



Board of Storey County Commissioners Agenda Action Report

Meeting date: 6/6/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the Agenda for the June 6, 2023, meeting.
- **Recommended motion:** Approve or amend.
- **Prepared by:** Drema Smith

Department: **Contact Number:** 7758470968

- **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: 6/6/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the minutes from the April 4th, 2023, meeting.
- **Recommended motion:** Approve or amend as necessary.
- **Prepared by:** Jim Hindle

Department: **Contact Number:** 17758470969

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

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

4/4/2023 4:00 PM
26 SOUTH B STREET, VIRGINIA CITY, NV

MEETING MINUTES

JAY CARMONA
CHAIRMAN

CLAY MITCHELL
VICE-CHAIRMAN

LANCE GILMAN
COMMISSIONER

ANNE LANGER
DISTRICT ATTORNEY

JIM HINDLE
CLERK & TREASURER

Roll Call: Commission Chairman Jay Carmona, Commission Vice-Chair Clay Mitchell, Assessor Jana Seddon, Justice of the Peace Eileen Herrington, Recorder Dru McPherson, Sheriff Mike Cullen, County Manager Austin Osborne, Deputy District Attorney Keith Loomis, Comptroller Jennifer McCain, IT Director James Deane, Fire Chief Jeremy Loncar, Public Works Director Jason Wierzbicki, Operations and Project Manager Mike Northan, Communications Director Becky Parsons, Business Development Manager Lara Mather, Community Relations Director Honey Menefee, Community Development Director Pete Renaud, Senior Center Director Stacy York, Emergency Management Director Mike Bullian, Planning Manager Kathy Canfield

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

Commissioner Carmona called the meeting to order at 10:03 a.m.

Commissioner Gilman was absent.

2. PLEDGE OF ALLEGIANCE

3. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of the agenda for the April 4, 2023, meeting.

County Manager Austin Osborne asked the commissioners to remove Item 19 and Continue Item 23 to April 18, 2023, meeting.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve today's agenda with the two noted changes of removing Item 19 from the Fire Protection District Board Agenda and moving Item 23 to our next regularly scheduled meeting. **Seconded by:** Jay Carmona. **Vote:** Motion passes 2-0.

4. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of the minutes from the February 7th, 2023, meeting.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the minutes from the February 7th, 2023, meeting as presented. **Seconded by:** Jay Carmona. **Vote:** Motion passes 2-0.

5. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of the minutes from the February 21, 2023, meeting.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the minutes from the February 21, 2023, meeting as presented. **Seconded by:** Jay Carmona. **Vote:** Motion passes 2-0.

6. CONSENT AGENDA FOR POSSIBLE ACTION:

I. For possible action, approval of business license first 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 LC – Out of County / 2730 Peralta St. ~ Oakland, CA

II. Approval of claims in the amount of \$2,790,185.09.

III. Removal of uncollectable delinquent Business Personal Property tax bills. Total amount of bills to be deleted including penalties and interest \$125,430.25.

IV. Removal of tax bills for demolished Mobile Home. MH000169 totaling \$310.40.

V. Removal of tax bills for MH001154 TE Bertagnolli & Associates 2009-2023. \$1255.48 mobile home destroyed.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the Consent Agenda as presented.

Seconded by: Jay Carmona. **Vote:** Motion passes 2-0.

7. PUBLIC COMMENT (No Action): None

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

Fire Chief Jeremy Loncar

- Will soon post information on winter damage cleanup using trailers or chipping fallen tree limbs and other natural debris on the property.

Community Relations Director Honey Menefee

- Attended WNDD workshop to review strategic economic development strategy, and what projects should be kept on the list.
- On the CPF grants, moving forward with fire and fairgrounds with architectural and environmental reports. Lockwood Senior Center at the preliminary design phase and environmental.
- Community project grants are completed, benches are at Pinion Park. The Clampers have one more plaque. Lockwood invasive plant grant is also waiting for the weather. They will clean out all vegetation and put down chemical abatement.
- The Governor's Office of Science and Technology will hold a meet and greet regarding broadband access from 11 a.m. to 1 p.m. at the Virginia City Senior Center and from 2:30 p.m. to 4:30 p.m. at the Lockwood Senior Center.

Emergency Management Director Mike Bullian

- Working on a property damage assessment operation at Taylor Street, Six Mile Canyon, Lousetown Road and Mark Twain culverts.

Assessor Jana Seddon

- Occupancy cards go out next week and it is imperative for residents to turn them in, otherwise they will be at the 8 percent tax cap.
- Have been working cleaning up uncollectible taxes. The office is now trying to bring mobile home accounts current by setting up payment plans.

Planning Manager Kathy Canfield

- Had kickoff meeting for Long Valley Creek with a good turnout. Expect the plan to be completed in six months. A presentation is on the county web site under Planning.
- Met with EPA on the five-year review of the Mercury Superfund Site, with state and ACOE.
- Will be meeting with FEMA regarding 5 years Community Assistance visits for a community rating system.
- Met with NVEnergy about an environmental document to be released on powerlines from Southern Nevada to Northern Nevada. Presentations will be done this summer.
- A drone class from UNR mapped the Fireman's Museum.

Recorder Dru McPherson

- Will test for move to the cloud and will have an electronic blackout date on April 14. Will be accepting mail and hand-delivered documents.

Community Development Director Pete Renaud

- Will start hitting the boardwalk for repair needs soon. Merchants are responsible for repairs.

Clerk & Treasurer Jim Hindle

- Tax delinquency letters will be going out and residents should contact the office for payment arrangements.

10. RECESS TO CONVENE AS THE STOREY COUNTY HIGHWAY BOARD

- 11. 10:30 A.M. PUBLIC HEARING:** Public Hearing on proposed Resolutions 23-671 and 23-675 as described: RESOLUTION 23-671, proposes the identification of a road commonly known as County Road Number 910040 (3 segments), Yellowjacket Road/American Flat (Segment 1), American Flat/American Flat Lower (Segment 2), Unnamed Road (Segment 3), pursuant to Nevada revised statutes 403.170 AND 405.191 as a minor county road. The road is located southwest of Gold Hill in the American Flat neighborhood of Storey County on both private and public land managed by the Bureau of Land Management, however only the roadway on public land is proposed for identification. The road commences within Township 16 N, Range 21 East, within Section 6 within APN 004-331-06 at an approximate spring crossing then heads north and then northeast to conclude at the historic Catholic Cemetery on APN 002-283-01. The effect of identifying the road as a minor county road is to identify it as a public road, available for public use but not maintained by Storey County. It must be used by motorists at their own risk.

Planning Manager Kathy Canfield said this public hearing was for two sections of roadway, 22-671 and 23-675. She said this is a continuation of RS 2477 applying to roads on BLM or other public property.

Public Comment: None

Commissioner Carmona declared the Public Hearings Closed.

12. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible adoption of Resolution 23-671 which proposes the identification of a road commonly known as County Road Number 910040 (3 segments), Yellowjacket Road/American Flat (Segment 1), American Flat/American Flat Lower (Segment 2), Unnamed Road (Segment 3), pursuant to Nevada revised statutes 403.170 AND 405.191 as a minor county road. The road is located southwest of Gold Hill in the American Flat neighborhood of Storey County on both private and public land managed by the Bureau of Land Management, however only the roadway on public land is proposed for identification. The road commences within Township 16 N, Range 21 East, within Section 6 within APN 004-331-06 at an approximate spring crossing then heads north and then northeast to conclude at the historic Catholic Cemetery on APN 002-283-01. The effect of identifying the road as a minor county road is to identify it as a public road, available for public use but not maintained by Storey County. It must be used by motorists at their own risk.

Ms. Canfield said these are the motions for the item heard in the public hearing. The findings were read into the record and can be found in the Commission's packet for April 4, 2023, beginning on page 64.

Public Comment: None

Motion: I, Commissioner Mitchell, move to adopt Resolution 23-671 which proposes the identification of a road commonly known as County Road Number 910040 (3 segments), Yellowjacket Road/American Flat (Segment 1), American Flat/American Flat Lower (Segment 2), Unnamed Road (Segment 3), pursuant to Nevada revised statutes 403.170 AND 405.191 as a minor county road. \ **Seconded by:** Jay Carmona. **Vote:** Motion passes 2-0.

13. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible adoption of Resolution 23-675, which proposes the identification of a road identified as Unnamed, County Road Number 910045 pursuant to Nevada revised statutes 403.170 AND 405.191 as a minor county road. The road is located southwest of Gold Hill in the American Flat neighborhood of Storey County on public land managed by the Bureau of Land Management. The road commences within Township 16 N, Range 21 East, within Section 6 within APN 004-331-06 at an approximate spring crossing then heads south to the Storey County/Lyon County boundary. The effect of identifying the road as a minor county road is to identify it as a public road, available for public use but not maintained by Storey County. It must be used by motorists at their own risk.

Ms. Canfield said this road extends to the county line. The findings were read into the record and can be found in the Commission's packet for April 4, 2023, beginning on page 99.

Public Comment: None

Motion: I, Commissioner Mitchell, move to adopt Resolution 23-675, which proposes the identification of a road identified as Unnamed, County Road Number 910045 pursuant to

Nevada revised statutes 403.170 AND 405.191 as a minor county road. Seconded by: Jay Carmona. Vote: Motion passes 2-0.

14. DISCUSSION ONLY: Report of public works department regarding roads and highways in Storey County.

Public Works Director Jason Wierzbicki said the county suffered severe road damage from weather events. He had an engineer look at Taylor Street and the estimated repair cost was \$400,000. He said it was still closed and he was getting a second opinion.

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

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

Commissioner Carmona thanked Public Works and the team for their work during the difficult weather.

16. DISCUSSION ONLY: Brian Mitchell, Director of the Governor's Office of Science, Innovation and Technology (OSIT) is here to present the broadband infrastructure and digital equity planning process taking place throughout the state of Nevada.

Ms. Menefee introduced Brian Mitchell, director of the Office of Science Innovation and Technology. Mr. Mitchell said his office is working to ensure that all Nevadans have access to reliable, high-speed Internet. He said there were 31 different county facilities that need better broadband. The state has completed an RFP and selected two vendors, and the state will invest \$16 million in Storey County. He said the second part of the plan involves a digital equity plan for digital skills and are partnering with the Storey County Library and are offering two public surveys on the skills that are needed. The surveys are on highspeednv.com and on county social media pages. He also said the office plans to award a contract to SkyFiber.

Commissioner Mitchell said with the loss of the Community Cable TV Co-op, seniors in particular can stay connected.

Public Comment: None

17. DISCUSSION ONLY: Presentation by the Virginia City Silver Circuits robotics team including a robotics demonstration and discussion about their curriculum and achievements.

Commissioner Carmona said the team would not be appearing.

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

20. DISCUSSION/FOR POSSIBLE ACTION: Review and possible approval of the 2023-2024 Storey County Fire District Tentative Budget for submission to the Nevada Department of Taxation.

Comptroller Jennifer McCain this tentative budget will be submitted to the Department of Taxation. The district is in the middle of union negotiations, which has left some items, such as health insurance increases and she hoped that would be done by the final budget. She has been communicating with Taxation but does not have clear numbers. She said the General Fund Revenues over expenses are about \$1.2 million, but this will get used up. The ending fund balance, including transfers and contingencies, is \$150,000, but these are preliminary figures. Fire District revenues increased 37 percent. The district is also applying for a SAFER grant, and if it is not awarded, the budget items will not be utilized. She said the increase was due to salaries and benefits, with new positions planned for the Fire District. She noted there were no final CBA calculations.

Fire Chief Jeremy Loncar said that six increased staff will be paid for under the SAFER grant, which runs for three years and is 100 percent paid. They will be staffing another fire station or upstaff current station. There will be an additional inspector and a part-time admin went to full time, and the assistant chief. Other grant-paid staff have been used for fire prevention only.

In response to a question from Commissioner Mitchell, Ms. McCain said the amount budgeted is lower than six positions because the grant is not yet completed.

Chief Loncar said FEMA pays the actual cost of the employee.

Ms. McCain said expenses are increasing 36 percent across the board. We have established a new line-item account for fire equipment, not quite capital improvement, or operations. There will be a \$250,000 transfer out from Mutual Aid, but the transfer to capital projects will be \$1 million. Capital Projects Fund includes purchase of an ambulance, type 3 wildland engine and type 5 wildland engine as well as an assistant chief vehicle for a \$1.4 million capital outlay.

Ms. McCain said SSCRT is higher, and Taxation has not gotten back to her. Ms. McCain said the county was looking at significant building permit income coming in.

Public Comment: None

Motion: I, Fire Commissioner Mitchell, move to approve the 2023-2024 Storey County Fire District Tentative Budget for submission to the Nevada Department of Taxation as presented. **Seconded by:** Jay Carmona. **Vote:** Motion passes 2-0.

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

22. DISCUSSION/FOR POSSIBLE ACTION: Update, discussion, and provide direction to county staff and lobbyists regarding upcoming bills and legislation affecting Storey County including, but not limited to, the following, and other properly related matters: AB63 I80 Safety Corridors; SB81 Regional Orderly Growth; AB143 Lands Transfer Bill; AB47 OHV Bill; SB92 Sidewalk Vendors; SB304 NFPA Mandates; SB432 Storey County post abatement revenue 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.

County Manager Austin Osborne said there was a special meeting a few days focused on these. I would focus on changes that happened since that time, SB432, we discussed at last meeting would take 80 percent of revenues. That bill appears to have been drawered. If it doesn't get a hearing, it goes away,

He said on SB81, nothing has happened, but they are getting prepared for a hearing. This is the bill that adds legislators as nonvoting members of the regional county managers discussions.

Judge Eileen Herrington congratulated leadership on SB432.

Mr. Osborne asked to continue to oppose SB432 and SB81. If SB81 changes, we could have a special meeting.

Public Comment: None

Motion: I, Commissioner Mitchell, move to instruct county staff to continue opposition to bills SB432 and SB81 as discussed here. **Seconded by:** Jay Carmona. **Vote:** Motion passes 2-0.

On another matter, Commissioner Carmona explained that the Robotics team was not notified of the meeting, so they did not appear, but they are 12th in the world for their average robot score and third in the world for their autonomous robot score.

24. DISCUSSION/FOR POSSIBLE ACTION: Consideration and Possible Action of Grant of Easement File No. 2023-010 to NV Energy for utilities within a portion of the Electric Avenue Right-of-Way at the intersection of USA Pkwy, McCarran, Storey County, Nevada. Continued to next meeting.

Planning Manager Kathy Canfield said that NVEnergy is proposing a gas line on Electric Avenue and Milan Drive in TRIC to fill two missing segments.

Public Comment: None

Motion: In accordance with the recommendation by staff, I, Commissioner Mitchell move to approve a Grant of Easement (2023-010) to NV Energy for utilities located within a portion of the Electric Avenue Right-of-Way at the intersection of USA Pkwy, McCarran, Storey County, Nevada. **Seconded by:** Jay Carmona. **Vote:** Motion passes 2-0.

25. DISCUSSION/FOR POSSIBLE ACTION: Consideration and Possible Action of Grant of Easement File No. 2023-011 to NV Energy for utilities within a portion of the Electric Avenue Right-of-Way east of USA Pkwy, McCarran, Storey County, Nevada.

Ms. Canfield said this is the segment just east of the previous one that will connect.

Public Comment: None

Motion: In accordance with the recommendation by staff, I Commissioner Mitchell, move to approve a Grant of Easement (2023-011) to NV Energy for utilities located within a portion of the Electric Avenue Right-of-Way east of USA Pkwy, McCarran, Storey County, Nevada **Seconded by:** Jay Carmona. **Vote:** Motion passes 2-0.

26. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of Resolution No. 23-676 of the Board of Storey County Commissioners extending the declaration of a state of emergency in Storey County due to unforeseen severe weather events causing sudden flooding, avalanche, and mudslide due to snow runoff caused by atmospheric river flows across the county starting March 9, 2023, and the end date extending from April 4, 2023, to such time that the State of Nevada ends its declaration of emergency. The emergency declaration may provide the county access to state and federal funds and other resources which otherwise may not be available for its response to the weather emergency. This action should not cause alarm, but it should remind residents and businesses to be vigilant and to prepare for potential impacts caused by storm events.

Emergency Management Director Mike Bullain said the county's declaration was set to expire. The State declaration is in effect and if the county's expired Storey County would not receive any federal funding.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve Resolution No. 23-676 of the Board of Storey County Commissioners extending the declaration of a state of emergency in Storey County due to unforeseen severe weather events causing sudden flooding, avalanche, and mudslide due to snow runoff caused by atmospheric river flows across the county starting March 9, 2023, and the end date extending from April 4, 2023, to such time that the State of Nevada ends its declaration of emergency. **Seconded by:** Jay Carmona. **Vote:** Motion passes 2-0.

27. DISCUSSION/FOR POSSIBLE ACTION: Review and possible approval of the 2023-2024 Storey County Tentative Budget for submission to the Nevada Department of Taxation.

Comptroller McCain said there will be many changes until the final budget. General revenues are at \$26 million, which is done to Taxation's Projections and SSCRTs are something that will be changing. She said the county is also working with the Fire District and Community Development Department on licensing and permitting, and the Senior Center for food contracts, so all information is not yet available.

Expenses are at \$24.6 million in the General Fund, with significant increases in wages and benefits and a 26 percent increase in the cost of health insurance. Staff changes from part-time to full-time in a number of departments. This does not include contingencies and transfers out. Other increases in staff include a part-time site coordinator for the senior center, full time for Buildings and Grounds, Community Relations also seeks one more staffer. Other increased costs are in service and supplies at 24 percent, Assessor at 12 percent, Administrative at 6 percent, which includes the indigent defense fund, and DA increase at 10 percent, and District Court increase at 14 percent. Justice Court has an increase of 7 percent, Health and Human has an increase of 15 percent. Parks and Pool has an increase of 5 percent, the Service Department has an increase of 10 percent, IT has a decrease of 12 percent, and Emergency Management has an increase of 15 percent.

Transfers out are \$11,772,500, going to support various projects and operations in various funds. Those include \$1 million for the Roads budget, Operation of Piper's Opera House, Capital Projects will be a \$8 million transfer, the TRI Payback fund will receive \$2.5 million, Emergency Mitigation is \$100,000 and the grant fund, \$72,000 for the matches. The Commissioners have increases in wages benefits, decreases of service and supplies. Increase in liability increase of 25 percent. The Professional Service Fund is increasing 47 percent.

Commissioner Carmona asked if Community Grant funding was expended. Community Relations Director Honey Menefee said Mark Twain had not touched their money, some left in the Highlands and Lockwood may not use its entire \$10,000 grant. Virginia City may have several thousand left.

County Manager Austin Osborne said the Legislature lobbyists and financial professionals needed for the white paper and help with a complete policy rewrite have led to increases. We have not engaged in Marlette Lake negotiations, that will be rolled over. There are also needs for building security and also a solid waste franchise agreement.

Ms. McCain also said there was a reclassification for the Clerk-Treasurer's office that is not finalized. Software increased due to new maintenance agreements. Election line item has increased 38 percent because it is a presidential election coming up.

Clerk-Treasurer Jim Hindle said there has been an increase in the volume of activities, with elections being more of a year-round activity thanks to more reporting requirements from the Secretary of State's Office. With the presidential preference poll coming up in February 2024, it's another election and ramping up with a start in September and the normal primary in June, and staffing is needed for early voting and the Election Day. Also, the Secretary of State's Office was mandated to initiate a top-down voter registration management system

with new hardware and software required. There will be 2 systems for 2024, with our VOTEC system and the new KNOWiNK system. The Secretary of State's Office said they would subsidize a good portion of the new system for the first year, but it has not been defined.

Maintenance agreement significant increases on annual renewals of all software systems.

Ms. McCain said an increase of 68 percent for the Recorder's Office is due to a new historical document scanning process.

Recorder Dru McPherson said that she is requesting \$200,000 for the records management budget, for a one-time project to index and redact 123 years of property records, dating back to 1859. Online documents are searchable back to 1982. Currently documents are not searchable by keywords, including deeds, mortgages, and other important property documents. Project would be put out for bid, and one vendor put the cost at \$191,000. Could charge \$1 per page for documents, so it could be a source of revenue.

In response to a question by Commissioner Mitchell, Ms. McCain said salaries and wages were down because of the elimination of a part-time position in that office.

Buildings and Grounds increased wages and benefits and building maintenance at 285 percent due to reconfiguring past practices where Buildings and Grounds has a project that is managed by another department. We are putting all of those projects into their department fund. Items included are repairing stairs at the senior center, painting various county buildings, roof repairs, carpet replacement and structural repairs at the Sheriff and DA's offices.

Ms. McCain said that for the Sheriff's Department, there is a 22 percent increase that doesn't include additional staff requests. Other significant changes are service and supplies increased by 12 percent due to inflation, telephone, auto maintenance, fuels and tires. Travel and training are due to the sheriff improving education for staff, significant change is moving some items from enforcement supplies into maintenance agreements. Reduction in capital outlay of 40 percent. The sheriff is looking at additional grants. He would move away from Dodge Durangos to Chevy Tahoes.

Sheriff Mike Cullen said that staffing levels are down 10 positions but feels like they will be filled soon. We have a lot of people doing a lot of jobs and trying to be more efficient with different jobs. Assistant Sheriff will be full-time position to spread out chain of command with the deputies. Would like to have an administrative manager. TRIC footprint will be increased, and the Lockwood footprint will be decreased. Need an administrative manager to manage civilian personnel. Would like to add a volunteer coordinator with an increase in volunteer interest and reserved deputies, and an inmate work crew supervisor. Using weekend inmates to clean VC rather than sit in their cells. That is a part-time position. The evidence technician, as our evidence collection, cataloging needs repair. It is a full-time job for one of our sergeants. On-call coroner position for a flat rate, non-investigative type deaths. This attracts retired firefighters, police and paramedics to come out at \$75 per call.

He said he wanted to reinstitute corporal positions. With equipment, Chevy Tahoes, the Durangos have been wrecked and the cost for replacement parts is higher with the Durangos. Tahoes are recommended for police work.

Assistant Sheriff Eric Kern said the Chevy Tahoes have better ability, have more room and space, higher clearance. Durangos are less expensive when you purchase them, but parts are more expensive. Tahoe parts are easier to get.

Sheriff Cullen said Washoe County donated seven Mobile Data Terminals to Storey County and looking at getting 20 more from Carson City. Communication benefits with dispatch and other deputies are significant. They cost \$3,000 to \$4,000 each, so this is a minimal cost.

Assistant Sheriff Kern said these terminals can help the deputy run checks during traffic stops, rather than use dispatch to do it.

Sheriff Cullen said training would increase, and investigations, have a few cases that are significant, and they will be a big deal shortly. Working on clearing old cases that have undocumented portions and evidence issues. Working on partnerships with Community Chest with mental health outreach. Evidence room costs is that we have stored evidence improperly. On grants, he said he is looking for an OHV vehicle grant as well as grants for training, software, and other equipment. He said we had received grants from the Gary Sinise Foundation and United We Stand.

Commissioner Carmona – animal control. Better facilities for animal control. Sheriff Cullen said. Honey Menefee said one of the appropriation requests would include an upgraded kennel.

Community Development increase in service and supply and capital outlay. New inspector coming on. Travel and training increased 47 percent. Capital outlay is increasing for a full-time printer for TRIC office.

Community Relations, or Services, is being completely re-configured. The Business Development Officer and Community Service Coordinator will handle indigent services. It will include additional costs for travel and training. Cemetery support will be in this budget. All nonprofit support grants will be in this new department.

Ms. Menefee said Community Chest, St. Mary's Art Center, Fourth Ward School Museum, VFW, and others.

In response to a question, Mr. Osborne said murals and other items designed to promote Storey County has increased professional services, with an RFP going out soon.

Ms. McCain said Communications had an increase in subscription costs, a mobile system.

She said the Comptroller's budget will share an additional administrative assistant. Travel and training budget has also increased.

For the Senior Center, Ms. McCain said there will be an increase in auto and building maintenance and decreases in utilities and office supplies. Total department increase is 8 percent. Will add food contracts will be added later.

Ms. McCain said the Planning Department needs an additional planner and increased 48 percent.

Planning Manager Kathy Canfield said the Master Plan Update and an in-depth look at housing would require more professional services. Also, roads, parking, and other issues that may require outside assistance. Water and flooding projects, the water resource plan, drainage master plan.

Mr. Osborne said a housing needs analysis was needed to accommodate the region.

Ms. McCain said the General Fund had an excess revenue of \$1.2 million. Ending fund balance reduced 43 percent or \$11 million.

Road Fund will have increase 30 percent revenues, but there is a \$1 million transfer in. A \$218,000 gas tax estimate from Taxation, increasing to \$600,000. Expenses increasing 69 percent due to health insurance increases, two additional full time and part time employees. Increase in training and traffic signal maintenance expense account. We need to spend the money. There are two traffic signals in TRIC. State is to reimburse the county for any expense over \$2,500. Road cost, Culvert replacement, K-Rails and other equipment are needed. She said changes are expected. In Capital Outlay there is an increase of 83 percent, semi-truck turnaround at the bottom of Six Mile Canyon Road, Culvert replacements, K-rails for Cartwright, and 50 percent of Farr West CIP paying for roads in Virginia City.

Equipment acquisitions include two community development trucks, one pickup, three sheriff's vehicles. Two insurance replacements, snowblower for justice center and IT buildings. Ending fund balance will decrease 8 percent.

She listed capital projects for Lockwood and Virginia City projects, which will roll over to the next fiscal year, including the Lockwood Senior Center, a Lockwood dog park, Courthouse fence repair and Justice Court parking lot, Station 72. Most of this is due to the weather. New projects with federal appropriations are Station 71, Lockwood Senior Center, and Fairgrounds project. Other new projects include Courthouse security, generators, TRIC center remodeling, Virginia City Senior Center, cameras, fire stations technical upgrades. Increase of 2 percent in ending fund balance. Infrastructure Fund will be 50 percent of Farr West CIP, portion of Lockwood substation and water system. Ending fund balance will go from \$1.7 million to \$1.2 million. VC rail fund must be related to the railway in Storey County. VC Freight Depot, a ramp at the Gold Hill Depot, and a payment to the V&T Railway Commission of \$250,000.

VCTC budget is close to balanced with \$29,000 of excess revenue. Piper's Opera House budget is still falling short of their operational cost, \$230,000 expenses to be paid by a transfer from the general fund.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the 2023-2024 Storey County Tentative Budget for submission to the Nevada Department of Taxation as presented. **Seconded by:** Jay Carmona. **Vote:** Motion passes 2-0.

28. DISCUSSION/FOR POSSIBLE ACTION: Discussion and possible action to accept assignment of lease of property within the Silver Terrace cemeteries from Comstock Cemetery Foundation (CCF) which is presently leased to CCF for 99 years for \$1 per year by Consolidated Virginia Mining Company (CVMC). CVMC will include in the lease additional property within is an as yet undefined area of cemetery property to be known as the Eastern Extended Lands (EEL). In order to define the area being included in the assigned lease the County will conduct a survey of a portion of the Ohio Relocation and March Fraction mining claims belonging to CVMC to be made at County's expense in an approximate amount of \$30,000.

Mr. Loomis said the CCF received a lease from the mining company, and there was a survey requirement. The MOU with the CCF provides for the county to pay for this. The county is subject to the same requirements as the CCF would have been. The mining company will deed the property to the county and retain the mineral rights.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the acceptance of the assignment of the lease between CCF and CVMC from CCF and authorize the County to survey a portion of the Ohio Relocation and March Fraction mining claims to be included in the assigned lease for an amount not to exceed \$30,000.00 and authorize the Chairman to sign. **Seconded by:** Jay Carmona. **Vote:** Motion passes 2-0.

29. RECESS TO CONVENE AT THE STOREY COUNTY WATER AND SEWER BOARD

30. DISCUSSION/FOR POSSIBLE ACTION: Review and possible approval of the 2023-2024 Storey County Water and Sewer Tentative Budget for submission to the Nevada Department of Taxation.

Ms. McCain said that the Water and Sewer District requested another operator. The split could change from 30 percent Water and 70 percent Sewer. Water Fund increase is projected to be 9 percent. Revenues are \$752,000, slightly under expenses and the bond payment. There will be a decrease in the ending fund balance of \$45,000. Increases are in wages and plant maintenance as well as utilities contractors. Changes in the fund include changes in contracts with plant operators, since the plant needs upgrades. Revenues in the sewer fund

increased 6 percent due to the rate increase. It will also receive a transfer of \$200,000 from the infrastructure fund. Expenses are to increase 32 percent. Other increases are utilities, lab fees, and inflation. Revenues are at \$471,000 and operating expenses are \$418,000, giving the fund a base to grow.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the 2023-2024 Storey County Water and Sewer Tentative Budget for submission to the Nevada Department of Taxation as presented. **Seconded by** Jay Carmona. **Vote:** Motion passes 2-0.

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

32. DISCUSSION/FOR POSSIBLE ACTION: For consideration and possible approval of business license second readings:

- A. Custom Sign Service LLC – Contractor / 3350 Centennial Park Dr. ~ Carson City, NV
- B. RAD Pizza – Out of County / 825 Delucchi Ln. Apt. 1168 ~ Reno, NV
- C. Sean Craig’s Plumbing LLC – Contractor / 3231 N. Decatur Blvd. Ste 225 Las Vegas, NV
- D. Supreme Plumbing LLC – Contractor / 395 Freeport Blvd. Ste. 8 ~ Sparks, NV
- E. Westex Consulting Engineers, LLC – Professional / 220 S. Rock Ste. 12 ~ Reno, NV

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the second readings of business licenses listed as A-E. **Seconded by:** Jay Carmona. **Vote:** Motion passes 2-0.

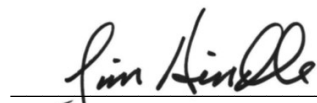
33. PUBLIC COMMENT (No Action)

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

Commissioner Carmona adjourned the meeting at 1:40 p.m.

35. CALL TO ORDER CLOSED SESSION MEETING PURSUANT TO NRS 288.220 FOR THE PURPOSE OF CONFERRING WITH THE STOREY COUNTY FIRE DISTRICT CHIEF AND LEGAL COUNSEL REGARDING LABOR NEGOTIATIONS WITH THE STOREY COUTNY FIREFIGHTERS' ASSOCIATION IAFF LOCAL 4227

Respectfully submitted,



Jim Hindle
Clerk & Treasurer



Board of Storey County Commissioners Agenda Action Report

Meeting date: 6/6/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the minutes from the April 18th, 2023, meeting.
- **Recommended motion:** Approve or amend as necessary
- **Prepared by:** Jim Hindle

Department: **Contact Number:** 17758470969

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

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

4/18/2023 4:00 PM
26 SOUTH B STREET, VIRGINIA CITY, NV

MEETING MINUTES

JAY CARMONA
CHAIRMAN

CLAY MITCHELL
VICE-CHAIRMAN

LANCE GILMAN
COMMISSIONER

ANNE LANGER
DISTRICT ATTORNEY

JIM HINDLE
CLERK-TREASURER

Roll Call: Commission Chairman Jay Carmona, Commission Vice-Chair Clay Mitchell, Commissioner Lance Gilman, Recorder Dru McPherson, Sheriff Mike Cullen, County Manager Austin Osborne, Deputy District Attorney Keith Loomis, Comptroller Jennifer McCain, IT Director James Deane, Fire Chief Jeremy Loncar, Public Works Director Jason Wierzbicki, Operations and Project Manager Mike Northan, Communications Director Becky Parsons, Business Development Manager Lara Mather, Community Relations Director Honey Menefee, Community Development Director Pete Renaud, Senior Center Director Stacy York, VCTC Director Todd Tuttle, Human Resources Director Mitzi Carter

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

Commissioner Carmona called the meeting to order at 10:02

2. PLEDGE OF ALLEGIANCE

3. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval of the agenda for the April 18, 2023, meeting.

