or recreation.

APN 001-311-05



APN 001-311-05 outlined in dark blue, depicted boundary location is approximate only

APN 001-311-05 is owned by the Storey County School District. The parcel is approximately 1.78 acres and was acquired in 2004. The parcel is vacant with the exception of the support slope for the Virginia City High School football field. This parcel of land, along with the adjacent APN 003-311-05, were created from a mining patent with the BLM where the patent holder had claim to the surface rights. Once created, the owner entered into an agreement with the school district to acquire the land for school district purposes.

- C. Zoning.** This request for the zoning district change is to make the zoning for these parcels more compatible with the existing land uses and public ownership and to allow for flexibility for future public needs on these properties.

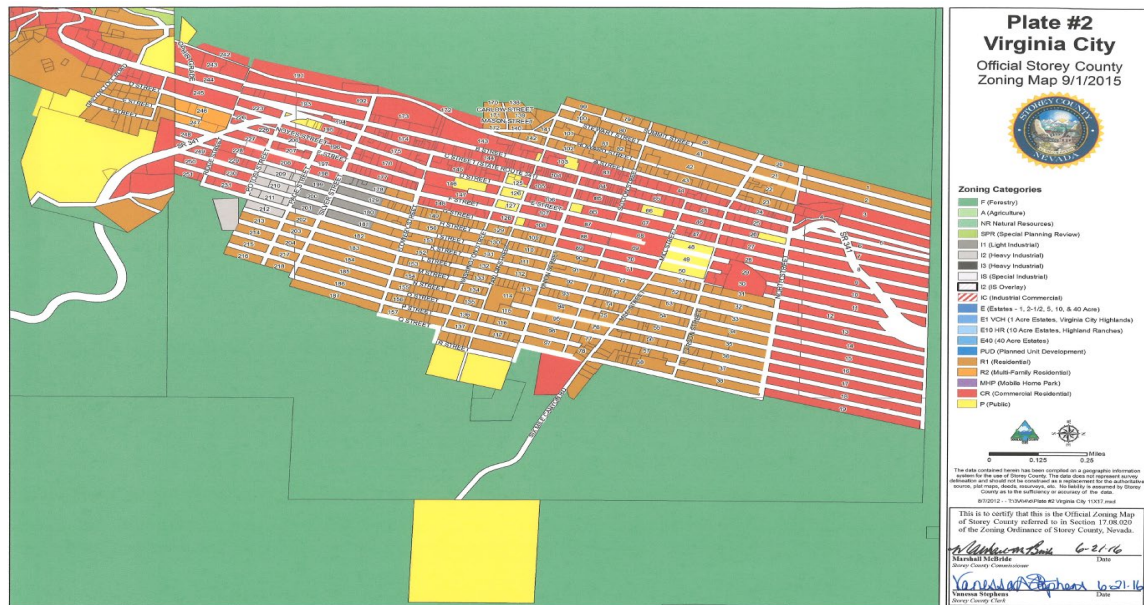
The three properties in question are currently zoned Forestry. The Purpose and Intent of the Forestry Zoning is “to protect areas having important environmental qualities in the county from unnecessary degradation and to provide areas of very low density residential and other uses.” Forestry zoning is consistent with many properties that are located on the outskirts of town and the more rural areas of the county. Forestry zoning has a minimum 40 acre parcel requirement and many of the land uses require a special use permit. The properties associated with the school district and the sewer treatment plant are not in conformance with the Forestry zoning district regulations. The size of the parcels is smaller than the 40 acre requirement and the land uses have been established on these parcels (school and sewer treatment plant) for quite a few years.

All three of the parcels are owned by a public entity and any such use proposed on these parcels of land will be associated with the public entities’ purpose. The Public zoning district is a more appropriate zoning district for public entity-owned parcels.

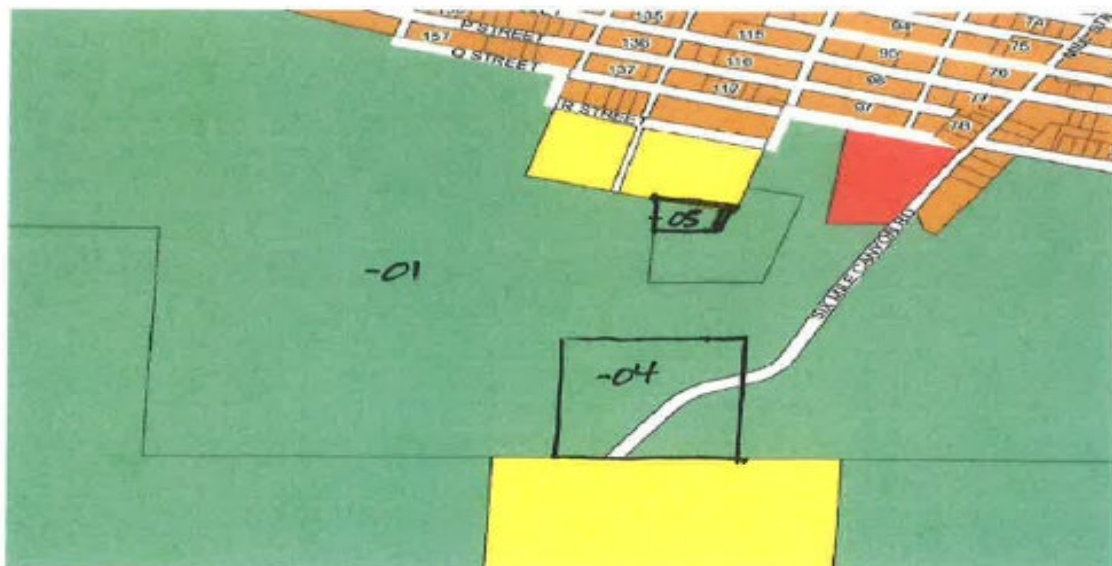
17.15.010 Purpose and Intent

The purpose of the P Public Zone is to achieve the following:

- A. To accommodate the wide range of public institutional and auxiliary uses that are established in response to the health, safety, cultural, and welfare need of the citizens of the county;
- B. To organize the assemblage of specific, non-profit, and profit public facilities into efficient, functionally compatible, and attractively planned administrative centers in conformance with the master plan;
- C. To establish allowed uses and those requiring a special use permit to ensure compatibility with adjacent zones; and
- D. To ensure development standards and setback requirements that are compatible with abutting regulatory zones.



Zoning Map, Green area is Forestry zoning, yellow is Public zoning.



Enlargement of zoning map, with APN 001-311-01, 04 & 05 identified

Assessor's Parcel Map

D. Abutting properties.

		Property Owner	Zoning
Land to the North	APN 001-311-02	R & P Brandon	CR Commercial Residential
Land to the North	APN 001-312-01	Bureau of Land Management/Storey County	Forestry
Land to the East	APN 004-301-15	Storey County	Public
Land to the East & South	APN 004-301-07	Bureau of Land Management	Forestry
Land to the South	APN 002-272-02	Bureau of Land Management	Forestry
Land to the South	APN 002-022-01	<u>Sutro Tunnel Co.</u>	R1 Residential
Land to the South	APN 002-011-16	B Allen & L Stevens	CR Commercial Residential
Land to the West	APN 001-114-03	N & J Fain	CR Commercial Residential
Land to the West	APN 001-114-02	<u>M Antunovich & R Sisson</u>	CR Commercial Residential
Land to the West	APN 004-174-01	W Pappas	CR Commercial Residential
Land to the West	APN 001-174-02	Series J Sugarloaf, LLC	CR Commercial Residential
Land to the West	APN 001-174-03	Virginia & Truckee RR Inc.	CR Commercial Residential
Land to the West	APN 001-223-01	Virginia & Truckee RR Inc.	I2 Heavy Industrial
Land to the West	APN 001-177-01	Virginia & Truckee RR Inc.	I2 Heavy Industrial
Land to the West	APN 001-221-01	Virginia & Truckee RR Inc.	R1 Residential
Land to the West	APN 001-225-01	J Reynolds, Trustee	R1 Residential
Land to the West	APN 001-227-01	J Reynolds, Trustee	R1 Residential
Land to the West	APN 001-228-01	J Reynolds, Trustee	R1 Residential
Land to the West	APN 001-236-01	Azores Development, Inc.	R1 Residential
Land to the West	APN 001-256-07	N & J Fain	R1 Residential
Land to the West	APN 001-256-06	K & S Lindsay	R1 Residential
Land to the West	APN 001-256-05	<u>J Trabert</u>	R1 Residential
Land to the West	APN 001-256-04	G & K Hames	R1 Residential
Land to the West	APN 001-321-05	N Bacon Trustee	R1 Residential
Land to the West	APN 001-267-01	<u>ConVirginia Mining Co.</u>	R1 Residential
Land to the West	APN 001-311-06	<u>ConVirginia Mining Co.</u>	Forestry

2. Compliance with Storey County's Guiding Documents.

- A. **Storey County 2016 Master Plan.** The Storey County Master Plan identifies the three properties as having a Resource land designation. The Public zone may be allowed in any regulatory zone (Figure 3.2-1).

The Resource Land Use Designation Chapter 3, Land Use and Growth, of the Storey County Master Plan doesn't mention this area as being a part of the Silver Star Neighborhood Specific Plan (which ends at R Street) but does note the location of the school and transfer station being adjacent to the neighborhood. The existing school site is designated (and zoned) Public in the Master Plan along with another property further south along 6-Mile Canyon Road that was the previous town dump site owned by Storey County. All three properties were previously managed by the Bureau of Land Management and the designation of Resources made sense for that management. As Virginia City has grown, additional land has been needed to provide facilities to support the community. The BLM has transferred their rights to Storey County in the cases of APNs 001-311-01 & 04, and the Storey County School District property was created by a mining patent.

B. **Storey County Code.** Section 17.03.220 Zone map amendments and zone text amendments states:

Before a zoning map amendment may be recommended for approval, the Applicant must provide evidence to the Board and Planning Commission concerning the physical use of the land and zoning currently existing in the general vicinity, and which have occurred in the previous five year time period, and describe:

(1) How the proposal will impact the immediate vicinity.

The proposed zone change from Forestry to Public is consistent with the surroundings. The properties have existing public service land uses that support the Virginia City community. The zone change does not propose any changes to the existing land uses on the properties. Surrounding land uses include commercial, public service and vacant land to the north, Bureau of Land Management land to the east, a mixture of vacant, industrial and commercial-residential land uses to the south and residential, heavy industrial and commercial-residential land to the west.

(2) How the proposal supports the goals, objectives and recommendations of the master plan concerning land use and related policies for the neighborhood where the subject project is situated.

The proposed zoning allows for public facilities to support the surrounding community. An overall goal of the Storey County Master Plan is to direct and manage orderly, efficient and sustainable development. The residents and visitors of Virginia City require public facilities to support the existing and proposed community. The proposed zoning will allow for greater flexibility in developing the public service needs for the community.

(3) If the proposed amendment will impact properties within that use district.

The proposed Public zoning will be consistent with the existing land use patterns and uses on the properties. The properties will be limited to facilities that support the public as defined in the Public Zoning chapter of the Zoning Ordinance.

(4) Impacts on public services and facilities, and availability of water resources.

The properties subject to this application have a public land uses. The properties contain the sewer treatment plant, public communications tower, a transfer station and a school. Water resources availability are not expected to be impacted by the zoning change for the property. The current water needs are provided by the Storey County municipal system.

3. **Findings of Fact**

The Storey County Board of County Commissioners shall cite Findings in a motion for approval, approval with conditions, or denial. The approval, approval with conditions or denial of the requested zone map amendment must be based on Findings. The Findings listed in the following subsections are the minimum to be cited. The Board of County Commissioners may include additional Findings in their decision.

A. Motion for Approval. The following Findings of Fact are the minimum to be cited for a recommendation of approval or approval with conditions. The following Findings are evident with regard to the requested zoning map amendment. At a minimum, an approval or conditional approval must be based on the following Findings:

- (1) The proposed Zone Map Amendment complies with all Federal, Nevada State, and Storey County regulations;
- (2) The proposed Zone Map Amendment will not impose substantial adverse impacts or safety hazards on the abutting properties;
- (3) The conditions of approval of the Zone Map Amendment require compliance with the applicable codes;
- (4) The conditions of approval of the Zone Map Amendment do not conflict with the minimum requirements in Chapter 17.15 P Public Zone or Chapter 17.03.220 Zone map amendments and zone text amendments;
- (5) The uses allowed by the new zone do not appear to cause substantial adverse impacts to the uses allowed in abutting zones;
- (6) The proposed Zone Map Amendment is in substantial compliance with and supports the goals, objectives and recommendations of the 2016 Storey County Master Plan;
- (7) The proposed Zone Map Amendment will provide for land uses compatible with existing adjacent land uses and will not have detrimental impacts to other properties in the vicinity;
- (8) The proposed Zone Map Amendment will not cause uses that will negatively impact existing or planned public services or facilities and will not adversely impact the public health, safety and welfare;
- (9) The proposed Zone Map Amendment will not create any non-conforming conditions, such as non-conforming setbacks distances or minimum parcel area and width requirements.

B. Motion for Denial. Should a recommended motion be made to deny the Zone Map Amendment request, the following Findings with explanation of why should be included in that motion.

- (1) Substantial evidence shows that the Zone Map Amendment may conflict with the purpose, intent, and other specific requirements of Chapter 17.15 P Public zone or Chapter 17.03.220 Zone Map Amendments and zone text amendments or other Federal, Nevada State, or Storey County regulations;

- (2) The conditions of approval under the Zone Map Amendment do not adequately mitigate potential adverse impacts on surrounding uses or protect against potential safety hazards for surrounding uses;
- (3) No reasonable level of conditions of approval imposed on this Zone Map Amendment would be sufficient to reasonably mitigate visual, safety or other potential impacts on adjacent and surrounding residences and land uses.
- (4) The proposed Zone Map Amendment is not in substantial compliance with and does not support the goals, objectives and recommendations of the master plan;
- (5) The proposed Zone Map Amendment will not provide for land uses compatible with existing adjacent land uses and will have detrimental impacts to other properties in the vicinity;
- (6) The proposed Zone Map Amendment will negatively impact existing or planned public services or facilities and will adversely impact the public health, safety and welfare.

4. **Recommended Conditions of Approval**

- A. Approval.** This approval is for a Zone Map Amendment (File 2023-07) to rezone three parcels of land zoned Forestry to Public zoning. Storey County acquired two of the parcels from the Bureau of Land Management (BLM) and the third parcel is owned by the Storey County School District. No modifications to the existing site conditions are proposed with this zone map amendment application but the intent is to allow for greater development flexibility for public service land uses. The property is located east of R Street and approximately south of 6-Mile Canyon Road, Virginia City, Storey County, Nevada, and has Assessor's Parcel Numbers 001-311-01, 04 & 05.
- B. Official Storey County Zoning Map.** The Official Storey County Zoning Map must be amended to depict the Zone Map Amendment approved by the Storey County Board of Commissioners (the Board) with the recommendation by the Storey County Planning Commission (the Planning Commission). The Official Storey County Zoning Map must be identified by the signature of the chairman of the Board attested by the Storey County Clerk (the Clerk) under the following words: "This is to certify that this is the Official Zoning Map of Storey County referred to in Section 17.08.040 of the Zoning Ordinance of Storey County, Nevada" together with this date of adoption.
- C. Changes Made Promptly.** The changes approved by the Board with the recommendation by the Planning Commission must be entered by the Planning Department on the Official Storey County Zoning Map (and the applicable Area Zoning Map) promptly after the zone map amendment has been approved with an entry indicating the date adopted. Regardless of the existence of the purported copies of the Official Storey County Zoning Map and the applicable Area Zoning Map which may from time to time be made or published, the Official Zoning Storey County Map and the Area Zoning Maps are to be located in the offices of the Clerk and Recorder and are the final authority as to the currently zoning status of land and water area, buildings and other structures in the County.

- D. Signed and sealed copies of the Official Storey County Zoning Map.** Signed and sealed copies of the Official Zoning Storey County Map and the Area Zoning Maps must be available in both the Storey County Clerk and Recorder's office.
- E. No Other Map Actions.** No parcel map, consolidation, or other map action may occur until the Official Storey County Zoning Map is officially adopted pursuant to SCC 17.08.040.
- F. Requirements.** The Zone Map Amendment must comply with and remain in compliance with all provisions set forth by this Zone Map Amendment and all Federal, Nevada State and Storey County Codes and Regulations.

5. Public Comment

Staff have notified adjacent Storey County property owners and has published this Zone Map Amendment in the March 24, 2023, edition of the Comstock Chronicle. As of March 28, 2023, staff have not received any public comments for this application.

6. Power of the Board

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

7. Proposed Motions

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

A. Recommended motion

In accordance with the recommendation by staff and the Planning Commission, the findings of fact under Section 3.A of this report, and other findings deemed appropriate by the planning commission, and in compliance with the conditions of approval, I, [commissioner], move to approve Zone Map Amendment (File 2023-07) to rezone three parcels of land zoned Forestry to Public zoning. Storey County acquired two of the parcels from the Bureau of Land Management (BLM) and the third parcel is owned by the Storey County School District. No modifications to the existing site conditions are proposed with this zone map amendment application but the intent is to allow for greater development flexibility for public service land uses. The property is located east of R Street and approximately south of 6-Mile Canyon Road, Virginia City, Storey County, Nevada, and has Assessor's Parcel Numbers 001-311-01, 04 & 05.

B. Alternative motion

Against the recommendation by staff and the Planning Commission, but in accordance with the findings of fact under Section 3.B of this report, and other findings deemed appropriate by the Board of County Commissioners, I, [commissioner], move to deny Zone Map

Amendment (File 2023-07) to rezone three parcels of land zoned Forestry to Public zoning. Storey County acquired two of the parcels from the Bureau of Land Management (BLM) and the third parcel is owned by the Storey County School District. No modifications to the existing site conditions are proposed with this zone map amendment application but the intent is to allow for greater development flexibility for public service land uses. The property is located east of R Street and approximately south of 6-Mile Canyon Road, Virginia City, Storey County, Nevada, and has Assessor's Parcel Numbers 001-311-01, 04 & 05.

Chapter 17.32

F Forestry Zone

Sections:

- 17.32.015 Purpose and intent
- 17.32.017 Allowed uses
- 17.32.020 Uses subject to special use permit
- 17.22.025 Accessory uses and structures
- 17.32.030 Minimum parcel area requirements
- 17.32.040 Off-street parking
- 17.32.041 Setback requirements
- 17.32.050 Height of buildings and structures
- 17.32.060 Generator restrictions
- 17.32.070 Home Enterprises
- 17.32.080 Minimum Floor Area

17.32.015 Purpose and Intent

The F forestry zone is established to protect areas having important environmental qualities in the county from unnecessary degradation and to provide areas of very low density residential and other uses.

17.32.017 Allowed Uses

In a Forestry (F) zone, land may be used and buildings and structures may be erected, maintained and used if they are arranged, intended and designed for the following uses:

- A. One single-family detached dwelling of permanent character in a permanent location.
- B. Equestrian Establishments.
- C. Beekeeping.
- D. General agricultural uses, agricultural animal production, agricultural entertainment, and custom animal processing.
- E. Agricultural and horticultural uses for domestic purposes and incidental to the permitted uses. Uses also include community gardens.

17.32.020 Uses Subject to Special Use Permit

The following uses may be permitted subject to securing a special use permit as provided for in Chapter 17.03 Administrative provisions.

- A. The keeping of 5 or more dogs or 3 or more pot-belly pigs more than 12 weeks of age. A minimum of 10 acres is required.
- B. Animal Boarding and Grooming, a minimum of 10 acres is required.
- C. Civic uses including:
 - 1. Public facilities and offices for fire, emergency services, and sheriff. Jails are prohibited.
 - 2. Helipads and heliports for use only by medical evacuation transport services. Any other use is prohibited.
 - 3. Primary, secondary, and post-secondary schools, private or public. (Residential and boarding accommodations are prohibited).
 - 4. Picnicking areas, parks, dog parks, walking and bicycle trails, interpretive trails, restroom facilities, and information kiosks.
 - 5. Public utility and transmission substations, water storage facilities and storm water drainage, detention, retention and storage.
- D. Buildings for the sale and display of products grown or raised on-site.
- E. Recreational uses and buildings, including dude or guest ranches, tennis, golf courses, driving ranges, miniature golf, and country clubs.
- F. Cemeteries.
- G. Congregational establishments.
- H. Mining and extraction, as regulated by chapter 17.92 Mineral exploration, mining, and extraction, and aggregate facilities.
- I. Milling and processing related to mining.
- J. Commercial energy production use types such as geothermal, hydrological, solar, wind, and other similar low-impact renewable energy generation systems. Commercial energy production from combustion of fossil fuels and other type fuels or other similar power generation systems is prohibited.
- K. Wild Animal Keeping.
- L. Concrete or asphalt batch plant, temporary and incidental to on-site project.
- M. Growing and preservation of trees and nursery stock.
- N. Veterinary Services, indoor and outdoor.

17.32.025 Accessory Uses and Structures

Accessory uses, buildings, and structures are considered a permitted use if they are clearly incidental to another permitted use, that being a use which has been approved by a special use permit or otherwise by right. The provisions of section 17.12.045-046 also apply to accessory structures. A principal building is not required for an accessory structure incidental to the allowed uses on the premises; however, a principal single-family residential dwelling is required for an accessory dwelling to be approved.

17.32.030 Minimum Parcel Area Requirements

A minimum area of 40 acres is required for a parcel of land, with an exception for civic uses listed above in consideration with the special use permit. Legally non-conforming parcels with less than the minimum 40 acres in size may be developed with allowed uses, but the size of the parcel will be a consideration in the processing of any use subject to a Special Use Permit.

17.32.040 Off-street parking

Off-street parking must be sufficient to handle the automobile and other vehicular parking demands of the use.

17.32.041 Setback Requirements

Minimum setbacks for a principal building and accessory building in the F zone are: front, 30 feet; rear, 40 feet; and side, 30 feet.

17.32.050 Height of Buildings and Structures

A building, manufactured home, or structure may not exceed a height of three stories or 35 feet, whichever is higher, except as may be allowed by a special use permit. The requirements of this section do not apply to church spires, belfries, cupolas, domes, chimneys, grain silos, water towers, or flagpoles. Radio, television, other communication antenna, and wind energy turbine support structures are regulated by chapter 17.12.044, Height of buildings and structures.

17.32.060 Generator Restrictions

Installation of a generator as a power source is not permitted unless the generator is muffled and installed in a sound-insulated building sufficient in design to maintain compliance with noise regulations in chapter 8.04 of the county code. Generators that are used solely for power in emergencies or power outages need not be muffled or in a sound-insulated building.

17.32.070 Home Enterprises

Home enterprises, including in-home child care, are regulated under chapter 17.12 General Provisions.

17.32.080 Minimum Floor Area

A single family residence must have a minimum floor area of 401 square feet, have a minimum width dimension of 12-feet on any side, have a permanent foundation, and comply with all building code regulations. If the residence is not constructed onsite and meets the definition of a manufactured home, it must also comply with all state requirements for construction.

Chapter 17.15

P Public Zone

Sections:

- 17.15.010 Purpose and intent
- 17.15.020 Allowed and permitted uses
- 17.15.030 Uses subject to special use permit
- 17.15.040 Building height and width
- 17.15.050 Setback requirements

17.15.010 Purpose and Intent

The purpose of the P Public Zone is to achieve the following:

- A. To accommodate the wide range of public institutional and auxiliary uses that are established in response to the health, safety, cultural, and welfare need of the citizens of the county;
- B. To organize the assemblage of specific, non-profit, and profit public facilities into efficient, functionally compatible, and attractively planned administrative centers in conformance with the master plan;
- C. To establish allowed uses and those requiring a special use permit to ensure compatibility with adjacent zones; and
- D. To ensure development standards and setback requirements that are compatible with abutting regulatory zones.

17.15.020 Allowed uses.

The following uses are allowed in the P public zone, unless otherwise stated, when the use is owned and managed by a governmental entity or non-profit organization. A special use permit is required for each use listed in this section when it is owned or managed by a for-profit entity.

- A. Buildings and facilities owned, leased, or operated by Storey County, Storey County School District, other political subdivision of Storey County or the State of Nevada, or the government of the United States, including:
 - 1. Agricultural use types including, general agricultural uses, agricultural animal production, custom animal processing, agricultural supplies sales, agricultural entertainment, and commercial uses.
 - 2. Agricultural and horticultural uses for domestic purposes and incidental to the permitted uses. This use includes community gardens.
 - 3. Public facilities and buildings for fire, emergency services, sheriff, public works, and other governmental agencies and departments. A special use permit is required for county jails.
 - 4. Helipads and heliports for use only by medical evacuation transport services.
 - 5. Outdoor storage or maintenance of materials, operable vehicles, trailers, and heavy equipment, including fueling stations and maintenance buildings, associated with public works or other government entity.
 - 6. Automotive, truck, and heavy equipment services including washing and detailing (manual hand-washing, coin-operated, and production line methods), service and fueling stations, and repair (including painting and body repair).

7. Childcare where 4 or less children are cared for. A special use permit is required for more than 4 children;
8. Crisis care uses, temporary.
9. Libraries, post offices, community centers, and courts of law.
10. Education including elementary, middle, and high (K-12) schools and academies, colleges and higher education, technical and vocational education, apprentice training, whether public, private, or parochial. A special use permit is required for education institutions and academies that include student residential and boarding accommodations.
11. Highway rest areas, picnicking areas, parks and playgrounds, dog parks, walking and bicycle trails, interpretive trails, restroom facilities, and information kiosks.
12. Parking lots and structures, park-and-rides and carpool transfer centers, multi-modal transit hubs, transportation garages and storage, railroad and light rail infrastructures, train tunnels, and railroad switchyards and turntables.
13. Indoor veterinarian services and shelters for small and large animals.
14. Uses involving the indoor discharge of firearms.
15. Temporary (less than 1 year) concrete and asphalt batch plants when incidental to an on-site construction project.

B. Public Utilities uses:

1. Public utility service yards, electric substations, and gas transmission stations.
2. Public utility or public service buildings, structures, and uses, not including power generation for sale to a public utility.
3. Water treatment and storage facilities and groundwater recharge.
4. Storm water drainage, detention, retention, and storage.

C. Tourism, cultural resources, and community health uses:

1. Entertainment and casual education services such as docents, guided tours on foot, gold panning, and museums.
2. Library and cultural services.
3. Farmers markets.
4. Historical sites, markers, kiosks, and attractions.
5. Archeological heritage and cultural resource centers.
6. Permanent indoor and outdoor civic auditoriums and theatres.
7. Golf courses, driving ranges, miniature golf, and country clubs.
8. Fair grounds and rodeo arenas.
9. Athletic fields, buildings, and complexes.
10. Health clubs, personal fitness gyms, swimming pools, spas, saunas, and complexes dedicated to such uses.
11. Permanent indoor and seasonal or temporary outdoor roller and ice-skating rinks and skateboard parks.

D. Healthcare Uses:

1. Healthcare facilities, including, medical services, convalescent services, continuum of care facilities for seniors, and group care services. A special use permit is required for civic convalescent and group care services.

E. Accessory uses, buildings, and structures if they are incidental to a permitted

use and are placed on the same lot or parcel with a permitted use, and meet the requirements of section 17.12.045-046 Accessory buildings.

- F. The use of up to one shipping container as an accessory building. Review and approval by the director of planning for conformance with section 17.12.045 is required if the use exceeds 90 days or the period of an active building permit for the principal use on the premises.
- G. Other similar uses which are determined by the board to be consistent with the uses permitted within the zone, after considering a recommendation on the use by the planning commission.

17.15.030 Uses Subject to Special Use Permit

The following uses require a special use permit:

- A. Airports, airstrips, and related facilities.
- B. Helipads and heliports used for non-emergency evacuation, sheriff and government uses.
- C. Cemeteries, columbariums, crematories, mausoleums, mortuaries, and funeral parlors.
- D. Childcare facilities exceeding 4 children.
- E. Health care facilities and uses, which include civic convalescent and group care services. Civic convalescent care services are not be allowed within 1,500 feet of a residential use and 2,500 feet of a public or private school or daycare.
- F. Halfway houses. Halfway houses are prohibited within 1,500 feet of CR, R, and E zones and 2,500 feet of a public or private school or daycare.
- G. Education facilities which include student residential and boarding accommodations.
- H. County jails.
- I. Solid waste recycling collection center.
- J. Solid waste transfer station.
- K. Solid waste collection center.
- L. Permanent outdoor skateboard parks and related facilities.
- M. Outdoor veterinarian services and shelters for small and large animals.
- N. Zoos, animal theme and amusement parks, and other maintenance, display, or possession of 1 or more wild animals.
- O. The keeping of 5 or more dogs or 3 or more pot-belly pigs more than 12 weeks of age. A minimum of 10 acres is required.
- P. Use involving outdoor discharge of firearms.
- Q. Natural resources river restoration regulated under section 17.12.100.
- R. Sewage treatment plants and facilities and other sewage or sludge processing, treatment, or storage.
- S. Hospital services.
- T. The use of two or more shipping containers as accessory buildings exceeding 90 days or the period of an active building permit for the principal use on the premises.

17.15.040 Height of Buildings and Structures

A building, manufactured home, or structure may not exceed a height of 3 stories or 45 feet, whichever is higher, except as may be allowed by a variance. The requirements of this section do not apply to church spires, belfries, cupolas, domes, chimneys, grain silos, water towers, or flagpoles. Radio, television, other communication antenna, and wind energy turbine support structures are regulated pursuant to section 17.12.044 Height of buildings and structures.

17.15.050 Setback requirements

Unless otherwise stated in this section, the distance between the principal building and the property line must be in accordance with the setback requirements in the abutting regulatory zone. Setbacks for accessory buildings must meet the provisions under section 17.12.045. Setbacks are from the property line except when an encroaching easement exists for the purpose of providing a public or private road, but not driveway (see section 17.12.090 for explanation and illustration). Distance requirements are as follows:

Abutting Zone	Front Yard Setback	Side Yard Setback	Rear Yard Setback
R1-5, R1-6, and R1-8	20 feet	5 feet	10 feet
R1-10	20 feet	5 feet	10 feet
R1-15 and R1-20	20 feet	5 feet	10 feet
R2	20 feet	5 feet	10 feet
C and CR	0 feet	0 feet	10 feet
I-C	20 feet	20 feet	20 feet
I1	0 feet	0 feet	0 feet
I2	0 feet	0 feet	0 feet
IS and I3	100 feet	100 feet	100 feet
F	30 feet	15 feet	40 feet
A	50 feet	50 feet	50 feet
SPR-5, SPR-6, and SPR-8	20 feet	8 feet	20 feet
SPR10	30 feet	8 feet	20 feet
SPR15 and SPR20	40 feet	8 feet	20 feet



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 4/18/2023 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 30 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Update, discussion, and provide direction to county staff and lobbyists regarding upcoming bills and legislation affecting Storey County including, but not limited to, the following, and other properly related matters: AB63 I80 Safety Corridors; SB81 Regional Orderly Growth; AB143 Lands Transfer Bill; AB47 and other OHV-related bills; SB304 NFPA Mandates; SB 432 Post-Abatement Tax Redistribution, and any legislative BDR, bill, resolution, or other action of the legislature or the government of the State of Nevada causing SB1 or other post-tax abatement revenues from Tesla or other tax abated or non-tax abated companies to be canceled, diverted away from Storey County, redistributed, postponed, or extended, and other properly related matters.
- **Recommended motion:** I [county commissioner] motion to direct county staff and lobbyists to represent Storey County on each bill as follows and to proceed on other bills as directed:
 - 1. AB63 I80 Safety Corridors – Amend bill per upcoming hearing, continue working with neighboring jurisdictions to gain support and participation on this bill, and work with legislative leaders for its support, and proceed with other legislative action as needed.
 - 2. SB81 Regional Orderly Growth – Oppose as drafted and direct staff and lobbyists to oppose bill entirely.
 - 3. AB143 Lands Transfer Bill – Continue supporting.
 - 4. AB47 OHV Bill and other OHV-related bills – Support allowing OHVs on state and local highways as proposed.
 - 5. SB 304 NFPA Mandates – Oppose the bill as written.
 - 6. SB 432 Post-Abatement Tax Redistribution, and any legislative BDR, bill, resolution, or other action of the legislature or the government of the State of Nevada causing SB1 or other post-tax abatement revenues from Tesla or other tax abated or non-tax abated companies to be canceled, diverted away from Storey County, redistributed, postponed, or extended, and other properly related matters.
- **Prepared by:** Austin Osborne

Department:

Contact Number: 775.847.0968

- **Staff Summary:** The board at each meeting directs county staff and lobbyists to take certain positions on bills of significance to Storey County. Information on bills affecting the county are available at the Nevada legislative website and at https://www.storeycounty.org/government/departments/administration_county_manager/i

ndex.php .

- **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

	Board of Storey County Fire Commissioners Agenda Action Report	
Meeting date: 4/18/2023 10:00 AM - BOCC Meeting	Estimate of Time Required: 10	
Agenda Item Type: Discussion/Possible Action		

- **Title:** Consideration and possible approval to proclaim May 2023 as the Nevada Wildfire Awareness Campaign in Storey County.
- **Recommended motion:** I _ (commissioner), move to approve the proclamation of May 2023 as the Nevada Wildfire Awareness Campaign in Storey County.
- **Prepared by:** Mike Bullian

Department: **Contact Number:** 775-634-7443

- **Staff Summary:** Wildfire can threaten Nevada communities and impact homes, property, and human life. The key to minimizing wildfire impact in Nevada is proactive communities that take steps to prepare.
-
- In response, representatives of Nevada’s local, state, and federal firefighting agencies; wildfire prone communities; and the University of Nevada, Reno Extension have conducted a wildfire awareness campaign every May since 2006. This year, the message is “Protect Our Home, Prepare for Wildfire.”
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

**STOREY COUNTY PROCLAMATION
IN SUPPORT OF THE
NEVADA WILDFIRE AWARENESS CAMPAIGN - MAY 2023**

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

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

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

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

Therefore, the Storey Board of County Commissioners proclaim the month of May 2023 as the Nevada Wildfire Awareness Campaign and this year's banner theme is: **"Protect Our Home, Prepare for Wildfire."** As a means for education and a call for residents of Storey County to work together to be ready for wildfire.

Passed, Approved and Adopted this 18th day of April 2023, by the Board of County Commissioners of Storey County.

BOARD OF COUNTY COMMISSIONERS OF STOREY COUNTY

By: _____
Julian "Jay" Carmona, Chairman

ATTEST:

Jim Hindle
Storey County Clerk/Treasurer



Board of Storey County Fire Commissioners Agenda Action Report

Meeting date: 4/18/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 Minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Discussion and possible approval of the modified FY2023 – 2029 Storey County Fire Protection District Capital Improvement Plan (CIP) including facilities and infrastructure, plans and studies, staffing, and equipment and vehicles.
- **Recommended motion:** I (Fire Commissioner) motion to approve the modifications in the FY2023 – 2029 Storey County Fire Protection District Capital Improvement Plan (CIP) including facilities and infrastructure, plans and studies, staffing, and equipment and vehicles.
- **Prepared by:** Jeremy Loncar

Department:

Contact Number: 775-847-0954

- **Staff Summary:** This Capital improvement plan reflects modifications based on recent needs assessments and growth of the district. The changes within the CIP are reflected in italicized print that is underlined.
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



Storey County Board of Fire Commissioners

Agenda Action Report

Meeting date: 4/18/2023

Estimate of time required: 15 Minutes

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

1. **Title:** DISCUSSION/POSSIBLE ACTION: Discussion and possible approval of the modified FY2023 – 2029 Storey County Fire Protection District Capital Improvement Plan (CIP) including facilities and infrastructure, plans and studies, staffing, and equipment and vehicles.
2. **Recommended motion:** I (Fire Commissioner) motion to approve the modifications in the FY2023 – 2029 Storey County Fire Protection District Capital Improvement Plan (CIP) including facilities and infrastructure, plans and studies, staffing, and equipment and vehicles.

3. **Prepared by:** Jeremy Loncar

Department: Fire

Telephone: 847-0954

4. **Staff summary:** This Capital improvement plan reflects modifications based on recent needs assessments and growth of the district. The changes within the CIP are reflected in italicized print that is underlined.

5. **Supporting materials:** See attached

6. **Fiscal impact:**

Funds Available:

Fund:

_____ Comptroller

7. **Legal review required:**

_____ District Attorney

8. **Reviewed by:**

____JL____ Fire Chief

Other agency review: _____

9. **Board action:**

[] Approved
[] Denied

[] Approved with Modifications
[] Continued

Agenda Item No.

STOREY COUNTY FIRE PROTECTION DISTRICT



Capital and Operational Improvement Plan

2023-2029

Be Nice-Solve Problems
Serve Community

Submitted by:
Jeremy B. Loncar, *Fire Chief*

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Message from The Chief

The Storey County Fire Protection District’s Capital and Operational Improvement plan assists in outlining District priorities and general timelines for the improvement of equipment and personnel. In an evaluation of the District’s current status, we are faced with many real needs that will be addressed immediately or within the near future. Additional capital improvement as well as operational improvement expenses are dependent on growth and funding. As these changes occur, this plan will be updated accordingly. Justification for these expenses will be presented during the budgeting process of the proposed year of implementation.

This document should not represent a solidified plan moving forward to 2029, but more so as a living and constantly evolving guide. This CIP helps provide us with clear direction and identifies our priorities to ensure we continue to grow and deliver the highest quality service to our customers.

The district will continue to seek out any and all sources of external revenue to support this Capital and Operational plan, however, it is important to reduce our ending fund balance to the minimum standards as dictated by the State of Nevada and transfer additional funds into the Capital Improvement fund to help with the success of this growth and replacement plan.

Jeremy B. Loncar

Fire Chief, Storey County Fire Protection District

Capital Items

1. Apparatus / Vehicles

a. Type 3 Wildland Engines

- i. Replace existing Type 3's
- ii. Increase our fleet to equip future stations 76 & 77 with wildland fire response apparatus.

b. Type 1 Structure Engines

- i. Replace the existing Type 1 Engine with a district-specific spec in Virginia City.
- ii. Equip future stations 76 & 77 with Structure fire response apparatus

c. Water Tenders (Tactical)

- i. Replace existing Water Tenders
- ii. Increase our fleet to equip future stations 76 & 77 with water supply fire response apparatus.

d. Chief Officer Vehicles

- i. Replacement of Fire Chiefs Vehicle
- ii. Replacement of Fire Marshals Vehicle
- iii. Replacement of Fire Inspectors Vehicle
- iv. Assistant Fire Chief Vehicle.
- v. Training Officer vehicle.
- vi. Fuels Management Officer vehicle

e. Ambulances

- i. Maintain an annual ambulance replacement program.
- ii. Increase our fleet to equip future stations 76 & 77 with EMS response vehicles.

f. Hazardous Materials Squad

- i. Dedicated Hazardous Materials Squad for the North Districts.
- ii. Repaint/refurbish existing Hazardous Materials Squad for the South Districts.

g. Heavy Rescue's

- i. Provide a Heavy Rescue for the North and South Districts to mitigate technical rescue operations.

h. Feller Buncher W/Masticator

- i. Add new heavy equipment for fuels reduction.

i. Dozers

- i. Add an additional dozer to the fleet.
- ii. Replace existing dozer 74.

j. Dozer Chase Vehicles (Dozer Tender)

- i. Provide a chase vehicle for additional dozers.

k. Transport and Trailers

- i. Replace existing transports and trailers.

l. Excavator

- i. Provide a second excavator with more capabilities.
- m. Ladder Truck**
 - i. Replace existing T71 with a 55-75' quint in district 71.
- n. Plow Truck**
 - i. Replace the current vehicle utilized to plow snow at Station 72
- o. Side by Side**
 - i. Side by side at station 74 for backcountry rescues
 - ii. Equipped with tracks.
- p. Loader**
 - i. Replace the existing loader at Station 72
- q. Wheeled Skid Steer**
 - i. Utilized on fuels reduction projects and snow removal.
- r. Mechanics Truck/Equipment**
 - i. Purchase a mobile service truck for Fire Mechanic(s)
 - ii. Vehicle lift, tire machines, and other capital mechanics equipment and tools.

Equipment	2023/2024	2024/2025	2025/2026	2026/2027	2027/2028	2028/2029
Type III Engine at FS #72		\$375,000.00				
Type III Engine at FS #74			\$375,000.00			
Type III Engine at FS #75				\$400,000.00		
Type III Engine at FS #76						\$405,000.00
Type III Engine at FS #77			\$375,000.00			
Type 1 Engine at FS #76						\$700,000.00
Type 1 Engine at FS #77			\$700,000.00			
Type I Engine at FS #71			\$725,000.00			
Fire Chiefs Vehicle			\$75,000.00			
Fire Marshal Vehicle		\$72,000.00				
Fuels Management Vehicle				\$80,000.00		
Prevention Vehicle		\$70,000.00			\$75,000.00	
Training Officer Vehicle		\$70,000.00				
Battalion Chief Vehicle			\$80,000.00		\$85,000.00	
Assistant Chief Vehicle	\$78,000.00					
Haz Mat Unit #75					\$1,500,000.00	
Ambulance Replacement		\$370,000.00		\$380,000.00		\$390,000.00
Ambulance at FS #76						\$390,000.00
Ambulance at FS #77			\$375,000.00			
75' Ladder truck at FS #71		\$1,250,000.00				
<i>Mechanic Service Truck</i>		<i>\$135,000.00</i>		<i>\$145,000.00</i>		

<i>Mechanics Shop Tools/Equip.</i>		<i>\$35,000.00</i>		<i>\$25,000.00</i>		
Plow Truck for Station #72			\$65,000.00			
Repaint / Refurbish Squad 75				\$80,000.00		
Replace Water Tender #73			\$450,000.00			
Replace Water Tender #72						\$450,000.00
Water Tender at FS #75					\$450,000.00	
Water Tender at FS #76						\$450,000.00
Replace Water Tender #74					\$450,000.00	
Replace Water Tender #71				\$450,000.00		
Heavy Rescue (N Districts)					\$750,000.00	
Heavy Rescue (S Districts)						\$750,000.00
Feller Buncher W/Masticator					\$1,000,000.00	
Excavator						\$275,000.00
Dozer Chase #71			\$78,000.00			
Dozer Chase #72				\$82,000.00		
Transport & Trailer			\$220,000.00			
Transport & Trailer				\$230,000.00		
<i>Tracks for SXS (2 sets)</i>		<i>\$20,000.00</i>				
<i>Wheeled Skid Steer Loader</i>		<i>\$150,000.00</i>				
<i>Loader</i>				<i>\$150,000.00</i>		
Side by Side FS 74		\$25,000.00				
Dozer #75				\$350,000.00		
Dozer #71				\$350,000.00		
	<i>\$78,000.00</i>	<i>\$2,572,000.00</i>	<i>\$3,518,000.00</i>	<i>\$2,722,000.00</i>	<i>\$4,310,000.00</i>	<i>\$3,810,000.00</i>

Funding for Apparatus and vehicles will primarily come from the District's Capital fund. Grants such as the Assistance to Firefighters Grant (AFG) through FEMA may also be utilized but limited capacities and only available for a single purchase per year. Other grant sources such as fuels reduction grants will also be utilized to acquire the applicable vehicles.

Capital Items

2. Facilities

- a. New Fire Station 71**
 - i. Replace the existing 3 buildings with one new station.
 - ii. Funding from grant sources will be the primary source of funding with additional funds coming from the ending fund balance of the district operating fund above 25%.
- b. Relocate Station 74**
 - i. Rebuild station 74 out of the flood plane.
- c. Add Station 76 & 77**
 - i. Build new stations to meet demand within TRIC.
- d. Training Towers**
 - i. Provide training grounds and tower in both North and South Districts
- e. Repaint Station 72 & Repair siding damage.**
 - i. Paint both buildings Station & House. Repair siding damage to both buildings.
- f. Finish Sleeping quarters and office in Station 75**
 - i. Increase sleeping quarters to account for 4-person staffing.
 - ii. Add office for a fire inspector.
 - iii. Provide an area for EMS Cache
- g. Fuels Management Quarters**
 - i. Build a new building to house fuels management personnel and equipment.
 - ii. New building within District 72
 - iii. Will be utilized to assist in storing reserve wildland apparatus.
- h. Reserve apparatus storage/cache**
 - i. Build a new building to house all structural fire & EMS response reserve apparatus
 - ii. Provide a place for a fire district cache.
 - iii. Build within district 71.
- i. Attach House to new apparatus bays at Station 72**
 - i. Construct breezeway to new apparatus bays at Station 72
 - ii. Upfit new building with NFPA-compliant exhaust evacuation systems
- j. Retrofit/Replace Station 73**
 - i. Retrofit the current building to house staff or replace the building.
- k. Fire Mechanics Shop**
 - i. Build an appropriate shop for fire mechanics.

Facilities	2023/2024	2024/2025	2025/2026	2026/2027	2027/2028	2028/2029
New Fire Station 71 VC	7,500,000					
Relocate Station 74				8,500,000		
New Fire Station 76 (Painted Rock)						9,000,000
New Fire Station 77 (North end of TRIC)		8,000,000				
New Fire Station 75 (New)					7,500,000	
Training Tower (South Districts)						3,000,000
Training Tower (North Districts)				2,500,000		
Replace Station #72						7,500,000
Fuels Management Quarters (Dist. 72)		1,250,000				
Reserve Apparatus Storage		1,200,000				
<i>Fire Mechanics Shop</i>			<i>3,000,000</i>			
New Fire Station #73 Remodel	220,000					
Connect FS# 72 to New App bays		78,000				
	\$7,720,000.00	\$10,528,000.00	\$3,000,000.00	\$11,000,000.00	\$7,500,000.00	\$19,500,000.00

Current fire stations are owned and maintained by Storey County. As these facilities are replaced or remodeled, the Fire District will work with the county on ownership of the building and any maintenance responsibilities.

Reference Storey County Capital Improvement Plan for more details and financial impacts.

Capital Items

3. Information Technology

a. Install Heart Healthy Tones & other Alert functions.

- i. Upgrade our current system to have Heart Healthy Tones
- ii. Upgrade our alert system to automatically turn on lights and other features.

b. Install Mobile Data Terminals (MDT)

- i. Install tough books or equivalent in all engines, rescues, trucks, and command vehicles.
- ii. These will need to be on a rotation schedule.

c. Build upon new Motorola Radio System

- i. Increase mobile radios to account for new staff.
- ii. Establish a radio cache.

d. Virtual Sand Table for Training

- i. Sand table using live imagery for wildland training.

Information Technology	2023/2024	2024/2025	2025/2026	2026/2027	2027/2028	2028/2029
Install Station Alert				\$25,000.00	\$25,000.00	\$25,000.00
Mobile Data Terminals			\$30,000.00			\$35,000.00
Virtual Sand Table Trainer			\$65,000.00			
Motorola Radio System	\$20,000.00	\$30,000.00	\$35,000.00	\$35,000.00	\$40,000.00	\$60,000.00
	\$20,000.00	\$30,000.00	\$130,000.00	\$60,000.00	\$65,000.00	\$120,000.00

Funding for information technology can be acquired through various grant sources such as SERC, LEPC, District's Capital fund, and the FEMA AFG. Grants such as the Assistance to Firefighters Grant (AFG) through FEMA may also be utilized but in limited capacities and are only available for a single purchase per year.

Capital Items

4. Equipment

a. Install Air Ride on existing ambulances.

- i. Install air ride on existing Ram ambulances to provide a better ride for the patient.

b. Replace existing hydraulic extrication tools with electric.

- i. Replace current hydraulic extrication tools with new electric versions which require fewer components and provide for shorter scene time.

c. Replace old fire hose.

- i. Establish a rotation plan to replace the existing fire hose.
- ii. The fire district currently uses hose that is over 20 years old.

d. Arizona Vortex

- i. Purchase technical rescue vortex tripod units for each engine.

e. Haz Mat Equipment

- i. Purchase equipment for Haz Mat for Squad 75
- ii. Purchase equipment for Haz Mat for potential Squad 71
- iii. Purchase new gas monitors.

f. SCBA's

- i. Finish stocking existing and new apparatus with SCBA's.

Equipment	2023/2024	2024/2025	2025/2026	2026/2027	2027/2028	2028/2029
SCBA		\$25,000.00	\$85,000.00	\$75,000.00	\$85,000.00	\$85,000.00
Air Ride on Existing Ambulances	\$35,000.00					
Electric Extrication Tools		\$52,000.00	\$60,000.00		\$63,000.00	\$64,000.00
Replace old Fire Hose	\$20,000.00		\$20,000.00		\$20,000.00	\$22,000.00
Arizona Vortex	\$20,000.00		\$22,000.00			
Haz Mat Chemistry equipment		\$40,000.00		\$40,000.00		
	\$75,000.00	\$117,000.00	\$187,000.00	\$115,000.00	\$168,000.00	\$171,000.00

Funding for equipment can be acquired through various grant sources such as SERC, LEPC, District's Capital fund, and the FEMA AFG. Grants such as the Assistance to Firefighters Grant (AFG) through FEMA may also be utilized but in limited capacities and are only available for a single purchase per year.

Operational Improvement

5. Staffing

- a. Increase staffing at Station 71**
 - i. Move from 2-person staffing to 3.
- b. Increase staffing at Station 72**
 - i. Move from 2-person staffing to 3.
 - ii. Create a Captain position.
- c. Staff Station 73**
 - i. 1 Medic / 1 FF per shift
- d. Add Battalion Chiefs**
 - i. Create North and South Battalion Chiefs
- e. Increase Staffing at Station 74**
 - i. Move from 2-person staffing to 4.
 - ii. Create a Captain position.
- f. Staffing at Station 76**
 - i. Increase in staffing for Station 76
 - ii. Create a Captain position.
- g. Staffing at Station 77**
 - i. Increase in staffing for Station 77
 - ii. Create a Captain position.
- h. Hire additional Fire Inspector**
 - i. Inspector dedicated to Districts 71, 72, and 73
- i. Hire an Assistant Fire Chief**
 - i. Assist the Fire Chief in Operations and Administration
- j. Move Fuels Management Officer to District Budget**
 - i. Retain FMO under the District budget.
 - ii. Increase salary and rank to Battalion Chief
- k. Hire Training Officer**
 - i. Dedicated to monitoring, instructing, record maintenance, and lesson plan development.
- l. Hire Fuels Module**
 - i. Hire an additional 5 fuels staff under the district budget to create for fuels reduction and fire suppression.
- m. Fire Mechanic**
 - i. Reduce the burden on the County shop staff and bring on a mobile mechanic.
- n. Transition Wildland/Fuels Crew to District funded.**
 - i. Move the current Wildland/Fuels crew under the fire district and will still seek out and utilize grant funds to supplement the district budget with fuels management.

Staffing	2023/2024	2024/2025	2025/2026	2026/2027	2027/2028	2028/2029
Firefighter/AEMT FS# 71/73	\$165,000.00					
Firefighter/AEMT FS# 71/73	\$165,000.00					
Firefighter/AEMT FS# 71/73	\$165,000.00					
Firefighter/Medic FS# 72				\$175,000.00		
Firefighter/Medic FS# 72				\$175,000.00		
Firefighter/Medic FS# 72				\$175,000.00		
Firefighter/Medic FS#71/73	\$175,000.00					
Firefighter/Medic FS#71/73	\$175,000.00					
Firefighter/Medic FS#71/73	\$175,000.00					
Firefighter/AEMT FS#71		\$170,000.00				
Firefighter/AEMT FS#71		\$170,000.00				
Firefighter/AEMT FS#71		\$170,000.00				
Battalion Chief (North Districts)					\$225,000.00	
Battalion Chief (North Districts)					\$225,000.00	
Battalion Chief (North Districts)					\$225,000.00	
Firefighter/AEMT FS# 74				\$175,000.00		
Firefighter/AEMT FS# 74				\$175,000.00		
Firefighter/AEMT FS# 74				\$175,000.00		
Captain FS# 74		\$200,000.00				
Captain FS# 74		\$200,000.00				
Captain FS# 74		\$200,000.00				
Fire Inspector II	\$140,000.00					
Captain FS#72				\$200,000.00		
Captain FS#72				\$200,000.00		
Captain FS#72				\$200,000.00		
Firefighter/AEMT FS# 76						\$180,000.00
Firefighter/AEMT FS# 76						\$180,000.00
Firefighter/AEMT FS# 76						\$180,000.00
Firefighter/Medic FS# 76						\$195,000.00
Firefighter/Medic FS# 76						\$195,000.00
Firefighter/Medic FS# 76						\$195,000.00
Fire Captain FS# 76						\$205,000.00
Fire Captain FS# 76						\$205,000.00
Fire Captain FS# 76						\$205,000.00
Firefighter/AEMT FS# 77			\$170,000.00			
Firefighter/AEMT FS# 77			\$170,000.00			

Firefighter/AEMT FS# 77			\$170,000.00			
Firefighter/Medic FS# 77			\$190,000.00			
Firefighter/Medic FS# 77			\$190,000.00			
Firefighter/Medic FS# 77			\$190,000.00			
Fire Captain FS# 77			\$200,000.00			
Fire Captain FS# 77			\$200,000.00			
Fire Captain FS# 77			\$200,000.00			
Training Officer		\$190,000.00				
Assistant Fire Chief	\$255,000.00					
<i>Transition Wildland FF to Dist.</i>		<i>\$750,000.00</i>				
<i>Fire Mechanic</i>		<i>\$140,000.00</i>		<i>\$160,000.00</i>		
Fuels Management Officer / BC		\$246,000.00				
Total	\$1,415,000.00	\$2,436,000.00	\$1,680,000.00	\$1,810,000.00	\$675,000.00	\$1,740,000.00

Funding for staffing will primarily come from the District's Capital fund. Grants such as the Assistance to Firefighters Grant SAFER through FEMA may also be utilized but limited capacities and only available for a single application covering 3 years. Positions responsible for fuels reduction can be in part or fully funded by NV Energy or other fuels reduction grants.

Total Costs

Fiscal year 2023/2024

Capital Improvement	\$7,893,000
Operational Improvement	\$1,415,000

Fiscal Year 2024/2025

Capital Improvement	\$13,247,000
Operational Improvement	\$2,436,000

Fiscal Year 2025/2026

Capital Improvement	\$6,835,000
Operational Improvement	\$1,680,000

Fiscal Year 2026/2027

Capital Improvement	\$13,897,000
Operational Improvement	\$1,810,000

Fiscal Year 2027/2028

Capital Improvement	\$12,043,000
Operational Improvement	\$675,000

Fiscal Year 2028/2029

Capital Improvement	\$23,601,000
Operational Improvement	\$1,740,000

Total financial impact

Capital Improvement	\$87,272,000
Operational Improvement	\$9,756,000

Funding to support the operational and capital improvement plan will come from various sources external to the Districts' capital fund such as grants, short and long-term loans, and cooperative agreements with private companies. In preparation for these expenses, any funds left in the District ending fund balance in excess of the minimum balance dictated by the State of Nevada shall be transferred from the operating budget to the capital improvement budget.