County Manager Osborne asked to move item #14 to right after item #12 and continue number 9 to the May 2, 2023, meeting.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve today's agenda with noted changes of moving Item 14 directly after Item 12 and continuing item 14 to the May 2, 2023, meeting.
Seconded by: Lance Gilman. **Vote:** Motion passes unanimously

4. CONSENT AGENDA FOR POSSIBLE ACTION:

I. 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

II. Approval of claims in the amount of \$1,039,097.49

III. Justice Court Quarterly Report

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the Consent Agenda as presented.
Seconded by: Lance Gilman. **Vote:** Motion passes unanimously

5. PUBLIC COMMENT (No Action)

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

Sheriff Mike Cullen.

- Storey County Deputies are joining forces with other agencies to focus on distracted driving and will hold an event May 13 at the Ron Wood Family Center and May 27 at the Silverland Parking Lot, to check car safety seats.

Public Works Director Jason Wierzbicki

- Taylor Street was open to pedestrian traffic only.

Mike Northan, Operations Projects coordinator

- The Engineering proposal to address the sinkhole in the ballfield is pending review and approval.
- Work will begin this week on Station 72 project.

Communications Director Becky Parsons

- Communications is down one person. Applications are on the Storey County web site under Human Resources/Job Openings. Call 775-847-0986.

Business Development Officer Lara Mather

- Four projects have been approved for Congressional funding for 2024-2025: The Gold Hill Collections system project, the Comstock Historic District Pedestrian Walkway Safety Efforts, the Sheriff's Office Substation in TRI, and a Public Safety Complex.
- The grant requires proof we have discussed these grants and Honey will handle 7 federal grants at once.
- State Emergency Response Commission grants were submitted, covering operations, planning, training, and equipment. Hazmat response equipment is planned for the Fire District and another grant will apply to response to terrorism.

Community Relations Director Honey Menefee

- Work is proceeding on grants for the Fairgrounds, the Lockwood Senior Center, and the Fire Station site.

Tourism Director Todd Tuttle

- The father-daughter dance was a success and may expand.
- The Mark Twain train will bring more than 200 people to town this Saturday.
- The Grand Prix is April 29-30, and the Chili Cookoff is May 20-21.

Recorder Dru McPherson

- The Recorder's Office has completed their software upgrade to the Cloud.

IT Director James Deane

- AT&T is putting in a new Switch fiber line which will save \$400/month.

Human Resources Director Mitzi Carter

- The Open Wellness period for supplemental insurance for employees is going on through April 26. open wellness period for supplemental insurance. through April 26. must get in to be effective on May 1. no changes to medical coverage, dental coverage moving back to Cigna and stay the same. no changes to vision or life insurance. 2 virtual meetings today and tomorrow. One in-person meeting at slammer on 21st at 10 a.m.

Community Development Director Pete Renaud

- He is asking owners of historic buildings to inspect their properties for falling bricks, facades, and other materials.

Senior Center Director Stacy York

- The Senior Center in Lockwood will have a Covid, and flu shot clinic from 9 to 11 am. on Thursday.

Deputy District Attorney Keith Loomis

- The office received a public records request regarding the contract which involves a purification system for potable water, which was handled as an emergency issue.

County Manager Austin Osborne

- Emergency Management Director Mike Bullain is continuing to work with state and public entities to assess damage. This is still a state of emergency.

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

Commissioner Jay Carmona said the Virginia City Silver Circuits, a robotics team, would be competing at the World Championships in Houston this week.

8. DISCUSSION ONLY: 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.

Karen Gysen, head of the 109 Ladies, described her all-volunteer organization as 10-12 women who dress in Victorian costumes and raise funds to benefit Storey County's children, including school programs, Community Chest Programs, the robotics team, scholarships, and other programs. 1 stands for the mission, 0 stands for no excuses and 9 is for the 9 original members. They have raised \$122,000 since 2014. They are combining with the 601 Vigilance Committee to hold a barbecue on July 1 at the V&T Freight Depot, with raffles and other attractions. The Commissioners all praised the 109 Ladies.

Public Comment: Ms. Menefee offered her card to Ms. Gysen. The commissioners congratulated the group on its efforts.

10. DISCUSSION/FOR POSSIBLE ACTION: 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.

Planning Manager Cathy Canfield said this request is for a propane railcar storage facility on Waltham Way, adjacent to TRI. to install lines to load propane for rail cars and a transloading facility. She said NDEP and the State Fire Marshal were contacted, and NDEP was working with the applicant. This was approved by the Planning Commission, and there were no objections raised by neighbors. She said the project does not involve permanent storage of propane, just temporary storage for cars to be loaded onsite. Planning Department findings can be located beginning on Page 43 of the packet for the BOC meeting of April 18, 2023.

Public Comment: None

Motion: In accordance with the recommendation by staff and by 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 Mitchell, 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) 04-091-90. **Seconded by:** Lance Gilman. **Vote:** Motion passes unanimously.

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

Ms. Canfield said this is where the sewer treatment facility is, as well as. one 2-acre site school district owns. The rezoning to Public will allow for flexibility with the schools and the counties, and this would allow for parcel mapping. No actual project is being proposed, the zoning will be to match existing land use. Forestry zoning now does not allow for this, and public zoning matches the existing uses. Findings can be located on Page 72 of the BoCC packet beginning on Page 72.

Public Comment: None

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 Mitchell, 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. **Seconded by:** Lance Gilman. **Vote:** Motion passes unanimously.

- 12. DISCUSSION/FOR POSSIBLE ACTION:** Update, discussion, and provide direction to county staff and lobbyists regarding upcoming bills and legislation affecting Storey County including, but not limited to, 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.

County Manager Austin Osborne said April 14 was the last day bills had to be heard in committee, any bills not heard have died. Bills impacting Storey County which have died include SB432, which would have taken 80 percent of Tesla abatement funds from the county; SB304, which required fire districts to meet NFPA requirements. 250 bills died, about 400 more expected to die on floor. AB143 Lands Bill passed so it is onto the floor and does not have any issues. SB304 changing requirements to meet NFPA requirements, this bill died. AB47, off highway vehicle bill passed and continuing to allow counties to decide about OHVs on roads.

Commissioner Mitchell said the main point is to allow counties to designate trails along highways.

Mr. Osborne said that died and it did not get introduced in committee to be exempt from deadlines. The county staff and lobbyists are watching other bills that deal with abatements, including SB 394, which states that any abatement over \$500,000 would go back to the legislature. It did pass to committee and will go to the floor, but it is on track for a veto.

AB63, the highway bill, died, did not make it through committee. NDOT and others had fiscal notes that caused this to happen. SB81, the regional discussions bill, did pass and expect to make it to the floor and to the governor's office. Some of the amendments include the Senate Majority Leader and the Assembly Majority Leader will decide who will be on the committees. Some of the wording in AB63 could be merged into SB81 and possible county could take a neutral position. This is different than what we have taken in the past.

Commissioner Gilman said he was very disappointed in the highway bill, and the county should work to see SB81 die. He said there could be serious repercussions. Commissioner Carmona asked if there was any real hope of getting wording from AB63 into SB81, and Mr. Osborne said adding wording of AB63 to SB83 changes the dynamic. The positive is that more people are discussing I80, but SB81 is still a problem and something to be concerned about. Mr. Gilman said SB81 could cause a lot of the ideas that were in SB432 to become reality, as any board Storey County has a minority interest in will delay projects in the future. He said he is opposed to SB81.

Mr. Osborne said there was a lot of support for AB63, that if the board decided to remain opposed to SB81, I don't think there - there was a lot of support for 63. If this board were to decide to stay opposed to 81, there are folks to try to get 63 into 81 and it could put county in better position being against 81. Commissioner Mitchell opposed the county changing its position at this point.

Public Comment: Hugh Gallagher concurred with Commissioner Gilman. He said Skip Daley is not our friend. We will be in a minority position. Have this thing die at all costs.

Motion: I, Commissioner Mitchell, move to direct staff to continue their efforts in support or opposition of various bills as we discussed, specifically to support AB143 and AB47, to continue opposition to SB81 and to monitor SB394. **Seconded by:** Lance Gilman. **Vote:** Motion passed unanimously.

14. DISCUSSION/FOR POSSIBLE ACTION: Consideration and possible approval to proclaim May 2023 as the Nevada Wildfire Awareness Campaign in Storey County.

Community Relations Director Honey Menefee said wildfire-prone communities have conducted wildfire awareness campaigns.

Megan Kay, outreach coordinator UNR Wildfire program of UNR extension program, said she wants to empower residents to mitigate the risk of wildfires, and that large wildfires happen a year or two after lots of precipitation.

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve move to approve the proclamation of May2023 as the Nevada Wildfire Awareness Campaign in Storey County. **Seconded by:** Lance Gilman. **Vote:** Motion passes unanimously

Ms. Menefee read the proclamation. Photo was taken.

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

15. DISCUSSION/FOR 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.

Chief Loncar said this is the final approval of the Capital Improvement Plan for the FY2023-2024 Fire Protection District. Recent additions include a district mechanic and vehicle and the shop. This winter opened our eyes. The district wants a side-by-side, a wheeled skidster loader and a new loader at 72. The district is changing current fuels from being NVEnergy funded to district funding. moving staff under county funding offers security for staff.

Commissioner Mitchell asked how confident the chief was to support the additional expansions to the fire district, and Chief Loncar said it is difficult, but TRI is a challenge, and we are focusing on that. You will pay for six new staff this year; it is a cost we build on every year. He won't say 100 percent we can follow it to the letter, but we can adapt and bring it back to the board.

Public Comment: None

Motion: I, Fire Commissioner Mitchell, move 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.

Seconded by: Lance Gilman. **Vote:** Motion passes unanimously

16. DISCUSSION ONLY: Storey County Fire District 2022-2023 Budget vs Actuals for the 3rd Quarter.

Comptroller Jennifer McCain said that after 75 percent of the year gone, revenues for the 3rd quarter show that the Fire General Fund has collected 126 percent of expected revenues. She also said that for expenses, there is 34 percent left available and for wages and benefits, there are 26 percent left available.

Public Comment: None

17. DISCUSSION ONLY: Storey County Fire District 2023-2024 budget updates.

Ms. McCain said she will accept changes to the tentative budget until May 1, and the BOC will have it on May 16. No changes have been made outside the Collective Bargaining Agreement which has yet to be finalized.

In response to a question by Commissioner Mitchell, Chief Loncar said the Mutual Aid Fund was an “in and out” fund through our partnerships and we can get those resources here for free for 24 hours.

Public Comment: None

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

19. DISCUSSION ONLY: Storey County 2022-2023 Fiscal Year Budget vs Actual review for the 3rd quarter.

Ms. McCain said for the county’s 3rd quarter review, there is nothing alarming and everything is trending where excepted with a few exceptions.

She said revenues have increased 114 percent and ad valorem has reached 100 percent. In expenses, departments are trending at below, with 30 and 40 percents left. Buildings and Grounds, the Commissioners the Sheriff’s Office are at 25 percent or less and may have to be augmented, and Capital Outlay may have to augmented for the jail. In Communications overtime caused a 193 percent of the budgeted amount. The county will look at ways to cut overtime, but Communications is a 24/7 operation. In response to a question by Commissioner Gilman, Ms. McCain said they were considering a person for an on-call position, but for that department it was better to have someone with a regular schedule. Other line items are over budget, but department heads are compensating by not using funds in different line items.

County Manager Austin Osborne said part-time workers were tried, but that created other issues, and the county is still working on ways to handle it. The increase in the AFSCME CBA has caused increases in wages and benefits for other departments, Mc. McCain said.

Ms. McCain said that Roads revenue has 9 percent to collect, with spending due to gas and diesel tax and the AFSCME contract being finalized late. Capital Outlays has 98 percent available. Capital Projects include the TRI building re-roofing, VCH Fire Station base, and the Lockwood Senior Center, among others, have begun, but many projects have been delayed due to the weather. TRI Payback fund will have to be augmented as the 2020-2021 audit was higher than we were expecting.

Public Comment: None

20. DISCUSSION ONLY: Storey County 2023-2024 budget update.

Ms. McCain said the tentative budget was submitted to Taxation on Friday, and May 1 is the deadline for budget changes. Changes in the General Fund include approval of the sheriff's union's CBA. Total changes for the sheriff's office are about \$142,000, or an increase of 2.2 percent. Clerk-Treasurer's Office has an increase for elections of \$11,000. Community Relations has an increase of \$1,411 with the cemetery foundation agreement, revenues collected from sale of plots will be split, with two separate savings plans. The Planning Department needs to do a housing needs assessment of \$102,000, and the increase is 1.2 percent, decreasing our revenue to expense from \$1.2 million to \$900,000 and reducing the ending fund balance to 1.2 percent.

She said the Roads Special Fund updates retiree insurance missed in the tentative budget with increase of 1.5 percent, with equipment acquisition having the same issue. She said an additional snowblower would be beneficial, and that would increase the budget by \$212,000 or 12 percent.

Ms. McCain said that for Capital Projects, a land purchase of \$128,000 for Station 71 has been added, A roof repair for the VC Rail Project was budgeted at \$1 million which falls within the Rail Projects Plan. It will reduce the end balance to \$873,000.

Mr. Osborne said just because things are budgeted, such as the V&T Depot roof, has to be spent. We need to wait for the Legislature.

Public Comment: None

21. DISCUSSION/FOR POSSIBLE ACTION: 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.

Community Relations Director Honey Menefee said that this is needed to obtain grants already approved for the Lockwood Senior and Community Center project. She said HUD, which is funding the project, requires an environmental report, necessary the release of funds from the grant.

Public Comment: None

Motion: I, Commissioner Mitchell, 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. **Seconded by:** Lance Gilman. **Vote:** Motion passes unanimously.

Mr. Osborne asked instead of moving to the Water and Sewer Board, if Ms. Menefee could finish her items and then go to Item 26. Commissioner Carmona agreed.

- 22. DISCUSSION/FOR POSSIBLE ACTION:** 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.

Ms. Menefee said that this was required to complete the USDA application requirements for federal funding of Fire Station 71 in Virginia City. She said 7 percent has been added to the amount due to inflation and will get updated quotes.

Public Comment: None

Motion: I, Commissioner Mitchell, 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. **Seconded by:** Lance Gilman. **Vote:** Motion passes unanimously

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

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

Assistant District Attorney Keith Loomis said this firm is retaining clients to address new state and/or federal regulations, the impacts of which are not yet known, as the regulations have not been implemented or even articulated. The firm's goal is to recoup the cost water and sewer districts will have to incur to comply with the new unstated regulation. He said in 2021 a bill passed in the Legislature requiring the NDEP to a study, but they have not issued a report. Mr. Loomis said signing up with this firm will be in case the Sewer and Water District wants to pursue litigation to recoup the cost to eliminate chemicals.

Public Works Director Jason Wierzbicki said that the Nevada Rural Water Association advised him of steps the EPA was taking for mitigation of PFAs, or per- and polyfluoroalkyl substances known as "forever chemicals." He said the EPA was proposing to establish mitigation from PFAs in drinking water, but as of now they do not have actual guidelines. Mr. Wierzbicki said the county's filtration plant will need heavy modifications, depending on the guidelines. The law firm is preparing for a class-action suit to pay for the testing and mitigation of these chemicals and is reaching out to municipal water companies. He said it could help save our ratepayers money as they would not have to fund all of it.

Mr. Loomis said there was no negative to joining this except that the firm would get 25 percent of a settlement or judgement for their attorneys' fees. He said it was similar to the opioid settlement except this will be for the cost of mitigating PFAs upfront.

Commissioner Mitchell said the county was part of the opioid settlement but not part of the lawsuit, and wondered how much of it is ambulance chasing. He expressed concern about the county's reputation for being business friendly. He asked if there was a time limit on joining the case.

Commissioner Carmona said this substance is in many items, including food wrappers, and the law firm seems to be picking an easy target. He said he didn't want to be in any class-action lawsuit.

Mr. Wierzbicki said that the issue is already in negotiations with manufacturers and the testing could cost several thousands of dollars, with remediation costing hundreds of thousands of dollars, depending on what EPA decides to do by the end of the year. He said it affects everything, including ground and surface water, such as Marlette Lake.

Commissioners Mitchell and Carmona expressed the desire to revisit the issue at a later time. Commissioner Gilman said we need to make the best decision for our ratepayers.

Public Comment: None

Motion: I, Commissioner Mitchell, move to continue this item and request that Public Works and the DA's Office continue to monitor this and bring it back to us for reconsideration upon any significant development in this particular case. **Seconded by:** Lance Gilman. **Vote:** Motion passes unanimously

24. DISCUSSION ONLY: Storey County Water and Sewer 2022-2023 Fiscal budget review for the 3rd quarter.

Comptroller McCain said that with 75 percent of the fiscal year past, water charges are at 75 percent collected. Late fees are collected at 100 percent. Expenses have 30 percent across all aspects of the budget. Sewer funds are collected at 90 percent and expenses are about 70 percent spent and 30 percent of wages left available.

Public Comment: None

25. DISCUSSION ONLY: Storey County Water & Sewer 2023-2024 budget update.

Ms. McCain said retirement insurance is at \$4,8000 showing a less than 1 percent increase. She said with the water fund already in deficit, this could make a difference and is working with Public Works to make sure they do not deplete their fund balance.

Public Comment: None

27. RECESS TO CONVENE AS THE STOREY COUNTY HIGHWAY BOARD

28. DISCUSSION/FOR POSSIBLE ACTION: 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.

Mr. Wierzbicki said that Sierra Nevada Construction was the lower bidder and will provide a 20-year road on Electric Avenue. In response to a question by Commissioner Gilman, Mr. Wierzbicki said Tesla will pay \$2,770,777.

Public Comment: None

Motion: I, Commissioner Mitchell, move to accept the bid from Sierra Nevada Construction for the Electric Avenue rehabilitation in an amount not to exceed \$4,212,967.70. **Seconded by:** Lance Gilman. **Vote:** Motion passes unanimously

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

30. DISCUSSION/FOR POSSIBLE ACTION: 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.

Ms. Menefee said this will provide senior citizens and Hillside lunches, community space, health nurse office, warming kitchen, electronic medical equipment, and food program. Also, it will include food stored for the food pantry, portable and permanent generators.

Public Comment: None

Motion: I, Commissioner Mitchell, 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. **Seconded by:** Lance Gilman. **Vote:** Motion passes unanimously

- 31. DISCUSSION/FOR POSSIBLE ACTION:** 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.

Mr. Osborne said this is a license agreement for a commercial communication tower that would hold multiple carriers, similar to the Monopine in the Highlands. The leases will be \$1,800 per month, and \$1,900 per month for AT&T, and a 3 percent annual fee. This is consistent with other contracts in the county.

Public Comment: None

Motion: I, Commissioner Mitchell, move to 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. I will amend my motion to include the agreement that was discussed in the meeting today. **Seconded by:** Lance Gilman. **Vote:** Motion passes unanimously

- 32. DISCUSSION/FOR POSSIBLE ACTION:** 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

Public Comment: None

Motion: I, Commissioner Mitchell, move to approve the second reading of business licenses under item 32 listed as A through O. **Seconded by:** Lance Gilman. **Vote:** Motion passes unanimously

33. PUBLIC COMMENT (No Action)

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

Commissioner Carmona adjourned the meeting at 1:01 p.m.

Respectfully submitted,



Jim Hindle
Clerk-Treasurer



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 6/6/2023 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. Alamon Inc. – Contractor / 315 W. Idaho ~ Kalispell, MT
- B. Bates Construction Services – Contractor / 136 S. Rainbow Dr ~ Dayton, NV
- C. Beach & Sons Mechanical Inc – Contractor / 1418-B Industrial Way ~ Gardnerville, NV
- D. Endured Builders – Contractor / 690 Stock Ln., ~ Fernley, NV
- E. Kleinfelder Inc. – Professional / 771 First Ave. Ste 400 ~ San Diego, CA
- F. Mass Electric Construction Co. – Contractor / 1550 Mike Faney St. ~ Omaha, NE
- G. Peachy Clean – Out of County / 23 Adair Dr. ~ Carson City, NV
- H. Reliant Tower – Contractor / 2428 Palisades Dr. ~ Corona, CA
- **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:**

<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

May 29, 2023
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **June 6, 2023**

COMMISSIONERS Consent Agenda:

FIRST READINGS:

- A. Alamon Inc.** – Contractor / 315 W. Idaho ~ Kalispell, MT
- B. Bates Construction Services** – Contractor / 136 S. Rainbow Dr ~ Dayton, NV
- C. Beach & Sons Mechanical Inc** – Contractor / 1418-B Industrial Way ~ Gardnerville, NV
- D. Endured Builders** – Contractor / 690 Stock Ln., ~ Fernley, NV
- E. Kleinfelder Inc.** – Professional / 771 First Ave. Ste 400 ~ San Diego, CA
- F. Mass Electric Construction Co.** – Contractor / 1550 Mike Faney St. ~ Omaha, NE
- G. Peachy Clean** – Out of County / 23 Adair Dr. ~ Carson City, NV
- H. Reliant Tower** – Contractor / 2428 Palisades Dr. ~ Corona, CA

Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office



Storey County Board of Highway Commissioners Agenda Action Report

**Meeting date: 6/6/2023 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 10

Agenda Item Type: Discussion/Possible Action

- **Title:** Public Hearing on proposed Resolutions 23-681 and 23-682 as described:
Resolution 23-681 proposes the identification of Unnamed; Storey County Road Number 950035 (2 Segments); commonly known as Unnamed (Segment 1); road length 8,157 feet (1.54 Miles) Overall Average Disturbed Width: Approximately fourteen (14) feet as a minor county road; and (Segment 2); road length 4,089 feet (.77 Miles) Overall Average Disturbed Width: Approximately fourteen (14) feet, located in Township 17 N, Range 22 East, Within Sections 10 and 14, located on BLM property in the vicinity of Neigh Road, north of Hwy 50 and east of Flowery Peak and the Basalite Mine facility in Storey County. It is proposed that the road be identified as a minor county road. The effect of identifying the road as a minor county road is to identify it as a public road, available for public use but not maintained by Storey County. It must be used by the public at its own risk.
- Resolution 23-682 proposes the identification of Unnamed; Storey County Road Number 951030; commonly known as Unnamed; road length 2,208 feet (0.42 Miles) Overall Average Disturbed Width: Approximately eight (8) feet located in Township 17 N, Range 22 East, Within Section 16, located on BLM property in the vicinity of Sutro Springs Road and Pinenut Road, east of the Basalite Mine facility and west of Flowery Peak in Storey County. It is proposed that the road be identified as a minor county road. The effect of identifying the road as a minor county road is to identify it as a public road, available for public use but not maintained by Storey County. It must be used by the public at its own risk.
- **Recommended motion:** I (commissioner) move to close the public hearing on the proposed Resolutions 23-681 and 23-682.
- **Prepared by:** Lyndi Renaud

Department:

Contact Number: 775-847-1144

- **Staff Summary:** A public hearing is required to consider public input on proposed Resolutions 23-681 and Resolution 23-682 to consider establishing minor county roads identified as County Road Numbers 950035 and 951030, as minor county roads per Nevada Revised Statutes 403.170 and 405.191.
- **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 Highway Commissioners

From: Storey County Planning Department

Meeting Date: June 6, 2023

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

Staff Contact: Kathy Canfield

Request: RESOLUTION 23-681 establishing a minor county public road identified as Unnamed, County Road Number 950035 (two segments), pursuant to Nevada Revised Statutes 403.170 and 405.191.

Location: The road is located in the vicinity of Neigh Road, north of Highway 50 and east of Flowery Peak and the Basalite facility in Storey County, APNs 004-291-05 and 16. The roadway segments are entirely on land managed by the Bureau of Land Management. Segment 1 (northern segment) is approximately 1.54 miles in length and Segment 2 (southern segment) is approximately 0.77 miles in length.

Background & Analysis

Storey County has commenced the process of identifying existing public access roadways located on public land. Nevada Revised Statutes Section 405.191 identifies what is considered a public road. Storey County is following this definition to designate roadways that meet the following:

Any way which exists upon a right-of-way granted by Congress over public lands of the United States not reserved for public uses in chapter 262, section 8, 14 Statutes 253 (former 43 U.S.C. § 932, commonly referred to as R.S. 2477), and accepted by general public use and enjoyment before, on or after July 1, 1979. Except as otherwise provided in this subsection, each board of county commissioners may locate and determine the width of such rights-of-way and locate, open for public use and establish thereon county roads or highways, but public use alone has been and is sufficient to evidence an acceptance of the grant of a public user right-of-way pursuant to former 43 U.S.C. § 932. In a county in which a board of county highway commissioners has exclusive control of all matters relating to the construction, repairing and maintaining of public highways, roads and bridges within the county pursuant to NRS 403.090, the board of county highway commissioners may locate and determine the width of those rights-of-way and open those rights-of-way for public

use for the purpose of designating county roads pursuant to NRS 403.170 or taking any other action concerning those rights-of-way pursuant to chapter 403 of NRS.

Storey County entered into a contract with Mr. Jerry Elkins to do the research on various roadway sections located within Storey County that had not previously been researched by Storey County or identified as a county-recognized road. Utilizing this research, Storey County is recognizing each roadway segment that meets the NRS Section 405.191 definition on public property. The research, map, legal description and photographs are included for each roadway segment and a Resolution recognizing the roadway segment by the Storey County Board of Highway Commissioners is generated for each segment.

Upon recordation of the Resolution, each segment of roadway will be added to the overall Storey County map of county roads and designated as a minor county road. The map will then be presented to the State of Nevada Department of Transportation as identified in NRS Section 403.190.

It should be noted that NRS 403.170(1)(c) states that county roads designated as minor county roads do not have to be maintained and it further provides that the state and county are immune from liability for damages suffered by anyone using a minor county road. The statute also does not require signage to create the immunity from liability.

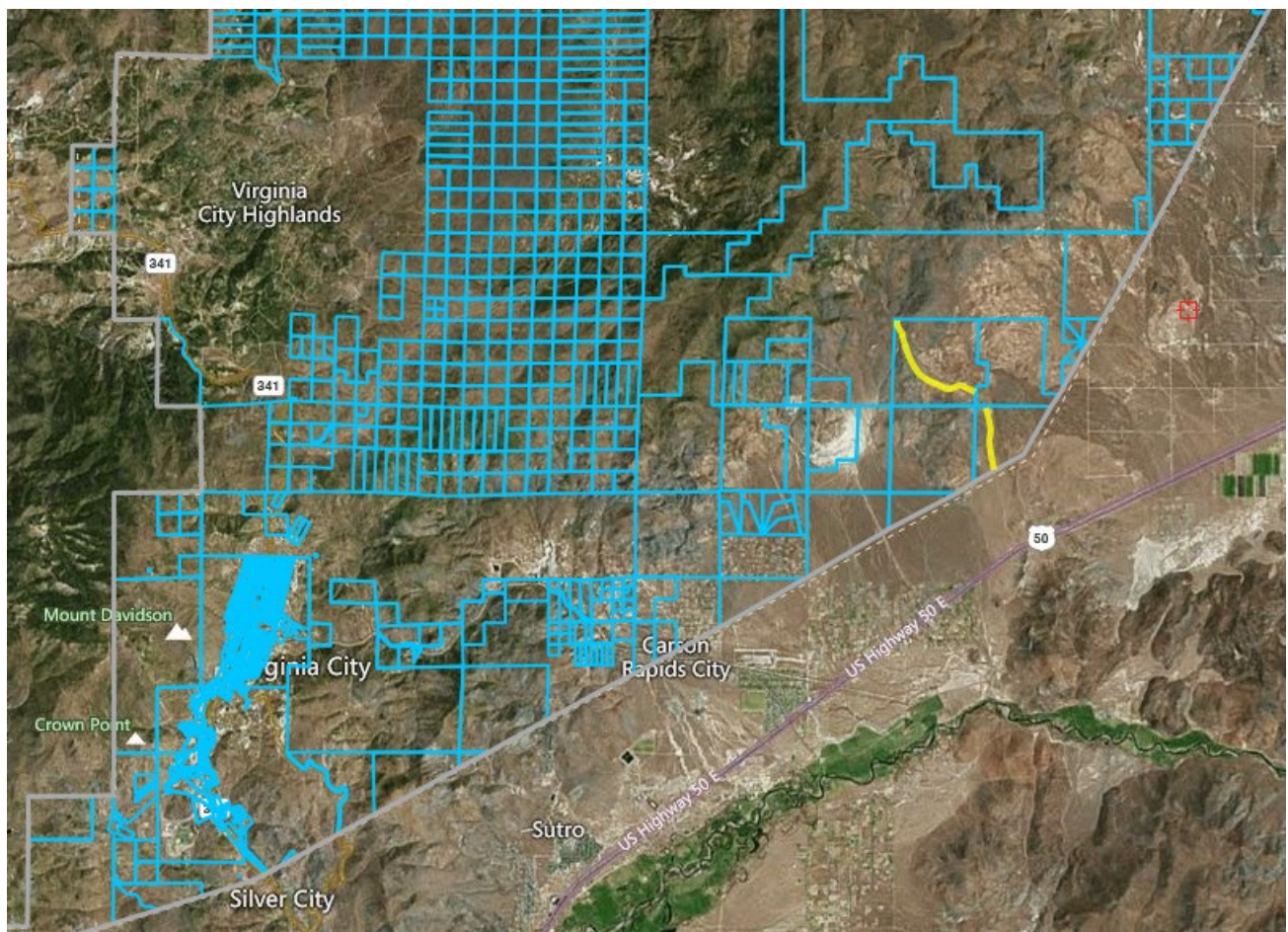
County staff are proceeding with recognizing the roadways that are located on publicly owned land only. Some of the research does include other roadway areas, including areas privately owned. If the need arises in the future, this research is anticipated to be utilized in the legal process of identifying public access across private property.

The applicable NRS sections identified in this report are attached as exhibits to this staff report.

Unnamed, County Road Number 950035

The roadway is divided into two segments located in the vicinity of Neigh Road, north of Highway 50. The segments are east of Flowery Peak and the Basalite facility in Storey County on land managed by the Bureau of Land Management, APNs 004-291-05 and 16. Segment 1 (northern segment) is approximately 1.54 miles in length and Segment 2 (southern segment) is approximately 0.77 miles in length. The effect of identifying the road as a minor county road is to identify it as a public road, available for public use but that it is not maintained by Storey County. It must be used by motorists at their own risk.

Attached to this staff report is a legal description of the Unnamed County Road Number 950035, which includes maps and photographs of the roadway. A Resolution establishing the roadway on public land as a minor public road is also attached for consideration for adoption. Staff is recommending approval of the proposed Resolution.



Yellow line indicates approximate location of the roadway segments

Suggested Motion

In accordance with the recommendation by staff, I (*commissioner*) hereby move to adopt RESOLUTION 23-681 establishing a minor county public road identified as Unnamed, County Road Number 950035, pursuant to Nevada Revised Statutes 403.170 and 405.191.

RESOLUTION 23-681

STOREY COUNTY BOARD OF HIGHWAY COMMISSIONERS
STOREY COUNTY, NEVADA

A RESOLUTION ESTABLISHING A MINOR COUNTY PUBLIC ROAD IDENTIFIED AS UNNAMED, COUNTY ROAD NUMBER 950035 (2 SEGMENTS), PURSUANT TO NEVADA REVISED STATUTES 403.170 and 405.191.

WHEREAS, in response to the urging of the Nevada Legislature in Senate Concurrent Resolution No. 6, in the 75th Legislative Session of 2009, the Storey County Board of Commissioners (Board) on February 18, 2020, approved of a project to inventory and map all roads or rights-of-way that qualify to be classified as minor county roads under Nevada law and which were granted for public use under what was formerly codified as section 2477 of the Revised Statutes of the United States, 43 U.S.C. § 932 (R.S. 2477), and which were expressly recognized and preserved when R.S. 2477 was repealed under the enactment of the Federal Land Policy and Management Act of 1976, (See § 701(a)); and

WHEREAS, the Board pursuant to NRS 405.191 is empowered to locate and determine the width of those rights-of-way and open those rights-of-way for public use for the purpose of designating county roads pursuant to NRS 403.170; and

WHEREAS, the Board pursuant to NRS 403.170 is tasked with laying out and designating roads which are neither main nor general county roads but have been established by usage, or were constructed for use by the public, and shall designate these roads as minor county roads; and

WHEREAS, the Board has examined the documents attached as Exhibit 1 and concludes that the roads or rights-of-way depicted therein qualify to be designated as minor county roads and open to the public; and

WHEREAS, pursuant to NRS 403.170 a public hearing was held on June 6, 2023;

NOW THEREFORE BE IT RESOLVED, that the Storey County Board of Highway Commissioners does hereby locate, open for public use, layout and designate the public county road right-of-way Storey County Road Number 950035 (2 Segments); commonly known as Unnamed (Segment 1); road length 8,157 feet (1.54 Miles) Overall Average Disturbed Width: Approximately fourteen (14) feet as a minor county road; and (Segment 2); road length 4,089 feet (0.77 Miles) Overall Average Disturbed Width: Approximately fourteen (14) feet.

BE IT FURTHER RESOLVED, that the Storey County Board of Highway Commissioners does hereby determine and declare that the minor county road commonly known as Unnamed; Storey County Road Number 950035 (2 Segments); commonly known as Unnamed (Segment 1); road length 8,157 feet (1.54 Miles) Overall Average Disturbed Width: Approximately fourteen (14) feet as a minor county road; and (Segment 2); road length 4,089 feet (0.77 Miles) Overall Average Disturbed Width: Approximately fourteen (14) feet as more fully described in the

attached Exhibit 1, has been: (a) established by usage or (b) was constructed for use by the public and prior to the October 21, 1976 repeal of R.S. 2477; and

BE IT FURTHER RESOLVED, that the Storey County Board of Highway Commissioners does hereby acknowledge and determine that the county minor road known as Unnamed; Storey County Road Number 950035 (2 Segments); commonly known as Unnamed (Segment 1); road length 8,157 feet (1.54 Miles) Overall Average Disturbed Width: Approximately fourteen (14) feet as a minor county road; and (Segment 2); road length 4,089 feet (0.77 Miles) Overall Average Disturbed Width: Approximately fourteen (14) feet as more fully described in the attached Exhibit 1, applies only to the segments of the road that traverse land managed by the Bureau of Land Management, United States Department of the Interior, and does not apply to segments of the road that traverse land owned by any other person or entity; and

BE IT FURTHER RESOLVED, and hereby ordered that the minor county road known as Unnamed; Storey County Road Number 950035 (2 Segments); commonly known as Unnamed (Segment 1); road length 8,157 feet (1.54 Miles) Overall Average Disturbed Width: Approximately fourteen (14) feet as a minor county road; and (Segment 2); road length 4,089 feet (0.77 Miles) Overall Average Disturbed Width: Approximately fourteen (14) feet as more fully described in the attached Exhibit 1, shall be represented on the Storey County Road Inventory as a minor road; and

BE IT FURTHER RESOLVED, and hereby ordered that the Exhibit 1, designating county minor road commonly known as Unnamed; Storey County Road Number 950035 (2 Segments); commonly known as Unnamed (Segment 1); road length 8,157 feet (1.54 Miles) Overall Average Disturbed Width: Approximately fourteen (14) feet as a minor county road; and (Segment 2); road length 4,089 feet (0.77 Miles) Overall Average Disturbed Width: Approximately fourteen (14) feet as more fully described in the attached Exhibit 1, shall be filed with the Clerk of the Storey County Board of Highway Commissioners, the Nevada Department of Transportation, and the County Recorder; and

BE IT FURTHER RESOLVED, that the Storey County Board of Highway Commissioners pursuant to Nevada Revised Statutes 403.190, does hereby declare the filing of Exhibit 1 is evidence of the existence and location of the county minor road known as Unnamed; Storey County Road Number 950035 (2 Segments); commonly known as Unnamed (Segment 1); road length 8,157 feet (1.54 Miles) Overall Average Disturbed Width: Approximately fourteen (14) feet as a minor county road; and (Segment 2); road length 4,089 feet (0.77 Miles) Overall Average Disturbed Width: Approximately fourteen (14) feet and

BE IT FURTHER RESOLVED, that the Storey County Board of Highway Commissioners pursuant to Nevada Revised Statutes 403.170 does hereby determine that no maintenance is required on minor county roads and there will be no change in the maintenance

schedule by the Storey County Public Works Department until and at such time it is determined to be necessary; and

BE IT FURTHER RESOLVED, that the Storey County Board of Highway Commissioners does hereby determine that signs indicating the road number, lack of maintenance, common name or any other informational message deemed appropriate by the Storey County Public Works Department may be placed on the county minor road commonly known as Unnamed; Storey County Road Number 950035 (2 Segments); commonly known as Unnamed (Segment 1); road length 8,157 feet (1.54 Miles) Overall Average Disturbed Width: Approximately fourteen (14) feet as a minor county road; and (Segment 2); road length 4,089 feet (0.77 Miles) Overall Average Disturbed Width: Approximately fourteen (14) feet as more fully described in the attached Exhibit 1.

This resolution shall be effective upon its adoption.

PROPOSED AND ADOPTED this ____ day of _____, 2023.

THOSE VOTING AYE: _____

THOSE VOTING NAY: _____

STOREY COUNTY BOARD OF
HIGHWAY COMMISSIONERS

By: Chairman

ATTEST:

Clerk of the Board

Beginning and Ending Points and Legal Description

The road is the monument.

Common Name: Unnamed Road

County: Storey

County Road Number: 950035

Segment 1

Beginning Latitude/Longitude: 39.360396 N, -119.508587 W

Beginning Legal Description: Township 17 N, Range 22 East, Within Section 10

Ending Latitude/Longitude: 39.348083 N, -119.490351 W

Ending Legal Description: Township 17 N, Range 22 East, Within Section 10

Total Road Segment Length (in Horizontal Distance): 8,157' (1.54
Miles) Overall Average Disturbed Width: Approximately
fourteen (14) feet.

All Projections are NAD 1983 StatePlane Nevada West FIPS 2702 Feet in Decimal Degrees

The collected centerline report for this road is in a database maintained by the Storey County GIS
Outsource Contractor.

This road provides access to other roads, private property, water rights, and mining claims or to hunting,
fishing, firewood, wildlife viewing, camping, hiking, motor vehicle recreation, mineral exploration or
other general outdoor recreation areas, or any combination thereof.

"The RS 2477 assertion is to the segments of the road that traverse land reserved and managed by the
Bureau of Land Management and US Forest Service, United States Department of the Interior and
segments of the road that traverse land owned by any other person or entity."

Beginning and Ending Points and Legal Description

The road is the monument.

Common Name: Unnamed Road

County: Storey

County Road Number: 950035

Segment 2

Beginning Latitude/Longitude: 39.346108 N, -119.489295 W

Beginning Legal Description: Township 17 N, Range 22 East, Within Section 14

Ending Latitude/Longitude: 39.335156 N, -119.487236 W

Ending Legal Description: Township 17 N, Range 22 East, Within Section 14

Total Road Segment Length (in Horizontal Distance): 4,089' (0.77
Miles) Overall Average Disturbed Width: Approximately
fourteen (14) feet.

All Projections are NAD 1983 StatePlane Nevada West FIPS 2702 Feet in Decimal Degrees

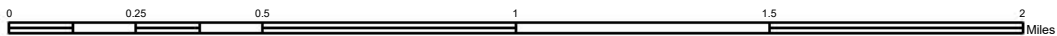
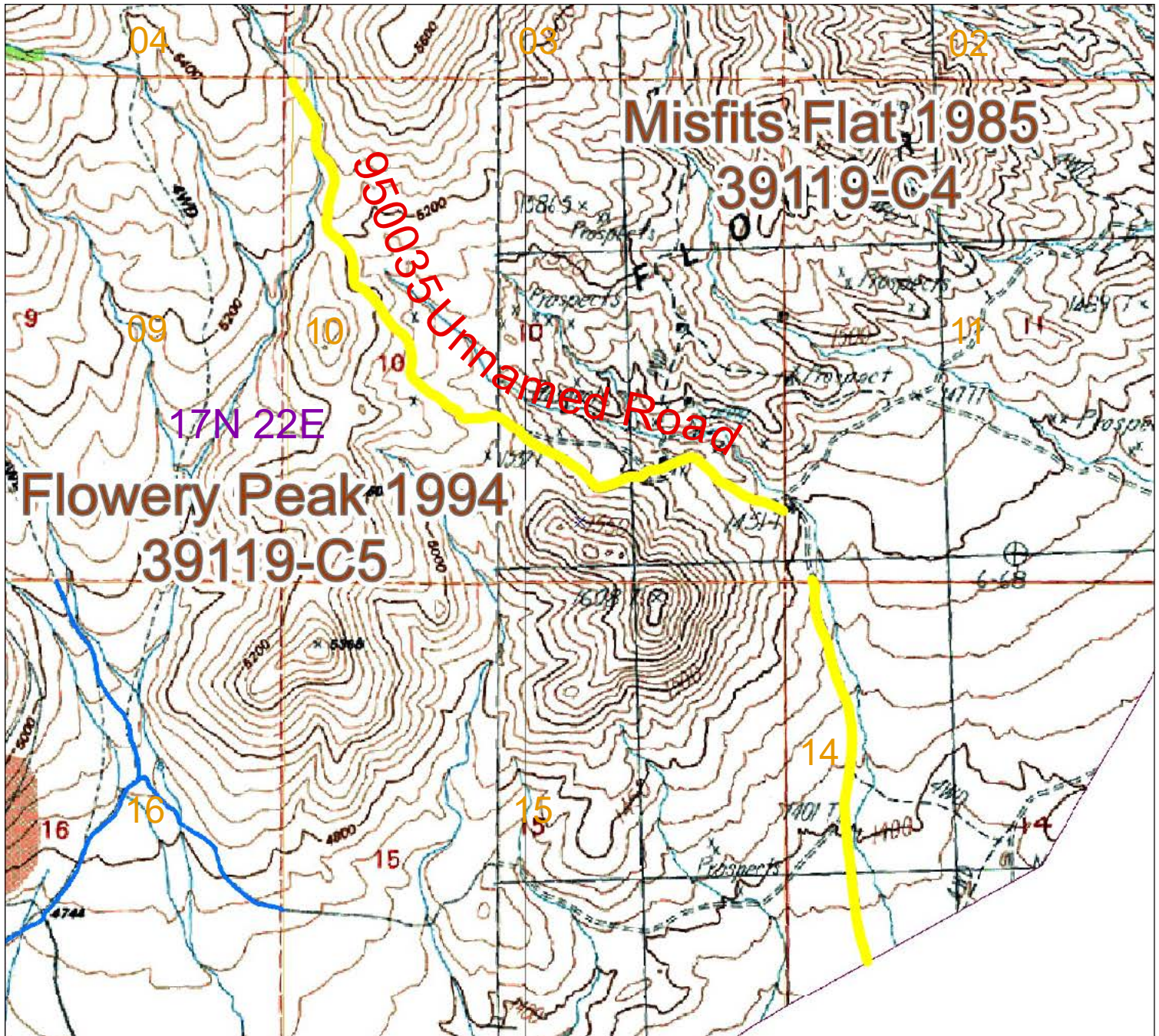
The collected centerline report for this road is in a database maintained by the Storey County GIS
Outsource Contractor.

This road provides access to other roads, private property, water rights, and mining claims or to hunting, fishing, firewood, wildlife viewing, camping, hiking, motor vehicle recreation, mineral exploration or other general outdoor recreation areas, or any combination thereof.

"The RS 2477 assertion is to the segments of the road that traverse land reserved and managed by the Bureau of Land Management and US Forest Service, United States Department of the Interior and segments of the road that traverse land owned by any other person or entity."

Locator Map

Excerpt from current USGS Topographical maps,



Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere

Map Source: Central Nevada GIS and
Cartography Services, LLC. (CNGIS)
Jerry Elkins 775-761-7777

Data Source: Base Map – USGS Topographical maps,
State and Local County Roads – supplied by Storey
County's contracted 3rd party GIS provider.
RS2477 Roads – Digitally collected by CNGIS

Date: 9/17/2020

Legend

- Subject Road
- RS2477 Roads
- Road in Process
- State and County Roads
- SIX MILE CANYON RD
- SR 341
- SR 342
- SR 439
- USGS Quadrangle Grid

950035 (1)



950035 (2)



950035 (3)



950035 (4)

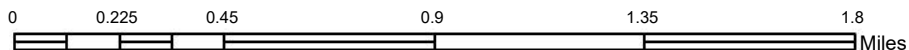
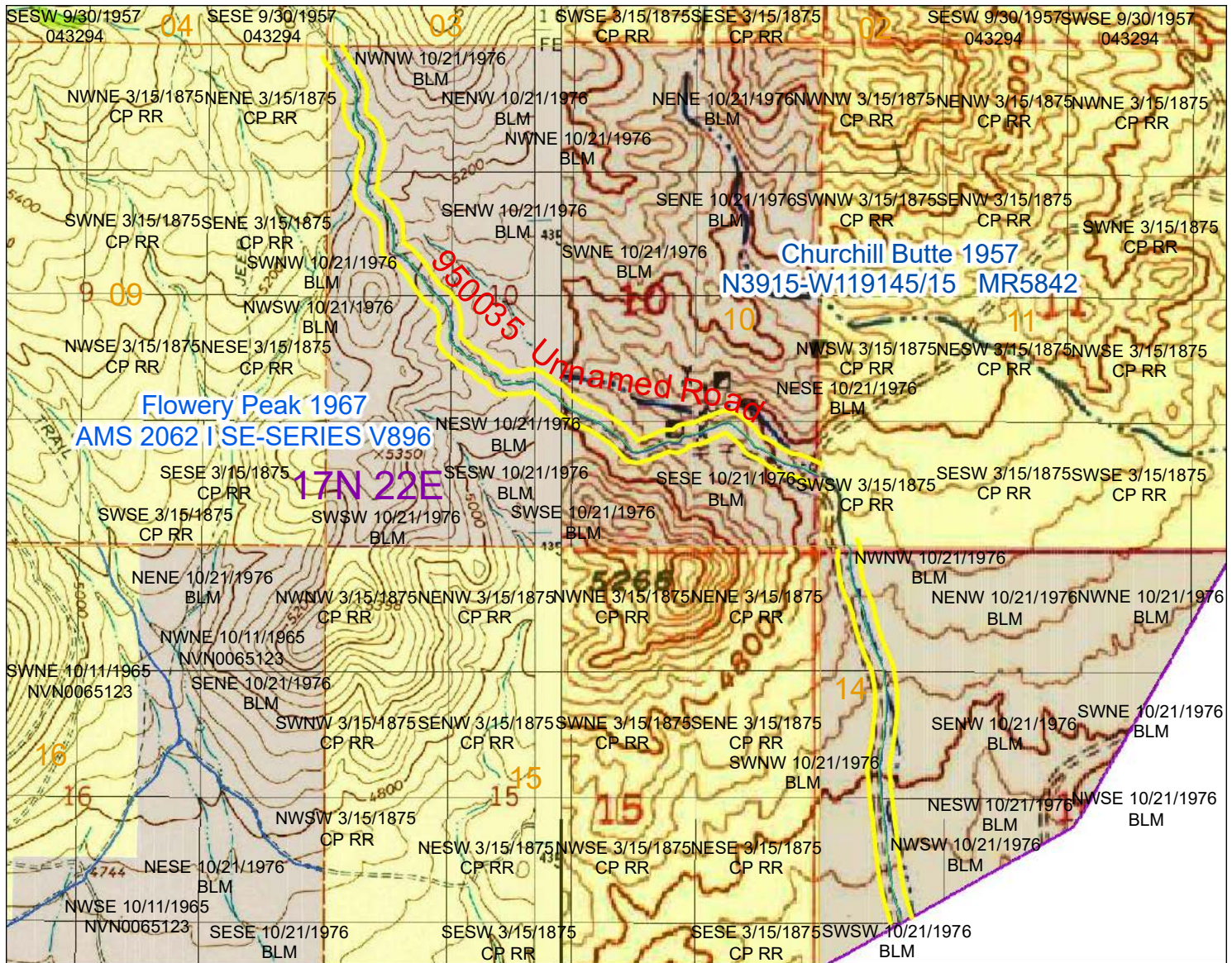


950035 (5)



Proof Map

Excerpt from historic maps: USGS Topographical maps,
GLO Survey maps, BLM Surface Management maps,
various State and NDOT transportation maps



Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere

Map Source: Central Nevada GIS and
Cartography Services, LLC. (CNGIS)
Jerry Elkins 775-761-7777

Data Source: Base Map – USGS Topographical maps,
GLO Survey maps, BLM Surface Management maps,
various historic State and NDOT Transportation
maps.

State and Local County Roads – supplied by Storey
County's contracted 3rd party GIS provider.
RS2477 Roads – Digitally collected by CNGIS

Date: 9/16/2020

Legend

Subject Road

RS2477 Roads Project

Roads in Process

Township/Range Label

Date of Transfer from Public

Land Ownership Status

Bureau of Indian Affairs

Bureau of Land Management

Bureau of Reclamation

Private Ownership



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 Highway Commissioners

From: Storey County Planning Department

Meeting Date: June 6, 2023

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

Staff Contact: Kathy Canfield

Request: RESOLUTION 23-682 establishing a minor county public road identified as Unnamed, County Road Number 951030, pursuant to Nevada Revised Statutes 403.170 and 405.191.

Location: The road is located in the vicinity of Sutro Springs Road and Pinenut Road, east of the Basalite Mine facility and west of Flowery Peak in Storey County on Assessor's Parcel Number 004-291-14. The roadway segment is approximately 0.42 miles in length and entirely on land managed by the Bureau of Land Management.

Background & Analysis

Storey County has commenced the process of identifying existing public access roadways located on public land. Nevada Revised Statutes Section 405.191 identifies what is considered a public road. Storey County is following this definition to designate roadways that meet the following:

Any way which exists upon a right-of-way granted by Congress over public lands of the United States not reserved for public uses in chapter 262, section 8, 14 Statutes 253 (former 43 U.S.C. § 932, commonly referred to as R.S. 2477), and accepted by general public use and enjoyment before, on or after July 1, 1979. Except as otherwise provided in this subsection, each board of county commissioners may locate and determine the width of such rights-of-way and locate, open for public use and establish thereon county roads or highways, but public use alone has been and is sufficient to evidence an acceptance of the grant of a public user right-of-way pursuant to former 43 U.S.C. § 932. In a county in which a board of county highway commissioners has exclusive control of all matters relating to the construction, repairing and maintaining of public highways, roads and bridges within the county pursuant to NRS 403.090, the board of county highway commissioners may locate and determine the width of those rights-of-way and open those rights-of-way for public use for the purpose of designating county roads pursuant to NRS 403.170 or taking any other action

concerning those rights-of-way pursuant to chapter 403 of NRS.

Storey County entered into a contract with Mr. Jerry Elkins to do the research on various roadway sections located within Storey County that had not previously been researched by Storey County or identified as a county-recognized road. Utilizing this research, Storey County is recognizing each roadway segment that meets the NRS Section 405.191 definition on public property. The research, map, legal description and photographs are included for each roadway segment and a Resolution recognizing the roadway segment by the Storey County Board of Highway Commissioners is generated for each segment.

Upon recordation of the Resolution, each segment of roadway will be added to the overall Storey County map of county roads and designated as a minor county road. The map will then be presented to the State of Nevada Department of Transportation as identified in NRS Section 403.190.

It should be noted that NRS 403.170(1)(c) states that county roads designated as minor county roads do not have to be maintained and it further provides that the state and county are immune from liability for damages suffered by anyone using a minor county road. The statute also does not require signage to create the immunity from liability.

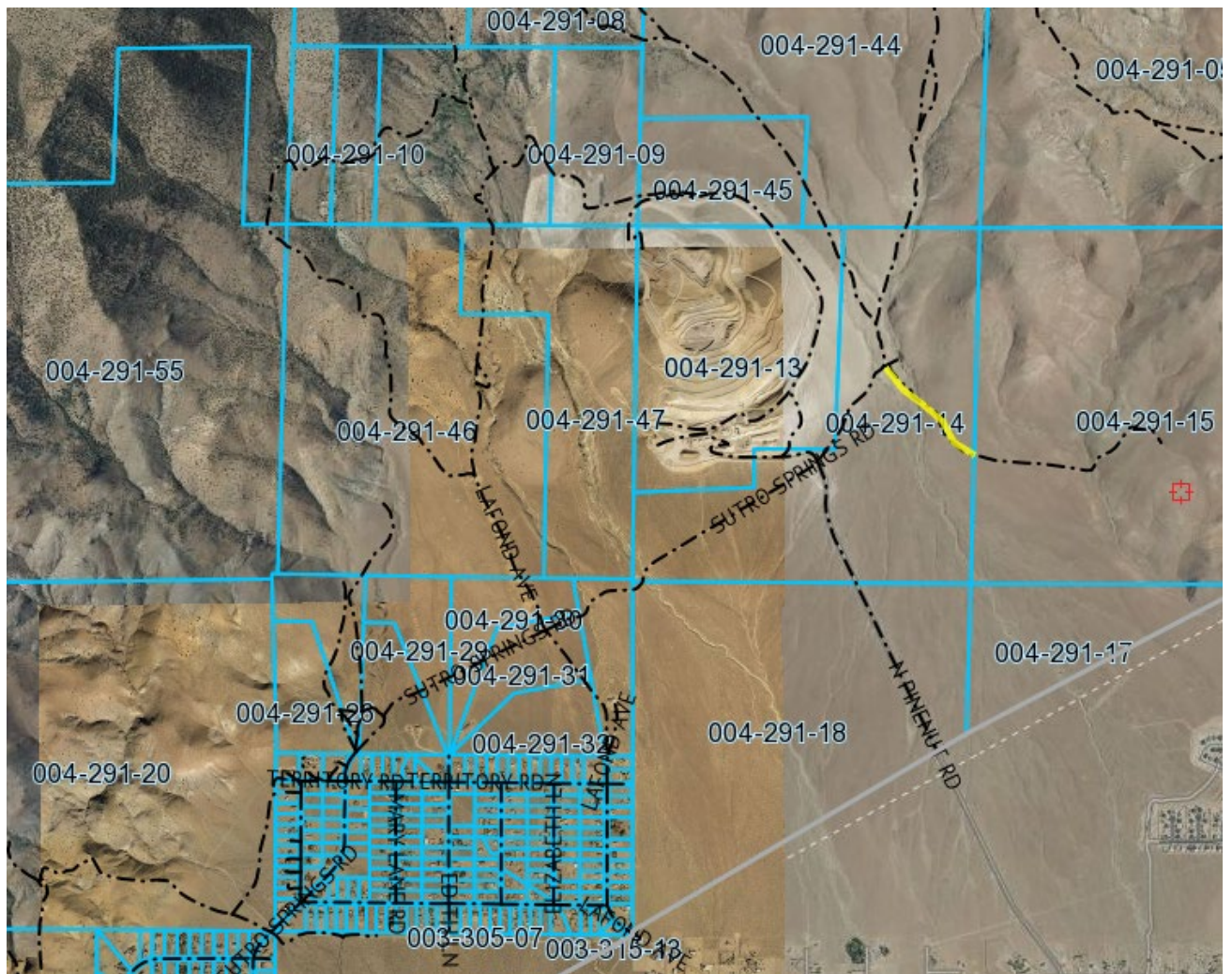
County staff are proceeding with recognizing the roadways that are located on publicly owned land only. Some of the research does include other roadway areas, including areas privately owned. If the need arises in the future, this research is anticipated to be utilized in the legal process of identifying public access across private property.

The applicable NRS sections identified in this report are attached as exhibits to this staff report.

Unnamed, County Road Number 951030

The roadway connects with Sutro Springs Road, east of the intersection with Pinenut Road. The road is approximately 0.42 miles in length and is located between the Basalite facility and Flower Peak on land managed by the Bureau of Land Management, APN 004-291-14. The effect of identifying the road as a minor county road is to identify it as a public road, available for public use but that it is not maintained by Storey County. It must be used by motorists at their own risk.

Attached to this staff report is a legal description of the Unnamed County Road Number 951030, which includes maps and photographs of the roadway. A Resolution establishing the roadway on public land as a minor public road is also attached for consideration for adoption. Staff is recommending approval of the proposed Resolution.



Yellow line indicates approximate location of the roadway segments

Suggested Motion

In accordance with the recommendation by staff, I (*commissioner*) hereby move to adopt RESOLUTION 23-682 establishing a minor county public road identified as Unnamed, County Road Number 951030, pursuant to Nevada Revised Statutes 403.170 and 405.191.

RESOLUTION 23-682

STOREY COUNTY BOARD OF HIGHWAY COMMISSIONERS
STOREY COUNTY, NEVADA

A RESOLUTION ESTABLISHING A MINOR COUNTY PUBLIC ROAD IDENTIFIED AS UNNAMED, COUNTY ROAD NUMBER 951030, PURSUANT TO NEVADA REVISED STATUTES 403.170 and 405.191.

WHEREAS, in response to the urging of the Nevada Legislature in Senate Concurrent Resolution No. 6, in the 75th Legislative Session of 2009, the Storey County Board of Commissioners (Board) on February 18, 2020, approved of a project to inventory and map all roads or rights-of-way that qualify to be classified as minor county roads under Nevada law and which were granted for public use under what was formerly codified as section 2477 of the Revised Statutes of the United States, 43 U.S.C. § 932 (R.S. 2477), and which were expressly recognized and preserved when R.S. 2477 was repealed under the enactment of the Federal Land Policy and Management Act of 1976, (See § 701(a)); and

WHEREAS, the Board pursuant to NRS 405.191 is empowered to locate and determine the width of those rights-of-way and open those rights-of-way for public use for the purpose of designating county roads pursuant to NRS 403.170; and

WHEREAS, the Board pursuant to NRS 403.170 is tasked with laying out and designating roads which are neither main nor general county roads but have been established by usage, or were constructed for use by the public, and shall designate these roads as minor county roads; and

WHEREAS, the Board has examined the documents attached as Exhibit 1 and concludes that the roads or rights-of-way depicted therein qualify to be designated as minor county roads and open to the public; and

WHEREAS, pursuant to NRS 403.170 a public hearing was held on June 6, 2023;

NOW THEREFORE BE IT RESOLVED, that the Storey County Board of Highway Commissioners does hereby locate, open for public use, layout and designate the public county road right-of-way Storey County Road Number 951030; commonly known as Unnamed; road length 2,208 feet (0.42 Miles) Overall Average Disturbed Width: Approximately eight (8) feet as a minor county road; and

BE IT FURTHER RESOLVED, that the Storey County Board of Highway Commissioners does hereby determine and declare that the minor county road commonly known as Unnamed; Storey County Road Number 951030; commonly known as Unnamed; road length 2,208 feet (0.42 Miles) Overall Average Disturbed Width: Approximately eight (8) feet as a minor county road as more fully described in the attached Exhibit 1, has been: (a) established by usage or (b) was constructed for use by the public and prior to the October 21, 1976 repeal of R.S. 2477; and

BE IT FURTHER RESOLVED, that the Storey County Board of Highway Commissioners does hereby acknowledge and determine that the county minor road known as Unnamed; Storey County Road Number 951030; commonly known as Unnamed; road length 2,208 feet (0.42 Miles) Overall Average Disturbed Width: Approximately eight (8) feet as a minor county road as more fully described in the attached Exhibit 1, applies only to the segments of the road that traverse land managed by the Bureau of Land Management, United States Department of the Interior, and does not apply to segments of the road that traverse land owned by any other person or entity; and

BE IT FURTHER RESOLVED, and hereby ordered that the minor county road known as Unnamed; Storey County Road Number 951030; commonly known as Unnamed; road length 2,208 feet (0.42 Miles) Overall Average Disturbed Width: Approximately eight (8) feet as a minor county road as more fully described in the attached Exhibit 1, shall be represented on the Storey County Road Inventory as a minor road; and

BE IT FURTHER RESOLVED, and hereby ordered that the Exhibit 1, designating county minor road commonly known as Unnamed; Storey County Road Number 951030; commonly known as Unnamed; road length 2,208 feet (0.42 Miles) Overall Average Disturbed Width: Approximately eight (8) feet as a minor county road as more fully described in the attached Exhibit 1, shall be filed with the Clerk of the Storey County Board of Highway Commissioners, the Nevada Department of Transportation, and the County Recorder; and

BE IT FURTHER RESOLVED, that the Storey County Board of Highway Commissioners pursuant to Nevada Revised Statutes 403.190, does hereby declare the filing of Exhibit 1 is evidence of the existence and location of the county minor road known as Unnamed; Storey County Road Number 951030; commonly known as Unnamed; road length 2,208 feet (0.42 Miles) Overall Average Disturbed Width: Approximately eight (8) feet as a minor county road and

BE IT FURTHER RESOLVED, that the Storey County Board of Highway Commissioners pursuant to Nevada Revised Statutes 403.170 does hereby determine that no maintenance is required on minor county roads and there will be no change in the maintenance schedule by the Storey County Public Works Department until and at such time it is determined to be necessary; and

BE IT FURTHER RESOLVED, that the Storey County Board of Highway Commissioners does hereby determine that signs indicating the road number, lack of maintenance, common name or any other informational message deemed appropriate by the Storey County Public Works Department may be placed on the county minor road commonly known as Unnamed; Storey County Road Number 951030; commonly known as Unnamed; road length 2,208 feet (0.42 Miles) Overall Average Disturbed Width: Approximately eight (8) feet 950035 (2 Segments); commonly known as Unnamed (Segment 1); road length 8,157 feet (1.54 Miles) Overall Average Disturbed Width: Approximately fourteen (14) feet as a minor county road; and (Segment 2); road length 4,089 feet (.77 Miles) Overall Average Disturbed Width: Approximately fourteen (14) feet as more fully described in the attached Exhibit 1.

This resolution shall be effective upon its adoption.

PROPOSED AND ADOPTED this ____ day of _____, 2023.

THOSE VOTING AYE: _____

THOSE VOTING NAY: _____

STOREY COUNTY BOARD OF
HIGHWAY COMMISSIONERS

By: Chairman

ATTEST:

Clerk of the Board

Beginning and Ending Points and Legal Description

The road is the monument.

Common Name: Unnamed Road

County: Storey

County Road Number: 951030

Beginning Latitude/Longitude: 39.340364 N, -119.514366 W

Beginning Legal Description: Township 17 N, Range 22 East, Within Section 16

Ending Latitude/Longitude: 39.336674 N, -119.508956 W

Ending Legal Description: Township 17 N, Range 22 East, Within Section 16

Total Road Segment Length (in Horizontal Distance): 2,208' (0.42
Miles) Overall Average Disturbed Width: Approximately
eight (8) feet.