Board of Storey County Fire Commissioners Agenda Action Report

Meeting date: 4/18/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10

Agenda Item Type: Discussion/Possible Action

- **Title:** Storey County Fire District 2022-2023 Budget vs Actuals for the 3rd Quarter.
- **Recommended motion:** Discussion ONLY
- **Prepared by:** Jennifer McCain

Department:

Contact Number: 7758471133

- **Staff Summary:** As of March 31, 2023 the Fire District revenues are trending higher than the budgeted amounts with 75% of the completed. Also, during this same time the expenses of trending below the 75% expected usage. With a District usage at approximately 45%
- **Supporting Materials:** See attached
- **Fiscal Impact:** no
- **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

Budget Report Group Summary

For Fiscal: 2022-2023 Period Ending: 03/31/2023

RevRptGroup	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 250 - FIRE DISTRICT 474						
31 - AD VALOREM	4,022,960.00	4,022,960.00	555,627.57	4,212,053.29	189,093.29	4.70%
32 - LICENSES / PERMITS	344,000.00	344,000.00	332,339.55	1,796,159.87	1,452,159.87	422.14%
33 - INTERGOVERNMENTAL FUNDING	1,878,349.00	1,878,349.00	189,921.07	2,340,874.52	462,525.52	24.62%
34 - CHARGES FOR SERVICES	2,010,163.00	2,010,163.00	362,071.62	2,035,462.69	25,299.69	1.26%
36 - MISCELLANEOUS REVENUE	35,000.00	35,000.00	59,938.75	63,276.81	28,276.81	80.79%
37 - INTERFUND TRANSFER	500,000.00	500,000.00	125,000.00	375,000.00	-125,000.00	25.00%
Fund: 250 - FIRE DISTRICT 474 Total:	8,790,472.00	8,790,472.00	1,624,898.56	10,822,827.18	2,032,355.18	23.12%
Fund: 270 - FIRE MUTUAL AID						
34 - CHARGES FOR SERVICES	485,000.00	485,000.00	45,655.92	639,261.69	154,261.69	31.81%
Fund: 270 - FIRE MUTUAL AID Total:	485,000.00	485,000.00	45,655.92	639,261.69	154,261.69	31.81%
Fund: 280 - FIRE CAPITAL PROJECTS						
36 - MISCELLANEOUS REVENUE	10,000.00	10,000.00	0.00	0.00	-10,000.00	100.00%
37 - INTERFUND TRANSFER	700,000.00	700,000.00	175,000.00	525,000.00	-175,000.00	25.00%
Fund: 280 - FIRE CAPITAL PROJECTS Total:	710,000.00	710,000.00	175,000.00	525,000.00	-185,000.00	26.06%
Fund: 290 - FIRE GRANTS						
33 - INTERGOVERNMENTAL FUNDING	980,952.00	980,952.00	0.00	0.00	-980,952.00	100.00%
36 - MISCELLANEOUS REVENUE	1,101,717.00	1,101,717.00	0.00	524,996.84	-576,720.16	52.35%
Fund: 290 - FIRE GRANTS Total:	2,082,669.00	2,082,669.00	0.00	524,996.84	-1,557,672.16	74.79%
Report Total:	12,068,141.00	12,068,141.00	1,845,554.48	12,512,085.71	443,944.71	3.68%




STOREY COUNTY

Budget Report

Group Summary

For Fiscal: 2022-2023 Period Ending: 03/31/2023

ExpRptGroup1	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 250 - FIRE DISTRICT 474						
510 - SALARY DIRECT EXPENSE	4,625,637.00	4,625,637.00	482,891.38	3,413,229.68	1,212,407.32	26.21%
520 - FRINGE BENEFITS	2,344,164.00	2,344,164.00	282,833.23	1,626,509.77	717,654.23	30.61%
530 - OPERATIONAL EXPENSES	697,815.00	697,815.00	63,764.77	409,185.20	288,629.80	41.36%
540 - GENERAL GOVERNMENT	150,400.00	150,400.00	3,078.21	53,881.56	96,518.44	64.17%
560 - MISCELLANEOUS	92,000.00	92,000.00	18,251.84	60,541.68	31,458.32	34.19%
570 - OTHER FINANCING SOURCES	1,513,898.00	1,513,898.00	210,660.00	631,980.00	881,918.00	58.25%
640 - 640	48,599.00	48,599.00	0.00	22,301.09	26,297.91	54.11%
Department: 250 - FIRE DISTRICT 474 Total:	9,472,513.00	9,472,513.00	1,061,479.43	6,217,628.98	3,254,884.02	34.36%
Department: 270 - MUTUAL AID						
510 - SALARY DIRECT EXPENSE	345,000.00	345,000.00	0.00	137,891.17	207,108.83	60.03%
520 - FRINGE BENEFITS	34,000.00	34,000.00	0.00	26,563.94	7,436.06	21.87%
530 - OPERATIONAL EXPENSES	118,629.00	118,629.00	106.14	87,128.44	31,500.56	26.55%
570 - OTHER FINANCING SOURCES	500,000.00	500,000.00	125,000.00	375,000.00	125,000.00	25.00%
640 - 640	24,510.00	24,510.00	0.00	11,348.60	13,161.40	53.70%
Department: 270 - MUTUAL AID Total:	1,022,139.00	1,022,139.00	125,106.14	637,932.15	384,206.85	37.59%
Department: 280 - FIRE CAPITAL PROJECTS						
640 - 640	863,637.50	863,637.50	0.00	15,251.98	848,385.52	98.23%
Department: 280 - FIRE CAPITAL PROJECTS Total:	863,637.50	863,637.50	0.00	15,251.98	848,385.52	98.23%
Department: 290 - FIRE GRANTS						
510 - SALARY DIRECT EXPENSE	591,786.00	591,786.00	45,955.46	412,680.70	179,105.30	30.27%
520 - FRINGE BENEFITS	378,903.00	378,903.00	28,083.50	172,366.10	206,536.90	54.51%
530 - OPERATIONAL EXPENSES	1,025,000.00	1,025,000.00	1,094.48	42,767.81	982,232.19	95.83%
640 - 640	155,480.00	155,480.00	0.00	0.00	155,480.00	100.00%
Department: 290 - FIRE GRANTS Total:	2,151,169.00	2,151,169.00	75,133.44	627,814.61	1,523,354.39	70.82%
Report Total:	13,509,458.50	13,509,458.50	1,261,719.01	7,498,627.72	6,010,830.78	44.49%

	<h2 style="text-align: center;">Board of Storey County Fire Commissioners</h2> <h3 style="text-align: center;">Agenda Action Report</h3>	
Meeting date: 4/18/2023 10:00 AM - BOCC Meeting	Estimate of Time Required: 15	
Agenda Item Type: Discussion/Possible Action		

- **Title:** Storey County Fire District 2023-2024 budget updates.
- **Recommended motion:** Discussion ONLY
- **Prepared by:** Jennifer McCain

Department: **Contact Number:** 7758471133

- **Staff Summary:** With the tentative budget approved, we anticipate some changes to the 2023-2024 budget before the Final Budget Hearings on May 16, 2023. With this in mind, we prefer to update the Board as changes are made to avoid surprises during the budget hearings.
- **Supporting Materials:** See attached
- **Fiscal Impact:** no
- **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



Board of Storey County Commissioners Agenda Action Report

Meeting date: 4/18/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 20

Agenda Item Type: Discussion/Possible Action

- **Title:** Storey County 2022-2023 Fiscal Year Budget vs Actual review for the 3rd quarter.
- **Recommended motion:** Discussion ONLY
- **Prepared by:** Jennifer McCain

Department: **Contact Number:** 7758471133

- **Staff Summary:** As of March 31, 2023 we have 75% of the fiscal year behind us. Storey County's revenues are meeting or exceeding the budgeted amounts. The expenses in most departments and funds are also showing higher than the budgeted 25% remaining for the year.
- **Supporting Materials:** See attached
- **Fiscal Impact:** no
- **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

Budget Report Group Summary

For Fiscal: 2022-2023 Period Ending: 03/31/2023

RevRptGroup	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 001 - GENERAL FUND						
	24,993,055.40	24,993,055.40	2,827,915.94	15,637,428.54	9,355,626.86	37.43%
31 - AD VALOREM	13,761,987.75	13,761,987.75	1,812,374.23	13,860,973.44	98,985.69	0.72%
32 - LICENSES / PERMITS	1,686,450.00	1,686,450.00	590,929.29	4,180,430.82	2,493,980.82	147.88%
33 - INTERGOVERNMENTAL FUNDING	3,045,183.85	3,045,183.85	239,599.47	3,158,842.34	113,658.49	3.73%
34 - CHARGES FOR SERVICES	1,821,156.00	1,821,156.00	276,510.96	1,866,469.73	45,313.73	2.49%
35 - FINES AND FORFEITS	205,400.00	205,400.00	19,527.18	174,195.74	-31,204.26	15.19%
36 - MISCELLANEOUS REVENUE	341,065.00	341,065.00	110,209.47	494,014.82	152,949.82	44.84%
Fund: 001 - GENERAL FUND Surplus (Deficit):	-4,131,812.80	-4,131,812.80	221,234.66	8,097,498.35	12,229,311.15	295.98%
Report Surplus (Deficit):	-4,131,812.80	-4,131,812.80	221,234.66	8,097,498.35	12,229,311.15	295.98%



STOREY COUNTY

Budget Report

Group Summary

For Fiscal: 2022-2023 Period Ending: 03/31/2023

RevRptGroup;ExpRptGroup1	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 101 - COMMISSIONERS						
510 - SALARY DIRECT EXPENSE	325,447.00	325,447.00	47,468.20	317,340.80	8,106.20	2.49%
520 - FRINGE BENEFITS	209,431.00	209,431.00	25,979.59	174,324.48	35,106.52	16.76%
530 - OPERATIONAL EXPENSES	977,576.00	977,576.00	69,536.93	304,061.93	673,514.07	68.90%
560 - MISCELLANEOUS	345,717.00	345,717.00	71,267.53	216,605.23	129,111.77	37.35%
570 - OTHER FINANCING SOURCES	4,683,000.00	4,683,000.00	1,170,750.00	3,512,250.00	1,170,750.00	25.00%
Department: 101 - COMMISSIONERS Total:	6,541,171.00	6,541,171.00	1,385,002.25	4,524,582.44	2,016,588.56	30.83%
Department: 102 - CLERK TREASURER						
510 - SALARY DIRECT EXPENSE	223,038.00	223,038.00	25,942.28	168,287.84	54,750.16	24.55%
520 - FRINGE BENEFITS	138,875.00	138,875.00	15,002.26	103,154.80	35,720.20	25.72%
530 - OPERATIONAL EXPENSES	166,302.00	166,302.00	2,409.90	27,618.30	138,683.70	83.39%
560 - MISCELLANEOUS	30,000.00	30,000.00	16,059.44	39,354.75	-9,354.75	-31.18%
Department: 102 - CLERK TREASURER Total:	558,215.00	558,215.00	59,413.88	338,415.69	219,799.31	39.38%
Department: 103 - RECORDER						
510 - SALARY DIRECT EXPENSE	177,887.00	177,887.00	17,072.05	112,694.21	65,192.79	36.65%
520 - FRINGE BENEFITS	95,157.00	95,157.00	9,723.45	61,070.14	34,086.86	35.82%
530 - OPERATIONAL EXPENSES	83,000.00	83,000.00	4,348.79	24,961.33	58,038.67	69.93%
560 - MISCELLANEOUS	500.00	500.00	0.00	31.96	468.04	93.61%
Department: 103 - RECORDER Total:	356,544.00	356,544.00	31,144.29	198,757.64	157,786.36	44.25%
Department: 104 - ASSESSOR						
510 - SALARY DIRECT EXPENSE	216,131.00	216,131.00	24,025.89	161,966.33	54,164.67	25.06%
520 - FRINGE BENEFITS	137,918.00	137,918.00	12,419.65	85,443.42	52,474.58	38.05%
530 - OPERATIONAL EXPENSES	108,763.00	108,763.00	1,042.97	33,051.62	75,711.38	69.61%
Department: 104 - ASSESSOR Total:	462,812.00	462,812.00	37,488.51	280,461.37	182,350.63	39.40%
Department: 105 - ADMINISTRATIVE						
510 - SALARY DIRECT EXPENSE	199,404.00	199,404.00	23,534.47	125,706.95	73,697.05	36.96%
520 - FRINGE BENEFITS	321,874.00	321,874.00	28,742.53	213,186.33	108,687.67	33.77%
530 - OPERATIONAL EXPENSES	291,878.00	291,878.00	3,221.78	84,537.97	207,340.03	71.04%
540 - GENERAL GOVERNMENT	13,000.00	13,000.00	0.00	8,873.54	4,126.46	31.74%
560 - MISCELLANEOUS	15,000.00	15,000.00	0.00	19.61	14,980.39	99.87%
Department: 105 - ADMINISTRATIVE Total:	841,156.00	841,156.00	55,498.78	432,324.40	408,831.60	48.60%
Department: 106 - BUILDING & GROUNDS						
510 - SALARY DIRECT EXPENSE	279,841.00	279,841.00	19,815.26	164,658.62	115,182.38	41.16%
520 - FRINGE BENEFITS	169,751.00	169,751.00	11,181.31	95,232.02	74,518.98	43.90%
530 - OPERATIONAL EXPENSES	427,000.00	427,000.00	35,256.84	334,559.31	92,440.69	21.65%
640 - 640	10,500.00	10,500.00	0.00	0.00	10,500.00	100.00%
Department: 106 - BUILDING & GROUNDS Total:	887,092.00	887,092.00	66,253.41	594,449.95	292,642.05	32.99%
Department: 107 - SHERIFF						
510 - SALARY DIRECT EXPENSE	2,467,982.00	2,467,982.00	198,686.07	1,582,567.90	885,414.10	35.88%
520 - FRINGE BENEFITS	1,716,005.00	1,716,005.00	126,033.40	966,829.72	749,175.28	43.66%
530 - OPERATIONAL EXPENSES	370,995.00	370,995.00	18,013.12	260,512.25	110,482.75	29.78%
540 - GENERAL GOVERNMENT	164,000.00	164,000.00	3,148.67	81,428.11	82,571.89	50.35%
560 - MISCELLANEOUS	97,924.00	97,924.00	19,254.05	57,762.15	40,161.85	41.01%
570 - OTHER FINANCING SOURCES	2,500.00	2,500.00	71.95	1,097.97	1,402.03	56.08%
640 - 640	17,568.00	17,568.00	18,008.42	25,359.64	-7,791.64	-44.35%
Department: 107 - SHERIFF Total:	4,836,974.00	4,836,974.00	383,215.68	2,975,557.74	1,861,416.26	38.48%
Department: 109 - COMMUNITY DEVELOPMENT						
510 - SALARY DIRECT EXPENSE	453,508.00	453,508.00	52,965.11	333,575.55	119,932.45	26.45%
520 - FRINGE BENEFITS	250,444.00	250,444.00	26,452.47	160,060.31	90,383.69	36.09%
530 - OPERATIONAL EXPENSES	155,712.00	155,712.00	2,991.99	71,375.63	84,336.37	54.16%

Budget Report

For Fiscal: 2022-2023 Period Ending: 03/31/2023

RevRptGroup;ExpRptGroup1	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
560 - MISCELLANEOUS	0.00	0.00	0.00	6,091.35	-6,091.35	0.00%
Department: 109 - COMMUNITY DEVELOPMENT Total:	859,664.00	859,664.00	82,409.57	571,102.84	288,561.16	33.57%
Department: 111 - DISTRICT ATTORNEY						
510 - SALARY DIRECT EXPENSE	439,118.00	439,118.00	51,393.37	340,077.60	99,040.40	22.55%
520 - FRINGE BENEFITS	226,443.00	226,443.00	25,885.32	179,082.89	47,360.11	20.91%
530 - OPERATIONAL EXPENSES	433,250.00	433,250.00	6,212.10	91,100.00	342,150.00	78.97%
Department: 111 - DISTRICT ATTORNEY Total:	1,098,811.00	1,098,811.00	83,490.79	610,260.49	488,550.51	44.46%
Department: 112 - DISTRICT COURT						
530 - OPERATIONAL EXPENSES	136,000.00	136,000.00	852.25	117,759.18	18,240.82	13.41%
540 - GENERAL GOVERNMENT	122,000.00	122,000.00	22,494.24	70,124.25	51,875.75	42.52%
Department: 112 - DISTRICT COURT Total:	258,000.00	258,000.00	23,346.49	187,883.43	70,116.57	27.18%
Department: 113 - JUSTICE COURT						
510 - SALARY DIRECT EXPENSE	341,214.00	341,214.00	37,559.16	228,031.60	113,182.40	33.17%
520 - FRINGE BENEFITS	218,099.00	218,099.00	17,134.40	119,935.95	98,163.05	45.01%
530 - OPERATIONAL EXPENSES	41,127.00	41,127.00	835.45	19,893.89	21,233.11	51.63%
540 - GENERAL GOVERNMENT	4,000.00	4,000.00	0.00	2,465.00	1,535.00	38.38%
Department: 113 - JUSTICE COURT Total:	604,440.00	604,440.00	55,529.01	370,326.44	234,113.56	38.73%
Department: 114 - Health & Human Srv						
510 - SALARY DIRECT EXPENSE	9,147.00	9,147.00	693.52	4,110.90	5,036.10	55.06%
520 - FRINGE BENEFITS	5,433.00	5,433.00	362.56	2,636.18	2,796.82	51.48%
530 - OPERATIONAL EXPENSES	171,783.00	171,783.00	29,657.79	107,889.51	63,893.49	37.19%
Department: 114 - Health & Human Srv Total:	186,363.00	186,363.00	30,713.87	114,636.59	71,726.41	38.49%
Department: 115 - SWIMMING POOL						
510 - SALARY DIRECT EXPENSE	81,979.00	81,979.00	3,990.57	72,869.04	9,109.96	11.11%
520 - FRINGE BENEFITS	25,002.00	25,002.00	1,861.66	19,520.02	5,481.98	21.93%
530 - OPERATIONAL EXPENSES	53,600.00	53,600.00	977.80	14,869.40	38,730.60	72.26%
540 - GENERAL GOVERNMENT	0.00	0.00	0.00	200.00	-200.00	0.00%
Department: 115 - SWIMMING POOL Total:	160,581.00	160,581.00	6,830.03	107,458.46	53,122.54	33.08%
Department: 116 - COMMUNITY RELATIONS						
510 - SALARY DIRECT EXPENSE	65,253.00	65,253.00	16,086.73	89,142.84	-23,889.84	-36.61%
520 - FRINGE BENEFITS	34,359.00	34,359.00	8,512.57	49,461.82	-15,102.82	-43.96%
530 - OPERATIONAL EXPENSES	335,220.00	335,220.00	320.77	119,599.20	215,620.80	64.32%
560 - MISCELLANEOUS	50,000.00	50,000.00	4,870.35	30,994.22	19,005.78	38.01%
570 - OTHER FINANCING SOURCES	659,000.00	659,000.00	1,524.80	499,537.26	159,462.74	24.20%
Department: 116 - COMMUNITY RELATIONS Total:	1,143,832.00	1,143,832.00	31,315.22	788,735.34	355,096.66	31.04%
Department: 117 - COMMUNICATIONS						
510 - SALARY DIRECT EXPENSE	666,337.00	666,337.00	82,066.27	576,176.11	90,160.89	13.53%
520 - FRINGE BENEFITS	353,575.00	353,575.00	38,413.02	254,236.30	99,338.70	28.10%
530 - OPERATIONAL EXPENSES	80,300.00	80,300.00	3,407.24	85,730.21	-5,430.21	-6.76%
540 - GENERAL GOVERNMENT	68,000.00	68,000.00	613.84	7,707.23	60,292.77	88.67%
560 - MISCELLANEOUS	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00%
640 - 640	5,000.00	5,000.00	0.00	26,163.35	-21,163.35	-423.27%
Department: 117 - COMMUNICATIONS Total:	1,175,212.00	1,175,212.00	124,500.37	950,013.20	225,198.80	19.16%
Department: 118 - SERVICE						
510 - SALARY DIRECT EXPENSE	305,368.00	305,368.00	39,274.62	242,331.54	63,036.46	20.64%
520 - FRINGE BENEFITS	177,485.00	177,485.00	18,183.31	121,075.84	56,409.16	31.78%
530 - OPERATIONAL EXPENSES	120,400.00	120,400.00	25,892.03	66,457.31	53,942.69	44.80%
540 - GENERAL GOVERNMENT	750.00	750.00	260.00	556.00	194.00	25.87%
640 - 640	16,000.00	16,000.00	0.00	0.00	16,000.00	100.00%
Department: 118 - SERVICE Total:	620,003.00	620,003.00	83,609.96	430,420.69	189,582.31	30.58%
Department: 119 - IT						
510 - SALARY DIRECT EXPENSE	396,030.00	396,030.00	44,674.69	275,537.06	120,492.94	30.43%
520 - FRINGE BENEFITS	258,759.00	258,759.00	23,493.28	156,465.88	102,293.12	39.53%
530 - OPERATIONAL EXPENSES	811,943.00	811,943.00	24,705.03	367,915.66	444,027.34	54.69%
560 - MISCELLANEOUS	100.00	100.00	0.00	95.57	4.43	4.43%

Budget Report

For Fiscal: 2022-2023 Period Ending: 03/31/2023

RevRptGroup;ExpRptGroup1	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
640 - 640	52,250.00	52,250.00	432.74	70,113.30	-17,863.30	-34.19%
Department: 119 - IT Total:	1,519,082.00	1,519,082.00	93,305.74	870,127.47	648,954.53	42.72%
Department: 121 - COMPTROLLER						
510 - SALARY DIRECT EXPENSE	272,532.00	272,532.00	31,525.69	199,418.39	73,113.61	26.83%
520 - FRINGE BENEFITS	185,935.00	185,935.00	15,800.23	102,360.91	83,574.09	44.95%
530 - OPERATIONAL EXPENSES	137,600.00	137,600.00	1,164.98	103,471.44	34,128.56	24.80%
560 - MISCELLANEOUS	0.00	0.00	0.00	59.07	-59.07	0.00%
Department: 121 - COMPTROLLER Total:	596,067.00	596,067.00	48,490.90	405,309.81	190,757.19	32.00%
Department: 125 - Senior Center						
510 - SALARY DIRECT EXPENSE	395,327.00	395,327.00	46,671.61	303,062.36	92,264.64	23.34%
520 - FRINGE BENEFITS	204,787.00	204,787.00	19,426.50	127,517.62	77,269.38	37.73%
530 - OPERATIONAL EXPENSES	120,050.00	120,050.00	5,808.07	45,788.75	74,261.25	61.86%
560 - MISCELLANEOUS	240,000.00	240,000.00	24,806.22	124,649.70	115,350.30	48.06%
Department: 125 - Senior Center Total:	960,164.00	960,164.00	96,712.40	601,018.43	359,145.57	37.40%
Department: 142 - EMERGENCY MANAGEMENT						
510 - SALARY DIRECT EXPENSE	95,428.00	95,428.00	10,587.15	26,047.50	69,380.50	72.70%
520 - FRINGE BENEFITS	37,512.00	37,512.00	3,690.66	8,163.45	29,348.55	78.24%
530 - OPERATIONAL EXPENSES	68,305.40	68,305.40	2,881.68	12,980.47	55,324.93	81.00%
540 - GENERAL GOVERNMENT	10,000.00	10,000.00	1,500.00	1,500.00	8,500.00	85.00%
Department: 142 - EMERGENCY MANAGEMENT Total:	211,245.40	211,245.40	18,659.49	48,691.42	162,553.98	76.95%
Department: 143 - PLANNING DEPARTMENT						
510 - SALARY DIRECT EXPENSE	201,930.00	201,930.00	19,439.22	130,817.55	71,112.45	35.22%
520 - FRINGE BENEFITS	96,007.00	96,007.00	9,377.98	64,864.41	31,142.59	32.44%
530 - OPERATIONAL EXPENSES	225,635.00	225,635.00	2,168.10	41,212.74	184,422.26	81.73%
560 - MISCELLANEOUS	500.00	500.00	0.00	0.00	500.00	100.00%
Department: 143 - PLANNING DEPARTMENT Total:	524,072.00	524,072.00	30,985.30	236,894.70	287,177.30	54.80%
Department: 600 - CONTINGENCY						
570 - OTHER FINANCING SOURCES	591,555.00	591,555.00	0.00	0.00	591,555.00	100.00%
Department: 600 - CONTINGENCY Total:	591,555.00	591,555.00	0.00	0.00	591,555.00	100.00%
Report Total:	24,993,055.40	24,993,055.40	2,827,915.94	15,637,428.54	9,355,626.86	37.43%



STOREY COUNTY

Budget Report
Group Summary

For Fiscal: 2022-2023 Period Ending: 03/31/2023

RevRptGroup	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 010 - INDIGENT MEDICAL						
31 - AD VALOREM	70,965.00	70,965.00	10,202.79	77,344.76	6,379.76	8.99%
36 - MISCELLANEOUS REVENUE	5,000.00	5,000.00	0.00	0.00	-5,000.00	100.00%
Fund: 010 - INDIGENT MEDICAL Total:	75,965.00	75,965.00	10,202.79	77,344.76	1,379.76	1.82%
Fund: 020 - ROADS						
32 - LICENSES / PERMITS	2,000.00	2,000.00	440.00	2,860.00	860.00	43.00%
33 - INTERGOVERNMENTAL FUNDING	1,093,957.00	1,093,957.00	129,875.74	1,364,303.55	270,346.55	24.71%
34 - CHARGES FOR SERVICES	195,000.00	195,000.00	19,455.23	198,398.40	3,398.40	1.74%
36 - MISCELLANEOUS REVENUE	16,000.00	16,000.00	779.22	1,170.87	-14,829.13	92.68%
37 - INTERFUND TRANSFER	400,000.00	400,000.00	100,000.00	300,000.00	-100,000.00	25.00%
Fund: 020 - ROADS Total:	1,706,957.00	1,706,957.00	250,550.19	1,866,732.82	159,775.82	9.36%
Fund: 050 - EMERGENCY MITIGATION						
33 - INTERGOVERNMENTAL FUNDING	0.00	0.00	0.00	400,422.00	400,422.00	0.00%
37 - INTERFUND TRANSFER	78,000.00	78,000.00	19,500.00	58,500.00	-19,500.00	25.00%
Fund: 050 - EMERGENCY MITIGATION Total:	78,000.00	78,000.00	19,500.00	458,922.00	380,922.00	488.36%
Fund: 060 - EQUIPMENT ACQUISITION						
31 - AD VALOREM	353,914.00	353,914.00	51,012.46	386,715.42	32,801.42	9.27%
36 - MISCELLANEOUS REVENUE	2,700.00	2,700.00	0.00	30,958.40	28,258.40	1,046.61%
Fund: 060 - EQUIPMENT ACQUISITION Total:	356,614.00	356,614.00	51,012.46	417,673.82	61,059.82	17.12%
Fund: 070 - CAPITAL PROJECTS						
33 - INTERGOVERNMENTAL FUNDING	1,464,007.00	1,464,007.00	0.00	0.00	-1,464,007.00	100.00%
34 - CHARGES FOR SERVICES	2,800,777.00	2,800,777.00	23,433.10	93,732.46	-2,707,044.54	96.65%
37 - INTERFUND TRANSFER	5,000,000.00	5,000,000.00	625,000.00	1,875,000.00	-3,125,000.00	62.50%
Fund: 070 - CAPITAL PROJECTS Total:	9,264,784.00	9,264,784.00	648,433.10	1,968,732.46	-7,296,051.54	78.75%
Fund: 080 - INFRASTRUCTURE						
33 - INTERGOVERNMENTAL FUNDING	500,000.00	500,000.00	90,831.95	788,328.76	288,328.76	57.67%
Fund: 080 - INFRASTRUCTURE Total:	500,000.00	500,000.00	90,831.95	788,328.76	288,328.76	57.67%
Fund: 135 - USDA						
37 - INTERFUND TRANSFER	500,265.68	500,265.68	125,068.92	375,206.76	-125,058.92	25.00%
Fund: 135 - USDA Total:	500,265.68	500,265.68	125,068.92	375,206.76	-125,058.92	25.00%
Fund: 140 - DRUG COURT						
34 - CHARGES FOR SERVICES	400.00	400.00	50.00	250.00	-150.00	37.50%
Fund: 140 - DRUG COURT Total:	400.00	400.00	50.00	250.00	-150.00	37.50%
Fund: 165 - TECHNOLOGY						
34 - CHARGES FOR SERVICES	91,800.00	91,800.00	15,614.49	134,500.91	42,700.91	46.52%
Fund: 165 - TECHNOLOGY Total:	91,800.00	91,800.00	15,614.49	134,500.91	42,700.91	46.52%
Fund: 180 - GENETIC MARKER TESTING						
34 - CHARGES FOR SERVICES	5,100.00	5,100.00	507.19	4,212.35	-887.65	17.40%
35 - FINES AND FORFEITS	3,500.00	3,500.00	694.00	2,803.00	-697.00	19.91%
Fund: 180 - GENETIC MARKER TESTING Total:	8,600.00	8,600.00	1,201.19	7,015.35	-1,584.65	18.43%
Fund: 185 - INDIGENT ACCIDENT						
31 - AD VALOREM	97,992.00	97,992.00	15,303.64	116,011.14	18,019.14	18.39%
Fund: 185 - INDIGENT ACCIDENT Total:	97,992.00	97,992.00	15,303.64	116,011.14	18,019.14	18.39%
Fund: 187 - JUSTICE COURT FUND						
35 - FINES AND FORFEITS	63,000.00	63,000.00	4,385.50	41,531.59	-21,468.41	34.08%
Fund: 187 - JUSTICE COURT FUND Total:	63,000.00	63,000.00	4,385.50	41,531.59	-21,468.41	34.08%
Fund: 190 - PARK TAX FUND						
34 - CHARGES FOR SERVICES	1,500.00	1,500.00	0.00	4,393.89	2,893.89	192.93%