All Projections are NAD 1983 StatePlane Nevada West FIPS 2702 Feet in Decimal Degrees

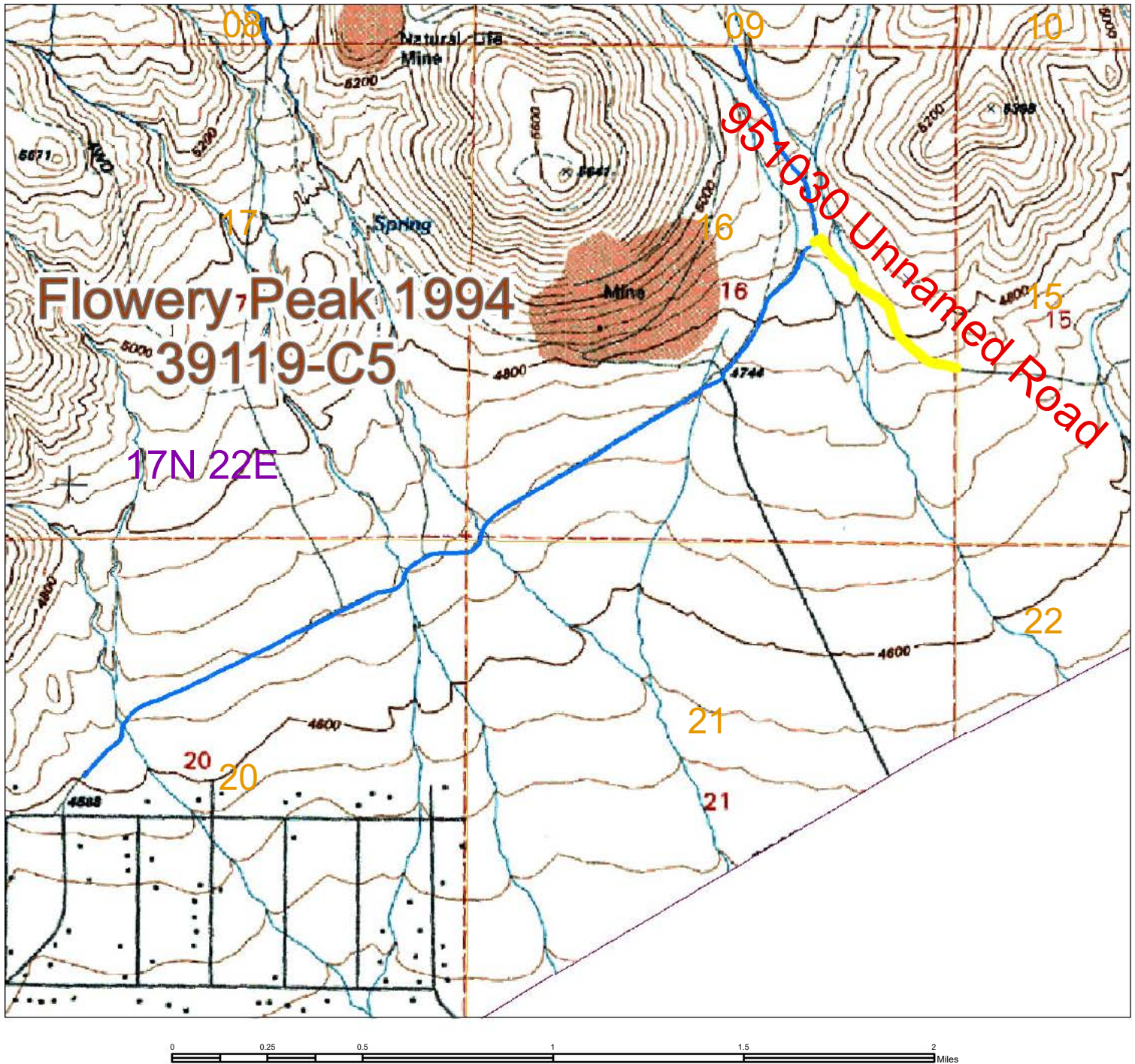
The collected centerline report for this road is in a database maintained by the Storey County GIS
Outsource Contractor.

This road provides access to other roads, private property, water rights, and mining claims or to hunting,
fishing, firewood, wildlife viewing, camping, hiking, motor vehicle recreation, mineral exploration or
other general outdoor recreation areas, or any combination thereof.

"The RS 2477 assertion is to the segments of the road that traverse land reserved and managed by the
Bureau of Land Management and US Forest Service, United States Department of the Interior and
segments of the road that traverse land owned by any other person or entity."

Locator Map

Excerpt from current USGS Topographical maps,



Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere

Map Source: Central Nevada GIS and
Cartography Services, LLC. (CNGIS)
Jerry Elkins 775-761-7777

Data Source: Base Map – USGS Topographical maps,
State and Local County Roads – supplied by Storey
County's contracted 3rd party GIS provider.
RS2477 Roads – Digitally collected by CNGIS

Date: 9/17/2020

Legend

- Subject Road
- RS2477 Roads
- Road in Process
- State and County Roads
- SIX MILE CANYON RD
- SR 341
- SR 342
- SR 439
- USGS Quadrangle Grid

951030 (1)

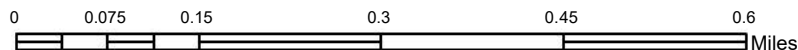
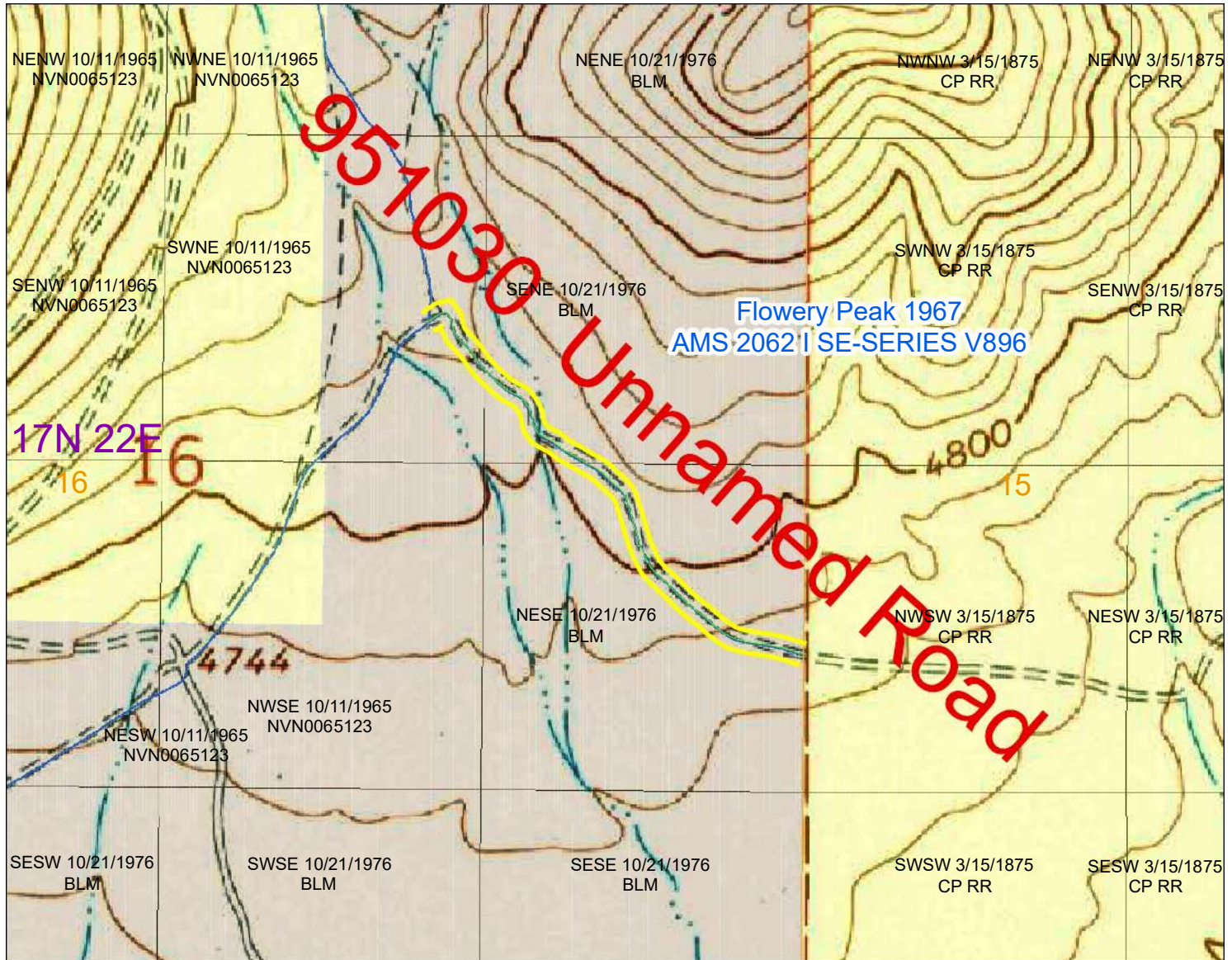


951030 (2)



Proof Map

Excerpt from historic maps: USGS Topographical maps,
GLO Survey maps, BLM Surface Management maps,
various State and NDOT transportation maps



Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere

Map Source: Central Nevada GIS and
Cartography Services, LLC. (CNGIS)
Jerry Elkins 775-761-7777

Data Source: Base Map – USGS Topographical maps,
GLO Survey maps, BLM Surface Management maps,
various historic State and NDOT Transportation
maps.

State and Local County Roads – supplied by Storey
County's contracted 3rd party GIS provider.
RS2477 Roads – Digitally collected by CNGIS

Date: 9/16/2020

Legend

 Subject Road


RS2477 Roads Project

 Roads in Process


 Township/Range Label

 Date of Transfer from Public

Land Ownership Status

 Bureau of Indian Affairs

 Bureau of Land Management

 Bureau of Reclamation

 Private Ownership





Storey County Board of Highway Commissioners Agenda Action Report

**Meeting date: 6/6/2023 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 5

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible adoption of Resolution 23-681, which proposes identification of Unnamed; Storey County Road Number 950035 (2 Segments); commonly known as Unnamed (Segment 1); road length 8,157 feet (1.54 Miles) Overall Average Disturbed Width: Approximately fourteen (14) feet as a minor county road; and (Segment 2); road length 4,089 feet (0.77 Miles) Overall Average Disturbed Width: Approximately fourteen (14) feet, located in Township 17 N, Range 22 East, Within Sections 10 and 14, located on BLM property in the vicinity of Neigh Road, north of Hwy 50 and east of Flowery Peak and the Basalite Mine facility in Storey County . It is proposed that the road be identified as a minor county road. The effect of identifying the road as a minor county road is to identify it as a public road, available for public use but not maintained by Storey County. It must be used by motorists at their own risk.
- **Recommended motion:** Recommended motion: I (commissioner) move to adopt Resolution 23-681, which proposes identification of Unnamed; Storey County Road Number 950035 (2 Segments); commonly known as Unnamed (Segment 1); road length 8,157 feet (1.54 Miles) Overall Average Disturbed Width: Approximately fourteen (14) feet as a minor county road; and (Segment 2); road length 4,089 feet (0.77 Miles) Overall Average Disturbed Width: Approximately fourteen (14) feet, located in Township 17 N, Range 22 East, Within Sections 10 and 14, located on BLM property in the vicinity of Neigh Road, north of Hwy 50 and east of Flowery Peak and the Basalite Mine facility in Storey County . It is proposed that the road be identified as a minor county road. The effect of identifying the road as a minor county road is to identify it as a public road, available for public use but not maintained by Storey County. It must be used by motorists at their own risk.
- **Prepared by:** Lyndi Renaud

Department:

Contact Number: 775-847-1144

- **Staff Summary:** Following a public hearing on proposed Resolution 23-681, this request is to adopt Resolution 23-681 as a minor county public road per Nevada Revised Statutes 403.170 and 405.191.
- **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 Highway Commissioners

From: Storey County Planning Department

Meeting Date: June 6, 2023

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

Staff Contact: Kathy Canfield

Request: RESOLUTION 23-681 establishing a minor county public road identified as Unnamed, County Road Number 950035 (two segments), pursuant to Nevada Revised Statutes 403.170 and 405.191.

Location: The road is located in the vicinity of Neigh Road, north of Highway 50 and east of Flowery Peak and the Basalite facility in Storey County, APNs 004-291-05 and 16. The roadway segments are entirely on land managed by the Bureau of Land Management. Segment 1 (northern segment) is approximately 1.54 miles in length and Segment 2 (southern segment) is approximately 0.77 miles in length.

Background & Analysis

Storey County has commenced the process of identifying existing public access roadways located on public land. Nevada Revised Statutes Section 405.191 identifies what is considered a public road. Storey County is following this definition to designate roadways that meet the following:

Any way which exists upon a right-of-way granted by Congress over public lands of the United States not reserved for public uses in chapter 262, section 8, 14 Statutes 253 (former 43 U.S.C. § 932, commonly referred to as R.S. 2477), and accepted by general public use and enjoyment before, on or after July 1, 1979. Except as otherwise provided in this subsection, each board of county commissioners may locate and determine the width of such rights-of-way and locate, open for public use and establish thereon county roads or highways, but public use alone has been and is sufficient to evidence an acceptance of the grant of a public user right-of-way pursuant to former 43 U.S.C. § 932. In a county in which a board of county highway commissioners has exclusive control of all matters relating to the construction, repairing and maintaining of public highways, roads and bridges within the county pursuant to NRS 403.090, the board of county highway commissioners may locate and determine the width of those rights-of-way and open those rights-of-way for public

use for the purpose of designating county roads pursuant to NRS 403.170 or taking any other action concerning those rights-of-way pursuant to chapter 403 of NRS.

Storey County entered into a contract with Mr. Jerry Elkins to do the research on various roadway sections located within Storey County that had not previously been researched by Storey County or identified as a county-recognized road. Utilizing this research, Storey County is recognizing each roadway segment that meets the NRS Section 405.191 definition on public property. The research, map, legal description and photographs are included for each roadway segment and a Resolution recognizing the roadway segment by the Storey County Board of Highway Commissioners is generated for each segment.

Upon recordation of the Resolution, each segment of roadway will be added to the overall Storey County map of county roads and designated as a minor county road. The map will then be presented to the State of Nevada Department of Transportation as identified in NRS Section 403.190.

It should be noted that NRS 403.170(1)(c) states that county roads designated as minor county roads do not have to be maintained and it further provides that the state and county are immune from liability for damages suffered by anyone using a minor county road. The statute also does not require signage to create the immunity from liability.

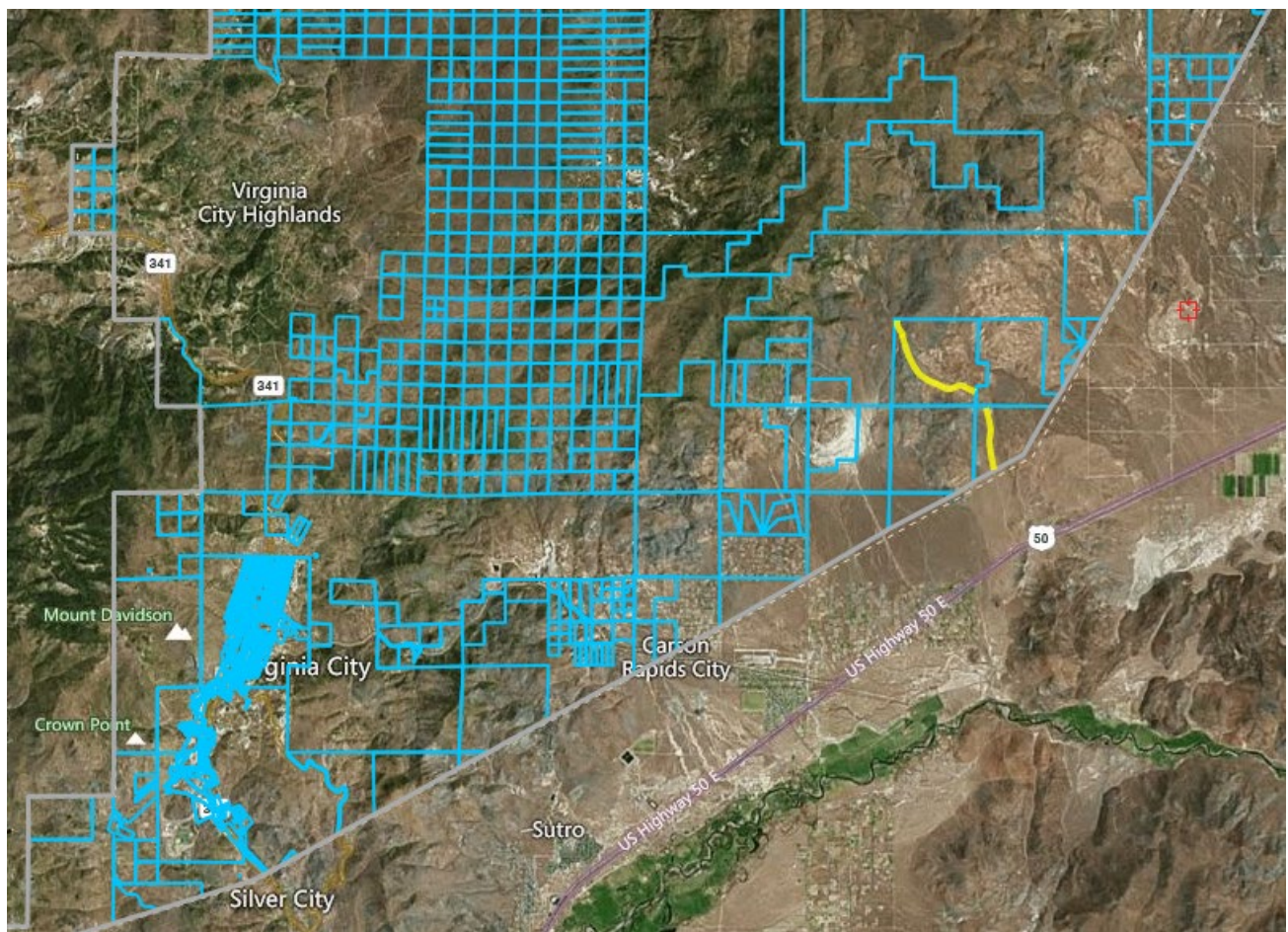
County staff are proceeding with recognizing the roadways that are located on publicly owned land only. Some of the research does include other roadway areas, including areas privately owned. If the need arises in the future, this research is anticipated to be utilized in the legal process of identifying public access across private property.

The applicable NRS sections identified in this report are attached as exhibits to this staff report.

Unnamed, County Road Number 950035

The roadway is divided into two segments located in the vicinity of Neigh Road, north of Highway 50. The segments are east of Flowery Peak and the Basalite facility in Storey County on land managed by the Bureau of Land Management, APNs 004-291-05 and 16. Segment 1 (northern segment) is approximately 1.54 miles in length and Segment 2 (southern segment) is approximately 0.77 miles in length. The effect of identifying the road as a minor county road is to identify it as a public road, available for public use but that it is not maintained by Storey County. It must be used by motorists at their own risk.

Attached to this staff report is a legal description of the Unnamed County Road Number 950035, which includes maps and photographs of the roadway. A Resolution establishing the roadway on public land as a minor public road is also attached for consideration for adoption. Staff is recommending approval of the proposed Resolution.



Yellow line indicates approximate location of the roadway segments

Suggested Motion

In accordance with the recommendation by staff, I (*commissioner*) hereby move to adopt RESOLUTION 23-681 establishing a minor county public road identified as Unnamed, County Road Number 950035, pursuant to Nevada Revised Statutes 403.170 and 405.191.

RESOLUTION 23-681

STOREY COUNTY BOARD OF HIGHWAY COMMISSIONERS
STOREY COUNTY, NEVADA

A RESOLUTION ESTABLISHING A MINOR COUNTY PUBLIC ROAD IDENTIFIED AS UNNAMED, COUNTY ROAD NUMBER 950035 (2 SEGMENTS), PURSUANT TO NEVADA REVISED STATUTES 403.170 and 405.191.

WHEREAS, in response to the urging of the Nevada Legislature in Senate Concurrent Resolution No. 6, in the 75th Legislative Session of 2009, the Storey County Board of Commissioners (Board) on February 18, 2020, approved of a project to inventory and map all roads or rights-of-way that qualify to be classified as minor county roads under Nevada law and which were granted for public use under what was formerly codified as section 2477 of the Revised Statutes of the United States, 43 U.S.C. § 932 (R.S. 2477), and which were expressly recognized and preserved when R.S. 2477 was repealed under the enactment of the Federal Land Policy and Management Act of 1976, (See § 701(a)); and

WHEREAS, the Board pursuant to NRS 405.191 is empowered to locate and determine the width of those rights-of-way and open those rights-of-way for public use for the purpose of designating county roads pursuant to NRS 403.170; and

WHEREAS, the Board pursuant to NRS 403.170 is tasked with laying out and designating roads which are neither main nor general county roads but have been established by usage, or were constructed for use by the public, and shall designate these roads as minor county roads; and

WHEREAS, the Board has examined the documents attached as Exhibit 1 and concludes that the roads or rights-of-way depicted therein qualify to be designated as minor county roads and open to the public; and

WHEREAS, pursuant to NRS 403.170 a public hearing was held on June 6, 2023;

NOW THEREFORE BE IT RESOLVED, that the Storey County Board of Highway Commissioners does hereby locate, open for public use, layout and designate the public county road right-of-way Storey County Road Number 950035 (2 Segments); commonly known as Unnamed (Segment 1); road length 8,157 feet (1.54 Miles) Overall Average Disturbed Width: Approximately fourteen (14) feet as a minor county road; and (Segment 2); road length 4,089 feet (0.77 Miles) Overall Average Disturbed Width: Approximately fourteen (14) feet.

BE IT FURTHER RESOLVED, that the Storey County Board of Highway Commissioners does hereby determine and declare that the minor county road commonly known as Unnamed; Storey County Road Number 950035 (2 Segments); commonly known as Unnamed (Segment 1); road length 8,157 feet (1.54 Miles) Overall Average Disturbed Width: Approximately fourteen (14) feet as a minor county road; and (Segment 2); road length 4,089 feet (0.77 Miles) Overall Average Disturbed Width: Approximately fourteen (14) feet as more fully described in the

attached Exhibit 1, has been: (a) established by usage or (b) was constructed for use by the public and prior to the October 21, 1976 repeal of R.S. 2477; and

BE IT FURTHER RESOLVED, that the Storey County Board of Highway Commissioners does hereby acknowledge and determine that the county minor road known as Unnamed; Storey County Road Number 950035 (2 Segments); commonly known as Unnamed (Segment 1); road length 8,157 feet (1.54 Miles) Overall Average Disturbed Width: Approximately fourteen (14) feet as a minor county road; and (Segment 2); road length 4,089 feet (0.77 Miles) Overall Average Disturbed Width: Approximately fourteen (14) feet as more fully described in the attached Exhibit 1, applies only to the segments of the road that traverse land managed by the Bureau of Land Management, United States Department of the Interior, and does not apply to segments of the road that traverse land owned by any other person or entity; and

BE IT FURTHER RESOLVED, and hereby ordered that the minor county road known as Unnamed; Storey County Road Number 950035 (2 Segments); commonly known as Unnamed (Segment 1); road length 8,157 feet (1.54 Miles) Overall Average Disturbed Width: Approximately fourteen (14) feet as a minor county road; and (Segment 2); road length 4,089 feet (0.77 Miles) Overall Average Disturbed Width: Approximately fourteen (14) feet as more fully described in the attached Exhibit 1, shall be represented on the Storey County Road Inventory as a minor road; and

BE IT FURTHER RESOLVED, and hereby ordered that the Exhibit 1, designating county minor road commonly known as Unnamed; Storey County Road Number 950035 (2 Segments); commonly known as Unnamed (Segment 1); road length 8,157 feet (1.54 Miles) Overall Average Disturbed Width: Approximately fourteen (14) feet as a minor county road; and (Segment 2); road length 4,089 feet (0.77 Miles) Overall Average Disturbed Width: Approximately fourteen (14) feet as more fully described in the attached Exhibit 1, shall be filed with the Clerk of the Storey County Board of Highway Commissioners, the Nevada Department of Transportation, and the County Recorder; and

BE IT FURTHER RESOLVED, that the Storey County Board of Highway Commissioners pursuant to Nevada Revised Statutes 403.190, does hereby declare the filing of Exhibit 1 is evidence of the existence and location of the county minor road known as Unnamed; Storey County Road Number 950035 (2 Segments); commonly known as Unnamed (Segment 1); road length 8,157 feet (1.54 Miles) Overall Average Disturbed Width: Approximately fourteen (14) feet as a minor county road; and (Segment 2); road length 4,089 feet (0.77 Miles) Overall Average Disturbed Width: Approximately fourteen (14) feet and

BE IT FURTHER RESOLVED, that the Storey County Board of Highway Commissioners pursuant to Nevada Revised Statutes 403.170 does hereby determine that no maintenance is required on minor county roads and there will be no change in the maintenance

schedule by the Storey County Public Works Department until and at such time it is determined to be necessary; and

BE IT FURTHER RESOLVED, that the Storey County Board of Highway Commissioners does hereby determine that signs indicating the road number, lack of maintenance, common name or any other informational message deemed appropriate by the Storey County Public Works Department may be placed on the county minor road commonly known as Unnamed; Storey County Road Number 950035 (2 Segments); commonly known as Unnamed (Segment 1); road length 8,157 feet (1.54 Miles) Overall Average Disturbed Width: Approximately fourteen (14) feet as a minor county road; and (Segment 2); road length 4,089 feet (0.77 Miles) Overall Average Disturbed Width: Approximately fourteen (14) feet as more fully described in the attached Exhibit 1.

This resolution shall be effective upon its adoption.

PROPOSED AND ADOPTED this ____ day of _____, 2023.

THOSE VOTING AYE: _____

THOSE VOTING NAY: _____

STOREY COUNTY BOARD OF
HIGHWAY COMMISSIONERS

By: Chairman

ATTEST:

Clerk of the Board

Beginning and Ending Points and Legal Description

The road is the monument.

Common Name: Unnamed Road

County: Storey

County Road Number: 950035

Segment 1

Beginning Latitude/Longitude: 39.360396 N, -119.508587 W

Beginning Legal Description: Township 17 N, Range 22 East, Within Section 10

Ending Latitude/Longitude: 39.348083 N, -119.490351 W

Ending Legal Description: Township 17 N, Range 22 East, Within Section 10

Total Road Segment Length (in Horizontal Distance): 8,157' (1.54
Miles) Overall Average Disturbed Width: Approximately
fourteen (14) feet.

All Projections are NAD 1983 StatePlane Nevada West FIPS 2702 Feet in Decimal Degrees

The collected centerline report for this road is in a database maintained by the Storey County GIS
Outsource Contractor.

This road provides access to other roads, private property, water rights, and mining claims or to hunting, fishing, firewood, wildlife viewing, camping, hiking, motor vehicle recreation, mineral exploration or other general outdoor recreation areas, or any combination thereof.

"The RS 2477 assertion is to the segments of the road that traverse land reserved and managed by the Bureau of Land Management and US Forest Service, United States Department of the Interior and segments of the road that traverse land owned by any other person or entity."

Beginning and Ending Points and Legal Description

The road is the monument.

Common Name: Unnamed Road

County: Storey

County Road Number: 950035

Segment 2

Beginning Latitude/Longitude: 39.346108 N, -119.489295 W

Beginning Legal Description: Township 17 N, Range 22 East, Within Section 14

Ending Latitude/Longitude: 39.335156 N, -119.487236 W

Ending Legal Description: Township 17 N, Range 22 East, Within Section 14

Total Road Segment Length (in Horizontal Distance): 4,089' (0.77
Miles) Overall Average Disturbed Width: Approximately
fourteen (14) feet.

All Projections are NAD 1983 StatePlane Nevada West FIPS 2702 Feet in Decimal Degrees

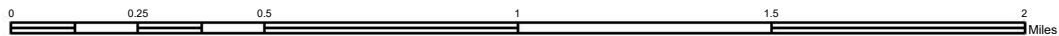
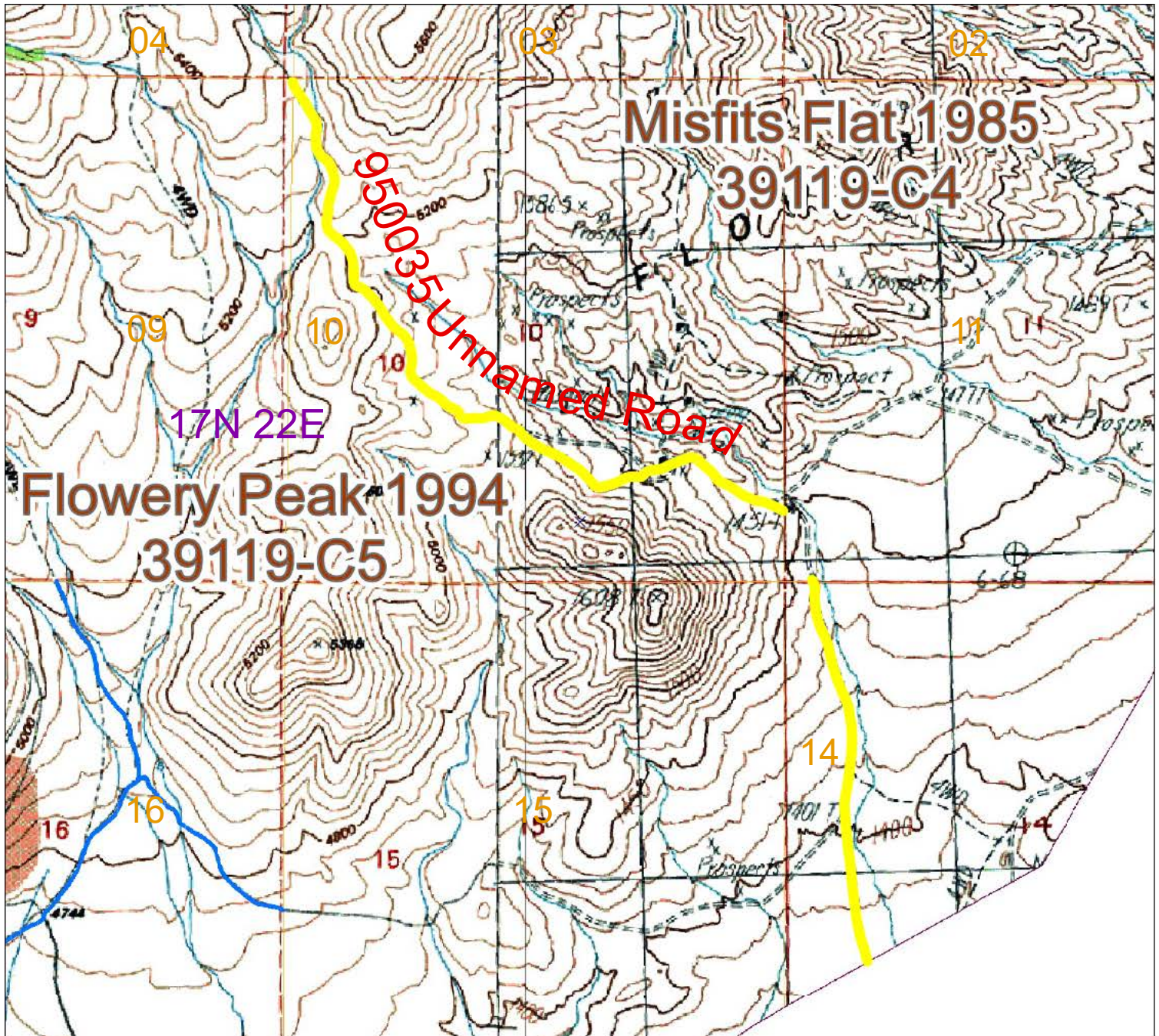
The collected centerline report for this road is in a database maintained by the Storey County GIS
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"The RS 2477 assertion is to the segments of the road that traverse land reserved and managed by the Bureau of Land Management and US Forest Service, United States Department of the Interior and segments of the road that traverse land owned by any other person or entity."

Locator Map

Excerpt from current USGS Topographical maps,



Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere

Map Source: Central Nevada GIS and
Cartography Services, LLC. (CNGIS)
Jerry Elkins 775-761-7777

Data Source: Base Map – USGS Topographical maps,
State and Local County Roads – supplied by Storey
County's contracted 3rd party GIS provider.
RS2477 Roads – Digitally collected by CNGIS

Date: 9/17/2020

Legend

- Subject Road
- RS2477 Roads
- Road in Process
- State and County Roads
- SIX MILE CANYON RD
- SR 341
- SR 342
- SR 439
- USGS Quadrangle Grid

950035 (1)



950035 (2)



950035 (3)



950035 (4)

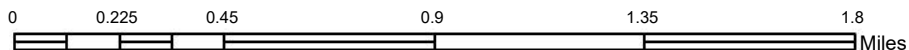
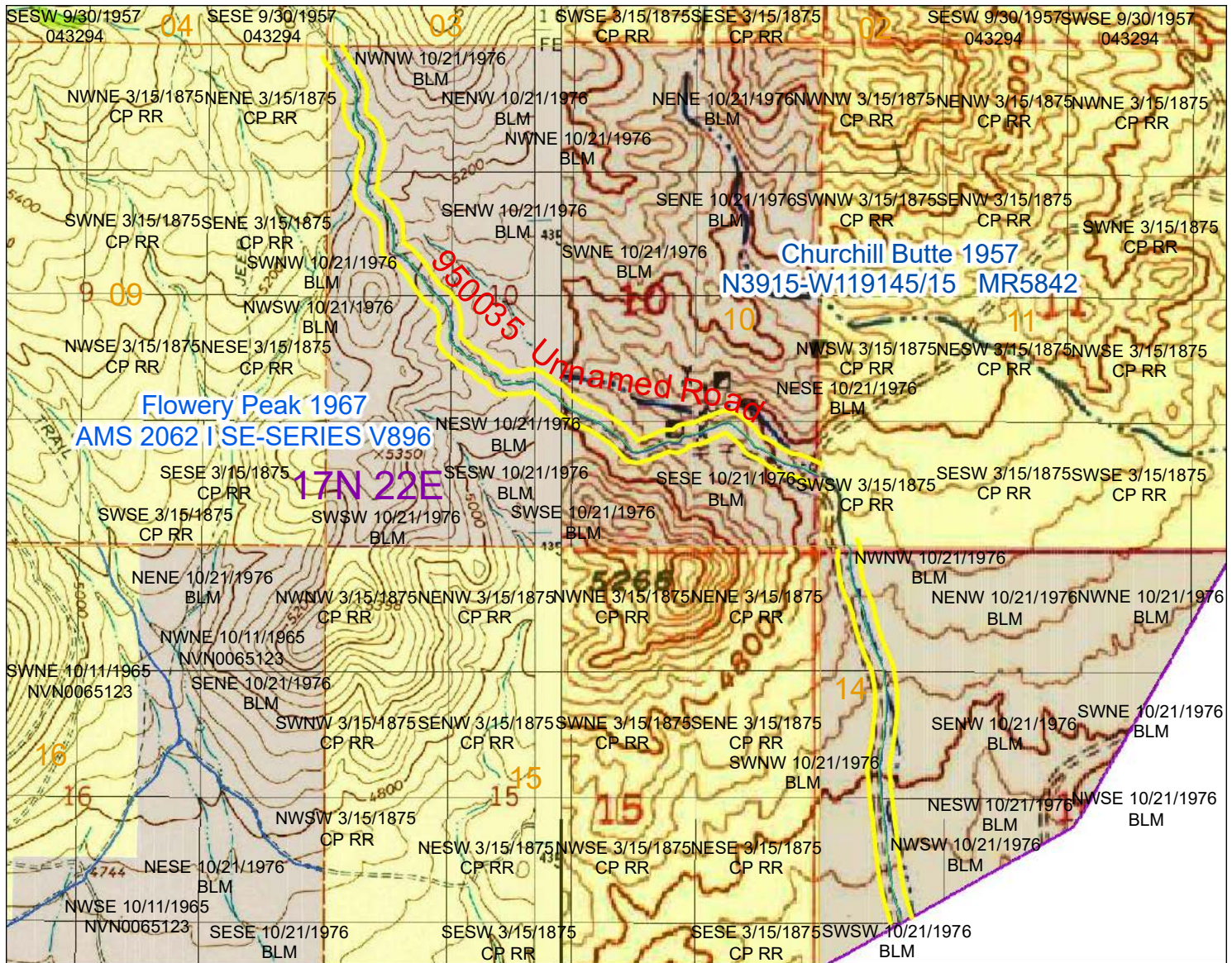


950035 (5)



Proof Map

Excerpt from historic maps: USGS Topographical maps,
GLO Survey maps, BLM Surface Management maps,
various State and NDOT transportation maps



Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere

Map Source: Central Nevada GIS and
Cartography Services, LLC. (CNGIS)
Jerry Elkins 775-761-7777

Data Source: Base Map – USGS Topographical maps,
GLO Survey maps, BLM Surface Management maps,
various historic State and NDOT Transportation
maps.

State and Local County Roads – supplied by Storey
County's contracted 3rd party GIS provider.
RS2477 Roads – Digitally collected by CNGIS

Date: 9/16/2020

Legend

Subject Road

RS2477 Roads Project

Roads in Process

Township/Range Label

Date of Transfer from Public

Land Ownership Status

Bureau of Indian Affairs

Bureau of Land Management

Bureau of Reclamation

Private Ownership



Storey County Board of Highway Commissioners Agenda Action Report

Meeting date: 6/6/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible adoption of Resolution 23-682, which proposes identification of Unnamed; Storey County Road Number 951030; commonly known as Unnamed; road length 2,208 feet (0.42 Miles) Overall Average Disturbed Width: Approximately eight (8) feet located in Township 17 N, Range 22 East, Within Section 16, located on BLM property in the vicinity of Sutro Springs Road and Pinenut Road, east of the Basalite Mine facility and west of Flowery Peak in Storey County. It is proposed that the road be identified as a minor county road. The effect of identifying the road as a minor county road is to identify it as a public road, available for public use but not maintained by Storey County. It must be used by motorists at their own risk.
- **Recommended motion:** Recommended motion: I (commissioner) move to adopt Resolution 23-682, which proposes identification of Unnamed; Storey County Road Number 951030; commonly known as Unnamed; road length 2,208 feet (0.42 Miles) Overall Average Disturbed Width: Approximately eight (8) feet located in Township 17 N, Range 22 East, Within Section 16, located on BLM property in the vicinity of Sutro Springs Road and Pinenut Road, east of the Basalite Mine facility and west of Flowery Peak in Storey County. It is proposed that the road be identified as a minor county road. The effect of identifying the road as a minor county road is to identify it as a public road, available for public use but not maintained by Storey County. It must be used by motorists at their own risk.
- **Prepared by:** Lyndi Renaud

Department:

Contact Number: 775-847-1144

- **Staff Summary:** Following a public hearing on proposed Resolution 23-682, this request is to adopt Resolution 23-682 as a minor county public road per Nevada Revised Statutes 403.170 and 405.191.
- **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 Highway Commissioners

From: Storey County Planning Department

Meeting Date: June 6, 2023

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

Staff Contact: Kathy Canfield

Request: RESOLUTION 23-682 establishing a minor county public road identified as Unnamed, County Road Number 951030, pursuant to Nevada Revised Statutes 403.170 and 405.191.

Location: The road is located in the vicinity of Sutro Springs Road and Pinenut Road, east of the Basalite Mine facility and west of Flowery Peak in Storey County on Assessor's Parcel Number 004-291-14. The roadway segment is approximately 0.42 miles in length and entirely on land managed by the Bureau of Land Management.

Background & Analysis

Storey County has commenced the process of identifying existing public access roadways located on public land. Nevada Revised Statutes Section 405.191 identifies what is considered a public road. Storey County is following this definition to designate roadways that meet the following:

Any way which exists upon a right-of-way granted by Congress over public lands of the United States not reserved for public uses in chapter 262, section 8, 14 Statutes 253 (former 43 U.S.C. § 932, commonly referred to as R.S. 2477), and accepted by general public use and enjoyment before, on or after July 1, 1979. Except as otherwise provided in this subsection, each board of county commissioners may locate and determine the width of such rights-of-way and locate, open for public use and establish thereon county roads or highways, but public use alone has been and is sufficient to evidence an acceptance of the grant of a public user right-of-way pursuant to former 43 U.S.C. § 932. In a county in which a board of county highway commissioners has exclusive control of all matters relating to the construction, repairing and maintaining of public highways, roads and bridges within the county pursuant to NRS 403.090, the board of county highway commissioners may locate and determine the width of those rights-of-way and open those rights-of-way for public use for the purpose of designating county roads pursuant to NRS 403.170 or taking any other action

concerning those rights-of-way pursuant to chapter 403 of NRS.

Storey County entered into a contract with Mr. Jerry Elkins to do the research on various roadway sections located within Storey County that had not previously been researched by Storey County or identified as a county-recognized road. Utilizing this research, Storey County is recognizing each roadway segment that meets the NRS Section 405.191 definition on public property. The research, map, legal description and photographs are included for each roadway segment and a Resolution recognizing the roadway segment by the Storey County Board of Highway Commissioners is generated for each segment.

Upon recordation of the Resolution, each segment of roadway will be added to the overall Storey County map of county roads and designated as a minor county road. The map will then be presented to the State of Nevada Department of Transportation as identified in NRS Section 403.190.

It should be noted that NRS 403.170(1)(c) states that county roads designated as minor county roads do not have to be maintained and it further provides that the state and county are immune from liability for damages suffered by anyone using a minor county road. The statute also does not require signage to create the immunity from liability.

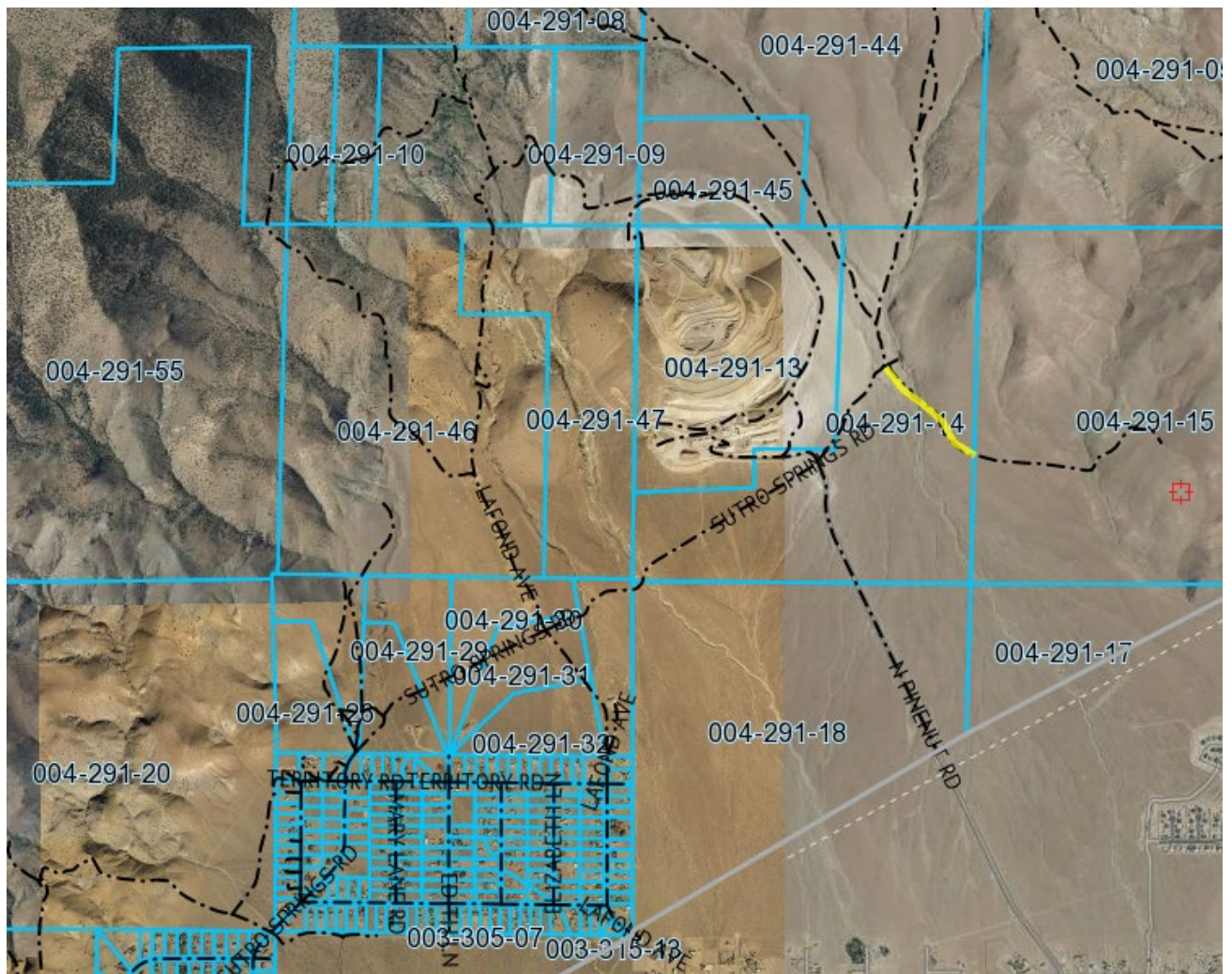
County staff are proceeding with recognizing the roadways that are located on publicly owned land only. Some of the research does include other roadway areas, including areas privately owned. If the need arises in the future, this research is anticipated to be utilized in the legal process of identifying public access across private property.

The applicable NRS sections identified in this report are attached as exhibits to this staff report.

Unnamed, County Road Number 951030

The roadway connects with Sutro Springs Road, east of the intersection with Pinenut Road. The road is approximately 0.42 miles in length and is located between the Basalite facility and Flower Peak on land managed by the Bureau of Land Management, APN 004-291-14. The effect of identifying the road as a minor county road is to identify it as a public road, available for public use but that it is not maintained by Storey County. It must be used by motorists at their own risk.

Attached to this staff report is a legal description of the Unnamed County Road Number 951030, which includes maps and photographs of the roadway. A Resolution establishing the roadway on public land as a minor public road is also attached for consideration for adoption. Staff is recommending approval of the proposed Resolution.



Yellow line indicates approximate location of the roadway segments

Suggested Motion

In accordance with the recommendation by staff, I (*commissioner*) hereby move to adopt RESOLUTION 23-682 establishing a minor county public road identified as Unnamed, County Road Number 951030, pursuant to Nevada Revised Statutes 403.170 and 405.191.

RESOLUTION 23-682

STOREY COUNTY BOARD OF HIGHWAY COMMISSIONERS
STOREY COUNTY, NEVADA

A RESOLUTION ESTABLISHING A MINOR COUNTY PUBLIC ROAD IDENTIFIED AS UNNAMED, COUNTY ROAD NUMBER 951030, PURSUANT TO NEVADA REVISED STATUTES 403.170 and 405.191.

WHEREAS, in response to the urging of the Nevada Legislature in Senate Concurrent Resolution No. 6, in the 75th Legislative Session of 2009, the Storey County Board of Commissioners (Board) on February 18, 2020, approved of a project to inventory and map all roads or rights-of-way that qualify to be classified as minor county roads under Nevada law and which were granted for public use under what was formerly codified as section 2477 of the Revised Statutes of the United States, 43 U.S.C. § 932 (R.S. 2477), and which were expressly recognized and preserved when R.S. 2477 was repealed under the enactment of the Federal Land Policy and Management Act of 1976, (See § 701(a)); and

WHEREAS, the Board pursuant to NRS 405.191 is empowered to locate and determine the width of those rights-of-way and open those rights-of-way for public use for the purpose of designating county roads pursuant to NRS 403.170; and

WHEREAS, the Board pursuant to NRS 403.170 is tasked with laying out and designating roads which are neither main nor general county roads but have been established by usage, or were constructed for use by the public, and shall designate these roads as minor county roads; and

WHEREAS, the Board has examined the documents attached as Exhibit 1 and concludes that the roads or rights-of-way depicted therein qualify to be designated as minor county roads and open to the public; and

WHEREAS, pursuant to NRS 403.170 a public hearing was held on June 6, 2023;

NOW THEREFORE BE IT RESOLVED, that the Storey County Board of Highway Commissioners does hereby locate, open for public use, layout and designate the public county road right-of-way Storey County Road Number 951030; commonly known as Unnamed; road length 2,208 feet (0.42 Miles) Overall Average Disturbed Width: Approximately eight (8) feet as a minor county road; and

BE IT FURTHER RESOLVED, that the Storey County Board of Highway Commissioners does hereby determine and declare that the minor county road commonly known as Unnamed; Storey County Road Number 951030; commonly known as Unnamed; road length 2,208 feet (0.42 Miles) Overall Average Disturbed Width: Approximately eight (8) feet as a minor county road as more fully described in the attached Exhibit 1, has been: (a) established by usage or (b) was constructed for use by the public and prior to the October 21, 1976 repeal of R.S. 2477; and

BE IT FURTHER RESOLVED, that the Storey County Board of Highway Commissioners does hereby acknowledge and determine that the county minor road known as Unnamed; Storey County Road Number 951030; commonly known as Unnamed; road length 2,208 feet (0.42 Miles) Overall Average Disturbed Width: Approximately eight (8) feet as a minor county road as more fully described in the attached Exhibit 1, applies only to the segments of the road that traverse land managed by the Bureau of Land Management, United States Department of the Interior, and does not apply to segments of the road that traverse land owned by any other person or entity; and

BE IT FURTHER RESOLVED, and hereby ordered that the minor county road known as Unnamed; Storey County Road Number 951030; commonly known as Unnamed; road length 2,208 feet (0.42 Miles) Overall Average Disturbed Width: Approximately eight (8) feet as a minor county road as more fully described in the attached Exhibit 1, shall be represented on the Storey County Road Inventory as a minor road; and

BE IT FURTHER RESOLVED, and hereby ordered that the Exhibit 1, designating county minor road commonly known as Unnamed; Storey County Road Number 951030; commonly known as Unnamed; road length 2,208 feet (0.42 Miles) Overall Average Disturbed Width: Approximately eight (8) feet as a minor county road as more fully described in the attached Exhibit 1, shall be filed with the Clerk of the Storey County Board of Highway Commissioners, the Nevada Department of Transportation, and the County Recorder; and

BE IT FURTHER RESOLVED, that the Storey County Board of Highway Commissioners pursuant to Nevada Revised Statutes 403.190, does hereby declare the filing of Exhibit 1 is evidence of the existence and location of the county minor road known as Unnamed; Storey County Road Number 951030; commonly known as Unnamed; road length 2,208 feet (0.42 Miles) Overall Average Disturbed Width: Approximately eight (8) feet as a minor county road and

BE IT FURTHER RESOLVED, that the Storey County Board of Highway Commissioners pursuant to Nevada Revised Statutes 403.170 does hereby determine that no maintenance is required on minor county roads and there will be no change in the maintenance schedule by the Storey County Public Works Department until and at such time it is determined to be necessary; and

BE IT FURTHER RESOLVED, that the Storey County Board of Highway Commissioners does hereby determine that signs indicating the road number, lack of maintenance, common name or any other informational message deemed appropriate by the Storey County Public Works Department may be placed on the county minor road commonly known as Unnamed; Storey County Road Number 951030; commonly known as Unnamed; road length 2,208 feet (0.42 Miles) Overall Average Disturbed Width: Approximately eight (8) feet 950035 (2 Segments); commonly known as Unnamed (Segment 1); road length 8,157 feet (1.54 Miles) Overall Average Disturbed Width: Approximately fourteen (14) feet as a minor county road; and (Segment 2); road length 4,089 feet (.77 Miles) Overall Average Disturbed Width: Approximately fourteen (14) feet as more fully described in the attached Exhibit 1.

This resolution shall be effective upon its adoption.

PROPOSED AND ADOPTED this ____ day of _____, 2023.

THOSE VOTING AYE: _____

THOSE VOTING NAY: _____

STOREY COUNTY BOARD OF
HIGHWAY COMMISSIONERS

By: Chairman

ATTEST:

Clerk of the Board

Beginning and Ending Points and Legal Description

The road is the monument.

Common Name: Unnamed Road

County: Storey

County Road Number: 951030

Beginning Latitude/Longitude: 39.340364 N, -119.514366 W

Beginning Legal Description: Township 17 N, Range 22 East, Within Section 16

Ending Latitude/Longitude: 39.336674 N, -119.508956 W

Ending Legal Description: Township 17 N, Range 22 East, Within Section 16

Total Road Segment Length (in Horizontal Distance): 2,208' (0.42
Miles) Overall Average Disturbed Width: Approximately
eight (8) feet.

All Projections are NAD 1983 StatePlane Nevada West FIPS 2702 Feet in Decimal Degrees

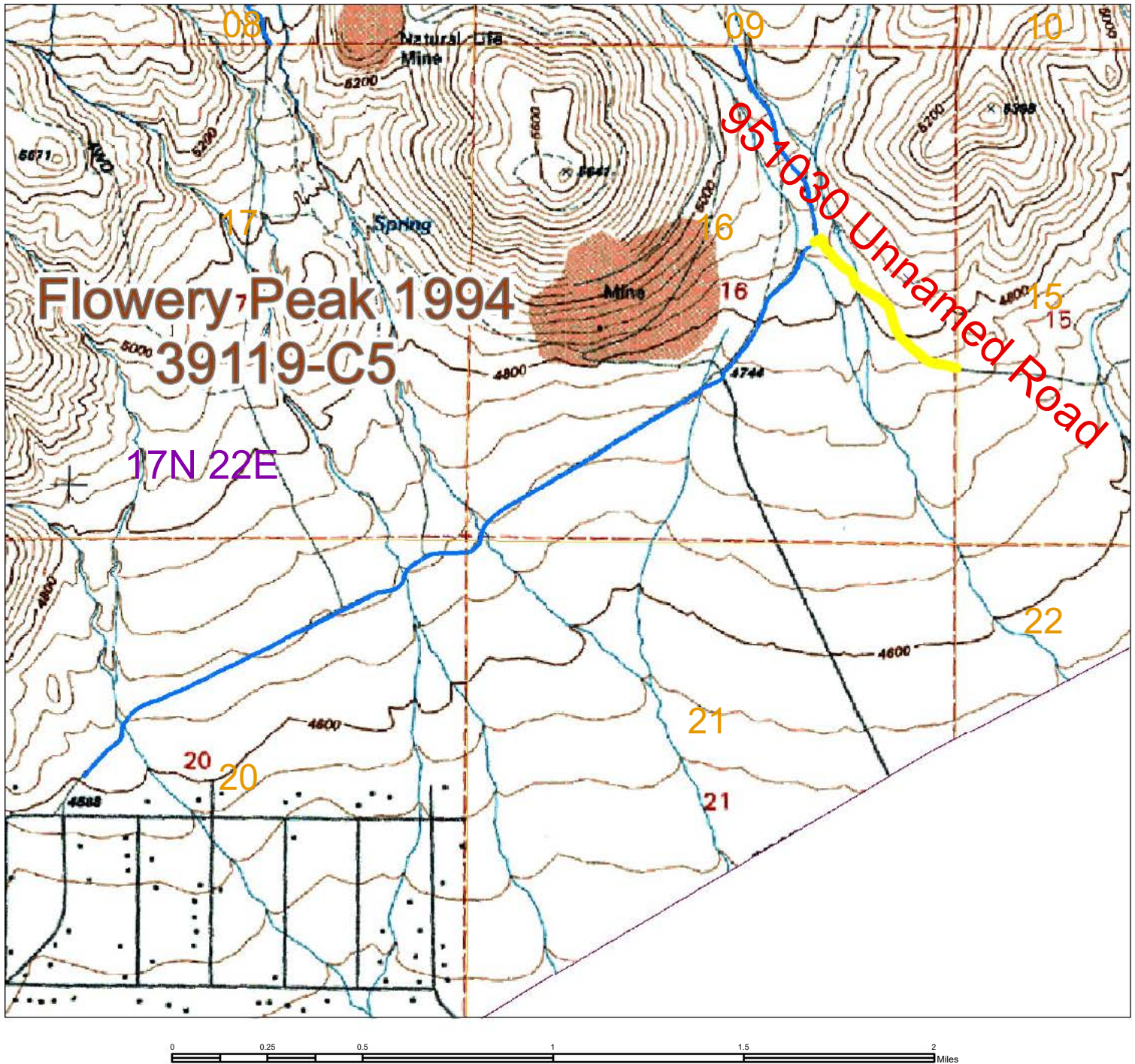
The collected centerline report for this road is in a database maintained by the Storey County GIS
Outsource Contractor.

This road provides access to other roads, private property, water rights, and mining claims or to hunting,
fishing, firewood, wildlife viewing, camping, hiking, motor vehicle recreation, mineral exploration or
other general outdoor recreation areas, or any combination thereof.

"The RS 2477 assertion is to the segments of the road that traverse land reserved and managed by the
Bureau of Land Management and US Forest Service, United States Department of the Interior and
segments of the road that traverse land owned by any other person or entity."

Locator Map

Excerpt from current USGS Topographical maps,



Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere

Map Source: Central Nevada GIS and
Cartography Services, LLC. (CNGIS)
Jerry Elkins 775-761-7777

Data Source: Base Map – USGS Topographical maps,
State and Local County Roads – supplied by Storey
County's contracted 3rd party GIS provider.
RS2477 Roads – Digitally collected by CNGIS

Date: 9/17/2020

Legend

- Subject Road
- RS2477 Roads
- Road in Process
- State and County Roads
- SIX MILE CANYON RD
- SR 341
- SR 342
- SR 439
- USGS Quadrangle Grid

951030 (1)

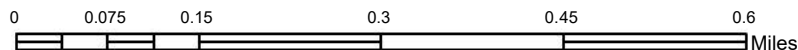
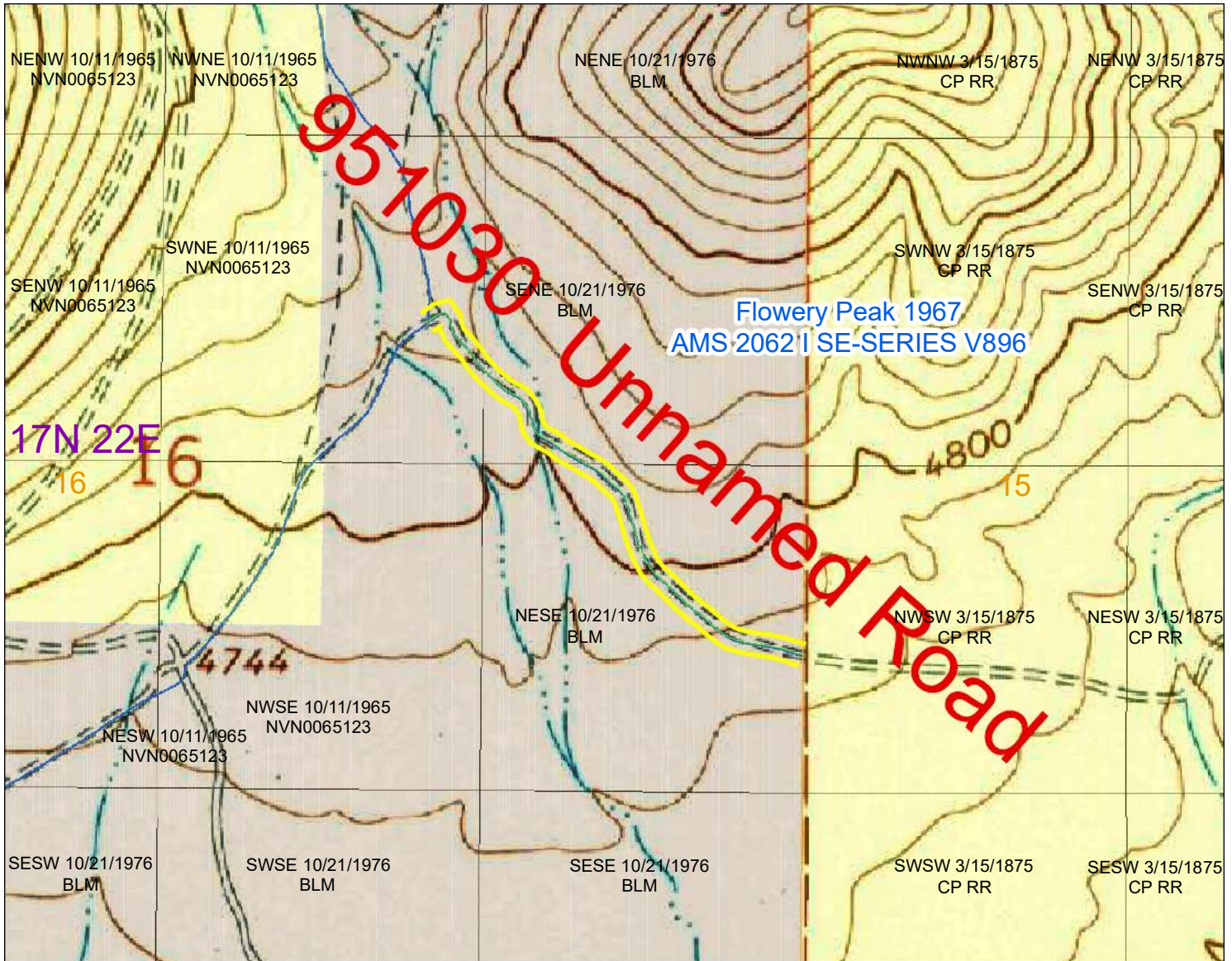


951030 (2)



Proof Map

Excerpt from historic maps: USGS Topographical maps,
GLO Survey maps, BLM Surface Management maps,
various State and NDOT transportation maps



Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere

Map Source: Central Nevada GIS and
Cartography Services, LLC. (CNGIS)
Jerry Elkins 775-761-7777

Data Source: Base Map – USGS Topographical maps,
GLO Survey maps, BLM Surface Management maps,
various historic State and NDOT Transportation
maps.

State and Local County Roads – supplied by Storey
County's contracted 3rd party GIS provider.
RS2477 Roads – Digitally collected by CNGIS

Date: 9/16/2020

Legend

 Subject Road


RS2477 Roads Project

 Roads in Process


 Township/Range Label

 Date of Transfer from Public

Land Ownership Status

 Bureau of Indian Affairs

 Bureau of Land Management

 Bureau of Reclamation

 Private Ownership





Storey County Board of Highway Commissioners Agenda Action Report

Meeting date: 6/6/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10

Agenda Item Type: Discussion/Possible Action

- **Title:** Report of public works department regarding roads and highways in Storey County.
- **Recommended motion:** Discussion only
- **Prepared by:** Jason Wierzbicki

Department: **Contact Number:** 7758470958

- **Staff Summary:** Discussion of roads and projects throughout the County
- **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 Highway Commissioners Agenda Action Report

Meeting date: June 6th, 2023

Estimate of time required: 10 Min

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Discussion only: Report of public works department regarding roads and highways in Storey County.

2. **Recommended motion:**

3. **Prepared by: Jason Wierzbicki**

Department: Public Works

Telephone: 847-0958

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

5. **Supporting materials:**

6. **Fiscal impact:**

Funds Available:

Fund:

_____ Comptroller

7. **Legal review required:**

_____ **X** District Attorney

8. **Reviewed by:**

_____ Department Head

Department Name: Commissioner's Office

_____ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐ Approved with Modifications

☐ Denied

☐ Continued

Staff Summary

Agenda Item No. _____

Under NRS Chapter 403 the Board of Highway Commissioners is required to meet once per month as close to the first of the month as is possible. This agenda item satisfies that requirement. The public works department will provide an update as to the status of roads in Storey County.