Budget Report

For Fiscal: 2022-2023 Period Ending: 03/31/2023

RevRptGroup	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 190 - PARK TAX FUND Total:	1,500.00	1,500.00	0.00	4,393.89	2,893.89	192.93%
Fund: 200 - TRI PAYBACK						
33 - INTERGOVERNMENTAL FUNDING	381,149.00	381,149.00	46,533.41	517,365.26	136,216.26	35.74%
34 - CHARGES FOR SERVICES	432,500.00	432,500.00	0.00	0.00	-432,500.00	100.00%
36 - MISCELLANEOUS REVENUE	0.00	0.00	0.00	246,320.26	246,320.26	0.00%
37 - INTERFUND TRANSFER	2,000,000.00	2,000,000.00	500,000.00	1,500,000.00	-500,000.00	25.00%
Fund: 200 - TRI PAYBACK Total:	2,813,649.00	2,813,649.00	546,533.41	2,263,685.52	-549,963.48	19.55%
Fund: 206 - FEDERAL/STATE GRANTS						
33 - INTERGOVERNMENTAL FUNDING	2,859,764.00	2,859,764.00	13,750.00	91,255.38	-2,768,508.62	96.81%
37 - INTERFUND TRANSFER	100,000.00	100,000.00	25,000.00	75,000.00	-25,000.00	25.00%
Fund: 206 - FEDERAL/STATE GRANTS Total:	2,959,764.00	2,959,764.00	38,750.00	166,255.38	-2,793,508.62	94.38%
Fund: 220 - VC RAIL PROJECT						
33 - INTERGOVERNMENTAL FUNDING	500,000.00	500,000.00	90,160.00	786,176.60	286,176.60	57.24%
Fund: 220 - VC RAIL PROJECT Total:	500,000.00	500,000.00	90,160.00	786,176.60	286,176.60	57.24%
Fund: 230 - VC TOURISM COMMISSION						
32 - LICENSES / PERMITS	42,000.00	42,000.00	510.00	13,550.50	-28,449.50	67.74%
33 - INTERGOVERNMENTAL FUNDING	1,042,000.00	1,042,000.00	113,939.97	1,233,055.87	191,055.87	18.34%
34 - CHARGES FOR SERVICES	448,500.00	448,500.00	2,147.28	153,731.31	-294,768.69	65.72%
36 - MISCELLANEOUS REVENUE	124,500.00	124,500.00	3,178.74	47,712.45	-76,787.55	61.68%
Fund: 230 - VC TOURISM COMMISSION Total:	1,657,000.00	1,657,000.00	119,775.99	1,448,050.13	-208,949.87	12.61%
Fund: 231 - PIPERS OPERA HOUSE						
33 - INTERGOVERNMENTAL FUNDING	6,000.00	6,000.00	0.00	4,959.47	-1,040.53	17.34%
34 - CHARGES FOR SERVICES	139,000.00	139,000.00	1,770.35	60,875.36	-78,124.64	56.20%
36 - MISCELLANEOUS REVENUE	24,000.00	24,000.00	1,850.00	14,800.00	-9,200.00	38.33%
37 - INTERFUND TRANSFER	105,000.00	105,000.00	26,250.00	78,750.00	-26,250.00	25.00%
Fund: 231 - PIPERS OPERA HOUSE Total:	274,000.00	274,000.00	29,870.35	159,384.83	-114,615.17	41.83%
Report Total:	20,950,290.68	20,950,290.68	2,057,243.98	11,080,196.72	-9,870,093.96	47.11%



STOREY COUNTY

Budget Report
Group Summary

For Fiscal: 2022-2023 Period Ending: 03/31/2023

RevRptGroup;ExpRptGroup1	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 010 - INDIGENT MEDICAL						
530 - OPERATIONAL EXPENSES	200,000.00	200,000.00	2,195.35	7,955.35	192,044.65	96.02%
Department: 010 - INDIGENT MEDICAL Total:	200,000.00	200,000.00	2,195.35	7,955.35	192,044.65	96.02%
Department: 020 - ROADS						
510 - SALARY DIRECT EXPENSE	405,778.00	405,778.00	48,171.37	350,696.97	55,081.03	13.57%
520 - FRINGE BENEFITS	248,883.00	248,883.00	25,773.02	211,799.60	37,083.40	14.90%
530 - OPERATIONAL EXPENSES	187,500.00	187,500.00	3,445.99	129,884.25	57,615.75	30.73%
540 - GENERAL GOVERNMENT	53,600.00	53,600.00	35,202.11	57,944.24	-4,344.24	-8.10%
560 - MISCELLANEOUS	51,978.00	51,978.00	9,627.02	33,881.06	18,096.94	34.82%
640 - 640	1,065,500.00	1,065,500.00	0.00	20,774.23	1,044,725.77	98.05%
Department: 020 - ROADS Total:	2,013,239.00	2,013,239.00	122,219.51	804,980.35	1,208,258.65	60.02%
Department: 050 - EMERGENCY MITIGATION						
540 - GENERAL GOVERNMENT	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00%
Department: 050 - EMERGENCY MITIGATION Total:	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00%
Department: 060 - EQUIPMENT ACQUISITION						
570 - OTHER FINANCING SOURCES	500,000.00	500,000.00	125,000.00	375,000.00	125,000.00	25.00%
640 - 640	1,175,700.00	1,175,700.00	158,589.22	530,954.03	644,745.97	54.84%
Department: 060 - EQUIPMENT ACQUISITION Total:	1,675,700.00	1,675,700.00	283,589.22	905,954.03	769,745.97	45.94%
Department: 070 - CAPITAL PROJECTS						
640 - 640	9,919,030.51	9,919,030.51	28,343.00	846,593.90	9,072,436.61	91.46%
Department: 070 - CAPITAL PROJECTS Total:	9,919,030.51	9,919,030.51	28,343.00	846,593.90	9,072,436.61	91.46%
Department: 080 - INFRASTRUCTURE						
570 - OTHER FINANCING SOURCES	830,000.00	830,000.00	0.00	0.00	830,000.00	100.00%
640 - 640	448,256.00	448,256.00	5,597.50	7,896.75	440,359.25	98.24%
Department: 080 - INFRASTRUCTURE Total:	1,278,256.00	1,278,256.00	5,597.50	7,896.75	1,270,359.25	99.38%
Department: 100 - STABILIZATION						
560 - MISCELLANEOUS	200,000.00	200,000.00	0.00	0.00	200,000.00	100.00%
Department: 100 - STABILIZATION Total:	200,000.00	200,000.00	0.00	0.00	200,000.00	100.00%
Department: 135 - USDA						
560 - MISCELLANEOUS	203,315.80	203,315.80	11,625.41	153,247.61	50,068.19	24.63%
570 - OTHER FINANCING SOURCES	296,949.88	296,949.88	18,176.77	221,952.01	74,997.87	25.26%
Department: 135 - USDA Total:	500,265.68	500,265.68	29,802.18	375,199.62	125,066.06	25.00%
Department: 140 - DRUG COURT						
540 - GENERAL GOVERNMENT	400.00	400.00	20.00	200.00	200.00	50.00%
Department: 140 - DRUG COURT Total:	400.00	400.00	20.00	200.00	200.00	50.00%
Department: 165 - TECHNOLOGY FUND						
530 - OPERATIONAL EXPENSES	35,000.00	35,000.00	6,365.00	24,030.00	10,970.00	31.34%
540 - GENERAL GOVERNMENT	70,000.00	70,000.00	0.00	39,466.93	30,533.07	43.62%
Department: 165 - TECHNOLOGY FUND Total:	105,000.00	105,000.00	6,365.00	63,496.93	41,503.07	39.53%
Department: 180 - GENETIC MARKER TESTING						
540 - GENERAL GOVERNMENT	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00%
550 - 550	5,000.00	5,000.00	509.00	1,449.00	3,551.00	71.02%
Department: 180 - GENETIC MARKER TESTING Total:	6,000.00	6,000.00	509.00	1,449.00	4,551.00	75.85%
Department: 185 - INDIGENT ACCIDENT						
530 - OPERATIONAL EXPENSES	80,000.00	80,000.00	0.00	79,644.16	355.84	0.44%
Department: 185 - INDIGENT ACCIDENT Total:	80,000.00	80,000.00	0.00	79,644.16	355.84	0.44%
Department: 187 - JUSTICE COURT FUND						
550 - 550	63,000.00	63,000.00	4,218.00	20,548.66	42,451.34	67.38%

Budget Report

For Fiscal: 2022-2023 Period Ending: 03/31/2023

RevRptGroup;ExpRptGroup1	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 187 - JUSTICE COURT FUND Total:	63,000.00	63,000.00	4,218.00	20,548.66	42,451.34	67.38%
Department: 190 - PARK TAX						
640 - 640	27,500.00	27,500.00	0.00	0.00	27,500.00	100.00%
Department: 190 - PARK TAX Total:	27,500.00	27,500.00	0.00	0.00	27,500.00	100.00%
Department: 200 - TRI PAYBACK						
570 - OTHER FINANCING SOURCES	3,300,000.00	3,300,000.00	0.00	3,843,967.21	-543,967.21	-16.48%
Department: 200 - TRI PAYBACK Total:	3,300,000.00	3,300,000.00	0.00	3,843,967.21	-543,967.21	-16.48%
Department: 206 - 206						
530 - OPERATIONAL EXPENSES	422,264.00	422,264.00	125.47	99,515.60	322,748.40	76.43%
570 - OTHER FINANCING SOURCES	2,500,000.00	2,500,000.00	0.00	0.00	2,500,000.00	100.00%
Department: 206 - 206 Total:	2,922,264.00	2,922,264.00	125.47	99,515.60	2,822,748.40	96.59%
Department: 220 - V&T PROJECT						
560 - MISCELLANEOUS	250,000.00	250,000.00	0.00	0.00	250,000.00	100.00%
640 - 640	230,000.00	230,000.00	0.00	1,484.04	228,515.96	99.35%
Department: 220 - V&T PROJECT Total:	480,000.00	480,000.00	0.00	1,484.04	478,515.96	99.69%
Department: 230 - VC TOURISM COMMISSION						
510 - SALARY DIRECT EXPENSE	339,541.00	339,541.00	39,822.55	270,631.10	68,909.90	20.30%
520 - FRINGE BENEFITS	170,859.00	170,859.00	16,462.30	107,882.79	62,976.21	36.86%
530 - OPERATIONAL EXPENSES	949,050.00	949,050.00	45,532.69	590,671.55	358,378.45	37.76%
560 - MISCELLANEOUS	125,885.00	125,885.00	3,124.55	112,536.18	13,348.82	10.60%
640 - 640	100,000.00	100,000.00	3,200.00	7,938.80	92,061.20	92.06%
Department: 230 - VC TOURISM COMMISSION Total:	1,685,335.00	1,685,335.00	108,142.09	1,089,660.42	595,674.58	35.34%
Department: 231 - PIPERS OPERA HOUSE						
510 - SALARY DIRECT EXPENSE	117,079.00	117,079.00	0.00	26,639.06	90,439.94	77.25%
520 - FRINGE BENEFITS	55,949.00	55,949.00	0.00	10,826.09	45,122.91	80.65%
530 - OPERATIONAL EXPENSES	100,800.00	100,800.00	6,492.18	60,720.05	40,079.95	39.76%
560 - MISCELLANEOUS	13,088.00	13,088.00	2,481.55	7,444.65	5,643.35	43.12%
640 - 640	0.00	0.00	0.00	1,754.87	-1,754.87	0.00%
Department: 231 - PIPERS OPERA HOUSE Total:	286,916.00	286,916.00	8,973.73	107,384.72	179,531.28	62.57%
Report Total:	24,817,906.19	24,817,906.19	600,100.05	8,255,930.74	16,561,975.45	66.73%



Board of Storey County Commissioners Agenda Action Report

Meeting date: 4/18/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 20

Agenda Item Type: Discussion/Possible Action

- **Title:** Storey County 2023-2024 budget update.
- **Recommended motion:** Discussion ONLY
- **Prepared by:** Jennifer McCain

Department:

Contact Number: 7758471133

- **Staff Summary:** After the tentative budget is approved we anticipate some changes before the Final budget is presented in budget hearings, this year on May 16, 2023. In efforts to have no surprises during the budget hearings we will present changes and updates as of the day of the current meeting.
- **Supporting Materials:** See attached
- **Fiscal Impact:** yes
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



Board of Storey County Commissioners Agenda Action Report

Meeting date: 4/18/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the potential expenditure of approximately \$20,400, an amount not to exceed \$25,400, to Lumos & Associates for the Environmental Report, Cultural Resource Survey, and SHPO Consultation for the Lockwood Senior and Community Center project.
- **Recommended motion:** I (commissioner), move to approve potential expenditure of approximately \$20,400, an amount not to exceed \$25,400, to Lumos & Associates for the Environmental Report, Cultural Resource Survey, and SHPO Consultation for the Lockwood Senior and Community Center project.

- **Prepared by:** Honey Menefee

Department:

Contact Number: 7758470986

- **Staff Summary:** Part of the Housing and Urban Development (HUD) requirements is an environmental report which consists of a cultural resource survey and SHPO consultation. This is necessary to complete our application to HUD and to receive the \$2.5 million in award funding.
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

- **Board Action:**

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



March 30, 2023

LA22.331

Mr. Austin Osborne, PHR, SHRM-CP
County Manager
Storey County Courthouse
Box 176 Virginia City, NV 89440
Cell: (775) 291-4693
Via Email: aosborne@storeycounty.org

**Re: Proposal for Additional Services
Storey County – Lockwood Senior Center, Lockwood, NV**

Dear Mr. Osborne:

Lumos & Associates, Inc. is pleased to provide you with this proposal for additional services related to the proposed Lockwood Community Center.

Additional Services Understanding

It is understood that the proposed Lockwood Senior/Community Center will be funded by an HUD grant. This grant application requires an Environmental Report (ER) to be provided.

Lumos will work with Resource Concepts Inc (RCI) to complete the required report. The following scope of work is based on the Environmental Guidance and Environmental Form for HUD's Community Project Funding Grant provided by Storey County. We propose the following tasks:

Project Scope

Task 9 – Environmental Report (ER)

RCI will prepare the required environmental report with the assumption that the applicant's proposed actions can be evaluated using the form for Environmental Assessment Determinations and Compliance Findings for HUD-assisted Projects (24 CFR Part 58). Preparation of the Form will include:

- Use the existing project description and summary of land ownership and existing land uses as provided by Lumos and supplemental with additional information as needed to better assess potential environmental impacts
- Description of existing environment
 - An on-site visit will be required to assess existing conditions and sensitive resources
- Query of the appropriate environmental data bases, informal consultation with State and Federal agencies, and preparation of maps supporting the source documentation
- Evaluation of project potential impacts to environmental resources and historic properties
 - This proposal assumes that a cultural resource survey and report will be required for submittal to SHPO and the appropriate Tribes. This is discussed in detail in Task 10 below.

Task 10 – Cultural Resource Survey & SHPO Consultation

RCI will team with Great Basin Consulting Group (GBCG) to complete the necessary cultural resource review and Section 106 consultation required under NEPA.

- GBCG will complete a search of the Nevada Cultural Resources Information System (NVCHRIS) and review historic maps to identify known historic resources within a 1-mile radius of the project area.
- GBCG will complete a pedestrian inventory of the site and prepare a Class III Cultural Resources Inventory report for submission to the Nevada SHPO. The report will summarize existing conditions, the outcome of previous archaeological inventories, results of the pedestrian inventory, visual effects assessment, a determination of project effect, and management recommendations sufficient to address reporting requirements under Section 106.
- Native American Tribes and other interested parties will be contacted and informed of the project.
- GBCG will consult with NV SHPO to determine the project's potential effects and appropriate management recommendations. GBCG will submit the final report to the NV SHPO.
- Comments provided by SHPO and the Tribes will be incorporated into the Environmental Assessment

Assumptions / Exclusions

Lumos and RCI have made the following assumptions in preparation of this proposal:

- A Phase I Environmental Assessment is not included in this scope of work; RCI will query the EPA EnviroAtlas database for known hazardous waste sites in the vicinity of the project.
- A Preliminary Architectural Report is not included in this scope of work

If necessary, Lumos & Associates will be happy to amend this proposal as necessary or provide a separate scope of work to include any of these services.

Fees

The tasks described in the Scope of Work will be completed for the following fees:

Task	Description	Proposed Budget
Task 9	Environmental Report	\$12,600
Task 10	Cultural Resource Survey & SHPO Consultation	\$7,800
Total:		\$20,400

Lumos & Associates, Inc. will be happy to amend this proposal as necessary. If this proposal is acceptable, please sign the attached contract or provide your own. Any additional services requested but not covered by this Scope of Work can be provided by an amendment to this proposal. Lumos will send monthly progress billings on this project. The amount of these billings will be based upon


the percentage of work completed. The terms are 'Due Upon Receipt' and accounts are past due after 30 days. Accounts over 30 days old will be subject to interest at the rate of 1 ½% per month and such collection action as may be necessary to collect the account. In addition, a "Stop Work Order" may be issued on past due accounts. In this case, no further work will be performed until the account is brought current.

Thank you again for allowing Lumos & Associates, Inc. to provide you with this proposal. Please do not hesitate to call me at (775) 883-7077 if you have questions.

Sincerely,

A handwritten signature in blue ink that reads "Tim Russell". The signature is stylized with a large, looped "R" and a long horizontal stroke extending to the left.

Tim Russell, P.E.
Director of Engineering

	<h1>Board of Storey County Commissioners</h1> <h2>Agenda Action Report</h2>	
Meeting date: 4/18/2023 10:00 AM - BOCC Meeting	Estimate of Time Required: 10 min	
Agenda Item Type: Discussion/Possible Action		

- **Title:** Consideration and possible approval to authorize Storey County to enter into an agreement with US Geometrics Surveying for an Alta Survey for an approximate amount of \$25,680, not to exceed \$30,680, and approximately \$21,828, not to exceed \$26,828, for geotechnical reporting and inspection by Universal Engineering to complete the United States Department of Agriculture application requirements for Fire Station 71 in Virginia City.
- **Recommended motion:** I (commissioner), move to approve to authorize Storey County to enter into an agreement with US Geometrics Surveying for an Alta Survey for an approximate amount of \$25,680, not to exceed \$30,680, and approximately \$21,828, not to exceed \$26,828, for geotechnical reporting and inspection by Universal Engineering to complete the United States Department of Agriculture application requirements for Fire Station 71 in Virginia City.
- **Prepared by:** Honey Menefee

Department: **Contact Number:** 7758470986

- **Staff Summary:** These surveys and reports are necessary to complete the preliminary architectural requirements for the United States Department of Agriculture application to receive our \$3.75 million award. The attached quotes are from summer 2022 and therefore 7% has been added to the estimates in keeping with the average inflation rate for goods and services. We are in the process of obtaining current quotes from these contractors.
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



A LAND SURVEYING / WATER RIGHTS COMPANY

June 9, 2022

Matt Rasmussen
Tectonics Design Group
730 Sandhill Road, Suite 250
Reno NV 89521

RE: ALTA Survey – Virginia City, NV, (Four Separate ALTA's)

Dear Matt

US Geomatics is pleased to provide this proposal for mapping services for the above referenced project. US Geomatics is a consulting firm specializing and focusing on the development and implementation Land Survey, Water Rights, and Web Related Technology strategies for both public agencies and private business sectors. Services are designed to provide an integrated approach with respect to the use of Geographic Information Systems, Land Survey, and Web Related Technology. US Geomatics has assembled a professional team with a strong understanding of the aforementioned disciplines and sixty two years of total experience. With knowledge and the flexibility to perform tasks using all major computer platforms, programming methods, and various software packages, the firm is in a solid position to design and implement a comprehensive solution to meet the client's needs.

Scope of Work:

Field Work:

Locate existing boundary monuments for above referenced property to establish the true position of existing property lines and street right-of-ways. Locate all existing features, structures, surface utilities, and grade breaks within the parcel. The survey will be extended to include all street improvements and surface utilities within the right-of-ways adjacent to the property.

American Land Title Association (ALTA) Mapping:

Produce a map of the parcel listed above that conforms to the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys. Table A Items 2, 3, 4, 5, 6(a), 6(b), 7(a), 7(b1), 7(c), 8, 9, 11(a), 13, 14, 16, and 17 will be included on the ALTA/NSPS survey.

A current title report for the parcels listed above will be required.

Note: If Table A Item 1 requires the setting of NEW permanent monuments at unmarked property corners, an official Record of Survey may be required to be filed with the County. A Record of Survey is an official plat delineating the location of any set property corners and their relationship to any found property corners, and which is recorded in the county land records to perpetuate the information. Performing a Record of Survey will require additional costs to complete, including any fees for recording the official plat. These additional costs will be calculated once it is determined if a Record of Survey is necessary.

Item 5 is included in this proposal. Item 5 represents vertical topographical mapping.

Estimated Costs, Not to Exceed.....\$24,000.00

Additional Services

- After the initial draft is submitted to the client for review, the client will have an opportunity to make changes at no cost. Any subsequent changes, after the initial review, will require additional work by USG and will result in extra charges at our standard rate of \$185.00 per hour and invoiced accordingly,

Schedule

- We are available to commence our services immediately upon our receipt from Client of this executed contract and notice to proceed, the retainer amount (if any) and any applicable documents and information necessary for us to begin our services
- Barring delays beyond our reasonable control, we anticipate we will complete our services in 10 working days from receipt of title report. Once a signed proposal is returned, a schedule will be implemented.
- USG finds it necessary for 48 hours minimum notice to provide changes to documents to insurer proper quality control measures are in place

Balance is due upon completion of work.

This proposal is valid for 30 days from the date listed above. The cost to address any additional work that may be requested will be billed on a time and material basis in accordance with our Standard Fee Schedule. This Agreement may be terminated by either party upon written notice if the other party breaches any of its obligations hereunder and the breaching party fails to cure such breach within fifteen (15) days after receipt of notice of such breach and failure to cure the default. Notwithstanding the above, either party shall have the right, within its sole discretion, to terminate this Agreement, for any reason whatsoever, upon thirty (30) days prior written notice

If you have any questions or comments, or would like to discuss any task further please contact me at 775-786-5111.

Sincerely,



Glen C. Armstrong, PLS, WRS
Nevada PLS 16451
President - US Geomatics, Inc.

I agree to the terms of this proposal, signed _____, on _____, 2022.

June 23, 2022

Mr. Shane Dixon
Virginia City Fire Department
145 North C Street
Virginia City, NV 89440

RE: PROPOSAL FOR A GEOTECHNICAL INVESTIGATION AND DESIGN REPORT

145 North C Street
Virginia City, NV 89440
UES PROPOSAL 4130.0622.00005

Dear Mr. Dixon:

As requested, Universal Engineering Sciences (UES) is pleased to present this proposal to provide a geotechnical investigation to support the design and construction of the proposed new fire station at 145 North C Street in Virginia City, Nevada. The purpose of our services will be to evaluate subsurface conditions at the site to provide geotechnical engineering criteria to aid in the design and development of the project. This letter describes our understanding of the project, scope of services, schedule, and fees.

PROJECT INFORMATION

Our project information is based on a meeting that occurred on June 13, 2022. As we understand, the project involves the construction of a new fire station located on North C Street, Virginia City, Storey County, Nevada. The existing building will be demolished to make room for a new two-story fire station. The new structure will either use masonry or steel construction and impose structural loads typical of similar structures.

As part of the project, a parcel adjacent to the site (north) will be used to construct a new access lane and parking. Pavements will be subjected to relatively heavy traffic loadings and will likely include flexible (asphalt concrete, AC) and rigid (Portland cement concrete, PCC) pavement sections. A potential fill source has been identified, and UES has been requested to verify its suitability for the intended development.

Along the western edge of the parcel, there is an existing (1H:1V) slope between "C" Street and "D" Street; based on our conversations, the preliminary plan is to build the new fire station as close as possible to the western property line (existing slope). The project site is located in Virginia City, Nevada, a historical district with a long history of earthwork and underground mining.

DUE DILIGENCE

To develop our proposal, we reviewed the available information. The project site is currently developed and home to Storey County Firestation 71 building and a parking lot. A review of historical aerial imagery (Google Earth Pro, 2021) indicates that the fire station was constructed sometime before June 1990.

In addition, a cursory review of the United States Geological Survey (USGS) Interactive Fault and Fold database indicates that an undifferentiated Quaternary (<1.6 million years) terminates approximately 1.9 miles north of the project site. Finally, UES reviewed the United States Department of Agriculture (USDA) web soil survey, suggesting that near-surface soils are gravelly clay loam that becomes bedrock approximately two feet below the surface.

SCOPE OF SERVICES

Based on our understanding of the project, UES proposes a scope of work that includes a review of relevant project literature, a field exploration consisting of geophysics and exploratory borings, laboratory testing of soil samples, and engineering analysis.

Literature Review

We will review pertinent project site information, including (but not limited to):

- Review of relevant geological, seismic, and soil literature
- Review of relevant building codes (e.g., International Building Code (IBC) 2018)
- Review of hazard assessment literature

Fieldwork – Geophysics

We will explore the subsurface conditions at the site by using a refraction microtremor (ReMi) survey to establish Site Classification as per the IBC (ASCE 7-10/16). The ReMi line will consist of one 289-foot ReMi line. The resulting shear wave velocity sounding will provide the seismic site class for structural design (based on the V_s100 , weighted-average shear wave profile of the top 100 feet), stiffness of the site soils, rippability, excavation potential, and other seismic hazards, as well as input for liquefaction analysis.

In addition, we will conduct two seismic refraction surveys. The seismic refraction surveys will provide primary wave velocities of the subsurface and provide a detailed picture of the soils and information regarding the rippability of the onsite soils. The seismic refraction survey will assist in determining the depth of bedrock and the relative density of the soil. The refraction surveys will be used to examine deeper geologic conditions and identify if there are subsurface anomalies (e.g., mining tunnels) below the proposed fire station that may impact the geotechnical design.

Fieldwork – Subsurface Exploration

UES proposes to explore the subsurface conditions at the site with exploratory borings; our proposed exploration plan is presented in Figure 1.

- Two (2) borings to a depths of twenty-five feet (25') below the existing site grade or practical refusal

The depth and location of the exploration may be adjusted in the field depending on the surface or subsurface conditions. In addition, representative bulk and grab samples (from the borings) will be obtained, as applicable, for possible laboratory testing. All borings, sampling, and laboratory testing will be conducted according to applicable ASTM or other locally recognized standards.

Before exploring the site, we will pre-mark the boring locations and submit a dig ticket for clearance to Underground Services Alert (USA).

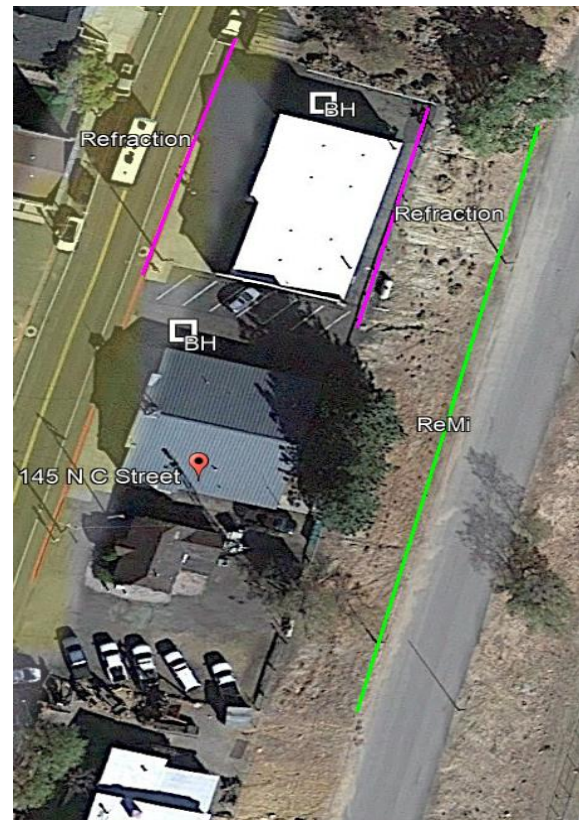


Figure 1: Preliminary exploration plan; White Box: Borings; Green Line: ReMi Survey; Purple Line: Refraction Surveys.

Qualification of Potential Fill

A UES will evaluate the potential fill source for the earthwork associated with the proposed development. A UES representative will collect at least one sample per 10,000 cubic yards or material change of the potential fill soil. The samples will be logged, sealed to preserve their moisture content, and returned to UES's Reno, Nevada, laboratory for possible testing. Test results will be evaluated for their geotechnical properties, and UES will provide recommendations regarding the sample's use for the intended project.

Laboratory Testing

Soil samples will be collected from the borings, and analysis will be conducted. All laboratory testing will be conducted to the applicable standards. Laboratory testing may include but is not limited to:

- Characterization testing (e.g., particle size distribution and Atterberg limits)
- Index testing (e.g., R-Value, expansion index)
- Performance testing (e.g., modified proctor, direct shear)

Slope Stability Evaluation

The proposed fire station is planned to be built near the crest of an existing approximately 25-foot 1H:1V slope. A UES Engineer will conduct two-dimensional slope stability analyses to

evaluate the geotechnical suitability of the proposed new fire station. Slope stability analysis will be conducted using geotechnical parameters derived from our investigation and include the structural loading of the proposed fire station. Development of the structural loads is outside our scope of service; therefore, UES requests that structural design professional(s) provide loading information once available.

Geotechnical Consulting

Based on our experience with similar projects in the area and the many unknowns (e.g., subsurface conditions, structural loads, foundation type), we believe there are several potential opportunities where additional geotechnical consulting will reduce overall project cost. Therefore, UES proposes to remain part of the project design and quality assurance/control team on an on-call/as-needed basis. UES will attend project-related meetings upon request and provide geotechnical consulting regarding foundation selection and design.

Geotechnical Report

After completion of the field exploration and laboratory testing programs, we will evaluate the results, develop geotechnical design recommendations, and prepare a geotechnical engineering report including the following information:

- A summary of known project information
- A brief discussion of our field exploration and laboratory testing programs
- A discussion of the existing surface conditions at the time of our field exploration program
- A discussion of the subsurface conditions encountered within the explored depths
- A geologic discussion
- Recommendations for foundation types, including allowable bearing capacity, passive pressure, coefficient of friction, and estimated settlements
- Liquefaction evaluation and analysis using ReMi data
- Recommendations for post-tensions (PT) slabs if expansive soils are encountered
- Earthwork/backfill requirements, including site preparations, fill placement, and suitability of existing soils for use as fill materials
- Drainage recommendation for slopes
- Pavement recommendations
- Subgrade preparation requirements for roadways and building pads
- Recommendations for the type of cement in concrete in contact with onsite soils
- A plan indicating the approximate locations of our explorations
- Logs of the explorations and results of laboratory tests
- Electronic report submission

COST OF SERVICES

We will subcontract for the exploratory borings and will provide an invoice for their services within ten days of completing the exploration. We **estimate a budget of \$5,400 for the proposed exploratory borings**. The actual cost of the exploration will be invoiced at our cost plus 15 percent.

We can provide our professional services (e.g., fieldwork, laboratory testing, engineering analysis, and report preparation) for a **not to exceed fee of \$15,000** due at the time of report completion. We request a **budget of \$20,400** to complete the services outlined in this proposal. A cost breakdown of our cost estimate is provided in the following table.

Activity	Cost
Budget for the Exploration Subcontractor	\$ 5,400
UES Professional Services	
UES Field Work (USA, geophysics surveys)	\$ 1,750
UES Field Work (borings)	\$ 1,750
Laboratory Testing Budget	\$ 2,000
Geophysics Analysis	\$ 1,000
Geotechnical Analysis and Report	\$ 3,000
Slope Stability Evaluation	\$ 2,500
Qualification of Potential Fill	\$ 2,000
Geotechnical Consulting*	\$ 1,000
Project Budget \$ 20,400	

* Consulting fee will be based on time and materials over the project, approximately eight hours

Our services under this proposal would be complete upon delivery of the report. If any additional services are required beyond the scope of services outlined in this proposal, they will be charged on a time and materials basis at our standard unit rates.

ASSUMPTIONS

We assume that authorizing the services allows us to be on the site. In addition, we assume that the site is accessible to a standard 4x4 pickup. If the site is not accessible, you will be notified, and a new scope of work and fee may be required.

We assume that Storey County Fire Department will provide traffic control of the fire trucks while we conduct the refraction survey across the front of the fire station. We will need at least two hours of uninterrupted time. Either by having the fire truck(s) be parked elsewhere or traffic barriers to protect the geophysics cable.

We assume:

- One day of fieldwork for site reconnaissance, geophysics, and marking for underground services alert (USA)
- One day of fieldwork for exploratory borings
- One visit to log and sample potential fill materials

We will attempt to minimize the number of times we visit the site to reduce project costs. All field activities will be scheduled a minimum of three working days prior.

SCHEDULE

We will proceed with our services as soon as possible after receiving authorization. Within three to four weeks after completing our field exploration, an electronic copy of our report will be

submitted in PDF format via email. In addition, a printed wet-stamped copy will be made available at your request, with 24-hour advanced notice. We can generally provide verbal opinions regarding preliminary findings and recommendations before the written report is completed if required.

CLOSURE

This proposal is valid for six months. If you do not accept this proposal or UES does not initiate services within that time, you must allow UES to review the proposed scope of services and fee to determine if modifications or a new proposal draft is/are necessary.

Soil samples obtained from the subsurface exploration will be stored at our office for 30 days from the completion of the geotechnical report. The samples may be retained longer at an additional cost to the client or obtained from this office upon request.

We appreciate the opportunity of submitting this proposal. Our terms and conditions are considered a part of this proposal and are attached for your review. To authorize us to proceed with the proposed services, please indicate by signing and returning one executed copy of this agreement. For expediency, if you wish, you may send us an email with written authorization to proceed, and we can begin our services immediately.

Respectfully Submitted,
Universal Engineering Sciences



Laura Varone
Staff Geotechnical Professional



Nelson Pearson, PE
Project Engineer

Attachments: Terms and Conditions

TERMS AND CONDITIONS

- 1. The Agreement.** The Agreement between the parties, which shall describe and govern Client's engagement of Consultant to provide services (Services) in connection with the project (Project) identified in the proposal (Proposal), consists of the proposal, these terms and conditions, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. This Agreement may only be amended or modified by mutual written agreement.
 - 2. Standard of Care.** The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions and in the same locality as the project. Data, interpretations and recommendations by Consultant will be based solely on information discovered by, or made available to, Consultant during the course of the engagement. In connection with such information, Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change over time. Consultant shall not be responsible for the use or interpretation of such information by non-parties to this Agreement. **CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
 - 3. Site Access and Conditions.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant shall not be responsible for the supervision or health and safety precautions for any parties, including Client, Client's contractors, subcontractors, or other parties present at the site. Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services. Client shall identify a designated representative authorized to act and make decisions on a timely basis on Client's behalf with respect to the project.
 - 4. Cooperation and Project Understanding.** To the extent requested by Consultant, Client will make available to Consultant all information in its possession regarding existing and proposed conditions at the site. Consultant is entitled to rely upon the accuracy and completeness of the information given by the Client. Such information shall include, but not be limited to, plot plans, topographic surveys, hydrographic data, and previous soil data, including borings, field and laboratory tests and written reports. Client shall immediately transmit to Consultant any new information concerning site condition which becomes available, and any change in plans or specifications concerning the project to the extent such information may affect Consultant's performance of the Services. Client agrees, upon 24 hours oral or written notice, to provide a representative at the job site to supervise and coordinate the Services. Consultant shall not be liable for any inaccurate or incorrect advice, judgment or decision which is based on any inaccurate information furnished by Client, and Client shall defend and indemnify Consultant against claims, demands, or liability arising out of, or contributed to, by such inaccurate information.
 - 5. Sample Disposal.** Unless other arrangements are made, Consultant will dispose of all soil and rock samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by Consultant. Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, Consultant shall properly contain, label, and store such materials onsite, and Client shall be responsible for its proper transportation and disposal. Client recognizes that the Consultant is working as a bailee and at no time assumes title to waste samples or any responsibility as generators of said waste or samples.
 - 6. Construction Monitoring.** If Consultant is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the proposal, then this Section 6 shall apply. If Consultant's engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, Consultant will report observations and professional opinions to Client. Consultant shall report to Client any observed work which, in Consultant's opinion, does not conform to plans and specifications. Consultant shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of Consultant, or Consultant's site representative, can be construed as modifying any agreement between Client and others. Consultant's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services and Consultant's performance of testing and observation services shall not relieve any party in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee.
- Neither the professional activities of Consultant, nor the presence of Consultant or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon Consultant any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor.
- 7. Ownership of Documents.** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Consultant in connection with this engagement, shall remain the property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and procedures. Client agrees that all reports, or other material furnished to Client or his agents for which Client has not paid will be returned upon demand and will not be used by Client or others for any purpose whatsoever. The Client agrees to waive any and all claims against the Consultant and to defend, indemnify and hold the Consultant harmless from and against any and all claims, losses, liabilities and damages arising out of or resulting from the unauthorized use, reuse or alteration of the Consultant's work product.

TERMS AND CONDITIONS

8. Project Changes. In the event Client, the Project owner, or other party makes any changes in the plans and specifications, or conditions of the Project, Client agrees to hold Consultant harmless from any liability arising out of such changes, and Client assumes full responsibility unless Client has given Consultant prior notice and has received Consultant written consent for such changes.

9. Termination. This Agreement may be terminated for no cause by either party seven (7) days upon written notice. In the event of termination, Consultant will be paid for services performed through the date of termination, plus reasonable termination expenses, including the cost of completing analyses, records and reports necessary to document job status at the time of termination.

10. Risk Allocation and Limitation of Liability. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND ALL OTHER PARTIES FOR ALL SERVICES (PAST, CURRENT AND FUTURE) IN RELATION TO THE PROJECT, IS LIMITED TO THE GREATER OF \$50,000 OR ITS FEE RECEIVED, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANTS SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANTS COMMERCIAL GENERAL LIABILITY POLICY. CLIENT AGREES TO INDEMNIFY AND DEFEND CONSULTANT FOR ALL LIABILITIES IN EXCESS OF THE MONETARY LIMITS ESTABLISHED ABOVE. CLIENT AGREES THAT IN NO INSTANCE SHALL CONSULTANT BE RESPONSIBLE, IN TOTAL OR IN PART, FOR THE ERRORS OR OMISSIONS OF ANY OTHER PROFESSIONAL, CONTRACTOR, SUBCONTRACTOR OR ANY OTHER PARTY.

CLIENT ALSO AGREES THAT CONSULTANT SHALL NOT BE RESPONSIBLE FOR THE MEANS, METHODS, PROCEDURES PERFORMANCE OR SAFETY OF THE CONSTRUCTION CONTRACTORS OR SUBCONTRACTORS, OR FOR THEIR ERRORS OR OMISSIONS.

11. Discovery of Unanticipated Hazardous Materials. Client warrants that it has made reasonable efforts to inform Consultant of known or suspected hazardous materials on or near the Project site. The parties acknowledge that hazardous materials may exist at a site where there is no reason to believe they are present. Consultant and Client agree that the discovery of such unanticipated hazardous materials constitutes a changed condition which shall require either a re-negotiation of the scope of Consultant's Services or termination of such Services or this Agreement. Client recognizes that the discovery of hazardous materials may necessitate immediate protective measures to safeguard the public health and safety and agrees to compensate Consultant for measures that in Consultant's professional opinion are justified to preserve and protect the health and safety of site personnel and the public. Client also agrees to compensate Consultant for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. Consultant agrees to notify Client as soon as practicable should Consultant encounter hazardous materials at the site that may pose a threat to human health, safety and the environment. Client agrees that in the event of the discovery of hazardous materials at the site it will report such discovery to the proper authorities as required by Federal, State, and local regulations. Client agrees to make the required report at the recommendation of Consultant, or, if unable to do so, authorizes Consultant to make such report. Client also agrees to inform the Project site owner in the event that hazardous materials are encountered at the site.

NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, CLIENT WAIVES ANY CLAIM AGAINST CONSULTANT, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, AGREES TO DEFEND, INDEMNIFY, AND SAVE CONSULTANT HARMLESS FROM ANY CLAIM, LIABILITY AND/OR DEFENSE COSTS FOR INJURY OR LOSS ARISING FROM THE PRESENCE OF HAZARDOUS MATERIALS ON THE PROJECT SITE, INCLUDING ANY COSTS CREATED BY DELAY OF THE PROJECT AND ANY COSTS ASSOCIATED WITH POSSIBLE REDUCTION OF THE PROPERTY'S VALUE. CLIENT IS RESPONSIBLE FOR ULTIMATE DISPOSAL OF ANY SAMPLES SECURED BY CONSULTANT WHICH ARE FOUND TO BE CONTAMINATED.

12. Aquifer Contamination. Client acknowledges that it is impossible for Consultant to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although Consultant will take reasonable precautions to avoid such an occurrence, Client waives any claim against, and agrees to defend, indemnify and save Consultant harmless from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate Consultant for any time spent and expenses incurred in defense of any such claim.

13. Insurance. Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the state having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance; (ii) commercial general liability insurance; (iii) automobile liability insurance policies; and (iv) professional liability insurance. Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage. No insurance, carried by Consultant, shall be deemed to limit in any way the responsibility of any contractor or subcontractor for damages resulting from their services in connection with the project. Client shall require any contractor working on the Project site to (1) obtain Commercial General Liability Insurance and name Client, Consultant, and Consultant's employees and subconsultants as additional insureds of that policy; and (2) indemnify and hold harmless Client, Consultant, and Consultant's employees and subconsultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorneys' fees and economic or consequential damages, arising in whole or in part out of any negligent act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them.

14. Indemnity. Client agrees to hold harmless, indemnify and defend Consultant, and its affiliates and subcontractors, and each of their employees, officers, directors and agents, against all claims, suits, fines and penalties, including attorney's fees and other costs of settlement and defense, where

TERMS AND CONDITIONS

such liabilities arise out of or are related to this Agreement or the Services, except to the extent that they are caused by Consultant's sole negligent or willful misconduct.

15. Non-Compete and Non-Solicitation. Client agrees and acknowledges that UES's employees maintain specialized knowledge and relationships that are valuable to UES's business operations and that UES is entitled to protect its business interests accordingly. As such, Client understands and agrees that it is strictly prohibited from using its unique position and access to UES employees, including the information provided by UES under this Agreement, to the detriment of UES.

Without limiting any other provisions herein, during the term of this Agreement and for a period of twelve (12) months after the termination of this Agreement (for any reason), Client shall not, either directly or indirectly, individually or as an employee, shareholder, agent, independent contractor, partner, officer or director of any entity: (i) solicit or seek to solicit, hire away, or otherwise interfere with the employment of any of UES's employees that worked on the project or any former employee of UES that worked on the project whose employment with UES terminated less than 180 days prior to said solicitation, hiring or interference; (ii) enter into, or attempt to enter into, any relationship with UES's employees that are assigned to or worked on the project; or (iii) dissuade or attempt to dissuade any of UES's employees from continuing their relationship with UES.

- a. Client acknowledges that: (i) the terms contained in this Section are necessary for the reasonable and proper protection of UES's business interests; (ii) each and every covenant and restriction contained in this Section is reasonable in respect of such matter; and (iii) UES has been induced to enter into this Agreement in part due to Client's representations that it shall abide by and be bound by each of the aforesaid covenants and restrictions.
- b. If any court or tribunal of competent jurisdiction determines that the duration or any other aspect of the provisions of this Section is unenforceable in accordance with its terms in a particular jurisdiction, the provisions of this Section, as the case may be, shall not terminate, but shall be deemed amended to the minimum extent necessary to render them valid and enforceable in such jurisdiction and such court or tribunal is hereby authorized and directed to amend this Section to the least extent necessary to make such Section valid and enforceable in said jurisdiction to the maximum extent permitted by law.
- c. It is acknowledged that the Client's failure to abide by the terms and conditions of this Section will cause UES to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by UES of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such breach, the Client agrees that liquidated damages may be assessed and recovered by UES against Client, without UES being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore, Client shall be liable to UES for payment of liquidated damages in the amount of Twenty-Five Thousand Dollars (\$25,000.00) for each violation of this Section. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Client shall pay them to UES without limiting UES's right to terminate this Agreement for default as provided elsewhere herein. Client further agrees that the foregoing damages would be an insufficient remedy for UES in the event it violates the provisions of this Section, and that UES shall be entitled to, among seeking the remedies set forth in this Section, seek injunctive relief (without the necessity of a bond).
- d. The terms of this Section shall survive the termination of this Agreement (for any reason).

16. Consequential Damages. Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.

17. Resolution of Disputes. Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days. After which all claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to non-binding mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and Consultant shall select a neutral mediator by mutual agreement. If a dispute cannot be settled through mediation as set forth above, then such dispute, involving amounts less than \$100,000, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree following termination of mediation. The date of termination of mediation shall be the date of written notice of closing mediation proceedings issued by the mediator to each of the parties. The award rendered, if any, by the arbitration shall be final and binding on both parties and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. For Disputes, involving amounts greater than \$100,000 that are unable to be resolved through non-binding mediation, the parties shall proceed with litigation in a court of competent jurisdiction.

Notwithstanding any other provisions of this Section, in no event shall a demand for mediation be made more than two (2) years from the date the party making demand knew or should have known of the dispute or five (5) years from the date of substantial completion of Consultant's Services, whichever date shall occur earlier. All mediation or arbitration shall take place in the principal State and County of the Project, unless Client and Consultant agree otherwise. The fees of the mediator or arbitrator(s) and the costs of transcription and other costs incurred by the mediator or arbitrator(s) shall be apportioned equally between the parties.

TERMS AND CONDITIONS

18. Assigns. Neither Client nor Consultant may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party. This Agreement shall inure only to the benefit of the parties hereto, and no third party shall have any rights hereunder. Each party binds itself, its partners, successors, executors, administrators and assigns.

19. Governing Law and Survival. The validity of this Agreement, these terms, their interpretation and performance shall be governed by the laws of the State in which the project is located. If any of the provisions contained in this agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities shall survive the termination of this agreement for any cause.

20. Billing and Payment. Client shall pay Consultant the lump sum amount indicated in the proposal, or, if no lump sum amount is indicated, in accordance with the schedule of fees or charges as shown in the proposal or fee schedule. Backup data on billing will not be available unless prior arrangements have been made. Prior to initiation of the Services, Client is required to remit any retainer specified in the proposal. Thereafter, Consultant will submit to Client invoices for the balance due. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and immediately pay that portion of the invoice not in dispute. In the absence of written notification described above, the balance as stated on the invoice shall be deemed accepted. Consultant's payment terms are net 30 days. If Client fails to pay Consultant within thirty (30) days after invoices are rendered, the Client agrees that Consultant shall have the right to consider such default in payment a material breach of the entire Agreement, and upon written notice, the duties, obligations and responsibilities of Consultant under this Agreement may be suspended or terminated. Consultant shall have no liability to Client for delay or damage resulting from such suspension or termination. In the event of such suspension or termination, Client shall pay an additional charge of one and one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. Consultant shall be entitled to recover for all staff time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount.

If Client or Consultant should become bankrupt or make an assignment for the benefit of creditors, Consultant, or trustee in bankruptcy, shall be paid the reasonable value of all work theretofore performed, and the obligation of all parties under the Agreement shall thereupon terminate. In determining reasonable value under this paragraph, the Agreement price shall be deemed reasonable.

21. Disclaimer: Any reports and other information supplied to Client pursuant to this Agreement has been prepared solely for the benefit of the project, as named in the proposal. Consultant consents to Client's release of any and all reports and/or information to third parties at its discretion. However, any use of or reliance upon this information by a party other than the Client shall be solely at the risk of such third party and Client, without legal recourse against Consultant or its respective employees, officers or directors, regardless of whether the action in which recovery of damages is sought is based upon contract, tort (including the sole, concurrent or other negligence and strict liability of Consultant), statute or otherwise. Any reports and/or other information shall not be used nor relied upon by a party which does not agree to be bound by the above statement.

Additionally, this information was gathered by Consultant subject to the budgetary, time and other constraints of the Client during a limited investigation of the site. All statements and conclusions contained in any report and/or other information supplied are necessarily limited to the particular portions of the site actually investigated by Consultant.

22. Services. Consultant provides its services on a professional fee basis. Should Consultant be required to provide services on a craft or prevailing wage basis, or should professional services taxes be applied to Consultant services that are not in force at the time of execution of this Agreement, renegotiation of fees or costs in an equitable manner will be required.

23. Corporate Protection. It is intended by the parties to this Agreement that the Consultant's services in connection with the project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a Nevada corporation, and not against any of the Consultant's employees, officers or directors

EXECUTED BY CLIENT'S AUTHORIZED REPRESENTATIVE: _____ (signature)

Printed Name: _____
Title: _____
Telephone: _____
E-Mail: _____
Date Accepted: _____
Client Business Name: _____
Client Business Address: _____

ACCOUNTS PAYABLE INFORMATION

A/P Contact Name: _____
A/P Contact Telephone: _____
*A/P Contact E-Mail: _____

*** A/P Contact E-Mail must be provided before UES can proceed with its proposed services**



Storey County Water and Sewer Board Agenda Action Report

Meeting date: 4/18/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10

Agenda Item Type: Discussion/Possible Action

- **Title:** Storey County Water and Sewer 2022-2023 Fiscal budget review for the 3rd quarter.
- **Recommended motion:** Discussion ONLY
- **Prepared by:** Jennifer McCain

Department: **Contact Number:** 7758471133

- **Staff Summary:** As of March 31, 2023, the Water and Sewer Revenues are at or better than the 75% collected budget for the fiscal year 2022-2023. The expenses in these funds are trending slightly better than 75% usage.
- **Supporting Materials:** See attached
- **Fiscal Impact:** no
- **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

Budget Report

Account Summary

For Fiscal: 2022-2023 Period Ending: 03/31/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 090 - WATER SYSTEM							
RevRptGroup: 34 - CHARGES FOR SERVICES							
090-34410-000	WATER CHARGES	540,000.00	540,000.00	38,433.48	398,245.53	-141,754.47	26.25 %
090-34411-000	CAPITAL CONTRIB-HOOKUPS	9,100.00	9,100.00	0.00	2,500.00	-6,600.00	72.53 %
090-34412-000	WATER LATE CHARGES	5,000.00	5,000.00	569.68	6,243.43	1,243.43	124.87 %
090-34413-000	WATER-ANNUAL PERMIT FEES	5,000.00	5,000.00	0.00	8,626.27	3,626.27	172.53 %
090-34414-000	CUSTOMER DEPOSITS	0.00	0.00	200.00	3,316.20	3,316.20	0.00 %
090-34417-000	WATER STUDY CAPITALIZATION	90,000.00	90,000.00	8,257.21	72,546.89	-17,453.11	19.39 %
RevRptGroup: 34 - CHARGES FOR SERVICES Total:		649,100.00	649,100.00	47,460.37	491,478.32	-157,621.68	24.28%
RevRptGroup: 36 - MISCELLANEOUS REVENUE							
090-36100-000	INTEREST EARNINGS	6,000.00	6,000.00	0.00	0.00	-6,000.00	100.00 %
090-36203-000	RENTS - COUNTY BUILDINGS	12,000.00	12,000.00	1,800.00	12,600.00	600.00	105.00 %
090-36500-000	MISC - OTHER	0.00	0.00	0.00	2,444.16	2,444.16	0.00 %
RevRptGroup: 36 - MISCELLANEOUS REVENUE Total:		18,000.00	18,000.00	1,800.00	15,044.16	-2,955.84	16.42%
Fund: 090 - WATER SYSTEM Total:		667,100.00	667,100.00	49,260.37	506,522.48	-160,577.52	24.07%
Fund: 130 - VIRGINIA/DIVIDE SEWER							
RevRptGroup: 34 - CHARGES FOR SERVICES							
130-34406-000	SEWER CHARGES	174,200.00	174,200.00	14,576.37	134,303.24	-39,896.76	22.90 %
130-34407-000	SEWER HOOKUPS	11,400.00	11,400.00	0.00	3,300.00	-8,100.00	71.05 %
130-34408-000	SEWER LATE CHARGES	500.00	500.00	569.64	6,258.93	5,758.93	1,251.79 %
130-34409-000	SEWER - USDA PAYBACK	260,000.00	260,000.00	21,947.42	194,329.16	-65,670.84	25.26 %
RevRptGroup: 34 - CHARGES FOR SERVICES Total:		446,100.00	446,100.00	37,093.43	338,191.33	-107,908.67	24.19%
RevRptGroup: 36 - MISCELLANEOUS REVENUE							
130-36100-000	INTEREST EARNINGS	3,200.00	3,200.00	0.00	0.00	-3,200.00	100.00 %
RevRptGroup: 36 - MISCELLANEOUS REVENUE Total:		3,200.00	3,200.00	0.00	0.00	-3,200.00	100.00%
RevRptGroup: 37 - INTERFUND TRANSFER							
130-37220-000	TRANSFER FROM INFRASTRUCTUR	830,000.00	830,000.00	830,000.00	830,000.00	0.00	0.00 %
RevRptGroup: 37 - INTERFUND TRANSFER Total:		830,000.00	830,000.00	830,000.00	830,000.00	0.00	0.00%
Fund: 130 - VIRGINIA/DIVIDE SEWER Total:		1,279,300.00	1,279,300.00	867,093.43	1,168,191.33	-111,108.67	8.69%
Report Total:		1,946,400.00	1,946,400.00	916,353.80	1,674,713.81	-271,686.19	13.96%