Board of Storey County Commissioners

Agenda Action Report

Meeting date: 6/6/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Presentation by the Nevada Rural Housing Authority (NRHA) about rural affordable home purchase programs, and discussion and consideration for approval of Resolution No. 23-691 providing for the transfer of Storey County's 2023 Private Activity Bond Volume Cap to the NRHA for the purpose of providing first-time home buyer, down payment, and other affordable housing assistance, and other related matters.
- **Recommended motion:** I (commissioner) motion to approve Resolution No. 691 providing for the transfer of Storey County's 2023 Private Activity Bond Volume Cap to the Nevada Rural Housing Authority for the purpose of providing first-time home buyer, down payment, and other affordable housing assistance, and other related matters.
- **Prepared by:** Austin Osborne

Department:

Contact Number: 775.847.0968

- **Staff Summary:** Each year Storey County transfers all or a portion of its unused Private Activity Bond Cap (PABC) to Nevada Rural Housing Authority (NRHA), resulting in our continued success operating Home At Last™, the award-winning, single-family housing program created exclusively for rural homebuyers.
-
- Transferring unused PABC to NRHA does not obligate the County in any way – it simply provides NRHA with an additional financing tool to ensure it can continue offering affordable homeownership programs like the Mortgage Credit Certificate (MCC), offered exclusively through NRHA.
-
- Nevada's 2023 volume cap allocation is \$381,332,640 according to the IRS Internal Revenue Bulletin 2023-12. The NRHA received the certified population numbers from the Nevada State Demographer shown on page 3 for July 1, 2022 numbers. Attached is the 2023 Volume Cap Distribution document which shows the allocation per jurisdiction. Any unused bond allocation will revert to the Director's Office after that date.
- **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

State of Nevada - Department of Business & Industry
Distribution of Federal Tax Exempt Private Activity Bonding Authority [CAP]
For Use in Calendar Year 2023

\$381,332,640.00 =Total statewide allocation
\$190,666,320.00 =Local jurisdictions allocation Total

Based upon estimates from the Nevada State Demographer with the Nevada Department of Taxation

Counties & Incorporated Cities	2022 Population Estimate**		Percentage of State Population		Total for Distribution	\$	
	County Totals	Jurisdiction Totals					
							190,666,320
Carson City	58,314	58,314	1.81998%				3,470,084.71
Churchill County	26,564						
Fallon		9,308	0.29050%			\$	553,890.12
Unincorporated County		17,256	0.53856%			\$	1,026,850.87
Clark County	2,338,127						
Boulder City		15,012	0.46852%			\$	893,317.41
Henderson		334,640	10.44410%			\$	19,913,385.27
Las Vegas		660,987	20.62938%			\$	39,333,279.92
Mesquite		22,205	0.69302%			\$	1,321,350.47
North Las Vegas		278,671	8.69731%			\$	16,582,844.21
Unincorporate County		1,026,612	32.04052%			\$	61,090,486.14
Douglas County	52,674	52,674	1.64395%			\$	3,134,465.86
Elko County	56,396						
Carlin		2,531	0.07899%			\$	150,611.94
Elko		21,303	0.66487%			\$	1,267,675.25
Wells		1,272	0.03970%			\$	75,692.76
West Wendover		4,464	0.13932%			\$	265,638.75
Unincorporated County		26,826	0.83724%			\$	1,596,331.80
Esmeralda County	1,068	1,068	0.03333%			\$	63,553.36
Eureka County	1,847	1,847	0.05764%			\$	109,909.22
Humboldt County	17,921						
Winnemucca		8,554	0.26697%			\$	509,021.93
Unincorporated County		9,367	0.29234%			\$	557,401.03
Lander County	6,158	6,158	0.19219%			\$	366,443.42
Lincoln County	4,971						
Caliente		1,167	0.03642%			\$	69,444.54
Unincorporated County		3,804	0.11872%			\$	226,364.21
Lyon County	60,454						
Fernley		23,210	0.72438%			\$	1,381,154.89
Yerington		3,423	0.10683%			\$	203,692.08
Unincorporated County		33,821	1.05555%			\$	2,012,582.49
Mineral County	4,870	4,870	0.15199%			\$	289,798.55
Nye County	51,334	51,334	1.60213%			\$	3,054,726.63
Pershing County	7,344						
Lovelock		2,084	0.06504%			\$	124,012.36
Unincorporated County		5,260	0.16416%			\$	313,006.24
Storey County	4,427	4,427	0.13817%			\$	263,437.00
Washoe County	501,635						
Reno		274,129	8.55556%			\$	16,312,563.93
Sparks		111,735	3.48725%			\$	6,649,002.22
Unincorporated County		115,771	3.61321%			\$	6,889,172.03
White Pine County	10,001						
Ely		4,015	0.12531%			\$	238,920.16
Unincorporated County		5,986	0.18682%			\$	356,208.24
Totals	3,204,105	3,204,105	100.0000%			\$	190,666,320.00

**Mission first.
Everything else
second.**



*Nevada Rural Housing's Mission is to promote,
provide and finance affordable housing
opportunities for all rural Nevadans.*

May 30, 2023

Austin Osborne
County Manager, Storey County
P.O. Box 176
Virginia City, NV 89440

Re: Request for Private Activity Bond Cap

Dear Mr. Osborne:

Each year, your county transfers all or a portion of its unused Private Activity Bond Cap (PABC) to Nevada Rural Housing Authority (NRH), resulting in our continued success operating Home At Last™, the award-winning, single-family housing program created exclusively for rural homebuyers. Transferring unused PABC to NRH does not obligate the county in any way – it simply provides us with an additional financing tool to ensure we can continue offering affordable homeownership programs like the Mortgage Credit Certificate (MCC), offered exclusively through NRH.

Please accept this letter as our request to schedule this as a consent item (or action item if needed) for the upcoming County Commission meeting requested by NRH. A draft of the resolution and transfer certificate required by the State of Nevada is attached for your use in preparing this item for the agenda.

Within five (5) days of approval, please email the executed documents to Diane@NVRural.org and mail the originals to:

Attn: Carrie Foley
State of Nevada, Department of Business & Industry
3300 W. Sahara Ave., Suite 425
Las Vegas, NV 89102

If you have any questions about the transfer or this request, please consult your counsel or NRH's bond counsel, Ryan Bowen at (312) 845-3277.

A handwritten signature in blue ink that reads "William L. Brewer".

William L. Brewer
Executive Director

Enclosures: 3 (Report, Resolution, Transfer Certificate)



COMMUNITY PROGRESS REPORT

STOREY COUNTY • 2023





NRH operates under the oversight of a board of commissioners appointed by the Nevada Association of Counties and the Nevada League of Cities and Municipalities, and is defined as an instrumentality, local government and political subdivision of the State of Nevada, exercising public and essential governmental functions. NRH's area of operation is defined as communities with population under 150,000.

While the nuts and bolts of our programs help deliver the tangibles (help with rent, apartment complexes, mortgages and homes), the soul of our programs deliver the true deliverable: hope.

With community partners like you, NRH is proud to have delivered hope to rural Nevadans for 50 years.



PROGRAM POINTS OF INTEREST

Homeownership	\$2.3 BILLION MORTGAGES PROVIDED
Homebuyer Tax Credits	\$38.1 MILLION EST. TAX SAVINGS
Rental Assistance	1,158 FAMILIES ASSISTED ANNUALLY
Community Development	729 UNITS BUILT OR PRESERVED
Weatherization & Home Repair	302 CLIENTS ASSISTED IN 5 RURAL COUNTIES
Real Estate Operations	736 DOORS MANAGED IN 9 COMMUNITIES

"WITHOUT NEVADA RURAL, WE WOULD NOT
BE IN OUR HOME TODAY."
-THE CHRISTY FAMILY



HOMEOWNERSHIP PROGRAMS

GET NEVADANS HOME AT LAST

Our homeownership programs – from mortgage tax credits and down payment assistance, to low-rate mortgage options and homebuyer education – provide unprecedented access to a wider range of affordable credit options, resulting in doors being opened for more rural Nevadans to own a home.

Since 2006, the program has provided \$2.3 billion in mortgages, assisted 10,532 homeowners, provided \$63.6 million in down payment assistance and has delivered \$38.1 million in estimated tax savings to homeowners, which is reinvested in their communities.

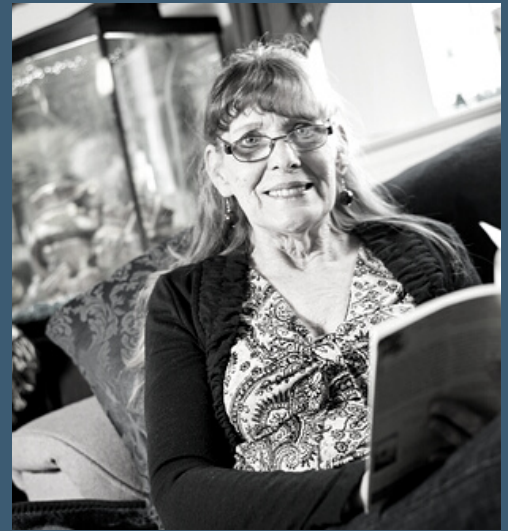
A transfer of private activity bond cap to Nevada Rural Housing benefits homebuyers by providing affordable single-family home financing to those who desire to work, live and thrive in rural Nevada.

PROGRAM IMPACT FOR STOREY COUNTY

- \$2.4 MILLION IN PRIVATE ACTIVITY BOND CAP TRANSFERS FROM THE COUNTY TO NRH SINCE 2006
- \$24.7 MILLION IN MORTGAGES PROVIDED TO 113 HOMEBUYERS SINCE 2006
- \$420,000 IN ESTIMATED FEDERAL TAX SAVINGS TO HOMEOWNERS IN THE COUNTY SINCE 2006
- \$719,686 IN DOWN PAYMENT ASSISTANCE TO HOMEBUYERS IN THE COUNTY SINCE 2006

SOLUTIONS-DRIVEN PROGRAMS

Home is the nicest word there is.



We know how good home feels, and we're here to help rural Nevadans get there. Whether it's through building, repairing, managing, or helping find and afford housing, our programs aim to deliver the solutions our communities need and deserve.

SERVICE BY THE NUMBERS

- 2/3 OF RENTAL ASSISTANCE RECIPIENTS ARE SENIORS AND PEOPLE WITH DISABILITIES
- 68 CLIENTS HOLD SPECIAL VASH (VETERANS AFFAIRS SUPPORTIVE HOUSING) VOUCHERS
- 83% OF RENTAL-ASSISTED HOUSEHOLDS ARE BELOW 30% AREA MEDIAN INCOME
- AVG. ANNUAL HOUSEHOLD INCOME OF RENTAL-ASSISTED HOUSEHOLD IS APPROX. \$12,000
- MOST WEATHERIZATION CLIENTS ARE AGING-IN-PLACE SENIORS WITH LOWER INCOMES
- WEATHERIZATION PROGRAM CAN SAVE 5-30% ON ENERGY BILLS THROUGH AUDIT AND UPGRADES
- 128 PLANNED UNITS THROUGH 2025 WITH DEVELOPMENT EXPLORATION ONGOING

NRH NOW ACCEPTING LANDLORD PARTICIPATION APPLICATIONS
CONTACT: LANDLORDS@NVRURAL.ORG OR (775) 283-0174

DATA-DRIVEN DECISIONMAKING

WHAT'S COMING IN RURAL NEVADA



Per the definition established by the Federal Government: "Families who pay more than 30 percent of their income for housing (including the cost of their utilities) are considered to be 'overburdened' from a cost perspective, and accordingly these households may have difficulty affording other necessities such as food, clothing, transportation and medical care."

We strive to provide clarity to the term "Affordable Housing" and to identify the growing need for affordable housing inventory throughout our rural communities. This endeavor is designed to facilitate and support the production of affordable housing stock in all rural areas throughout our state. And here's the thing: we know we need more.

But how much? What kind? Where should it be? And what levels of affordability are needed to ensure a community's housing ecosystem is positively impacted for generations to come?

Enter: The need for housing data.



In the fall of 2014, we began the task of identifying our affordable housing needs by first identifying the overburdened household populations throughout the rural areas of our state, compiling three totally independent housing studies. These studies concentrated on 11 rural counties, the Carson City area, and the high growth job market situated in northern Nevada in connection with the Tahoe Reno Industrial Center located in northern Storey County. Each study assessed the population, economic conditions, household size, income and age factors, availability of community infrastructure and public services, existing housing conditions, home sales and area rental values, local projected housing costs focused on the production of new quality affordable housing products, and the projected affordable housing demand concerns for each housing market identified. This data was intended to begin important dialogue between counties, communities and partners.

We then published comprehensive housing studies in March 2018, covering Nevada's 15 rural counties and the rural portions of Clark and Washoe Counties. The studies highlighted challenges and opportunities throughout Nevada, and promoted dialogue between private and public partners who are tackling the state's housing crisis. The studies assess factors that contribute to a community's housing needs, including:

- Population
- Economic conditions
- Household size
- Income and age factors
- Availability of infrastructure and public services
- Existing housing conditions, home sales, and area rental values
- Projected housing costs
- Projected housing demand for every rural housing market in the state

Data is just a snapshot in time, of course, and we will be releasing updated studies in 2023 and 2024 through our work with the University of Nevada, Reno Extension's Nevada Economic Assessment Project (NEAP).

**HOUSING STUDY DATA AVAILABLE AT
NEVADARURALHOUSINGSTUDIES.ORG**

UPDATES COMING 2023-2024

SEE THE MISSION IN ACTION



VISIT US AT NVRURAL.ORG



THIS INSTITUTION IS AN EQUAL OPPORTUNITY
PROVIDER AND EMPLOYER

NIRH NEVADA
RURAL
HOUSING

RESOLUTION No. 23-691

RESOLUTION OF THE BOARD OF COMMISSIONERS OF STOREY COUNTY, NEVADA
PROVIDING FOR THE TRANSFER OF THE COUNTY'S 2023 PRIVATE ACTIVITY BOND
VOLUME CAP TO THE NEVADA RURAL HOUSING AUTHORITY; AND OTHER MATTERS
RELATED THERETO

WHEREAS, pursuant to the provisions of Chapter 348A of the Nevada Revised Statutes (“NRS”) and Chapter 348A of the Nevada Administrative Code (“NAC”), there has been allocated to Storey County, Nevada (the “County”), the amount of \$263,437.00 in tax-exempt private activity bond volume cap for year 2023 (the “2023 Bond Cap”); and

WHEREAS, the Nevada Rural Housing Authority (the “NRHA”), has requested that the County transfer its 2023 Bond Cap to the NRHA for the purpose of providing a means of financing the costs of single family residential housing that will provide decent, safe and sanitary dwellings at affordable prices for persons of low and moderate income (“Single Family Programs”); and

WHEREAS, the County is a local government as defined by NAC 348A.070; and

WHEREAS, Section 348A.180 of the NAC provides a procedure whereby the County may, by resolution, transfer to any other local government located within the same county, all or any portion of its 2023 Bond Cap; and

WHEREAS, pursuant to NRS 315.983(1)(a), the NRHA is an instrumentality, local government and political subdivision of the State of Nevada (the “State”); and

WHEREAS, the NRHA is located within the County, pursuant to NRS 315.963, which defines the NRHA’s area of operation as “any area of the State which is not included within the corporate limits of a city or town having a population of 150,000 or more.”

NOW, THEREFORE, the Board of Commissioners of the County does hereby find, resolve, determine and order as follows:

Section 1. Recitals. The recitals set forth herein above are true and correct in all respects.

Section 2. Transfer of Private Activity Bond Volume Cap. Pursuant to NAC 348A.180, the County hereby transfers its 2023 Bond Cap in the amount of \$263,437.00 to the NRHA for its Single Family Programs.

Section 3. Use of 2023 Bond Cap. The NRHA will use the 2023 Bond Cap for single family purposes in calendar year 2023 or carry forward any remaining amount according to the Internal Revenue Code of 1986, as amended, for such purposes.

Section 4. Representative of County. Pursuant to NAC 348A.180(1), the Director of the State of Nevada Department of Business and Industry (the “Director”) may contact Austin Osborne, County Manager, Storey County, regarding this Resolution at (775) 847-0968 or by email at AOsborne@StoreyCounty.org or in writing at PO Box 176, Virginia City, Nevada 89440.

Section 5. Additional Action. The Chair of the Board of County Commissioners and the Clerk of the County are hereby authorized and directed to take all actions as necessary to effectuate the transfer of the 2023 Bond Cap, and carry out the duties of the County hereunder, including the execution of all certificates pertaining to the transfer as required by NAC 348A.

Section 6. Direction to the NRHA. The NRHA shall notify the Director in writing as soon as practicable of the occurrence or nonoccurrence of any term or condition that would affect the disposition of the 2023 Bond Cap.

Section 7. Representative of the NRHA. Pursuant to NAC 348A.180(3), the Director may contact Diane Arvizo, Director of Homeownership Programs of Nevada Rural Housing Authority regarding this Resolution at (775) 886-7900 or by email at Diane@NVRural.Org or in writing at Nevada Rural Housing Authority, 3695 Desatoya Drive, Carson City, Nevada 89701.

Section 8. Obligation of the County. This Resolution is not to be construed as a pledge of the faith and credit of or by the County, or of any agency, instrumentality, or subdivision of the County. Nothing in this Resolution obligates or authorizes the County to issue bonds for any project or to grant approvals for a project or constitutes a representation that such bonds will be issued.

Section 9. Enforceability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution. This Resolution shall go into effect immediately upon its passage.

ADOPTED, SIGNED AND APPROVED this ____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
STOREY COUNTY, NEVADA

By _____
Jay Carmona, Chair

ATTEST:

By _____
Jim Hindle, County Clerk/Treasurer

CERTIFICATE OF TRANSFER OF VOLUME CAP

I, Jim Hindle, am the duly chosen and qualified County Clerk of Storey County, Nevada (the “*County*”) and in the performance of my duties as County Clerk do hereby certify to the Office of Business Finance and Planning in accordance with Section 348A.260 of the Nevada Administrative Code (“*NAC*”), that the 2023 private activity bond volume cap allocated to the County in the amount of \$263,437.00 has been transferred as follows:

\$263,437.00 has been transferred pursuant to NAC 348A.180 from the County, a local government, located in the State of Nevada to the Nevada Rural Housing Authority, a local government, located within Storey County, for the purpose of providing a means of financing the costs of single family residential housing that will provide decent, safe and sanitary dwellings at affordable prices for persons of low and moderate income.

This certificate is being filed within five (5) days of the transfer being made in accordance with NAC 348.260.

STOREY COUNTY, NEVADA

By _____
Jim Hindle, Storey County Clerk/Treasurer

C.c.: Diane Arvizo, Nevada Rural Housing Authority
Sherry Wood, Nevada Rural Housing Authority
Carrie Foley, Nevada Department of Business and Industry



Board of Storey County Commissioners Agenda Action Report

Meeting date: 6/6/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Presentation by Kristen Brown, Comstock Preservation and History Officer with the Nevada State Historic Preservation Office, will give an overview of the Tax Incentives for Preserving Historic Properties through the Nevada State Historic Preservation Office and the National Park Service.
- **Recommended motion:** None, discussion only.
- **Prepared by:** Lara Mather

Department:

Contact Number: 17758470986

- **Staff Summary:** The Federal Historic Preservation Tax Incentives program encourages private sector investment in the rehabilitation and re-use of historic buildings. It creates jobs and is one of the nation's most successful and cost-effective community revitalization programs. It has leveraged \$116.34 billion in private investment to preserve more than 47,000 historic properties since 1976. The National Park Service, through its Technical Preservation Services division, and the Internal Revenue Service administer the program in partnership with State Historic Preservation Offices.
- **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: 6/6/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 Min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval for the County Manager to sign a contract agreement addendum between Storey County and The Porter Group. This contract is for a two (2) year period beginning July 1, 2023, for the annual amount of \$120,000.
- **Recommended motion:** I _ (commissioner), move to approve the County Manager to sign the contract agreement addendum between Storey County and The Porter Group for the period of two (2) year period beginning July 1, 2023, at the annual amount of \$120,000.
- **Prepared by:** Lara Mather

Department:

Contact Number: 17758470986

- **Staff Summary:** The objective of this agreement is to assist the county with federal projects, bills, and funding initiatives. Federal funding initiatives and Congressionally Directed Spending may provide opportunities for the county to fund water, sewer, roads, and facilities across the county. Assistance will be needed to increase the county's early awareness of funding opportunities, securing Congressional support, and navigating the application and political processes for these funds.
-
- Federal assistance also will be provided with the Storey County Lands Bill transfers including the Mark Twain area, School District land request, and the Gold Hill Cemetery land. The Porter Group has assisted the county in security grant funds through the Federal Community Projects Funding. In addition, the Porter Group is assisting the county with the McCarran ZIP Code clarification issue. The contract is for a period of two years at \$10,000 per month.
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

May 4, 2023

Austin Osborne
County Manager
Storey County, Nevada
26 South B Street
Virginia City, NV 89440

Re: Porter Group, LLC – Supplemental Representation Agreement – First Addendum

Dear Mr. Osborne:

This letter agreement will serve as an addendum (“First Addendum”) to the professional services agreement that commenced as of August 18, 2021 entitled, Proposal and Engagement Agreement for Federal Government Affairs Consulting Services (“the Agreement”) by and between Porter Group, LLC (“Porter Group”) and Storey County, Nevada (“the County”). The Agreement, which is attached hereto, states, among other things, that its “Initial Term” begins as of August 18, 2021 and terminates as of August 31, 2023 and allows the parties to extend the Agreement beyond the Initial Term. The Agreement also states that the agreed-upon monthly retainer fee to be paid by the County to Porter Group is \$6,000.00 per month throughout the Initial Term.

By way of this First Addendum, the parties have mutually agreed to do the following as of July 1, 2023: 1) extend the term of the Agreement beyond the Initial Term (earlier than the Agreement contemplates) with a new, extended term beginning July 1, 2023 and ending as of June 30, 2025 (the “Extended Term”); and 2) increase the current monthly retainer amount to \$10,000.00 per month as of July 1, 2023 to be in effect throughout the Extended Term.

There are no other changes to the Agreement. Please review this First Addendum and, if it meets with your approval, sign the enclosed copy in the space provided below and return it to me. It is our pleasure and privilege to continue representing the County. Please call me if you have any questions.

Sincerely,



Honorable Jon C. Porter
President/CEO
Porter Group, LLC

AGREED TO AND ACCEPTED

Storey County, Nevada

By: _____

Company/Title: _____

Date: _____



Board of Storey County Commissioners

Agenda Action Report

**Meeting date: 6/6/2023 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 5

Agenda Item Type: Discussion/Possible Action

- **Title:** Special Use Permit 2023-017. The applicants request a special use permit to allow for a second-floor deck encroachment into the front yard setback. The proposed deck would encroach approximately six feet into the front yard setback, providing an approximate 14-foot setback from the front property line for the second-floor deck. The property is located at 150 North Summit Street, Virginia City, Nevada, Assessor's Parcel Number (APN) 001-021-07.
- **Recommended motion:** Recommended motion: In accordance with the recommendation by the Planning Commission and staff, the Findings under section 3.A of the Staff Report, and in compliance with all Conditions of Approval, I [Commissioner], hereby move to approve a second-floor deck encroachment into the front yard setback. The proposed deck would encroach approximately six feet into the front yard setback, providing an approximate 14-foot setback from the front property line for the second-floor deck. The property is located at 150 North Summit Street, Virginia City, Nevada, Assessor's Parcel Number (APN) 001-021-07.

- **Prepared by:** Lyndi Renaud

Department:

Contact Number: 775-847-1144

- **Staff Summary:** See 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: June 6, 2023

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

Staff Contact: Kathy Canfield

File: 2023-017

Applicants: Raul and Monica Berumen

Property Owner: Raul and Monica Berumen

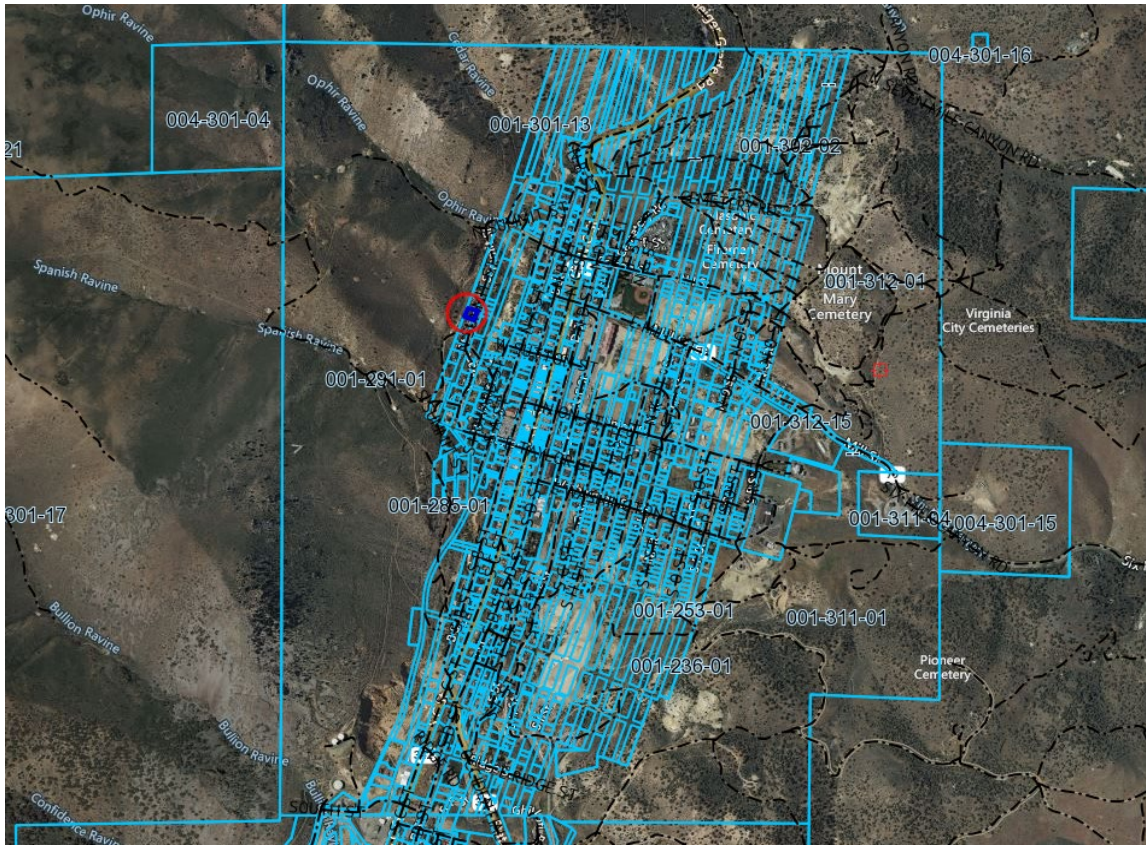
Property Location: 150 North Summit Street, Virginia City, Storey County, Nevada.

Request: The applicants request a special use permit to allow for a second-floor deck encroachment into the front yard setback. The proposed deck would encroach approximately six feet into the front yard setback, providing an approximate 14-foot setback from the front property line for the second-floor deck. The property is located at 150 North Summit Street, Virginia City, Nevada, Assessor's Parcel Number (APN) 001-021-07.

Planning Commission: This application was heard by the Planning Commission at their May 18, 2023, meeting. The Planning Commission discussed the project and considered the input of neighbors that were at the meeting to support the project, along with a letter of support from an additional neighbor. The Planning Commission voted 4-0 (one commissioner had technical issues, two were absent) to recommend approval of the project.

1. Background & Analysis

- A. Site Location & Background.** The proposed site is located on the western edge of Virginia City on Summit Street within an R1 zoning district. The parcel is approximately 10,000 square feet in size and contains an existing residence and a detached garage. Summit Street services the residences for this neighborhood and all existing residences are located on the uphill side of the street. The existing residence is located on a levelled pad at street level with the cut slope at the rear of the site almost vertical. The R1 zoning district has a requirement of a 20-foot front yard setback from the property line.



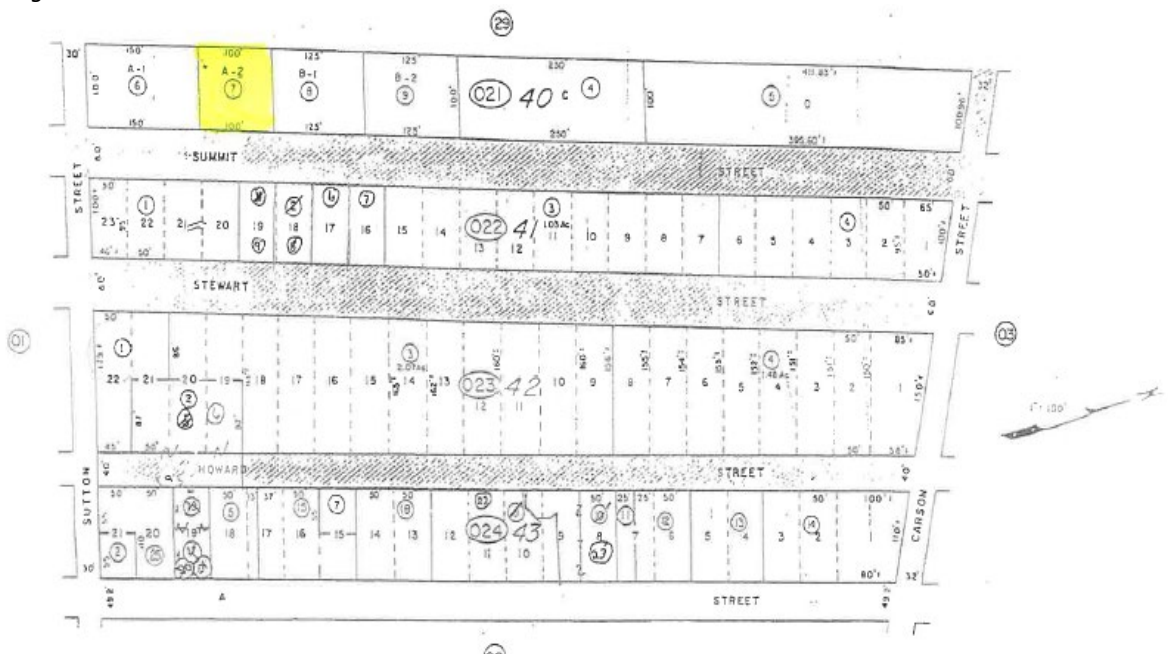
Vicinity Map



Location Map

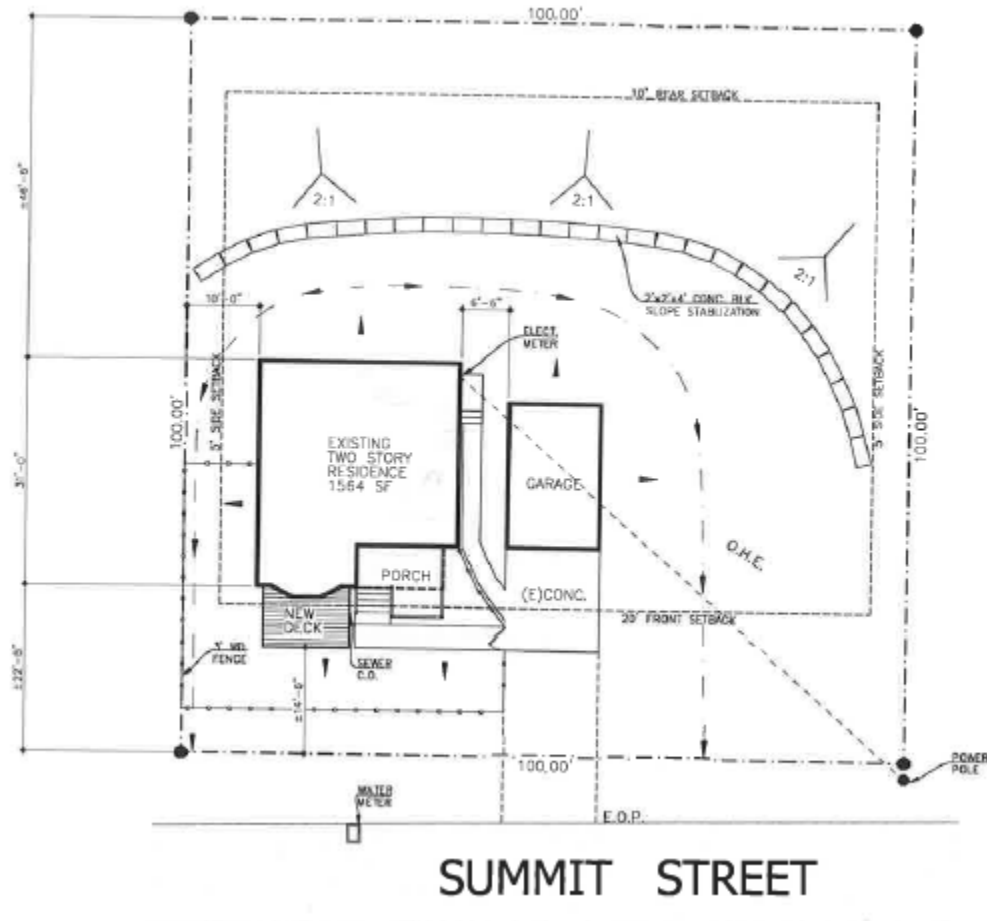


Neighborhood view

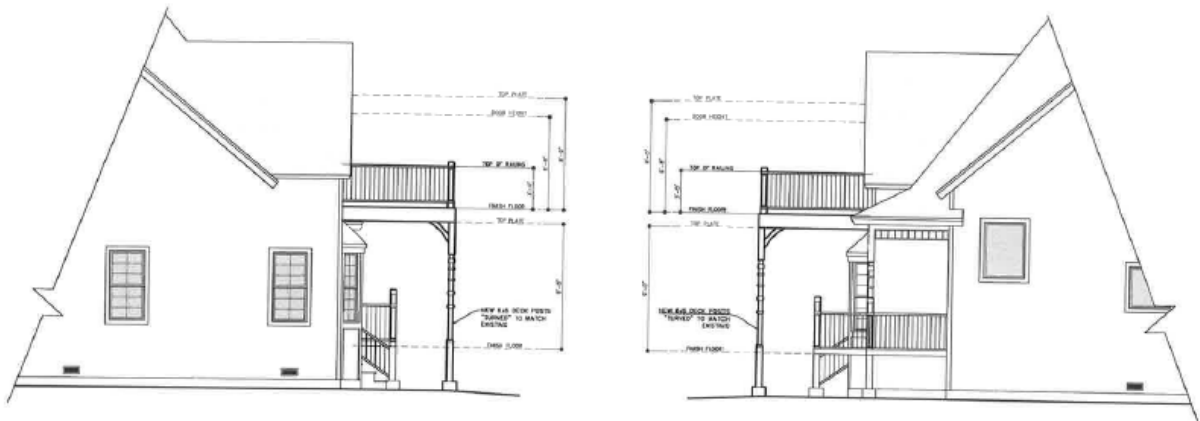


Assessor's Parcel Map

B. **Proposed Project.** The applicants propose to construct a second-floor deck. An existing window will be converted to a door and an 8-foot by 10-foot deck is proposed. The proposed deck will extend into the front yard setback by approximately 6 feet to have an overall setback of approximately 14-feet from the front property line. The deck will be approximately 13-feet in height from the adjacent ground and will be open underneath.