STOREY COUNTY

Budget Report Group Summary

For Fiscal: 2022-2023 Period Ending: 03/31/2023

ExpRptGroup1	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 090 - WATER SYSTEM						
510 - SALARY DIRECT EXPENSE	130,709.00	130,709.00	14,693.93	85,766.51	44,942.49	34.38%
520 - FRINGE BENEFITS	68,680.00	68,680.00	7,936.23	47,366.03	21,313.97	31.03%
530 - OPERATIONAL EXPENSES	253,300.00	253,300.00	19,619.05	168,479.25	84,820.75	33.49%
540 - GENERAL GOVERNMENT	107,000.00	107,000.00	12,881.09	74,343.34	32,656.66	30.52%
560 - MISCELLANEOUS	0.00	0.00	0.00	260.88	-260.88	0.00%
570 - OTHER FINANCING SOURCES	98,567.52	98,567.52	24,641.88	73,925.64	24,641.88	25.00%
640 - 640	0.00	0.00	-14,019.25	7,500.00	-7,500.00	0.00%
Department: 090 - WATER SYSTEM Total:	658,256.52	658,256.52	65,752.93	457,641.65	200,614.87	30.48%
Department: 130 - VIRGINIA/DIVIDE SEWER						
510 - SALARY DIRECT EXPENSE	123,016.00	123,016.00	15,923.26	90,481.67	32,534.33	26.45%
520 - FRINGE BENEFITS	78,024.00	78,024.00	8,643.65	49,873.62	28,150.38	36.08%
530 - OPERATIONAL EXPENSES	100,600.00	100,600.00	3,796.20	58,571.05	42,028.95	41.78%
540 - GENERAL GOVERNMENT	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%
570 - OTHER FINANCING SOURCES	259,058.16	259,058.16	64,767.04	194,301.12	64,757.04	25.00%
Department: 130 - VIRGINIA/DIVIDE SEWER Total:	565,698.16	565,698.16	93,130.15	393,227.46	172,470.70	30.49%
Report Total:	1,223,954.68	1,223,954.68	158,883.08	850,869.11	373,085.57	30.48%



Storey County Water and Sewer Board Agenda Action Report

Meeting date: 4/18/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10

Agenda Item Type: Discussion/Possible Action

- **Title:** Storey County Water & Sewer 2023-2024 budget update.
- **Recommended motion:** Discussion ONLY
- **Prepared by:** Jennifer McCain

Department: **Contact Number:** 7758471133

- **Staff Summary:** After the tentative budget is approved we expect some changes and modifications before the Final Budget hearing, on May 16, 2023 this year. We prefer to update the Board as of the current meeting, to help avoid any surprises during the budget hearings.
- **Supporting Materials:** See attached
- **Fiscal Impact:** yes
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head


Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

	<h2>Storey County Water and Sewer Board</h2> <h3>Agenda Action Report</h3>	
Meeting date: 4/18/2023 10:00 AM - BOCC Meeting	Estimate of Time Required: 10 min	
Agenda Item Type: Discussion/Possible Action		

- **Title:** Consideration and possible approval of retaining the Law Firm of Napoli Shkolnik PLLC to represent the Sewer and Water District (District) in recouping potential costs of mitigating the contamination of water supplies by per- and polyfluoroalkyl substances (PFAS) and other hazardous water contaminants that may be required under potential new regulations by the U.S. EPA, as applicable. The firm is a nationwide firm that specializes in a number of areas including environmental law issues. The retainer agreement provides that if there is no recovery there is no cost to the District. If there is a recovery, the firm will keep 25% of the gross recovery and recoup its costs. The remainder will go to the District.

- **Recommended motion:** I (commissioner), move to approve retaining the firm of Napoli Shkolnik to represent the sewer/water district in litigation concerning the remediation of PFAS contamination.

- **Prepared by:** Keith Loomis

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

- **Staff Summary:** See attached
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** TRUE
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modification
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<input type="checkbox"/> Denied	<input type="checkbox"/> Continued
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A MESSAGE FROM THE MANAGING PARTNER – HANK NAUGHTON

Re: PFAS Cost Recovery Project: CONFIDENTIAL ATTORNEY WORK PRODUCT

Hoping you are having a great year so far! I'm attaching some information about my firm's work on PFAS Cost Recovery for water and wastewater utilities that I hope you will find both informative and helpful.

After spending twenty-six years in the Massachusetts House representing northern Worcester County, I am proud to have joined Napoli Shkolnik PLLC (Napoli) as Managing Partner of both the Public Client Practice Group and our PFAS Cost Recovery Program. It's always great to speak to those involved in water operations, as my dad spent 40 years with the Clinton Water Department retiring as a working foreman.

As those of you are likely aware, PFAS is getting continued and deeper scrutiny throughout the country.

OUR EXPERIENCE AND LEADERSHIP

Napoli, with over 30 years of experience, has the capability to successfully advise and represent Your community. Our firm has demonstrated, through national leadership roles in numerous mass tort and class action cases, that we have both the financial resources and the legal, human, intellectual, and technological capital to successfully pursue and obtain substantial results to benefit its clients in this PFAS Cost Recovery Program. Notable examples of this expertise include leadership in the current AFFF litigation (Aqueous Film Forming Foam), as well as in Opioid and other related drug and device cases. Our firm is able and prepared, as necessary, to advance and invest millions of dollars in time and out-of-pocket expenses, with the firm's recovery contingent upon a successful outcome, in the pursuit of the Your community claims in PFAS contamination matters.

OUR TEAM

The legal team Napoli has committed to this litigation is comprised of five partners (including myself), eighteen associates, as well as paralegal and technology support staff. We maintain low rates of turnover, assuring consistency in our work.

Please let me provide you a few specifics about this firm I've been proud to join. Mr. Paul Napoli will be serving as our primary attorney in this litigation and is nationally renowned for his leadership in the area of environmental mass tort, complex liability cases, and representing municipalities, with more than 25 years of experience. Notably, and specifically important in this case, Paul has been appointed Co-Lead Counsel in the *In re: Aqueous Film-Forming Foams (AFFF) Products Liability Multi District Litigation* (MDL) 2873 by Judge Richard M. Gergel, the District Judge in the District of South Carolina overseeing the AFFF MDL. In short, Paul has been



and will be at the table for every significant decision, procedure and activity in this case. This will mean that our ability to represent the interests of Your community will be front and center.

Mr. Napoli and our team of attorneys tackling this litigation have significant experience in environmental litigation, and is organized to address PFOA contamination, environmental hazards, air pollution, pesticides, hazardous waste, oil spills, water contamination disease clusters, fracking and energy exploration and soil contamination.

INDUSTRY RECOGNITION

Napoli attorneys have been recognized by some of the most prestigious publications, including the “Top 100 Trial Lawyers” and “Top 10 Environmental Trial Lawyers” by National Trial Lawyers. We have also been included in the invitation-only Multi-Million Dollar Advocates Forum® for the numerous multi-million-dollar verdicts and settlements we have been able to secure on behalf of our clients.

Fortune Magazine has recognized Napoli as “America’s Premier Lawyers”, our attorneys are regularly named to Super Lawyers® lists across the country, and the firm was selected as one of the “Best Law Firms in New York” in 2021 by *U.S. News & World Report*. In all, our team is not just able to demonstrate consistency and stability in practice, but rather, exceeding this requirement by demonstrating a stellar track record that would be instrumental in representing Towns in this PFAS Cost Recovery Action and progress.

OUR RESULTS

Napoli Shkolnik PLCC has the capacity to successfully represent Your community in this cost recovery litigation. We are able and prepared, as necessary, to advance and invest considerable resources in time and out-of-pocket expenses necessary for proposed representation cost recovery program. In recent years our firm has successfully resolved and self-funded the following mass litigations:

1. \$816.45 million settlement for World Trade Center recovery workers;
2. \$1.2 billion settlement of pharmaceutical litigation;
3. \$52 million settlement of an MTBE environmental litigation;
4. \$28 million supplemental settlement for World Trade Center recovery workers; and
5. \$10 million+ awarded for asbestos victims.

In a sense, your community is ahead of the curve, having taken action to begin planning and remediating the impact of PFAS/PFOA. This forward-looking action by your administration will help to set you up for success.

OUR RESOURCES

Our firm has the significant resources required to handle the voluminous motion practice and discovery demands which will be required in this lawsuit. We are committed and prepared to fund this complex and expansive litigation leveraging our significant experience in litigating mass tort and class action matters which normally require the receipt, organization, and analysis of millions of documents. I ask that you take a moment to consider our success in the past as evidence of our ability to produce an outstanding result for Your community in this case.

I want to again thank you for taking the time to consider Napoli's proposal to represent Your community in this litigation. If I may make one final point, let it be this. If Your community chooses to retain this firm, you will have counsel who is available and accessible, both in person and virtually, always. Additionally, I feel my long experience in the Legislature and State and Federal government will allow me to stay attuned and continue to advise Your community in this quickly changing regulatory environment.

Additionally, Napoli maintains a full-time lobbying component in Washington, DC. We are tracking developments in the infrastructure legislation and other water and related legislation coming out of the House and Senate. Our goal is to keep our clients aware of other funding opportunities in addition to our cost recovery program. We truly feel ours is a full-service law firm.

Please feel free to call me at (978) 852-3643 with any questions and I truly hope we can speak again soon.

All the best,

Hank Naughton

Hank Naughton
Partner

REFERENCES

The below client list is included as documentation of the vast experience Napoli has in representing governmental entities and water and wastewater utilities. In the AFFF MDL, Napoli currently represents over one hundred counties, cities, private and public water district providers, other governmental entities and is Counsel to the National Rural Water Association, and organization with over 31,000 members.

A list of some of these entities with references is below:

Nassau County	Jared A. Kasschau, Esq.	Nassau County Attorney	(516) 571-3056	One West Street Mineola, NY 11501
Hicksville Water District	Nicholas Brigandi	Chairman of the Board	(516) 931-01844	4 Dean Street Hicksville, NY 11801
Town of Southampton	Jay Schneiderman	Supervisor	(631) 287-5740	116 Hampton Road Southampton, NY 11968
City of Dayton	John C. Musto	Chief Trial Counsel, Department of Law, Civil Division	(937) 333-4116	101 West 3 rd Street Dayton, OH 45401
City of Tucson	Mike Rankin		(520) 791-4221 mike.rankin@tucsonaz.gov	255 W Alameda Street Tucson, AZ 85701
Town of Marana	Frank Cassidy	City Attorney Town of Marana Legal Department	fcassidv@maranaaz.gov	11555 W Civic Center Dr Bldg A3 Marana, Arizona, 85653- 7006
Hampton Bays Water District	James Burke	Town Hall	(631) 287-3065 jburke@southamptontownny.gov	116 Hampton Road, Southampton, NY 11968
Southside Water Works and Sewer Board	Brandon Sewell	Maintenance Superintendent	(256) 442-8707	3001 AL-77 Southside, AL 35907
Weirton Water Board	Butch Mastrantoni		(304) 797-8591	200 Municipal Plaza Weirton, WV 26062

Other Environmental Clients past and present relevant to this project include the following:

Albertson Water District	Bethpage Water District	City of Glen Cove Water District Freon Contamination of Supply Wells (2010-2015)	Greenlawn Water District VOC contamination for supply wells (Present)	Manhasset-Lakeville Water District
Aqua NY of Sea Cliff	Carle Place Water District	Garden City Park Water District	Hampton Bays Water District	Oyster Bay Water District
Town of Huntington/Dix Hills Water District VOC contamination for supply wells (Present)	Town of Southampton	Village of Garden City	Village of Mineola	Tampa Bay Water District (Florida)
Pascoag Utility District (Rhode Island)	National Rural Water Association Sam Wade, CEO Emeritus	Hicksville Water District 1,4- Dioxane Contamination of Supply Well #4 VOC Contamination of Supply Well #5 (2013-2014) Perchloroethylene (PERC) Contamination of Supply Well 11-1 (2009- 2012)	Alligator Water and Sewer District (South Carolina) DBCP and EDB pesticide contamination of supply wells (2012-2015)	Methyl Tertiary Butyl Ether (MTBE) Contamination Clients (2001-2014)
Manhasset-Lakeville Water District	Plainview Water District	South Huntington Water District	Tampa Bay Water District (Florida)	City of Crystal River (Florida)
Oyster Bay Water District	South Farmingdale Water District	Town of East Hampton	Homosassa Water District (Florida)	Village of Westbury
Town of Riverhead Water District	Village of Hempstead	Village of West Hempstead Water District		



**NAPOLI
SHKOLNIK** PLLC
ATTORNEYS AT LAW

Leading the Fight Against Environmental Contamination

More than 1500 drinking water systems across the U.S. may be contaminated with PFOA and PFOS.

According to a May 2018 Environmental Working Group (EWG) Report.

What are PFAS?

Per- and Polyfluoroalkyl Substances (PFAS) are a group of man-made chemicals that are known as "Forever Chemicals" due to their persistence and stability in the environment. The most common chemicals in this group include Perfluorooctanoic acid (PFOA) and Perfluorooctane sulfonic acid (PFOS).

Potential Contamination Sources

- ◆ Landfills
- ◆ Firefighting Facilities
- ◆ Airports
- ◆ Bio Solid Disposal on Land
- ◆ Manufacturer



This chemical cannot be boiled out of the water.

In fact, boiling contaminated water only further concentrates the chemical.

Studies have Shown

PFOA and PFOS can cause "reproductive and developmental, liver and kidney, and immunological effects in laboratory animals... Both chemicals have caused tumors in animal studies."

PFAS include but are not limited to:

- ◆ Perfluorobutyric acid (PFBA)
- ◆ Perfluorohexanoic acid (PFHxA)
- ◆ Perfluoroheptanoic acid (PFHpA)
- ◆ Perfluorooctanoic acid (PFOA)
- ◆ Perfluorononanoic acid (PFNA)
- ◆ Perfluorodecanoic acid (PFDeA)
- ◆ Perfluoroundecanoic acid (PFUA)
- ◆ Perfluorobutane sulfonic acid (PFBS)
- ◆ Perfluorohexane sulfonic acid (PFHxS)
- ◆ Perfluorooctane sulfonic acid (PFOS)
- ◆ Perfluorododecanoic acid (PFDoA)
- ◆ Perfluorooctane sulfonamide (PFOSA)

“Every level of government—federal, Tribal, state, and local—needs to exercise increased and sustained leadership to accelerate progress to clean up PFAS contamination, prevent new contamination, and make game-changing breakthroughs in the scientific understanding of PFAS.”

EPA PFAS Strategic Roadmap

Exposure

People can be exposed to PFAS through food, drinking water, and/or biodegradation of consumer products. These contaminants are readily absorbed by the body and, once ingested, may persist in the body for long periods of time.

Where are PFAS found?

- ◆ Firefighting Foams
- ◆ Firefighter turnout gear
- ◆ Treated clothing that is stain resistant or waterproof
- ◆ Fast food or packaged food containers, such as french fry boxes, pizza boxes, hamburger wrappers, and microwave popcorn bags
- ◆ Makeup and personal care products, such as dental floss, pressed powders, nail polish, and shaving cream with ingredients that have ‘perfluoro’ in the name
- ◆ Floor care products
- ◆ Cleaning products

Banned Chemicals

Production or importation of PFOS-based firefighting foams has already been banned in the US, Canada, the EU, Australia, and Japan.

How much PFAS have you been exposed to?

Studies estimate 18–80 million people in the U.S. receive tap water containing at least 10 ng/L of PFOA and PFOS, and more than 200 million people receive water with concentrations of at least 1 ng/L.

David Q. Andrews, Olga V. Naidenko, Population-Wide Exposure to Per- and Polyfluoroalkyl Substances from Drinking Water in the United States, *Environmental Science & Technology Letters* 2020 7 (12), 931-936, DOI: 10.1021/acs.estlett.0c00713, <https://doi.org/10.1021/acs.estlett.0c00713>

MILITARY PERSONNEL HEALTH ALERT

Speak with our Veterans Advocacy Group

AFFF Products are used during fire protection, training and response activities. Due to these activities, AFFF was released into surrounding air, soil and groundwater. This caused PFAS exposure and contamination of base water supplies.

“Drinking water systems and public health officials should promptly provide consumers with information about the levels of PFOA and PFOS in their drinking water.”

Environmental Protection Agency

UCMR 5 to Require PFAS Testing

The fifth Unregulated Contaminant Monitoring Rule (UCMR 5) will require all public water supplies serving more than 10,000 people to be tested for 29 PFAS compounds. Systems serving 3,300 to 10,000 people, and 800 representative public water supplies serving fewer than 3,300 will test, subject to availability of appropriations and sufficient laboratory capacity. A few states have already notified systems serving 3,000-10,000 people that they will receive tests paid for by EPA funding.

UCMR is a key provision of the SDWA that helps identify unregulated contaminants present in our drinking water supply. Every five years, EPA publishes a new UCMR to address an updated set of priority unregulated drinking water contaminants. The National Defense Authorization Act for Fiscal Year 2020 (NDAA) (Public Law 116-92) amended SDWA to specify that the Administrator shall include each PFAS in UCMR 5 for which they have validated a drinking water testing method, and that is not subject to a national primary drinking water regulation. The five-year UCMR 5 period spans 2022–2026, with UCMR 5 sample collection beginning in 2023 and continuing through 2025.

Health Alert For Children

Children have greater exposure to PFAS than adults since they drink more water, eat more food, and breathe more air per pound of bodyweight. They can also be exposed to PFAS though crawling on carpets that contain PFAS or have been treated with stain-removing chemicals, or by putting PFAS-containing toys in their mouths.

Source: <https://www.epa.gov/pfas/our-current-understanding-human-health-and-environmental-risks-pfas#:~:text=Because%20children%20are%20still%20developing,increase%20their%20exposure%20to%20PFAS.>

Studies have also shown that PFAS exposure during pregnancy and childhood may be associated with decreased birth weight in newborns, reduced response to vaccinations, behavioral problems, impairments in cognitive function, reading skills and attention, bone growth and increased adiposity.

Source: https://www.niehs.nih.gov/research/supported/translational/peph/podcasts/2019/may16_pfas/index.cfm

Human exposure to these toxic substances, through use or contaminated drinking water, can lead to an increased risk for:

- Testicular cancer
- Liver cancer
- Bladder cancer
- Prostate cancer
- Serious thyroid problems
- Kidney cancer
- Pancreatic cancer
- Low birth weight
- Ulcerative colitis
- Preeclampsia

Unless a wastewater system is specifically designed to remove PFAS, it recirculates and distributes these harmful chemicals throughout the environment.

Studies show that Conventional Wastewater Treatment Plants (WWTPs) Do Not Effectively Remove Many Harmful PFAS

Although there has been a steep increase in PFAS research oriented towards drinking water and its effects on the environment, surface water and publicly owned treatment works (POTWs) have received little attention.

Not much is known about the quantities, types, or specific sources of discharged PFAS, yet PFAS continue to be manufactured and used. Furthermore, the EPA has not yet identified all facilities using PFAS, suggesting that there are potentially many more facilities using PFAS than previously thought.

The EPA has also verified that PFAS are present in wastewater from these facilities, which then enter surface water and POTWs. To address these issues, the EPA plans to revise existing guidelines and standards for discharges from facilities that manufacture and use PFAS.

Source: https://www.epa.gov/system/files/documents/2021-09/ow-prelim-elg-plan-15_508.pdf

PFAS are very stable compounds and, unless removed properly, can easily remain in soils or circulate through groundwater and waste water treatment plants for years.

Source: <https://pfas-1.itrcweb.org/2-6-pfas-releases-to-the-environment/>

More than half of sewage solids produced in the country are applied to agricultural lands as fertilizer, much of which contains PFAS. PFAS can then be taken by plants and eaten by animals, thereby entering our food sources.

Source: <https://pfas-1.itrcweb.org/2-6-pfas-releases-to-the-environment/>

The EPA has released their Strategic PFAS Roadmap, which includes Research, Restrict, Remediate

PFAS Strategic Roadmap: EPA's Commitment to Action 2021-2024

https://www.epa.gov/system/files/documents/2021-10/pfas-roadmap_final-508.pdf

Filtration Systems

According to a study conducted by the Water Research Foundation, Granular Activated Carbon (GAC) and Ion Exchange resin (IX) were most effective at removing long-chain PFCs, such as PFOA and PFOS.

Granular Activated Carbon (GAC)

Tests show successful removal of PFOA and PFOS, as well as PFBA, PFPA, PFFH, and PFDA, in groundwater via GAC filtration systems. GAC requires incineration of PFC waste to completely destroy PFOA/PFOS.

Ion Exchange Resin

Ion Exchange Resins (IX) have high adsorption capacities, long operation days, and high PFOS recovery percentages, suggesting that ion exchange resins are suitable materials for removal of PFOS in aqueous solutions, with removal of around 10-90% of PFOA and >90% of PFOS for ion exchange resin.

Many chemical manufacturers have shifted to producing smaller-chain PFAS which have fewer state regulations and awareness, significantly lower removal rates in water treatment systems, and greater mobility in soils.

The sheer number of unique PFAS (almost 5,000) means that to adequately control human exposure to PFAS, they must be regulated as a category rather than individual compounds.

EPA 3 YEAR PLAN

- ◆ Revised Health Advisory (June 2022)
- ◆ Establish a MCL under The Safe Drinking Water Act
- ◆ Declare PFOA/PFOS a Hazardous Substance

Long-term robust treatment & remediation costs should be shouldered by the manufacturers who caused this pervasive contamination.

In order to close the PFAS cycle, treatment systems must be installed at both drinking water and wastewater treatment facilities

What are water treatment options that are currently available?

- ◆ Current water and wastewater treatment options include granulated or powdered activated carbon (GAC/PAC), ion exchange resin, nanofiltration, ozone and photolysis (UV treatment).

Once PFAS is removed from the water, how is it disposed of?

- ◆ Each state will have their own permitted method of disposal but generally, once PFAS are removed, they are either sent to landfills or facilities where they are destroyed (typically via incineration).

How can PFAS be treated if there is soil contamination?

- ◆ PFAS can either be removed from soil via pump and treat methods (using above methods to remove PFAS such as activated carbon or ion exchange), in-situ treatment through oxidation, or excavation and disposal.
- ◆ Another method of treatment is immobilization of PFAS in the soil, where the PFAS are not actually removed from the soil. It is a less expensive option that is typically achieved by injecting and/or mixing activated carbon into the soil.

Is it a heavy metal?

- ◆ No, PFAS do not contain heavy metals. PFAS are synthetically-derived organic compounds containing many fluorine atoms, which make them very stable and persistent in our bodies and the environment.

Will secondary systems have to test too?

- ◆ The EPA has not indicated any such requirement.

THE ENVIRONMENTAL TEAM



Marie Napoli
Partner



Hunter J. Shkolnik
Partner



Paul J. Napoli
Partner



Andrew W. Kroner
Partner



Hank Naughton
Partner



Coral Odio-Rivera
Partner



Veronica Vazquez
Associate



Cristina Rodriguez
Associate



Marissa Font
Associate



Kiara Gonzalez
Associate



Steve Acquario
Of Counsel



Tom Jawin
Environmental Engineer



Sam Wade
Water Consultant

Our Principals

Marie Napoli

Ms. Napoli leads the firm's Environmental Litigation Department and oversees the numerous litigations that the firm handles across the country. Her passion for justice resulted in visiting Washington D.C. in order to push Congress to establish a Victim's Compensation Fund for families exposed to contaminated water. Her fight in the capitol continues as she works to ensure individuals have safe drinking water.

Hunter J. Shkolnik

Mr. Shkolnik has appeared on national networks such as NBC and Fox News to discuss the Water Crises occurring across the country. He is also a sought after speaker on water contamination, Co-Chairing and speaking at numerous litigation conferences focusing on Lead Poisoning. Mr. Shkolnik's legal achievements are industry and peer recognized by Super Lawyers®.

Co-Liaison Counsel in the Flint Water Crisis Litigation by U.S. District Judge Judith E. Levy.

Paul J. Napoli, Partner

Mr. Napoli has litigated extensively on behalf of municipal clients for contamination to land and water supplies resulting from petroleum and related chemical spills. He lead the team who obtained more than \$50 Million for environmental contamination of municipal water supplies by leaks of petroleum additive.

Co-Lead Counsel in *In Re: Aqueous Film-Forming Foams Products Liability Litigation* (MDL NO. 2:18-mn-2873-RMG).

Liaison Counsel in the Colorado PFOA/PFOX Toxic Tort Litigation.



Part 139 airports are forced to use and store PFAS-containing foams on premises.

Class B firefighting foams are used to extinguish fires involving flammable and combustible liquids, such as jet fuel.

Aqueous Film Forming Foam (AFFF) is a type of Class B foam that contains extremely high levels of PFAS and is currently the most common and widely used foam of this type. Although the FAA no longer legally requires the storage and use of AFFF at all part 139 airports, they have yet to approve a single non-PFAS containing Class B foam that could be used as a substitute.

Airports across the country are at risk of facing massive financial burdens from contaminated land and drinking water systems that will require remediation. A growing number of general aviation and Part 139 airports are filing lawsuits that seek damages and penalties from the manufacturers of firefighting foam, including The 3M Co., Tyco Fire Products L.P., National Foam, Inc., Buckeye Fire Protection, Chemguard, E.I. Du Pont De Nemours and Company and The Chemours Company.

Through no fault of their own, many airports are finding out that the prior use of foam has contaminated their property and surrounding areas, requiring cleanup.

All AFFF contains PFAS. The only Class B foams that do not contain PFAS are specifically labeled as Fluorine-Free Foams (FFF, or F3). Many AFFF may advertise as “PFOA- and PFOS- free”, however they will contain other types of PFAS whose safety is not guaranteed.

“Our firm has a continuing drive to provide the highest level of service to maximize our clients’ potential recovery.”

Paul J. Napoli, Partner

Settlements

\$17.5 Million Settlement

This putative class action was obtained on behalf of individuals in the Town of Peshtigo, WI against chemical manufacturers for PFAS (AFFF) water contamination.

\$60 Million Settlement

Achieved in connection with the MTBE contamination of Municipal Water Supplies in Long Island, New York.

\$11 Million Settlement

For a water district serving over 48,000 residents in an action against several industrial entities for contamination.

\$3.6 Million Settlement

Achieved for a Floridian town whose groundwater was contaminated from a chemical manufacturing plant and industrial properties.

\$7 Million Settlement

Obtained in connection with the MTBE contamination of Municipal Water Supplies in Rhode Island.

Recent Publications

[PFAS: A New Frontier for Waste Management and Landfill Leachate](#)

New York State Association for Solid Waste Management (NYSASWM). Summer 2019

[Litigation Combats Hazards of Aqueous Film-Forming Foam Products](#)

American Water Works Association (AWWA)
Opflow Magazine, August 2019

[PFAS and Their Implications to Landfills](#)

NYSASWM Newsletter: Talk of the Towns & Topics, March 2019

[Statute of Limitations in Toxic Tort Cases: CPLR 214-f and Beyond](#)

by **Paul J. Napoli** and Michelle Greene
New York Law Journal, January 2019

“People, families, and communities are affected by contaminated water. Our firm works towards justice and rebuilding lives and neighborhoods.”