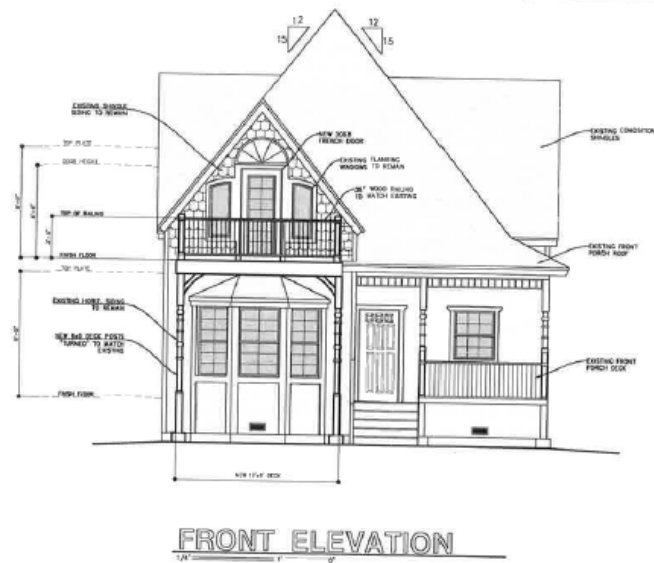


Proposed site plan



LEFT ELEVATION

RIGHT ELEVATION



FRONT ELEVATION

Proposed elevations



View looking northwest from Summit Street



View looking southwest from Summit Street

2. Use Compatibility and Compliance

- A. Compatibility with surrounding uses and zones.** The following table documents land uses, zoning classification and master plan designations for the land at and surrounding the proposed project. There are no evident conflicts between the proposed project and Storey County Title 17 Zoning or the 2016 Master Plan.

	Land Use	Master Plan	Zoning
Applicant's Land	residential	Single family residential	R1 residential
Land to the North	residential	Single family residential	R1 Residential
Land to the East	Vacant & residential	Single family residential	R1 Residential
Land to the South	residential	Single family residential	R1 Residential
Land to the West	Vacant public land	Resources	F Forestry

- B. Compliance with the Storey County Code.** The property is located within R1 Residential zoning district and single family residences are an allowed use. Section 17.12.056.B states "A special use permit may be granted for a roof, or a deck, landing, stairs, or platform with railing to be placed above the first floor porch, platform or landing in this encroachment case." The deck will be attached to the onsite residence and located above an existing platform/patio area within the front yard. The proposed deck will be approximately 13-feet above ground level and within an existing fenced front yard. The rear yard is almost a vertical cut slope, with the pedestrian space for the residence being the front yard area. The front yard also provides the view of Virginia City and the landscape beyond looking eastward. Because of the topography and the layout of the existing site, the applicant has requested a special use permit to encroach into the front yard setback for a second floor deck.

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

- (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 deck will be attached to the existing primary residential use and is an allowed use for the R1 Residential zoning district. The proposed use is consistent with the surrounding residential neighborhood. The Master Plan identifies the property within the Ophir Neighborhood Area Specific Plan and the area is expected to retain the single family residential use pattern. The proposed use of the property is consistent with this designation.

- (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 special use permit is to allow for the encroachment of a second floor deck into the front yard setback. The deck will be approximately 13-feet above grade and be located within an existing fenced front yard. The deck will not impede visibility for vehicles on Summit Street. The deck will be placed on the front of the residence and will not impact neighboring property views of the surrounding landscape. The deck will extend approximately 6-feet into the front yard setback, maintaining a 14-foot front yard setback.

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

The residential use will be similar to other residential uses within the Virginia City neighborhood and will not alter the land use of the property. The deck will be attached to the existing residence and will be located over an existing developed fenced front yard. The deck will be approximately 13-feet above grade and will not impact visibility on Summit Street or the adjacent properties. With the proposed special use permit, the deck will maintain an approximate 14-foot setback from the property line.

- (4) **The proposed use in the proposed area will be adequately served by and will impose no undue burden on any of the improvements, facilities, utilities, or**

services provided by the county or other governmental agency having jurisdiction in the county.

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

D. Compliance with 2016 Storey County Master.

The Master Plan has identified this area as Single Family Residential and is within the Ophir Neighborhood Area Specific Plan. Chapter 3, Land Use, of the Storey County Master Plan identifies that this area is expected to retain its single family land use pattern for the foreseeable future. The approval of this special use permit for a deck within the front yard setback is not expected to impact the character of the area.

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 Special Use Permit 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 approval or approval with conditions. The following Findings are evident with regard to the requested Special Use Permit when the recommended conditions in Section 4 are applied. At a minimum, an approval or conditional approval must be based on the following Findings:

- (1) This approval is to allow for a second-floor deck encroachment into the front yard setback. The proposed deck would encroach approximately six feet into the front yard setback, providing an approximate 14-foot setback from the front property line for the second-floor deck. The property is located at 150 North Summit Street, Virginia City, Nevada, Assessor's Parcel Number (APN) 001-021-07.
- (2) The proposed project complies with the general purpose, goals, objectives, and standards of the county master plan, this title, and any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice by the county.
- (3) The proposal location, size, height, operations, and other significant features will be compatible with and will not cause substantial negative impact on adjacent land uses or will perform a function or provide a service that is essential to the surrounding land uses, community, and neighborhood.
- (4) The proposed project will result in no substantial or undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, public improvements, public sites or right-of-way, or other matters affecting the public health, safety, and general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions and policies of the county master plan, this title, and any other plans, program, map or ordinance adopted or under consideration pursuant to an official notice, by the county, or other governmental agency having jurisdiction to guide growth and development.

- (5) The proposed use in the proposed area will be adequately served by and will impose no undue burden on any of the improvements, facilities, utilities, or services provided by the county or other governmental agency having jurisdiction in the county.
- (6) The Special Use Permit conforms to the 2016 Storey County Master Plan for the Ophir Neighborhood Area Specific Plan in which the subject property is located. A discussion supporting this finding is provided in Section 2.D of this staff report and the contents thereof are cited in an approval of this Special Use Permit.
- (7) The conditions under the Special Use Permit do not conflict with the minimum requirements in Storey County Code Sections 17.03.150 - Special Use Permit, 17.12 – General Provisions, and Section 17.16 – R1 Residential Zones.

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

- (1) This denial is for a second-floor deck encroachment into the front yard setback. The proposed deck would encroach approximately six feet into the front yard setback, providing an approximate 14-foot setback from the front property line for the second-floor deck. The property is located at 150 North Summit Street, Virginia City, Nevada, Assessor's Parcel Number (APN) 001-021-07.
- (2) The conditions under the Special Use Permit conflict with the minimum requirements in Storey County Code Sections 17.03.150 - Special Use Permit, 17.12 – General Provisions, and Section 17.16 – R1 Residential Zones.
- (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 to allow for a second-floor deck encroachment into the front yard setback. The proposed deck would encroach approximately six feet into the front yard setback, providing an approximate 14-foot setback from the front property line for the second-floor deck. The property is located at 150 North Summit Street, Virginia City, Nevada, Assessor's Parcel Number (APN) 001-021-07.
- B. **Compliance.** The Special Use Permit must comply with Storey County Codes, and submitted plans and reports, as approved. The Applicant must provide the Community Development Department site plans drawn to scale prior to obtaining a Building Permit.
- C. **Requirements.** The Permit Holder/Licensee shall apply for any/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 remains in compliance with the terms of this permit and Storey County, Nevada State, and federal regulations.

- D. **Hold Harmless.** The Property Owners agree to hold Storey County, its Officers and Representatives harmless from the costs and responsibilities associated with any damage or liability, and any/all other claims now existing or which may occur as a result of this Variance.
- E. **Distances.** The reduced front yard setback is approved to be approximately 14-feet from the east property line. All other setbacks (proposed or existing) must be in compliance with the Storey County Code.

5. **Public Comment**

Prior to the Planning Commission meeting, Planning staff had a discussion and received a letter of support from an adjacent neighbor. At the Planning Commission meeting, two additional neighbors attended the Planning Commission meeting in support of the applicant and their project.

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 the Planning Commission and 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 Board of County Commissioners should be made part of either motion.

A. **Recommended Motion (motion for approval)**

In accordance with the recommendation by the Planning Commission and staff, the Findings under section 3.A of the Staff Report, and in compliance with all Conditions of Approval, I [Commissioner], hereby move to approve a second-floor deck encroachment into the front yard setback. The proposed deck would encroach approximately six feet into the front yard setback, providing an approximate 14-foot setback from the front property line for the second-floor deck. The property is located at 150 North Summit Street, Virginia City, Nevada, Assessor's Parcel Number (APN) 001-021-07.

B. **Alternative Motion (motion for denial)**

In accordance with the Findings under section 3.B of this report and other Findings against the recommendation for approval with conditions by the Planning Commission and Staff, I [Commissioner], hereby move to deny the applicant's request to allow for a second-floor deck encroachment into the front yard setback. The proposed deck would encroach approximately six feet into the front yard setback, providing an approximate 14-foot setback from the front property line for the second-floor deck. The property is located at 150 North Summit Street, Virginia City, Nevada, Assessor's Parcel Number (APN) 001-021-07.



Board of Storey County Commissioners

Agenda Action Report

Meeting date: 6/6/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5

Agenda Item Type: Discussion/Possible Action

- **Title:** Variance 2023-018. The applicant requests a Variance to allow for a reduced front yard setback to construct an addition to an existing garage. The applicant proposes the new garage be placed approximately 7-feet from the front yard roadway easement of Hanaupah Road. The property is located at 4680 Hanaupah Road, Highland Ranches, Storey County, Nevada, Assessor's Parcel Number (APN) 003-401-10.
- **Recommended motion:** Recommended motion: In accordance with the recommendation by staff and the Planning Commission, the Findings of Fact under Section 3.A of this report, and other findings deemed appropriate by the Board of County Commissioners, and in compliance with the conditions of approval, I (commissioner), move to approve Variance 2023-018 to allow for a reduced front yard setback to construct an addition to an existing garage. The applicant proposes the new addition be placed approximately 7-feet from the front yard roadway easement of Hanaupah Road. The property is located at 4680 Hanaupah Road, Highland Ranches, Storey County, Nevada, Assessor's Parcel Number (APN) 003-401-10.

- **Prepared by:** Lyndi Renaud

Department:

Contact Number: 775-847-1144

- **Staff Summary:** See 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: June 6, 2023

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

Staff Contact: Kathy Canfield

File: 2023-018

Applicant: Larry and Beth Ann Austin

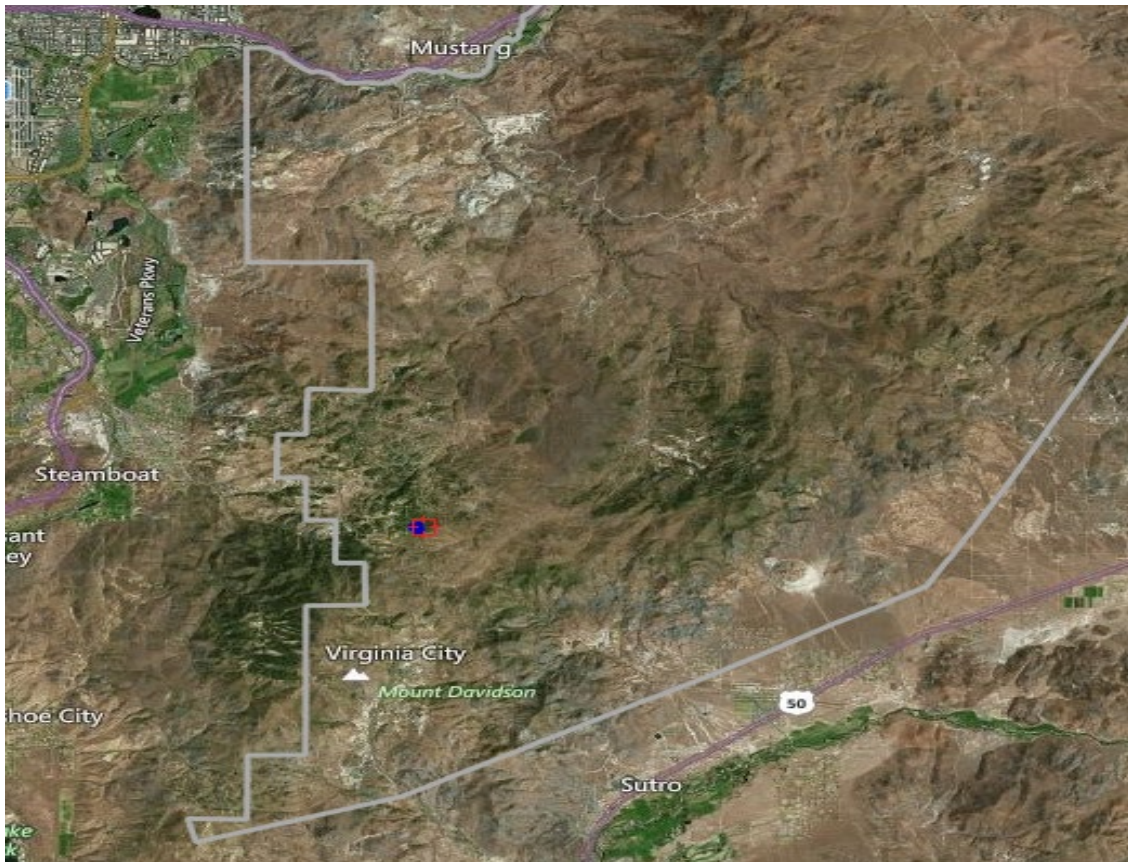
Property Owner: Larry and Beth Ann Austin

Property Location: 4680 Hanaupah Road, Highland Ranches, Storey County, Nevada, APN 003-401-10

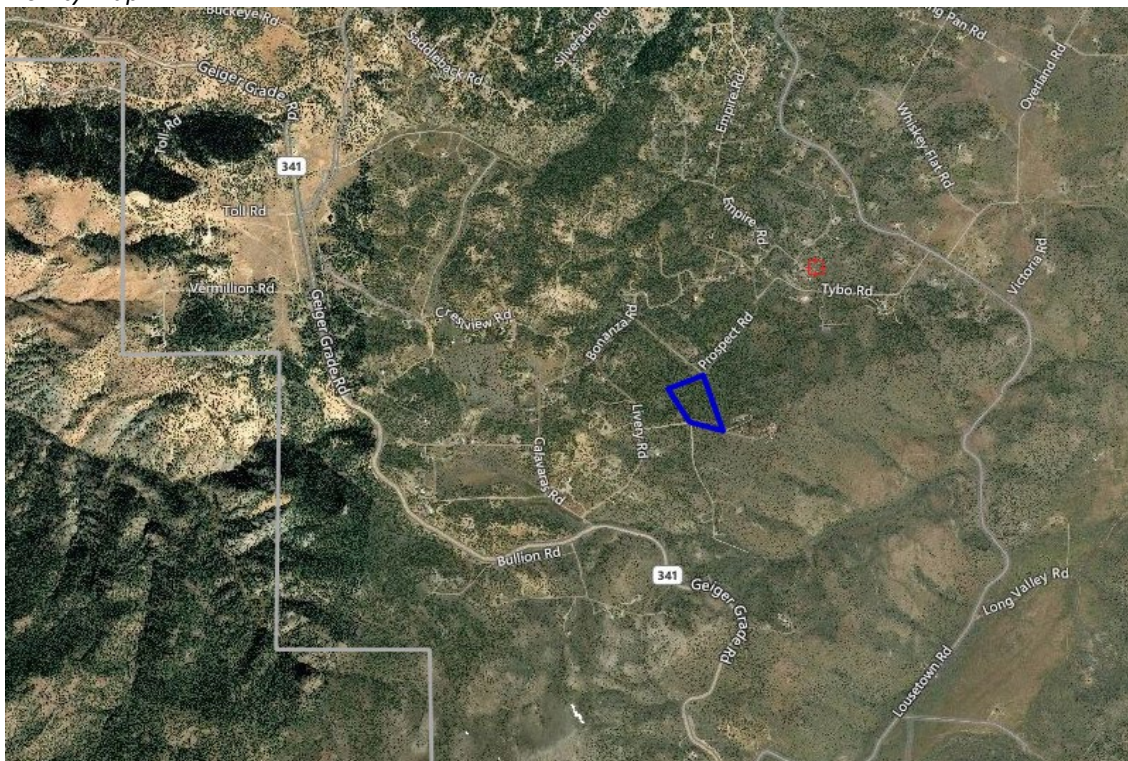
Request: The applicant requests a Variance (2023-018) to allow for a reduced front yard setback to construct an addition to an existing garage. The applicant proposes the new addition be placed approximately 7-feet from the front yard roadway easement of Hanaupah Road. The property is located at 4680 Hanaupah Road, Highland Ranches, Storey County, Nevada, Assessor's Parcel Number (APN) 003-401-10.

1. Background & Analysis

- A. Site Location and Characteristics.** The parcel is approximately 10.99 acres and is located within the Highland Ranches area of Storey County. The property contains an existing single family residence and an existing detached garage. The parcel has a level area adjacent to Hanaupah Road and then drops sharply downward. One corner of the property touches Remington Road and Prospect Road, however, there is no access from these roadways to the residence because of the hillside. Surrounding land uses include vacant residential land to the north, south and west, and two developed residential parcels to the east. Hanaupah Road ends one parcel to the east of the applicant's parcel. The property is zoned Estates E-10 HR.



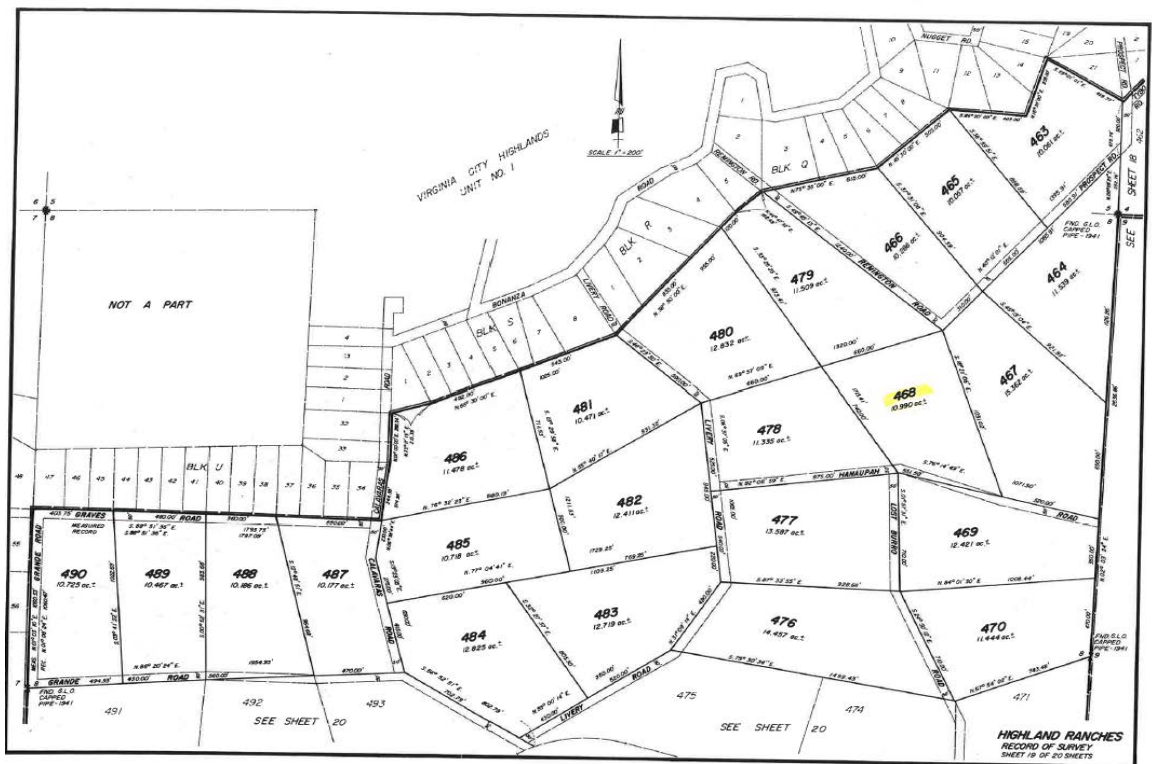
Vicinity Map



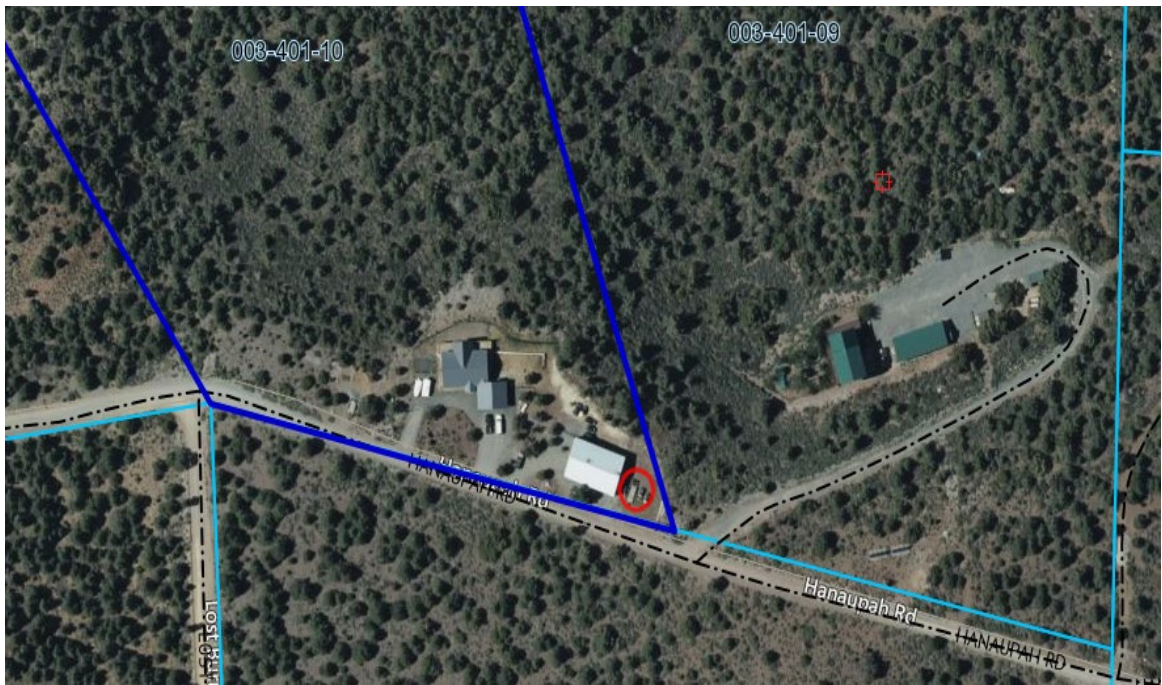
Location Map



Project Site



Subdivision map



Approximate location, not to scale.



Approximate addition location



View from Remington Road, looking south



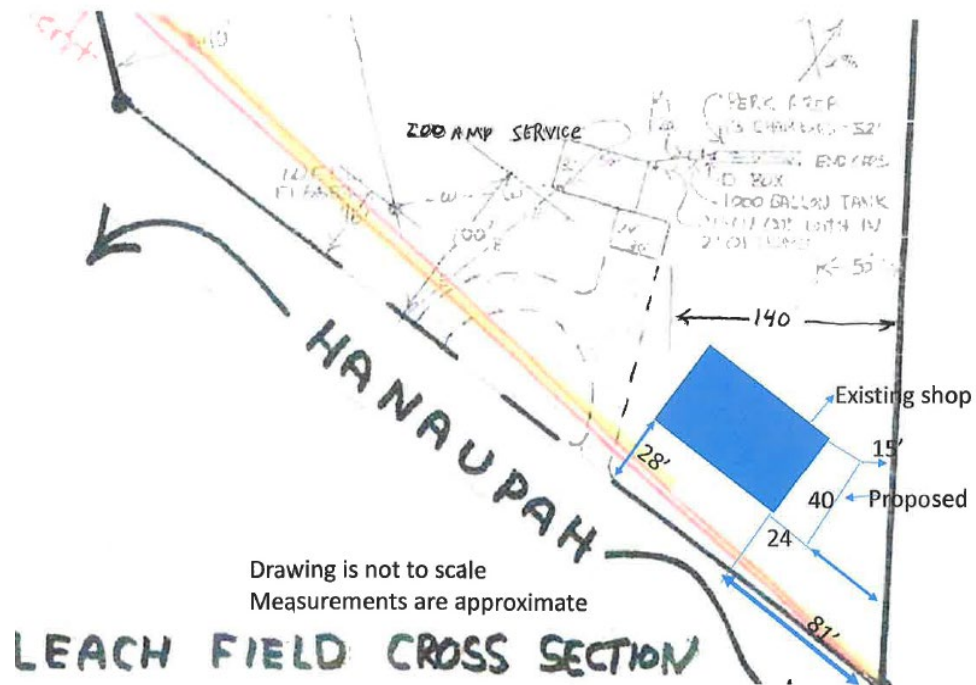
View from Livery Road, looking east

- B. Proposed Project.** The applicant is proposing to construct an addition to the existing detached garage. In determining the location for the existing garage, the applicant considered several locations on the parcel. Although the parcel is over 10 acres in size, because of the sharp drop off topography of the site, there is limited level area for a garage location. The location of the well and the septic system also utilize portions of the available level area.

The applicant received a variance to the front yard setback in 2018 to allow for the construction of the existing garage. The applicant desires to add on to the existing garage. This addition is expected to house existing vehicles/equipment that are currently exposed to the elements. The 15-foot side yard setback will be maintained and the new addition will be placed flush with the existing garage. The applicants are requesting a variance to allow for a 7-foot front yard setback from the Hanaupah Road easement.

The Storey County zoning ordinance measures setbacks from roadway easement lines. In this case, the setback from the easement line is approximately 7-feet, however the proposed addition will be located approximately 24-feet from the edge of the travel way.

- C. Setbacks.** This property is located within the E-10 HR Estates zone of the Virginia City Highlands. The setbacks for this zoning district require a 30-foot front yard, 15-foot side yards and 40-foot rear yard. This parcel has a portion of the Hanaupah Road roadway easement from which the front yard setback is measured. The shape of the easement is unusual, splitting the easement between the applicant's property and the property across the street. The proposed angle of the easement is also unusual and impacts the setback of the garage addition. Where the existing building is set back approximately 11 feet for the western side of the existing garage, the angle of the easement will result in eastern side of the addition (if approved) at a 7-foot setback.



the



- D. **Variance.** The applicant has requested a special use permit to deviate from the front yard setback. The applicant has proposed a front yard setback of 7-feet, versus the required 30-foot setback measured from the roadway easement for the proposed

addition. Section 17.03.140 of the Storey County Code identifies the process for Variances. This report follows the requirements outlined in the Code.

2. Compatibility and Compliance

- A. **Compatibility with surrounding uses and zones.** The following table documents land uses, zoning classification and master plan designations for the land at and surrounding the proposed project. There are no evident conflicts between the proposed second garage and Storey County Title 17 Zoning or the 2016 Master Plan with the exception of the setback which is addressed with the Variance application.

	Land Use	Master Plan Designation	Zoning
Applicant's Land	Residential	Single family estate	E 10 HR
Land to the North	Residential	Single family estate	E 10 HR
Land to the East	Vacant - residential	Single family estate	E 10 HR
Land to the South	Vacant - residential	Single family estate	E 10 HR
Land to the West	Vacant - residential	Single family estate	E 10 HR

- B. **Variances.** The Zoning Code section 17.03.140 Variances states that a Variance to the provisions of its title may be granted by the Storey County Board of County Commissioners (the Board) with action by the Storey County Planning Commission (the Planning Commission) where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulations, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the lot or parcel, the strict application of the regulations enacted under this title would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon the owner of property.

Within Section SCC 17.03.140 (F) it states: The Board's approval, approval with conditions, or denial of a Variance must be based on Findings that indicate that the proposed use is appropriate in the location for which it is approved. The Findings listed in this subsection are the minimum to be cited in an approval; the body may include additional Findings in their decision. The Board and Planning Commission must cite Findings of Fact in the motion for approval, approval with conditions, or denial.

At a minimum, an approval must be based on Findings that the proposal:

- (1) **That because of special circumstances applicable to the subject property, including shape, size, topography or location of surroundings, the strict application of the zoning ordinance would deprive the subject property of privileges enjoyed by other properties in the vicinity or under identical zone classification.**

The proposed variance would allow for the construction of an addition to an existing detached garage with a 7-foot front yard setback. The parcel is approximately 10.99 acres in size, but a significant portion of the parcel has a

steep slope making building extremely difficult. The proposed addition would be attached to the existing garage. Because of the odd angle the road easement has on the property, the proposed addition will be closer to the easement line, although when constructed, the appearance will be the proposed addition is at a consistent setback with the existing garage. Locations for the proposed addition are limited to the level portion of the parcel to allow for access to the garage from the existing residence. The well and septic system also limit the placement for the second garage.

The applicant has stated that they have spoken with the property owner to the east (closest neighbor to the proposed addition) and they have no objection to the proposed garage addition location.

(2) That the granting of the Variance is necessary for the preservation and enjoyment of substantial property rights of the applicant.

The proposed variance will allow for the applicant to construct an addition to the existing garage in a vacant area of their property without the necessity of relocating utility lines, septic systems and without having to add fill to a steep slope or construct extreme foundation measures for a garage cantilevering over a steep slope. The applicant desires the addition to be attached to the existing garage and the site of the addition is relatively level, requiring minimal grading, fill or retaining walls. The new addition will allow for existing vehicles/equipment to be placed within a structure.

(3) That the granting of the Variance will not, under the circumstances of the particular case, adversely affect to a material degree the health or safety of persons residing or working in the neighborhood of the subject property and will not be materially detrimental to the public welfare or materially injurious to property or improvements in the neighborhood of the subject property.

The proposed garage addition is not expected to detrimentally impact the surrounding properties or the general public. Hanaupah Road ends one parcel further from the applicant's land. Traffic on this portion of the roadway is minimal as it does not connect to any other roadway. The proposed addition will be located 7-feet from the roadway easement edge but approximately 24-feet from the edge of the travel way and is not expected to impact travel on Hanaupah Road.