Marie Napoli, Partner

Recent Litigation

\$1.1 Billion Opioid Settlement

This settlement was reached with the three largest drug distributors in the New York Opioid Jury Trial, where the firm represents Nassau County.

Paul J. Napoli is Co-Lead Counsel in the New York Opioid Cost Recovery Litigation

Firefighter Lawsuit

The firm has filed a class action lawsuit, on behalf of firefighters exposed to PFAS in firefighting foam from training and response activities, to recover damages and to possibly establish a medical monitoring program.

National Opioid Trial

Representing Lake and Trumbull counties (OH) in this federal bellwether trial, the firm led the trial team that secured a verdict against the national pharmacy chain defendants.

Hunter J. Shkolnik is a member of the Plaintiffs' Executive Committee *In re: National Prescription Opiate Litigation, MDL 2804*

\$626.5 Million Flint Settlement

The Court granted final approval for the partial settlement with a number of defendants in the Flint Water Litigation.

\$50 Million Opioid Settlement

Endo Pharmaceutical was accused of the role it played in the opioid epidemic and reached this settlement to exit the New York Opioid Jury Trial.

REPRESENTING YOU NATIONWIDE

- ◆ New York
- ◆ California
- ◆ Delaware
- ◆ Florida
- ◆ Illinois
- ◆ Kansas
- ◆ Maryland
- ◆ Massachusetts
- ◆ Michigan
- ◆ New Jersey
- ◆ Ohio
- ◆ Texas
- ◆ Washington DC
- ◆ Puerto Rico



Contact Us for a Free Evaluation

If you have or had to pay for treatment and remediation and your [rate payers](#) are suffering from adverse health effects related to water contamination, you can speak with our attorneys today to learn more about your legal rights.

Things to Know

- ◆ There is no cost to the water district.
- ◆ There are no fees until we are successful.
- ◆ The polluters pay for the remediation, not the rate payers.

REVISED EPA HEALTH ADVISORY

"The updated advisory levels, which are based on new science and consider lifetime exposure, indicate that some negative health effects may occur with concentrations of PFOA or PFOS in water that are near zero and below EPA's ability to detect at this time." – EPA News Release

This new Health Advisory dramatically lowers the advisory level from a combined 70 parts per trillion to 4 parts per quadrillion (.004 parts per trillion) for PFOA and 20 parts per quadrillion (.02 ppt) for PFOS. It also establishes a 10 ppt level for GenX compounds.

PFAS affects all our natural
resources, daily interactions,
health and ecosystems.

This image shows a full page of blank, white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page, typical of notebook or legal stationery. There are no margins, text, or other markings present.



Mission Statement

Our mission is to help our clients, whether they be families, governments, or companies, cope with their losses and their legal needs.

We strive to achieve the best possible outcome for our clients and provide an unparalleled level of service.

We accomplish this by fostering a confident client focused work environment with motivated employees where cooperation thrives and innovation is rewarded.



Polluters need to be held accountable for the contamination their products caused as well as the necessary treatment & remediation; tax payers & rate payers should not bear these costs.

CONTACT US



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Attorney advertising. Prior results do not guarantee similar outcomes.



RETAINER AGREEMENT

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE STATE OF NEVADA GENERAL ARBITRATION STATUTE

Storey County Water District retains the Law Firm of Napoli Shkolnik PLLC, as our attorneys to prosecute any legal claim for negligence (or other viable causes of action) against any and all parties individuals and/or corporations that are found to be liable under the law for injuries and/or property damages suffered by us and/or our members arising out of the contamination of water supplies by per- and polyfluoroalkyl substances (PFAS) and other hazardous water contaminants. We specifically agree as follows:

1. FEE PERCENTAGE: Client and Law Firm agree that the Law Firm shall be paid Twenty-Five Percent (25%) of the sum recovered, whether by suit, settlement or otherwise. *Client will not be liable to pay the Law Firm any legal fee if there is not any form of recovery.*

2. DISBURSEMENTS: In the event there is no recovery, the Client shall not be obligated to pay the Law Firm a legal fee or disbursements for services rendered. Disbursements may include some of the following expenses: court filing fees, sheriff fees, medical and hospital report/record fees, doctor's report, court stenographer fees, deposition costs, expert fees for expert depositions and court appearances, trial exhibits, computer on-line search fees, express mail, postage, photocopy charges, document management charges, long distance telephone charges among other charges. Document management charges are the fees charged by the law firm for processing documents during litigation, such as medical records, documents produced by defendant(s) and/or other parties, etc. Processing of the documents may include but is not limited to the following: (1) scanning; (2) conversion of native files to PDF documents; (3) OCR (optical code recognition); and/or (4) indexing. At the time of settlement and distribution of proceeds, these expenses shall be deducted from the Client's share after computation of the Attorney's Fee.

3. COMPUTATION OF FEES. The contingency fee shall be computed on the gross recovery, resulting in a net settlement (or judgment), from which all appropriate disbursements in connection with the institution and prosecution of this claim is deducted, as set forth in paragraph 2 above. Examples of how a contingency fee is computed are as follows:

Gross settlement	\$100.00
25% Attorney's Fee	\$ <u>25.00</u>
Net settlement	\$ 75.00
Disbursements	-<u>\$ 10.00</u>
Net to Client	\$ 65.00

4. **WITHDRAWAL:** The Law Firm expressly reserves the right to withdraw its representation at any time upon reasonable notification to the client. In the event that the client advises the Law Firm to discontinue the handling of this claim, or if the client fails to cooperate with the Law Firm in the handling of this claim, client agrees to compensate the Law Firm a reasonable amount for its services, and for the time spent on this claim on an hourly basis or under such other arrangement that may be agreed upon by the parties. The client understands that the Law Firm have conditionally accepted this case based upon independent confirmation of all facts and injuries claimed to have been sustained by Client. In the event that the client desires to transfer the file from this office, the client shall be responsible to compensate the Law Firm for the reasonable value of their services. Such transfer shall not include documents or attorney work product regarding the general liability of the defendants.

5. **APPEALS:** The above contingency fee does not contemplate any appeal. The Law Firm are under no duty to perfect or prosecute such appeal until a satisfactory fee arrangement is made in writing regarding costs and counsel fees.

6. **STATUTE OF LIMITATIONS:** We understand that any lawsuit must be commenced within a certain limited time period, (that may vary, depending upon the defendant) starting from the "discovery of the injury" or of "the date when through the exercise of reasonable diligence such injury should have been discovered... whichever is earlier". We further understand that the Statute of Limitations period for any case must be investigated, and that this Agreement is made subject to that investigation as well as an investigation of the entire case.

7. **FINANCING OF CASE:** If the firm borrows money from any lending institution to finance the cost of the client's case, the amounts advanced by this firm to pay the cost of prosecuting or defending a claim or action or otherwise protecting or promoting the client's interest will bear interest at the highest lawful rate allowed by applicable law. In no event will the interest be greater than the amount paid by the firm to the lending institution.

8. **RESULTS NOT GUARANTEED:** No attorney can accurately predict the outcome of any legal matter, accordingly, no representations are made, either expressly

or impliedly, as to the final outcome of this matter. We further understand that we must immediately report any changes in address and telephone number to the Law Firm.

9. APPROVAL NECESSARY FOR SETTLEMENT: Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation, including settlement and/or reducing to possession any and all monies or other things of value due to the Client under the claim as fully as the Client could do so in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all negotiations concerning the subject of this Agreement.

10. ASSOCIATION OF OTHER ATTORNEYS: The Law Firm may, at its own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that Law Firm employs numerous attorneys that may work on Client's case.

11. ASSOCIATE COUNSEL: The Law Firm may participate in the division of fees in this case and assume joint responsibility for the representation of the client either in the event that the Attorney retains associate counsel or that the client later chooses new counsel, provided that the total fee to the client does not increase as a result of the division of fees and that the attorneys involved have agreed to the division of fees and assumption of joint responsibility. The Client will be advised of such joint responsibility and full disclosure will be made to Client regarding the division of fees so that the consent of the Client can be obtained.

12. APPLICABLE LAW TO APPLY: This Agreement shall be considered construed under and in accordance with the laws of the State of Nevada or applicable law and the rights, duties and obligations of Client and of Attorneys regarding Attorney's representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Nevada or applicable law.

13. ARBITRATION: Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by the Law Firm to Client or (4) the relationship between the Law Firm and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Any such arbitration proceeding shall be conducted in any court having jurisdiction in Nevada. This arbitration provision shall be enforceable in either federal or state court in Nevada pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in



such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any court in Nevada having jurisdiction.

14. PARTIES BOUND: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors, and assigns. Client or the Law Firm can execute this document electronically, by indicating "I agree" (or similar language) via electronic mail after receiving the Agreement via electronic mail. By indicating "I agree" (or similar language) Client will be bound by the terms of the Agreement and is executing the document electronically via Client's electronic signature, indicated as "/s/" in the signature field and elects the Law Firm advance disbursements.

15. LEGAL CONSTRUCTION: In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

16. PRIOR AGREEMENTS SUPERSEDED: This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

We certify and acknowledge that we have had the opportunity to read this Agreement and have answered any questions pertaining thereto. We further state that we have voluntarily entered into this Agreement fully aware of the terms and conditions.

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE NEVADA GENERAL ARBITRATION STATUTE

SIGNED AND ACCEPTED ON THIS _____ day of _____, 20____

Client Signature

Printed Client Name

Title

Email Address

Address: _____



Napoli Shkolnik PLLC

Hank Naughton

Partner

Title

Post Office Box 128, Clinton, MA 01510

360 Lexington Avenue, 11th Floor, New York, New York 10017

Address



Storey County Board of Highway Commissioners Agenda Action Report

Meeting date: 4/18/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible acceptance of lowest best bid from Sierra Nevada Construction (SNC) for the Electric Avenue rehabilitation in an amount not to exceed \$4,212,967.70. A portion of the project will be paid for by Tesla per the negotiated 2021 Government Services Agreement.
- **Recommended motion:** I (commissioner), move to accept the bid from Sierra Nevada Construction for the Electric Avenue rehabilitation in an amount not to exceed \$4,212,967.70.
- **Prepared by:** Jason Wierzbicki

Department: **Contact Number:** 775-847-0958

- **Staff Summary:** See attached
- **Supporting Materials:** See attached
- **Fiscal Impact:** \$4,212,967.70
- **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



April 11, 2023

Austin Osborne, PHR, SHRM-CP
Storey County Manager
Box 176
Virginia City, NV 89440

Re: Bid Acceptance of Storey County Electric Avenue Rehabilitation Project

Dear Mr. Osborne:

On March 28, 2023 DOWL held a bid opening for the Storey County Electric Avenue Rehabilitation Project on behalf of Storey County. Two bids were received: one from Sierra Nevada Construction and one from Granite Construction. Bid information was compiled and Sierra Nevada Construction, Inc. is the apparent low bidder with a bid price of \$4,212,967.70.

DOWL has evaluated the Sierra Nevada Construction, Inc. Bid and finds that it complies with the prescribed requirements of the Bid Form, and therefore is considered "responsive". We have also performed a due diligence check on the company by checking provided references, Nevada State Contractor's Board, Secretary of State, and the Labor Commissioner. The references were all positive; the consensus is that Sierra Nevada Construction, Inc. is qualified to perform and complete the work associated with this project. A search with the Contractor's Board shows no disciplinary action against them and they are within their licensed limits. A search of the Secretary of State shows that they are in good standing. Lastly, a search of the Labor Commissioner shows no actions, pending or filed, against them.

Sierra Nevada Construction, Inc. has over 20 years of experience in the construction industry and has performed similar projects in the past. Based on a review of their bid and background check, DOWL finds Sierra Nevada Construction, Inc. as being a "responsible" Bidder and we recommend awarding them the Construction Contract.

I have attached the bid tab for your reference.

If you have any questions or require additional information regarding this letter, please feel free to contact me.

Sincerely,


A handwritten signature in blue ink, appearing to read "Keith Karpstein", is written over a faint, light blue horizontal line.

Keith Karpstein, P.E.
Senior Engineer

Attached: Bid Tab

Bid Opening Location: Plans/Bids
Date: Tuesday, March 28, 2023
Time: 2:00 PM
Owner: Stoney County
Engineer: DOWZ

Ref Line	Description	ENVELOPE'S UPPER/LR /#			Slaves' Normal Contribution	Genetic Contribution	Average	RELUENT PRICE	MEDIAN
		Quantity	Unit Price	Total					
1	1. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
2	2. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
3	3. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
4	4. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
5	5. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
6	6. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
7	7. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
8	8. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
9	9. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
10	10. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
11	11. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
12	12. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
13	13. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
14	14. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
15	15. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
16	16. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
17	17. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
18	18. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
19	19. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
20	20. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
21	21. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
22	22. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
23	23. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
24	24. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
25	25. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
26	26. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
27	27. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
28	28. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
29	29. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
30	30. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
31	31. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
32	32. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
33	33. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
34	34. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
35	35. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
36	36. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
37	37. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
38	38. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
39	39. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
40	40. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
41	41. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
42	42. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
43	43. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
44	44. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
45	45. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
46	46. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
47	47. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
48	48. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
49	49. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
50	50. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
51	51. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
52	52. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
53	53. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
54	54. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
55	55. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
56	56. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
57	57. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
58	58. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
59	59. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
60	60. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
61	61. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
62	62. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
63	63. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
64	64. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
65	65. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
66	66. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
67	67. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
68	68. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
69	69. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
70	70. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
71	71. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
72	72. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
73	73. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
74	74. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
75	75. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
76	76. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
77	77. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
78	78. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
79	79. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
80	80. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
81	81. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
82	82. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
83	83. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
84	84. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
85	85. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
86	86. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
87	87. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
88	88. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
89	89. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
90	90. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
91	91. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
92	92. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
93	93. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
94	94. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
95	95. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
96	96. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
97	97. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
98	98. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
99	99. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
100	100. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
101	101. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
102	102. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
103	103. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
104	104. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
105	105. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
106	106. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
107	107. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
108	108. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
109	109. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
110	110. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
111	111. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
112	112. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
113	113. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
114	114. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
115	115. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
116	116. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
117	117. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
118	118. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
119	119. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	
120	120. Transitory Erosion Control	1	EA	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	

	<h1>Board of Storey County Commissioners</h1> <h2>Agenda Action Report</h2>	
Meeting date: 4/18/2023 10:00 AM - BOCC Meeting	Estimate of Time Required: 10 min	
Agenda Item Type: Discussion/Possible Action		

- **Title:** Consideration and possible approval of the potential expenditure of approximately \$200,000, an amount not to exceed \$205,000, for a permanent generator for the Lockwood Senior Center project.
- **Recommended motion:** I (commissioner), move to approve potential expenditure of approximately \$200,000, an amount not to exceed \$205,000, for a permanent generator for the Lockwood Senior Center project.
- **Prepared by:** Honey Menefee

Department: **Contact Number:** 7758470986

- **Staff Summary:** The new Lockwood Senior Center will provide for senior lunches and Hillside Elementary School lunches to be prepared on site. The facility will also include a large communal activity space, health nurse office, Canyon GID office, conference room, warming kitchen for community use, and food pantry. In the event of power outage, the Senior Center will be available as a warming center. This is vital to our residents who may rely on electronic medical equipment and for food preservation for the senior and school lunches and food pantry. Lumos & Associates provided information to compare a portable generator and a permanent generator. It is the consensus of county staff that a permanent generator is the best option. The lead time for generators is about 72 weeks. At this time, we do not have a solid estimate. Lumos stated that they were being conservative with this estimate as costs are challenging to pin down. County Staff has stated that a permanent generator is the best option for this facility.
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

Honey Menefee

From: Tim Russell, P.E., WRS <trussell@LumosInc.com>
Sent: Monday, April 3, 2023 12:54 PM
To: Honey Menefee; arlee@paulcavindesign.com
Cc: Jennifer McCain; Stacy York; Toni Hillyard
Subject: RE: LW Sr Center Generator

Honey/Stacy.

Some general thoughts on comparing a portable generator to a permanent one are below. We tried to be conservative on costs since those are still a bit challenging to pin down. Let us know if you have any questions.

Permanent Generator:

Cost: Estimated at \$150K-\$200K

Purpose: 24 hrs of power with belly tank - for egress lighting and kitchen equipment

Lead Time: 1 year +/-

Pros: Longer run time, automatic, and in place

Cons: up front Cost, not mobile

Notes: could get a larger day tank for longer runs (not included in cost), includes tank slab, and misc. items

Mobile Generator/Trailer:

Cost: Estimated at \$100K-\$125K

Purpose: power for egress lighting and kitchen equipment (run time is estimated to be lower as the portable generator will be smaller fuel tank)

Lead Time: 1 year +/-

Pros: portable, slightly less cost upfront

Cons: not automatic, not on site, shorter run time (fueling/maintenance/etc.), higher long term cost vs permanent options

Thanks,
Tim



Tim Russell, P.E., WRS
Engineering Director
Engineering Division
308 N. Curry Street, Suite 200
Carson City, NV 89703
775.883.7077
trussell@LumosInc.com



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From: Honey Menefee <hmenefee@storeycounty.org>
Sent: Friday, March 31, 2023 9:05 AM
To: Tim Russell, P.E., WRS <trussell@LumosInc.com>; arlee@paulcavindesign.com
Cc: Jennifer McCain <jmccain@storeycounty.org>; Stacy York <syork@storeycounty.org>; Toni Hillyard <toni@storeycountyseniorcenter.org>
Subject: LW Sr Center Generator

Good morning, Tim and Arlee,



Board of Storey County Commissioners

Agenda Action Report

Meeting date: 4/18/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval to authorize the county manager to execute a license agreement between Storey County and Renegade Towers, LLC to permit the construction of a commercial communications tower on county property at 8665 USA Parkway, McCarran, Nevada for a monthly license fee not to exceed \$1,900.00 with a three percent annual increase, and other properly related matters.
- **Recommended motion:** I, [commissioner], move to authorize the county manager to execute a license agreement between Storey County and Renegade Towers, LLC to permit the construction of a commercial communications tower on county property at 8665 USA Parkway, McCarran Nevada.
- **Prepared by:** Mike Northan

Department: **Contact Number:** 7753356991

- **Staff Summary:** This item provides for a commercial communications cellular tower to be built at 8665 USA Parkway to serve the TRI area.
- **Supporting Materials:** See attached
- **Fiscal Impact:** + \$1,900 per month
- **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

Market: Northern California
Cell Site Number: CVL06075
Cell Site Name: Gold Hill
Search Ring Name: Gold Hill (NV)
Fixed Asset Number: 10151421

OPTION AND LICENSE AGREEMENT

THIS OPTION AND LICENSE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by Storey County, a Nevada governmental entity, having a mailing address of P. O. Box 176, Virginia City, NV 89440 ("**Licensor**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 ("**Licensee**").

BACKGROUND

Licensor owns that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at 160 E. Toll Road, Virginia City, in the County of Storey, State of Nevada [APN: 002-023-11] (collectively, the "**Property**"). Licensor desires to grant to Licensee the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LICENSE.

(a) Licensor grants to Licensee an exclusive option (the "**Option**") to license (which license shall be irrevocable for the Term hereof except following a termination of the Agreement in accordance with the express terms and conditions set forth herein) a certain portion of the Property containing approximately one thousand two hundred twenty-five (1,225) square feet including the air space above such ground space, as described on attached **Exhibit 1**, (the "**Premises**"), for the placement of a wireless Communication Facility (as defined in Section 2 below) in accordance with the terms of this Agreement.

(b) During the Option Term, and during the Term, Licensee and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Licensee's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Licensee, are necessary in Licensee's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Licensor's title to the Property and the feasibility or suitability of the Property for Licensee's Permitted Use, all at Licensee's expense. Licensee will not be liable to Licensor or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Licensee's inspection. Licensee will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Licensee's control excepted.

(c) In consideration of Licensor granting Licensee the Option, Licensee agrees to pay Licensor the sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) within thirty (30) business days after the Effective Date. The Option may be exercised during an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") which term may be renewed by Licensee for an additional one (1) year (the "**Renewal Option Term**") upon written notification to Licensor and the payment of an additional Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "**Option Term.**"

(d) The Option may be sold, assigned or transferred at any time by Licensee to an Affiliate (as that term is hereinafter defined) of Licensee. Otherwise, the Option may not be sold, assigned or transferred without the written consent of Licensor, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date that the Option has been sold, assigned or transferred by Licensee to an Affiliate or a third party agreeing to be subject to the terms hereof, Licensee shall immediately be released from any and all liability under this Agreement, including the payment of any License Fee or other sums due, without any further action.

(e) During the Option Term, Licensee may exercise the Option by notifying Licensor in writing. If Licensee exercises the Option, then Licensor grants a license (which license shall be irrevocable for the Term hereof except following a termination of the Agreement in accordance with the express terms and conditions set forth herein) to Licensee for the use of the Premises subject to the terms and conditions of this Agreement. If Licensee does not exercise the Option during the Initial Option Term or any extension thereof, then this Agreement will terminate, and the parties will have no further liability to each other.

(f) If during the Option Term, or during the Term if the Option is exercised, Licensor decides to subdivide, sell, or change the status of the zoning of the Premises, the Property or any of Licensor's contiguous, adjoining or surrounding property (the "**Surrounding Property**"), or in the event of a threatened foreclosure on any of the foregoing, Licensor shall immediately notify Licensee in writing. Licensor agrees that during the Option Term, or during the Term if the Option is exercised, Licensor shall not initiate or consent to any change in the zoning of the Premises, the Property or the Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Licensee from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

(g) For the avoidance of doubt, nothing contained in this Agreement does, or is intended to, either expressly or by implication, grant to Licensee a leasehold interest or any other real property interest in or to the Property.

2. **PERMITTED USE.** Licensee may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure ("**Structure**"), associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Licensee further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Licensee or Licensor (collectively, the "**Permitted Use**"). Licensor and Licensee agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Licensee's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Licensor's execution of this Agreement will signify Licensor's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Licensor grants Licensee, its sublicensees, licensees and sublicensees, the right to use such portions of the Surrounding Property as may reasonably be

required during construction and installation of the Communication Facility. Licensee has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Licensee's Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Licensee's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Licensee's expense. Licensee has the right to modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term. Licensee will be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations. The Communication Facility must also conform to the conditions and restrictions of any applicable special use permit. In the event Licensee desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Licensor agrees to license to Licensee the Additional Premises, upon the same terms and conditions set forth herein, except that the License Fee shall increase, in conjunction with the license of the Additional Premises by the amount equivalent to the then-current per square foot License Fee rate charged by Licensor to Licensee times the square footage of the Additional Premises. Licensor agrees to take such actions and enter into and deliver to Licensee such documents as Licensee reasonably requests in order to effect and memorialize the license of the Additional Premises to Licensee.

3. TERM.

(a) The initial license term will be five (5) years (the "**Initial Term**"), commencing on the effective date of written notification by Licensee to Licensor of Licensee's exercise of the Option (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each additional five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions set forth herein unless Licensee notifies Licensor in writing of Licensee's intention not to renew this Agreement at least ninety (90) days prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) Unless (i) Licensor or Licensee notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly License Fee during such Annual Terms shall be equal to the License Fee paid for the last month of the final Extension Term. If Licensee remains in possession of the Premises after the termination of this Agreement, then Licensee will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the "**Term.**"

4. LICENSE FEE.

(a) Commencing on the first day of the month following the date that Licensee commences construction (the "**License Fee Commencement Date**"), Licensee will pay Licenser on or before the fifth (5th) day of each calendar month in advance, One Thousand Nine Hundred and No/100 Dollars (\$1,900.00) (the "**License Fee**"), at the address set forth above. In any partial month occurring after the License Fee Commencement Date, the License Fee will be prorated. The initial License Fee payment will be forwarded by Licensee to Licenser within forty-five (45) days after the License Fee Commencement Date.

(b) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the monthly License Fee will increase by three percent (3%) over the License Fee paid during the previous year.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Licenser within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Licenser, and shall not be payable by Licensee. The foregoing shall not apply to monthly License Fee which is due and payable without a requirement that it be billed by Licenser. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Licenser agrees that Licensee's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Licensee's ability to obtain and maintain all Government Approvals. Licenser authorizes Licensee to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Licensee with such applications and with obtaining and maintaining the Government Approvals.

(b) Licensee has the right to obtain a title report or commitment for a licensehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Licensee may also perform and obtain, at Licensee's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Licensee's use of the Premises will be compatible with Licensee's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Licensee upon written notice to Licenser, if Licensee is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Licensee; or if Licensee determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Licensee, upon written notice to Licenser, if Licensee determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Licensee upon written notice to Licenser for any reason or no reason, at any time prior to commencement of construction by Licensee; or

(e) by Licensee upon sixty (60) days' prior written notice to Licensor for any reason or no reason, so long as Licensee pays Licensor a termination fee equal to three (3) months' License Fee, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Licensee under any termination provision contained in any other Section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

7. **INSURANCE.** During the Option Term and throughout the Term, Licensee will purchase and maintain in full force and effect such general liability policy as Licensee may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of One Million and No/100 Dollars (\$1,000,000.00). Notwithstanding the foregoing, Licensee shall have the right to self-insure such general liability coverage.

8. **INTERFERENCE.**

(a) Prior to and concurrent with the execution of this Agreement, Licensor has provided or will provide Licensee with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Licensee warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Licensor will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Licensee or the rights of Licensee under this Agreement. Licensor will notify Licensee in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Licensor will not, nor will Licensor permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Licensee or the rights of Licensee under this Agreement. Licensor will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Licensee. In the event any such interference does not cease within the aforementioned cure period, Licensor shall work with Licensee to cease all operations which are reasonably suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. **INDEMNIFICATION.**

(a) Licensee agrees to indemnify, defend and hold Licensor harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Licensee's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Licensor, its employees, invitees, agents or independent contractors.

(b) Licensor agrees to indemnify, defend and hold Licensee harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Licensor, its employees, invitees, agents or independent contractors, or Licensor's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Licensee, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Each of Licensee and Licensors (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Licensors represent, warrants and agrees that: (i) Licensors solely owns the Property as a legal lot in fee simple; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Licensee's Permitted Use and enjoyment of the Premises under this Agreement; (iii) then Licensors grants to Licensee sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Licensors; (iv) Licensors's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Licensors including, NV Rev Stat Sec. 244.2833; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Licensors will provide promptly to Licensee a mutually agreeable subordination, non-disturbance and attornment agreement executed by Licensors and the holder of such security interest. Licensee may conclusively rely upon the representations and warranties of Licensors without regard to whether or not such information might have been ascertainable from due diligence of public records including without limitation, investigations of title to the Property available at the County Recorder's Office for Storey County.

11. ENVIRONMENTAL.

(a) Licensors represent and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Licensors and Licensee agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Licensors and Licensee agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Licensors agrees to hold harmless and indemnify Licensee from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Licensors for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Licensors during the Term. Licensee

agrees to hold harmless and indemnify Licensor from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Licensee for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Licensee.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Licensee becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Licensee's sole determination, renders the condition of the Premises or Property unsuitable for Licensee's use, or if Licensee believes that the leasing or continued leasing of the Premises would expose Licensee to undue risks of liability to a government agency or other third party, then Licensee will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Licensor.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Licensee, Licensee and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("Access") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Licensor grants to Licensee license (which license shall be irrevocable for the Term hereof except following a termination of the Agreement in accordance with the express terms and conditions set forth herein) for such Access and Licensor agrees to provide to Licensee such codes, keys and other instruments necessary for such Access at no additional cost to Licensee. Upon Licensee's request, Licensor will execute a separate recordable license (which license shall be irrevocable for the Term hereof except following a termination of the Agreement in accordance with the express terms and conditions set forth herein) evidencing this right. Licensor shall execute a letter granting Licensee Access to the Property substantially in the form attached as **Exhibit 12**; upon Licensee's request, Licensor shall execute additional letters during the Term. If Licensee elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at a Property, Licensor hereby grants Licensee, or any UAS operator acting on Licensee's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Licensor acknowledges that in the event Licensee cannot obtain Access to the Premises, Licensee shall incur significant damage. If Licensor fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. Licensor shall not be responsible for any snow removal on the Property to provide Licensee Access to the Premises.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Licensee will be and remain Licensee's personal property and, at Licensee's option, may be removed by Licensee at any time during the Term. Licensor covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Licensee will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Licensor that all improvements of every kind and nature constructed, erected or placed by Licensee on the Premises will be and remain the property of Licensee and may be removed by Licensee at any time during the Term. Within one hundred twenty (120) days after the termination of this Agreement, Licensee will remove all of Licensee's above-ground improvements and Licensee will, to the extent reasonable, restore the Premises to its condition at the commencement of the Term of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Licensee's control excepted. Notwithstanding the foregoing, Licensee will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will

Licensee be required to remove from the Premises or the Property any structural steel, foundations or underground utilities.

14. MAINTENANCE/UTILITIES.

(a) Licensee will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Licensor will maintain and repair the Property and access thereto and all areas of the Premises where Licensee does not have exclusive control, in good and tenable condition, subject to reasonable wear and tear and damage from the elements.

(b) Licensee will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Licensee on the Premises. In the event Licensee cannot secure its own metered electrical supply, Licensee will have the right, at its own cost and expense, to sub-meter from Licensor. When sub-metering is required under this Agreement, Licensor will read the meter and provide Licensee with an invoice and usage data on a monthly basis. Licensee shall reimburse Licensor for such utility usage at the same rate charged to Licensor by the utility service provider. Licensor further agrees to provide the usage data and invoice on forms provided by Licensee and to send such forms to such address and/or agent designated by Licensee. Licensee will remit payment within sixty (60) days of receipt of the usage data and required forms. Licensor shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Licensee's reimbursement obligations hereunder. Within fifteen (15) days after a request from Licensee, Licensor shall provide copies of such utility billing records to Licensee in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Licensee, Licensee shall have the right to deduct the amount of such overpayment from any monies due to Licensor from Licensee.

(c) As noted in Section 4(c) above, any utility fee recovery by Licensor is limited to a twelve (12) month period. If Licensee submeters electricity from Licensor, Licensor agrees to give Licensee at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Licensor acknowledges that Licensee provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Licensee's reasonable determination, Licensor agrees to allow Licensee the right to bring in a temporary source of power for the duration of the interruption. Licensor will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Licensor, of such services to be furnished or supplied by Licensor.

(d) Licensee will have the right to install utilities, at Licensee's expense, and to improve present utilities on the Property and the Premises. Licensor hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Licensee a license (which license shall be irrevocable for the Term hereof except following a termination of the Agreement in accordance with the express terms and conditions set forth herein) over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon Licensee's or service company's request, Licensor will execute a separate recordable license (which license shall be irrevocable for the Term hereof except following a termination of the Agreement in accordance with the express terms and conditions set forth herein) evidencing this grant, at no cost to Licensee or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Licensee and a breach of this Agreement: (i) non-payment of the License Fee if such License Fee remains unpaid for more than thirty (30) days after written notice from Licensor of such failure to pay; or (ii) Licensee's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Licensor specifying the failure. No such failure, however, will be deemed to exist if Licensee has commenced to cure such

default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licensee. If Licensee remains in default beyond any applicable cure period, then Licensor will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Licensor and a breach of this Agreement: (i) Licensor's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Licensor's failure to cure an interference problem as required by Section 8 within twenty-four (24) hours after written notice of such failure; or (iii) Licensor's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Licensee specifying the failure. No such failure, however, will be deemed to exist if Licensor has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licensor. If Licensor remains in default beyond any applicable cure period, Licensee will have: (i) the right to cure Licensor's default and to deduct the costs of such cure from any monies due to Licensor from Licensee, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLICENSE. Licensee will have the right to assign, sell or transfer its interest under this Agreement, in whole or part, without Licensor's consent, to: (a) any Affiliate of Licensee, (b) any entity with a net worth of at least Twenty Million Dollars (\$20,000,000), or (c) any entity that acquires all or substantially all of Licensee's assets in the market as defined by the Federal Communications Commission in which the Property is located. Upon notification to Licensor of such assignment, transfer or sale, Licensee will be relieved of all future performance, liabilities and obligations under this Agreement. Licensee shall have the right to sublicense the Premises, in whole or in part, without Licensor's consent. Licensee may not otherwise assign this Agreement without Licensor's consent, Licensor's consent not to be unreasonably withheld, conditioned or delayed.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Licensee: New Cingular Wireless PCS, LLC
Attn: Tower Asset Group – Lease Administration
Re: Cell Site No.: CVL06075
Search Ring Name: Gold Hill
Cell Site Name: Gold Hill (NV)
Fixed Asset No.: 10151421
575 Morosgo Drive NE
Atlanta, GA 30324

With a copy to: New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site No.: CVL06075
Search Ring Name: Gold Hill
Cell Site Name: Gold Hill (NV)
Fixed Asset No.: 10151421
208 S. Akard Street
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Licensor: Storey County
 P.O. Box 176
 Virginia City, NV 89440

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

18. CONDEMNATION. In the event Licensor receives notification of any condemnation proceedings affecting the Property, Licensor will provide notice of the proceeding to Licensee within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Licensee's sole determination, to render the Premises unsuitable for Licensee, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Licensee will include, where applicable, the value of its Communication Facility, moving expenses, prepaid License Fee, and business dislocation expenses. Licensee will be entitled to reimbursement for any prepaid License Fee on a *pro rata* basis.

19. CASUALTY. Licensor will provide notice to Licensee of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Licensee's sole determination, then Licensee may terminate this Agreement by providing written notice to Licensor, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Licensee will be entitled to collect all insurance proceeds payable to Licensee on account thereof and to be reimbursed for any prepaid License Fee on a *pro rata* basis. Licensor agrees to permit Licensee to place temporary transmission and reception facilities on the Property, but only until such time as Licensee is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including License Fee. If Licensor or Licensee undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Licensor agrees to permit Licensee to place temporary transmission and reception facilities on the Property at no additional License Fee until the reconstruction of the Premises and/or the Communication Facility is completed. If Licensor determines not to rebuild or restore the Property, Licensor will notify Licensee of such determination within thirty (30) days after the casualty or other harm. If Licensor does not so notify Licensee and Licensee decides not to terminate under this Section 19, then Licensor will promptly rebuild or restore any portion of the Property interfering with or required for Licensee's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Licensor agrees that the License Fee shall be abated until the Property and/or the Premises are rebuilt or restored, unless Licensee places temporary transmission and reception facilities on the Property.

20. WAIVER OF LICENSOR'S LIENS. Licensor waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Licensor consents to Licensee's right to remove all or any portion of the Communication Facility from time to time in Licensee's sole discretion and without Licensor's consent.

21. TAXES.

(a) Licensors shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Licensor including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of License Fee payments by Licensor. Licensee shall be responsible for (y) any taxes and assessments attributable to and levied upon Licensee's improvements on the Premises if and as set forth in this Section 21 and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublicense by Licensee. Nothing herein shall require Licensee to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Licensor.

(b) In the event Licensor receives a notice of assessment with respect to which taxes or assessments are imposed on Licensee's improvements on the Premises, Licensor shall provide Licensee with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Licensor does not provide such notice or notices to Licensee in a timely manner and Licensee's rights with respect to such taxes are prejudiced by the delay, Licensor shall reimburse Licensee for any increased costs directly resulting from the delay and Licensor shall be responsible for payment of the tax or assessment set forth in the notice, and Licensor shall not have the right to reimbursement of such amount from Licensee. If Licensor provides a notice of assessment to Licensee within such time period and requests reimbursement from Licensee as set forth below, then Licensee shall reimburse Licensor for the tax or assessments identified on the notice of assessment on Licensee's improvements, which has been paid by Licensor. If Licensor seeks reimbursement from Licensee, Licensor shall, no later than thirty (30) days after Licensor's payment of the taxes or assessments for the assessed tax year, provide Licensee with written notice including evidence that Licensor has timely paid same, and Licensor shall provide to Licensee any other documentation reasonably requested by Licensee to allow Licensee to evaluate the payment and to reimburse Licensor.

(c) For any tax amount for which Licensee is responsible under this Agreement, Licensee shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Licensor, Licensee, or both, with respect to the valuation of the Premises. Licensor shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Licensee and any refunds or rebates secured as a result of Licensee's action shall belong to Licensee, to the extent the amounts were originally paid by Licensee. In the event Licensee notifies Licensor by the due date for assessment of Licensee's intent to contest the assessment, Licensor shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Licensor shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Licensee.

(e) Licensee shall have the right but not the obligation to pay any taxes due by Licensor hereunder if Licensor fails to timely do so, in addition to any other rights or remedies of Licensee. In the event that Licensee exercises its rights under this Section 21(e) due to such Licensor default, Licensee shall have the right to deduct such tax amounts paid from any monies due to Licensor from Licensee as provided in Section 15(b), provided that Licensee may exercise such right without having provided to Licensor notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Licensee in the manner set forth in Section 17. Promptly after the Effective Date, Licenser shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Licensee. In the event that Licensee's tax address changes by notice to Licenser, Licenser shall be required to provide Licensee's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC
Attn: Tower Asset Group – Lease Administration
Re: Cell Site No.: CVL06075
Search Ring Name: Gold Hill
Cell Site Name: Gold Hill (NV)
Fixed Asset No.: 10151421
575 Morosgo Drive NE
Atlanta, GA 30324

(g) Notwithstanding anything to the contrary contained in this Section 21, Licensee shall have no obligation to reimburse any tax or assessment for which the Licenser is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Licenser may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Licenser's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Licensee or any sublicensee, any obligation of Licenser under this Agreement, including Licenser's obligation to cooperate with Licensee as provided hereunder.

(b) If Licenser, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or the Surrounding Property, to a purchaser other than Licensee, Licenser shall promptly notify Licensee in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Licensee's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Licenser or its successor shall send the documents listed below in this Section 22(b) to Licensee. Until Licensee receives all such documents, Licensee's failure to make payments under this Agreement shall not be an event of default and Licensee reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed Licensee Payment Direction Form
- vii. Full contact information for new Licenser including phone number(s)

(c) Licensors agree not to sell, lease or use any areas of the Property or the Surrounding Property for the installation, operation or maintenance of other wireless communication facilities if such installation, operation or maintenance would interfere with Licensee's Permitted Use or communications equipment as determined by radio propagation tests performed by Licensee in its sole discretion. Licensor or Licensor's prospective purchaser shall reimburse Licensee for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Licensee, Licensor shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communication facility or equipment.

(d) The provisions of this Section 22 shall in no way limit or impair the obligations of Licensor under this Agreement, including interference and access obligations.

23. RIGHT OF FIRST REFUSAL. Notwithstanding the provisions contained in Section 22, if at any time after the Effective Date, Licensor receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the License Fee payments associated with this Agreement or an offer to purchase an easement with respect to the Premises ("**Offer**"), Licensor shall immediately furnish Licensee with a copy of the Offer. Licensee shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer but Licensee may assign its rights to a third party. If Licensee chooses not to exercise this right or fails to provide written notice to Licensor within the ninety (90) day period, Licensor may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of this Agreement. If Licensor attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section 23, the sale, conveyance, assignment or transfer shall be void. Licensee shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Licensor complies with this Section 23. Licensee's failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 23 with respect to any future proposed conveyances as described herein. The rights granted by this Section shall not apply to any transaction other than the assignment by Licensor solely of the License Fee stream hereunder under the terms of this Section 23. Without limiting the generality of the foregoing, nothing in this Section shall be construed to apply to (1) Licensor's grant of a security interest hereunder in connection with any mortgage, loan or other extension of credit; (2) Licensor's retention of a contractor to manage and maintain the Property or a portion thereof for a consideration that includes, in whole or in part, the right to share in License Fee payments or other revenues; (3) Licensor's retention of a contractor to collect the License Fee or other accounts receivable on Licensor's behalf; or (4) the assignment of revenue under any agreement other than this Agreement or of rentals/license fees due from any tenant/licensee of Licensor other than Licensee.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Licensor and Licensee. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum of License.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of License substantially in the form attached as **Exhibit 24(b)**. Either party may record this Memorandum of License at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of License.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Licensee and Licensors each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Licensee agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Licensee's use of the Communication Facility on the Property. Licensors agree to comply with all Laws relating to Licensors' ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Licensee" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Licensee pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Licensor agrees to provide Licensee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Licensee, including any change in Licensor's name or address. A copy of the IRS Form W-9 in its current form is attached hereto as **Exhibit 24(k)**.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Licensor and Licensee. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Licensor, Licensee and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **Incidental Fees.** Unless specified in this Agreement, no unilateral fees or additional costs or expenses are to be applied by either party to the other party, including review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Licensor will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Licensee may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

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

"LICENSOR"

Storey County,
a Nevada governmental entity

By: Marshall M. Bride

Name: Marshall M. Bride

Its: Chairman

Date: March 19, 2019

"LICENSEE"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: [Signature]

Name: Michael Gulbord

Director

Its: Construction & Engineering

Date: 4/10, 2019

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 10

to the Option and License Agreement dated as of _____, 2019, by and between Storey County, a Nevada governmental entity, as Licensor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Licensee.

The Property is legally described as follows:

PARCEL 1: THIS PARCEL IS A COMBINATION OF AN 18.423 ACRE PARCEL AS SHOWN ON RECORD OF SURVEY LOT LINE ADJUSTMENT MAP DOC. NO. 67649, AND LOT 39-B OF RECORD OF SURVEY DOC. NO. 45761. IN THIS FIELD SURVEY, NO ORIGINAL CORNERS WERE FOUND FOR THE GOLD HILL MAP AND NONE WERE BELIEVED TO BE SET. THE EAST LINE OF SAID 18.423 ACRE PARCEL WAS ADJUSTED TO THE RIGHT OF WAY PER THE NDOT RIGHT OF WAY MAP DATED JANUARY 1946. THE WEST BOUNDARY OF THIS 18.423 ACRE PARCEL DID NOT FIT WELL WITH THE ADJOINING HAYES PARCEL (002-031-03) TO THE WEST, AND THIS PARCELS WEST LINE WAS ADJUSTED TO THE EAST LINE OF HAYES' PARCEL AT THE INSTRUCTION OF STOREY COUNTY. SAID LOT 39-B IS BEST FIT USING THE RECORD OF SURVEY MAP DOC. NO. 45761, ADJUSTING IT TO THE NORTH LINE OF SAID MAP NO. 67649, THE EAST LINE OF PARCEL MAP DOC. NO. 97748, AND THE EAST LINE OF PARCEL MAP DOC. NO. 62966. ONE SURVEY MONUMENT WAS FOUND IN THE MOST NORTHERLY CORNER OF PARCEL 1, AND WAS HELD FOR LINE AND DISTANCE AT THAT POINT.

The Premises are described and/or depicted as follows:

[100% Zoning Drawings Dated November 28 2018, Prepared by Adaptive Re-Use Engineering, and Consisting of Nine (9) Pages, Appears on Following Pages]

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY LICENSEE.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Licensor represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

1. None.

EXHIBIT 12

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

[Licensor Letterhead]

[Insert Date]

Building Staff / Security Staff

[Licensor, Lessee, Licensee]

[Street Address]

[City, State, Zip]

Re: Authorized Access granted to []

Dear Building and Security Staff,

Please be advised that we have signed a license with [] permitting [] to install, operate and maintain telecommunications equipment at the property. The terms of the license grant [] and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the licensed area.

To avoid impact on telephone service during the day, [] representatives may be seeking access to the property outside of normal business hours. [] representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to licensed area. Thank you for your assistance.

Licensor Signature

EXHIBIT 24(b)

MEMORANDUM OF LICENSE

[FOLLOWS ON NEXT PAGE]

**Recording Requested By
& When Recorded Return To:**

New Cingular Wireless PCS, LLC
Attn: Tower Asset Group – Lease Administration
575 Morosgo Drive NE
Atlanta, GA 30324

APN: 002-023-11

(Space Above This Line For Recorder's Use Only)

Cell Site No.: CVL06075
Search Ring Name: Gold Hill
Cell Site Name: Gold Hill (NV)
Fixed Asset No.: 10151421
State: Nevada
County: Storey

**MEMORANDUM
OF
LICENSE**

This Memorandum of License is entered into on this 19 day of March, 2019, by and between Storey County, a Nevada governmental entity, having its residing mailing address of P.O. Box 176, Virginia City, NV 89440 (hereinafter called "**Licensor**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 ("**Licensee**").

1. Licensor and Licensee entered into a certain Option and License Agreement as of 03/19/19, 2019 ("**Agreement**"), for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial license term will be five (5) years commencing on the effective date of written notification by Licensee to Licensor of Licensee's exercise of its option, with four (4) successive automatic five (5) year options to renew.
3. The portion of the land being licensed to Licensee and associated licenses are described in **Exhibit 1** annexed hereto.
4. The Agreement gives Licensee a right of first refusal in the event Licensor receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the License Fee payments associated with the Agreement or an offer to purchase an easement with respect to the Premises.
5. This Memorandum of License is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of License and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

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

LICENSOR:

Storey County,
a Nevada governmental entity

By: Marshall McBride

Name: Marshall McBride

Its: Chairman

Date: March 19, 2019

LICENSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: [Signature]

Name: Michael Gulbord

Director

Its: Construction & Engineering

Date: 4/6, 2019

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

LICENSOR ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Nevada

County of Storey

On March 19, 2019 before me, Doreayne Nevin - Notary Public
(insert name and title of the officer)

personally appeared Marshall McBride
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

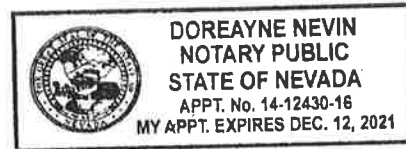
I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Doreayne Nevin

(Seal)



LICENSEE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra Costa

On April 10, 2019 before me, KAMARTIC KONGEAL Notary Public
(insert name and title of the officer)

personally appeared Michael Guibord
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Kamartic Kongeal

(Seal)



**EXHIBIT 1
TO MEMORANDUM OF LICENSE**

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 1

to the Memorandum of License dated _____, 2019, by and between Storey County, a Nevada governmental entity, as Licensor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Licensee.

The Property is legally described as follows:

PARCEL 1: THIS PARCEL IS A COMBINATION OF AN 18.423 ACRE PARCEL AS SHOWN ON RECORD OF SURVEY LOT LINE ADJUSTMENT MAP DOC. NO. 67649, AND LOT 39-B OF RECORD OF SURVEY DOC. NO. 45761. IN THIS FIELD SURVEY, NO ORIGINAL CORNERS WERE FOUND FOR THE GOLD HILL MAP AND NONE WERE BELIEVED TO BE SET. THE EAST LINE OF SAID 18.423 ACRE PARCEL WAS ADJUSTED TO THE RIGHT OF WAY PER THE NDOT RIGHT OF WAY MAP DATED JANUARY 1946. THE WEST BOUNDARY OF THIS 18.423 ACRE PARCEL DID NOT FIT WELL WITH THE ADJOINING HAYES PARCEL (002-031-03) TO THE WEST, AND THIS PARCELS WEST LINE WAS ADJUSTED TO THE EAST LINE OF HAYES' PARCEL AT THE INSTRUCTION OF STOREY COUNTY. SAID LOT 39-B IS BEST FIT USING THE RECORD OF SURVEY MAP DOC. NO. 45761, ADJUSTING IT TO THE NORTH LINE OF SAID MAP NO. 67649, THE EAST LINE OF PARCEL MAP DOC. NO. 97748, AND THE EAST LINE OF PARCEL MAP DOC. NO. 62966. ONE SURVEY MONUMENT WAS FOUND IN THE MOST NORTHERLY CORNER OF PARCEL 1, AND WAS HELD FOR LINE AND DISTANCE AT THAT POINT.

The Premises are described and/or depicted as follows:

[One (1) Page Depiction of the Premises Suitable for Recording in Storey County Appears on Following Page]

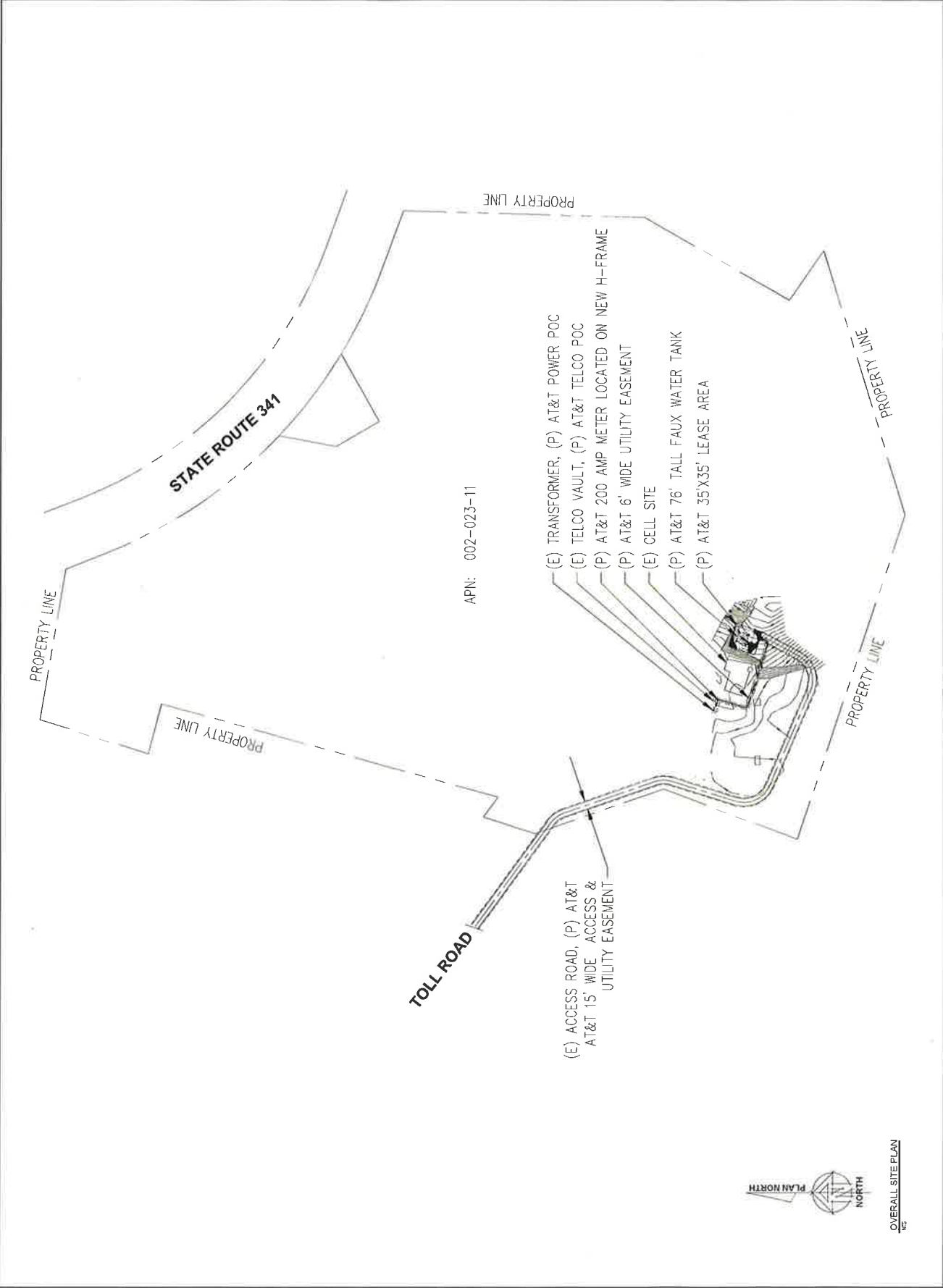
GOLD HILL
HANGMAN

911
HIGHWAY 341
VIRGINIA CITY
NV, 89440



AT&T SITE
NUMBER:
CVL06075
FA NUMBER:
10151421

**MOL
EXHIBIT 1**



OVERALL SITE PLAN
NTS

OVERALL SITE PLAN
NTS

EXHIBIT 24(k)

IRS FORM W-9

Page 1 of 2

[IRS FORM W-9 (REVISED OCTOBER 2018) APPEARS ON FOLLOWING PAGE]

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____ <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 4/18/2023 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 0-5

Agenda Item Type: Discussion/Possible Action

- **Title:** For consideration and possible approval of business license second readings:
- A. Arcadia Solar LLC – Contractor / 4050 East Cotton Center Blvd. #30 ~ Phoenix, AZ
- B. BES Electric – Contractor / 621 Gyrfalcon Ct. Unit A. ~ Windsor, CO
- C. Capriati Construction Corporation – Contractor / 1020 Wigwam Parkway ~ Henderson, NV
- D. Clark & Sullivan Constructors, Inc. – Contractor / 905 Industrial Way ~ Sparks, NV
- E. Done Right Set Up and Service – Contractor / 1355 Farm District Rd. ~ Fernley, NV
- F. Gore Acoustics & Drywall Systems Inc. – Contractor / 4855 Joule St. B# ~ Reno, NV
- G. Hilow Services – Out of County / 3983 S. McCarran Blvd. ~ Reno, NV
- H. International Paper Molded Fiber LLC – General / 2555 Peru ~ McCarran, NV
- I. Jax Construction & Consulting LLC – Contractor / 17 Sharp Springs Ct. ~ Sparks, NV
- J. Jones Covey Group Inc. – Contractor / 9595 Lucas Ranch Rd. ~ R. Cucamonga, CA
- K. Layton Construction Company LLC – Contractor / 9090 S. Sandy Parkway ~ Sandy, UT
- L. MRBRAZ & Associates, PLLC – Contractor / 2004 West Timberlake St. Ste 101 ~ Azle, TX
- M. Mule Fence Inc. – Contractor / 40 Hardy Dr. ~ Sparks, NV
- N. Qualus LLC – Professional / 100 Colonial Center Parkway Ste. 400 ~ Lake Mary, FL
- O. Sparks, NV LLC – Out of County / 2730 Peralta St. ~ Oakland, CA
- **Recommended motion:** Approval
- **Prepared by:** Ashley Mead

Department:

Contact Number: 7758470966

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

- **Legal review required:** False

- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

Storey County Community Development



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

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

To: Jim Hindle, Clerk's office
Austin Osborne, County Manager

April 10, 2023
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **April 18, 2023**

COMMISSIONERS Consent Agenda:

SECOND READINGS:

- A. Arcadia Solar LLC** – Contractor / 4050 East Cotton Center Blvd. #30 ~ Phoenix, AZ
- B. BES Electric** – Contractor / 621 Gyr Falcon Ct. Unit A. ~ Windsor, CO
- C. Capriati Construction Corporation** – Contractor / 1020 Wigwam Parkway ~ Henderson, NV
- D. Clark & Sullivan Constructors, Inc.** – Contractor / 905 Industrial Way ~ Sparks, NV
- E. Done Right Set Up and Service** – Contractor / 1355 Farm District Rd. ~ Fernley, NV
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- N. Qualus LLC** – Professional / 100 Colonial Center Parkway Ste. 400 ~ Lake Mary, FL
- O. Sparks, NV LC** – Out of County / 2730 Peralta St. ~ Oakland, CA

Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office