- C. Storey County Zoning Code.** The property is located within Estates E 10 HR zoning district. The site is developed with a single family residence and detached garage. The proposed garage addition is a permissible accessory use. Except for the front yard setback, the proposed project is consistent with the E 10 HR zoning requirements.
- D. 2016 Storey County Master Plan.** Chapter 3, Land Use, of the Storey County Master Plan identifies the Highlands as "composed of custom site-built single-family residences located on large parcels. This pattern is expected to continue in this area for the

foreseeable future.” The approval of this variance is not expected to impact the character of the area.

3. Findings of Fact

A. Motion for approval. The following findings of fact are evident with regard to the requested Variance when the recommended conditions of approval in Section 4, Recommended Conditions of Approval, are applied.

- (1) This variance (Variance 2023-018) is to allow for a reduced front yard setback to construct an addition to an existing garage. The applicant proposes the new addition be placed approximately 7-feet from the front yard roadway easement of Hanaupah Road. The property is located at 4680 Hanaupah Road, Highland Ranches, Storey County, Nevada, Assessor’s Parcel Number (APN) 003-401-10.
- (2) The subject property is located within Estates E-10 VR zoning in which single family residences are an allowed use and detached garages are an allowed accessory use.
- (3) That because of special circumstances applicable to the subject property, including shape, size, topography or location of surroundings, the strict application of the zoning ordinance would deprive the subject property of privileges enjoyed by other properties in the vicinity or under identical zone classification.
- (4) That the granting of the Variance is necessary for the preservation and enjoyment of substantial property rights of the applicant.
- (5) That the granting of the Variance will not, under the circumstances of the particular case, adversely affect to a material degree the health or safety of persons residing or working in the area of the subject property and will not be materially detrimental to the public welfare or materially injurious to property or improvements in the area of the subject property.
- (6) The proposed Variance is in compliance with all Federal, Nevada State, and Storey County regulations.
- (7) The proposed Variance is in compliance with Storey County Code 17.03.140 Variances and 17.12 General Provisions and 17.40 E Estate Zone when all Conditions of Approval are met.
- (8) The proposed Variance is in compliance with and supports the goals, objectives and policies of the 2016 Storey County Master Plan.

B. Motion for denial. Should a motion be made to deny the Variance request, the following Findings with explanation of why should be included in that motion.

- (1) This denial is for a variance (Variance 2023-018) to allow for a reduced front yard setback to construct an addition to an existing garage. The applicant proposes the new addition be placed approximately 7-feet from the front yard roadway easement of Hanaupah Road. The property is located at 4680 Hanaupah Road, Highland Ranches, Storey County, Nevada, Assessor's Parcel Number (APN) 003-401-10.
- (2) There are no special circumstances applicable to the subject property, including shape, size, topography or location of surroundings, the strict application of the zoning ordinance that would deprive the subject property of privileges enjoyed by other properties in the vicinity or under identical zone classification.
- (3) The granting of the application is not necessary for the preservation and enjoyment of substantial property rights of the applicant.
- (4) That the granting of the application will, under the circumstances of the particular case, adversely affect to a material degree the health or safety of persons residing or working in the area of the subject property and will be materially detrimental to the public welfare or materially injurious to property or improvements in the area of the subject property.
- (5) The proposed Variance is not in substantial compliance with all Federal, Nevada State, and Storey County regulations.
- (6) The proposed Variance is not in substantial compliance with and does not support the goals, objectives and recommendations of the Storey County Master Plan.
- (7) The conditions of approval under the Variance do not adequately mitigate potential adverse impacts on surrounding uses or protect against potential safety hazards for the surrounding uses.
- (8) No reasonable level of conditions of approval imposed on this Variance would be sufficient to reasonably mitigate visual, safety or other potential impacts on adjacent and surrounding residences and land uses.

4. Recommended Conditions of Approval

- A. **Variance.** This variance (Variance 2023-018) is to allow for a reduced front yard setback to construct an addition to an existing garage. The applicant proposes the new addition be placed approximately 7-feet from the front yard roadway easement of Hanaupah Road. The property is located at 4680 Hanaupah Road, Highland Ranches, Storey County, Nevada, Assessor's Parcel Number (APN) 003-401-10.
- B. **Compliance.** The Variance must comply with Storey County Codes, and submitted plans and reports, as approved. The Applicant must provide the Community Development Department site plans drawn to scale prior to obtaining a Building Permit.

- C. **Null and Void.** If the Variance is not exercised within 12 months of the date of approval, unless additional time is granted by the Board with action by the Planning Commission, based upon consideration of the specific circumstances of the project, then without further action, the Variance will be null and void and no non-conforming development activity may be made on the property except on the granting of a new Variance.
- D. **Hold Harmless.** The Property Owners agree to hold Storey County, its Officers and Representatives harmless from the costs and responsibilities associated with any damage or liability, and any/all other claims now existing or which may occur as a result of this Variance.
- E. **Permits and Expiration.** The Applicant shall apply for all Building and Fire permits for the structure within 12 months from the date of Board approval for this Variance, and continuously maintain the validity of those permits, as appropriate, or this approval will become null and void.
- F. **Taxes Paid.** Before obtaining a Building Permit, the Applicant must show the Planning Department evidence that all property taxes on the land are paid to-date.
- G. **Distances.** The reduced front yard setback is approved to be 7-feet from the Hanaupah Road roadway easement for an addition to a detached garage. All other setbacks (proposed or existing) must be in compliance with the Storey County Code.
- H. **Easement.** The granting of this Variance will not affect any existing easements on the subject property. No building may be constructed over an easement, ROW or within a building setback area not otherwise allowed by this Variance.

5. **Public Comment**

As of May 23, 2023, Staff has not received any comments regarding the proposed variance.

6. **Power of the Board**

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

7. **Proposed Motions**

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

A. Recommended motion for approval

In accordance with the recommendation by staff and the Planning Commission, the Findings of Fact under Section 3.A of this report, and other findings deemed appropriate by the Board of County Commissioners, and in compliance with the conditions of approval, I (*commissioner*), move to approve Variance 2023-018 to allow for a reduced front yard setback to construct an addition to an existing garage. The applicant proposes the new addition be placed approximately 7-feet from the front yard roadway easement of Hanaupah Road. The property is located at 4680 Hanaupah Road, Highland Ranches, Storey County, Nevada, Assessor's Parcel Number (APN) 003-401-10.

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 Variance 2023-018 to allow for a reduced front yard setback to construct an addition to an existing garage. The applicant proposes the new addition be placed approximately 7-feet from the front yard roadway easement of Hanaupah Road. The property is located at 4680 Hanaupah Road, Highland Ranches, Storey County, Nevada, Assessor's Parcel Number (APN) 003-401-10.

Appendix A - Justification Statement

Detail Description/Justification of Project

Attached additional pages as necessary

It is proposed to construct a 25'x40' wood framed detached garage at 4680 Hanaupah Rd (VC Ranches). The proposed location is in the far Southeast corner of the lot adjacent to an existing structure. If approved, the garage would be set back with a 25' easement (measuring from the middle of Hanaupah Rd). plus an additional 11 feet of the required 30 foot easement. Our parcel is irregularly shaped and sharply slopes beyond the proposed location. locating the garage on the other side of the house interferes with the well and the property slopes even more.

We therefore ask the Planning Commission and County Commissioners to approve a variance to the 30 foot set back. Our neighbor, Evan Linder, has expressed "no objection" to this proposal.

Larry Austin



Board of Storey County Commissioners Agenda Action Report

Meeting date: 6/6/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval directing the Comptroller to sign the acceptance of the presented proposal from MacLeod Watts for GASB 75 actuarial valuations for FY23 and FY24; not to exceed \$8,600 in FY23 and \$3,750 in FY24.
- **Recommended motion:** I, Commissioner _____, move to approve directing the Comptroller to sign the acceptance of the presented proposal from MacLeod Watts for GASB 75 actuarial valuations for FY23 and FY24; not to exceed \$8,600 in FY23 and \$3,750 in FY24.
- **Prepared by:** Jennifer McCain

Department:

Contact Number: 7758471133

- **Staff Summary:** The proposal is a quote to engage with MacLeod Watts to prepare the GASB 75 biannual valuation of the OPEB liabilities for Storey County and prepare the required plan for FY23. FY24's will be an updated report for the previous fiscal year. However, at this time no material changes in population or benefits between June 30, 2022 and June 30, 2023 are expected.
- **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

MacLeod Watts

November 11, 2022

Ms. Jennifer McCain
Comptroller
Storey County
P.O. Box 432
Virginia City, NV 89440

Re: Engagement Letter for OPEB Actuarial Valuation Services

Dear Ms. McCain:

This letter provides a quote for MacLeod Watts' engagement to complete actuarial valuation(s) of other postemployment benefits (OPEB) liabilities for Storey County. The valuation and related report are intended to assist the County with ongoing compliance with the financial reporting requirements of GASB Statement 75 for the County Health Benefit Plan (HBP) and for PEBP retirees.

Although GASB 75 requires that updated calculations be prepared after the close of every fiscal year end, each valuation may typically be used for two years in the development of your plan accounting under GASB 75. We propose the following projects be completed to assist the County:

1. Preparation of new actuarial valuation as of June 30, 2022. Each valuation serves as the foundation of information needed for the County's GASB 75 reporting.
2. FYE 2023 GASB 75 report (measurement date June 30, 2022; based on June 2022 valuation)
3. FYE 2024 GASB 75 report (measurement date June 30, 2023; based on June 2022 valuation)

The **data request** for each valuation will include a file for gathering the employee/retiree data, a questionnaire about benefit eligibility and amounts, healthcare premium and claims information, recent benefits paid and copies of some documentation. **Benefits to be valued** will be based on the County's current plan provisions. This proposal assumes there have been no changes to benefits or the OPEB funding policy since the prior actuarial reports. *If this is not correct, please let us know.*

Timing and fees: This proposal covers more than one project. Generally, we anticipate providing a draft or complete report within 30-45 days after receiving all requested data for each project. The fees we propose for these projects are shown on the next page.

If you are comfortable with the project as outlined and the fees quoted, please return a signed copy back to us by email. We appreciate the opportunity to work with the County on this assignment.

Cordially,



Catherine L. MacLeod, FSA, EA, FCA, MAAA
Principal & Consulting Actuary



Professional Service Fees for This Project

Actuarial Valuation as of June 30, 2022 and GASB 75 report for FYE 2023

\$8,600

(Measurement Date: 6/30/2022)

New biennial valuation of the PEBP and County HBP will remeasure liabilities and prepare each plan's required accounting disclosures for FYE 2023. The process will include reconciliation of liabilities to the most recent valuation by providing a plan gain/loss analysis by source.

Fees above include all telephone conferences, as needed, to review valuation and report results with the County and some limited assistance in reviewing questions with the auditor.

GASB 75 Report for PEBP and County Plan for FYE June 30, 2024

\$3,750

Measurement Date: 6/30/2023; Val Date 6/30/2022)

We assume no material changes in plan population or benefits between June 30, 2022 and June 30, 2023. If there are changes, then a new valuation may be required for the affected plan(s). The FYE 2024 report will be issued after the close of the year, when all needed information is available.

Out-of-Scope Services: Examples of work beyond scope of the projects described above that will, if needed, result in additional fees:

1) breakout of results by subgroups; 2) required data analysis in excess of 8 hours; 3) prefunding illustrations; 4) material changes to benefits or eligible members; 5) in person meetings; 6) auditor assistance in excess of 2 hours; 7) any crossover tests if the County should start prefunding; 8) consulting or actuarial projections relating to possible plan redesign, experience studies or long-term forecasting.

Should out-of-scope services be needed, our current hourly rates are:

Consultant	2022 Hourly Rate
Senior Actuarial Consultants	\$390
Actuarial Consultants	305-365
Actuarial Analysts	170-280
Administrative Staff	110-140

If the County accepts the fees and terms described above, please sign and date below.

Accepted: _____ Date: _____

Printed Name: _____ Title: _____



Board of Storey County Commissioners Agenda Action Report

Meeting date: 6/6/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 20

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the acceptance of the renewal from the Nevada Public Agency Insurance Pool (POOL) for liability and casualty insurance along with the deductible option, not to exceed \$583,000 for FY23-24.
- **Recommended motion:** I, Commissioner ____, move to approve the renewal from the Nevada Public Agency Insurance Pool (POOL) for liability and casualty insurance with a ____ deductible, not to exceed \$583,000 for FY23-24.
- **Prepared by:** Jennifer McCain

Department: **Contact Number:** 7758471133

- **Staff Summary:** LP Insurance will be present to review coverages and deductible options ranging from \$5000 -\$25,000. This presentation will also review past claim history and current POOL programs that Storey County currently receives services for.
- **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



poolpact.com
The Power of the POOL

NEVADA PUBLIC AGENCY INSURANCE POOL MEMBER COVERAGE SUMMARY

Prepared For:
Storey County

Prepared By:
LP Insurance Services, Inc.

**THANK YOU FOR
YOUR
MEMBERSHIP!**



Dear POOL Member:

Thank you for your continuing leadership commitment to serving your communities by fulfilling your public service mission. The POOL continues to offer programs, services and support for Members' financial security and collaborating with you in support of your mission.

This Member Coverage Summary reflects the successful negotiations with multiple markets to obtain cost-effective terms, conditions and pricing for approval by the POOL Board on behalf of all Members.

As owners of the POOL, you approved the extensive risk management services, such as POOL/PACT HR services including its training courses and ELearning modules on important HR topics. Enrollment in POOL's ELearning programs including Target Solutions Fire/EMS training, KnowBe4 email security training continues to reach an increasing number of employees for convenient and cost-effective learning. Our ongoing focus on law enforcement policies and practices targeted jail and road operations with onsite and virtual assessments and sample policies.

We encourage you to discuss the POOL's services with staff and your agent. We regularly update our website and encourage you to visit www.poolpact.com to utilize a growing base of HR and risk management information in the resource libraries. While there, look for the POOL Coverage documents, board and committee agendas and minutes.

Thanks to all Member volunteers who serve on our boards and committees. These volunteers do a superb job of representing the interests of the Members of your POOL.

Sincerely,

Wayne Carlson
Executive Director
Nevada Public Agency Insurance Pool



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

RENEWAL PROPOSAL	COVERAGE PERIOD	NAMED ASSURED	MAINTENANCE DEDUCTIBLE
	07/01/2023 – 07/01/2024 Standard Time	Storey County	\$5,000

Property Coverage

Coverage	Limit per Loss	
Property	\$300,000,000	Per Schedule of Locations

The following sub-limits apply to Section V. C. Extensions of Property Coverage:

Accounts Receivable	\$5,000,000 per loss
Arson Reward	10% up to \$25,000 per loss
Debris Removal - Mold/ Asbestos	\$100,000
Earthquake	\$150,000,000 aggregate
Flood	\$150,000,000 aggregate \$25,000,000 aggregate - Flood Zone A
Equipment Breakdown	\$100,000,000 per loss
• Loss of Income & Extra Expense	included
• Hazardous Substance Coverage	\$250,000 per loss
• Spoilage Coverage	\$250,000 per loss
• Data Restoration	\$100,000 per loss
• Electrical Risk Improvements	\$10,000
Expediting Expenses	\$25,000 per loss
Unintentional Errors and Omissions	\$5,000,000 per loss
Money and Securities	\$500,000 per loss
Ordinance or Law – LEED Building	\$500,000
Agreed Value Vehicles	Per Attachment D, if applicable



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Liability Coverage

The Limits of Liability are as *follows*:

Coverage	Limit per Named Assured	Annual Aggregate Limit per Named Assured
Per Event	\$10,000,000	\$10,000,000
<i>All Sublimits are a part of and not in addition to the Limits of Liability.</i>		
<i>Liability Sublimits:</i>		
• Additional Assured (Lessors) (Section I, item 2)	\$2,000,000	
• Weed Spray Property Damage (Section IV, item 3 (B) (2) (ix))	\$250,000	\$250,000
• Emergency Response to Pollution (Section IV, item 3 (B) (2) (v))	\$1,000,000	\$1,000,000
• Criminal Defense Fees and Costs (Section VI, part C, item 4)	\$50,000	\$50,000
• Defense for Regulatory Agency Actions (Section VI, part C, item 16)	\$50,000	
Sexual Abuse Sublimit (Section VI, part C, item 21)	\$2,500,000	\$2,500,000
<i>Retroactive Date</i>		<i>May 1, 1987 except as shown in Attachment C</i>



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Cyber Risk Coverage Form

CYBER SECURITY RISK COVERAGE			
PART ONE: Terms and Conditions			
SECURITY RISK COVERAGE LIMITS	Limit per Named Assured Per PRIVACY OR SECURITY EVENT	Annual Aggregate Limit Per All Named Assureds	
PART TWO: Privacy or Security Liability Limits	\$1,000,000	\$ 1,000,000 up to \$15,000,000 aggregate all POOL Members combined	
<i>The following sub-limits are a part of and not in addition to the Limits of Liability:</i>			
PART THREE: Security Failure/Privacy Event Management Coverage	\$100,000		
PART FOUR: Network Interruption Coverage	\$250,000		
Proof of Loss Preparation Costs (as defined), (Separate Limit)	\$50,000		
Retroactive Date		July 1, 2013	



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Environmental Liability Coverage

The Limits of Liability are as follows:

Coverage A	Third Party Claims for Bodily Injury, Property Damage or Remediation Expense
Coverage B	First Party Remediation Expense
Coverage C	Emergency Response Expense
Coverage D	Business Interruption

COVERAGE	DEDUCTIBLE	EACH INCIDENT LIMIT	AGGREGATE LIMIT
A,B,C	\$25,000	\$2,000,000	\$10,000,000

COVERAGE	DEDUCTIBLE	BUSINESS INTERRUPTION LIMIT (Days)	BUSINESS INTERRUPTION LIMIT (\$)
D	3 Days	365	\$2,000,000



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Member Contribution (Storey County): Expiring MD \$5,000

Total Cost:	\$544,705.91
Agent Compensation:	\$38,121.00
Total Program Cost Including All POOL Services:	\$582,826.91

Optional MD \$10,000

Total Cost:	\$520,306.15
Agent Compensation:	\$36,413.02
Total Program Cost Including All POOL Services:	\$556,719.17

Optional MD \$25,000

Total Cost:	\$470,607.84
Agent Compensation:	\$32,934.14
Total Program Cost Including All POOL Services:	\$503,541.97

Storey County Deductible Study – 2023-2024

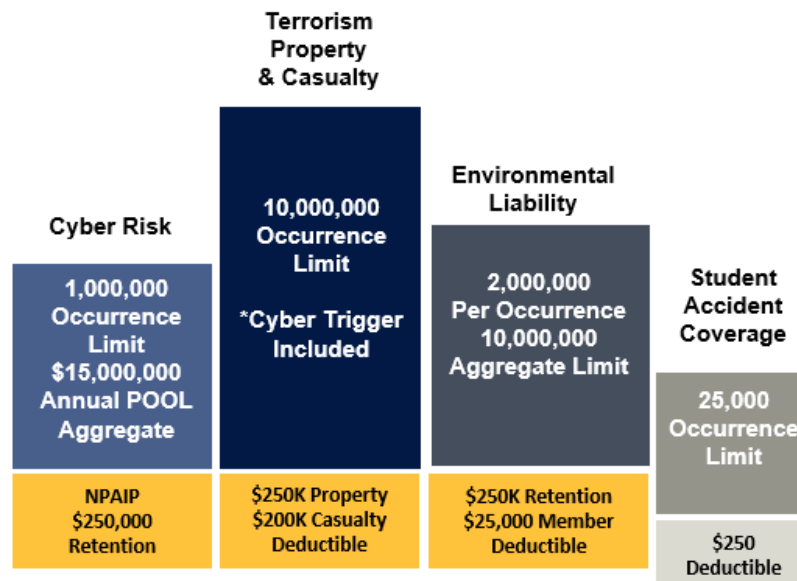
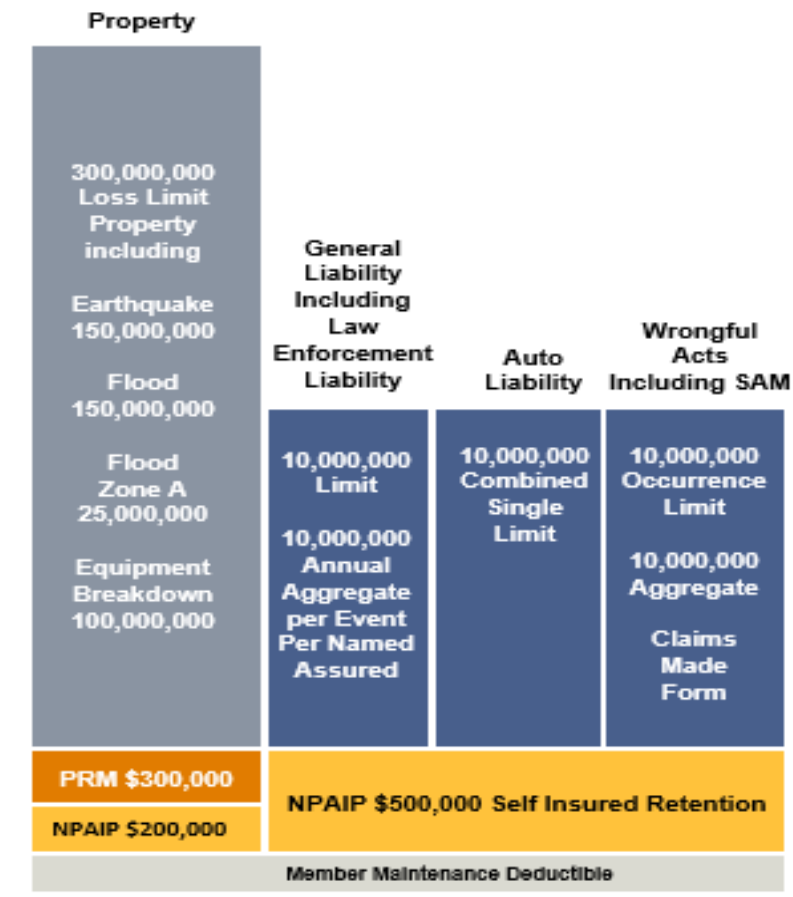
Renewal Premium Options	
\$5,000 Deductible	\$582,826.91
\$10,000 Deductible	\$556,719.17
\$25,000 Deductible	\$503,541.97

Deductible Study - 10 Year Claims with Renewal Premium			
	5K Deductible	10K Deductible	25K Deductible
Least Severe	\$597,826.91	\$583,289.39	\$531,720.65
Average	\$611,462.61	\$603,390.21	\$588,530.84
Most Severe	\$626,613.42	\$637,589.68	\$654,437.05

Claims Data - 2012 to Present						
	# of Claims	Total Incurred	Average	Claims Capped at \$5K	Claims Capped at \$10K	Claims Capped at \$25K
2012	8	\$98,435.74	\$12,304.47	\$20,060.48	\$35,060.48	\$80,060.48
2013	7	\$279,046.65	\$39,863.81	\$28,970.36	\$53,970.36	\$101,137.29
2014	3	\$28,178.68	\$9,392.89	\$15,000.00	\$26,570.22	\$28,178.68
2015	7	\$508,774.36	\$72,682.05	\$30,901.86	\$58,127.66	\$123,635.56
2016	13	\$1,306,591.76	\$100,507.06	\$43,786.51	\$80,870.51	\$150,895.08
2017	8	\$115,856.11	\$14,482.01	\$26,118.28	\$45,410.02	\$76,628.22
2018	14	\$44,695.50	\$3,192.54	\$32,737.00	\$44,695.50	\$44,695.50
2019	10	\$78,642.36	\$7,864.24	\$24,662.52	\$39,662.52	\$70,808.56
2020	8	\$36,695.74	\$4,586.97	\$22,045.67	\$31,695.74	\$36,695.74
2021	8	\$142,679.26	\$17,834.91	\$31,653.76	\$31,653.76	\$105,156.21
2022	9	\$191,360.28	\$21,262.25	\$39,056.26	\$65,664.71	\$116,986.21
Average	9	\$257,359.68	\$27,633.93	\$28,635.70	\$46,671.04	\$84,988.87



NPAIP 2023-2024 Program Structure





NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

The current market conditions hardened globally due to the economic inflation. This caused a strain on the capacity that reinsurers can provide and is reflective on rates charged. Pricing is based on exposures, such as Total Insured Values, Number of Employees, Amount of Payroll, Number of Law Enforcement, Firefighters, EMT's, and the Number of Vehicles (below is a breakdown of your exposures year-over-year exposures). Claim loss is a part of the price model, but this year, more than any other, Carrier Capacity is driving pricing increases.

For All Members Property, NPAIP obtained a lower rate increase compared to the standard increases received in the market.

Municipality Liability for NPAIP continues to be impacted by adverse loss development related to social inflation, law enforcement and climate change.

The School Liability for NPAIP continues to be impacted by large settlements due to Wrongful Acts including Sexual Abuse and Molestation.

Coverage:

Maintenance Deductible:	\$5,000
-------------------------	---------

	2022	2023	Percent (%) Change
Program Cost Comparison	\$481,351.09	\$582,826.91	21.08%

Key Exposures:

	2022	2023	Percent (%) Change
Payroll	\$11,555,086	\$12,339,425	6.79%
Total Insured Values	\$90,862,469	\$95,085,525	4.65%
Auto Count	133	137	3.01%
Law Enforcement	22	24	9.09%
Employees	157	169	7.64%
EMT's	36	38	5.56%
Student ADA	0	0	0.00%
Teachers	0	0	0.00%



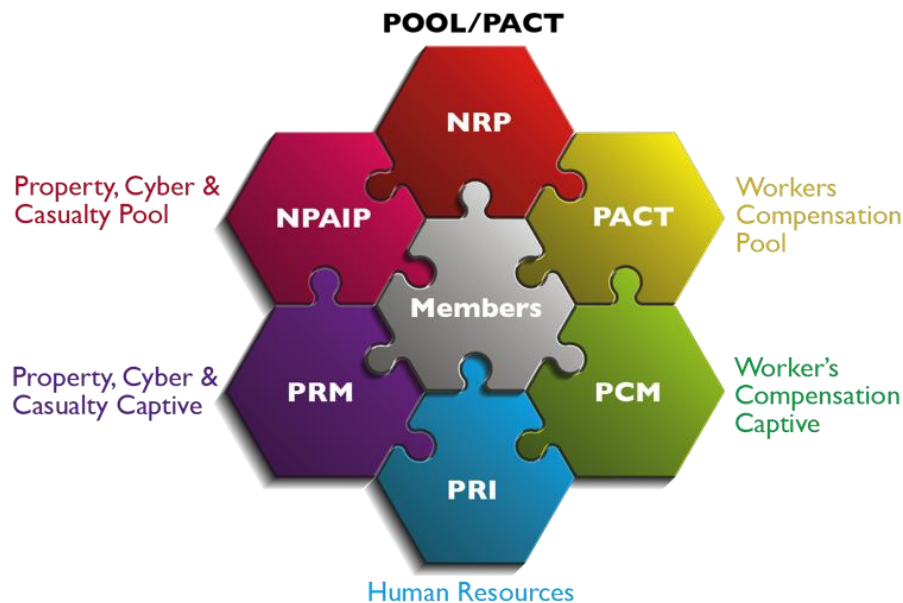
POOL/PACT – HERE FOR YOU

Members Helping Members

In 1987, four Nevada counties formed their own risk sharing pool. Now over thirty years later, the majority of Nevada's public entities remain committed to each other and the mission of their risk pool organization. POOL/PACT continues to excel in providing an unparalleled level of service to our members. Our mission seeks to help members manage their risks so they can serve the public effectively.

The POOL Board is comprised of dedicated, hardworking, and ethical Member leaders focused on public risk management. They continue to do an excellent job of representing the interests of the Member-owners of POOL/PACT.

Our members continue to see great value in being part of POOL/PACT because of extensive services, which keeps membership retention strong. POOL/PACT encourages you to discuss the services we offer with your insurance agent – its valued partner in the POOL program.



POOL Executive Committee

Josh Foli - Chair (Lyon County)
Geof Stark – Vice Chair (Churchill County)
Amanda Osborne - Director (Elko County)
Dan Murphy - Director (Pershing Co.SD)
Gina Rackley – Fiscal Officer (Humboldt Co)
Ann Cyr - Director (Carson City SD)
Scott Lindgren - Director (TDFPD)

PACT Executive Committee

Paul Johnson - Chair (White Pine CSD)
Mike Giles – Vice Chair (City of Lovelock)
Amana Osborne - Trustee (Elko County)
Josh Foli – Fiscal Officer (Lyon County)
Robyn Dunckhorst - Trustee (Humboldt GH)
Craig Roissum - Trustee (City of Caliente)
Joe Westerlund – Trustee (Town of Tonopah)



RISK MANAGEMENT BENEFITS AND SERVICES

POOL/PACT LOSS CONTROL COMMITTEE

Develops, administers, and supervises Risk Management policy, procedure, and planning • Supports innovative risk reduction and/or mitigation programs • Develops and administers risk control techniques to reduce the frequency and severity of losses

ENTERPRISE RISK MANAGEMENT EXCELLENCE PROGRAM

A voluntary program developed to assist POOL/PACT members achieve operational excellence in the delivery of public service through effective risk management • Develops understanding of Enterprise Risk Management – that risk management efforts of one department have a direct impact, either positive or negative, on the enterprise as a whole

RISK MANAGEMENT GRANT PROGRAM

Educational Grants supporting risk management education and training opportunities • Risk Management Grants for risk management/mitigation projects or acquisitions • Visit www.poolpact.com/risk-grant.asp for more information

ONLINE SAFETY TRAINING

Active Shooter Response • Asbestos Awareness Training • Aversive Interventions • Back Safety in the Workplace • Bloodborne Pathogens Awareness • The Complex Quadriplex of Lifeguard Blindness • Cybersecurity Awareness • Ransomware Awareness • Defensive Driving • FERPA • GHS - Hazard Communication • Heat-Related Illness • HIPAA Privacy Rule • Lock-Out, Tag-Out • Mandatory Child Abuse Reporting Laws • MRSA Awareness for Correctional Employees • MRSA Awareness in Hospitals • Nevada Ethics in Government Law • Office Ergonomics • Open Meeting Law • OSHA – Rights and Responsibilities • Pool Chemical Safety • Slips, Trips, and Falls • Strip Search Training • Students in Transition • Sub-Administrator Training • Surviving an Active Shooter • Teaching Science Safely • Transporting Students with Special Needs • MSDSonline (SDS management)

LAW ENFORCEMENT AND FIRE PROTECTION

Partnership with Legal Liability Risk Management Institute (LLRMI) to provide Best-practice Road and Detention Operation Policies and Procedures • Detention Facility Assessments and Reports • Team Approach to Address Individual Needs Through Network of Subject Matter Experts in Law Enforcement, Jails/Corrections, Public Safety, and Criminal Justice • TargetSolutions Fire and EMS Training Platform • Mental Health – Fit for Retirement Wellness

SWIMMING POOL SAFETY POLICIES, INSPECTIONS, AND TRAINING

Aquatic Facility Assessment and Report • Annual Aquatic Risk Management Seminar • Best-practice Aquatic Facility Policy and Lifeguard Manual Templates

CYBERSECURITY TRAINING AND POLICIES

Onsite Passive Network Assessments (PNA) • Best-practice Data Security Policy Templates • Quarterly Cybersecurity Hot-Topic Webinars • Annual Cybersecurity Summit • KnowB4 Phishing Awareness Campaigns and Training • KnowB4 Cybersecurity Newsletter • Cyber Incident Response Plan Templates • Individualized Data- and Cybersecurity Advice and Support

SCHOOL DISTRICT EMERGENCY OPERATIONS PLANS, TRAINING, AND POLICIES

NRS-required Emergency Operation Plans (EOP) • Annual EOP updates • Emergency Management and Response Training • School Safety Training based on FEMA Guide for High Quality School Emergency Operations Plans • Hazard and Vulnerability Assessments and Reports

SITE SAFETY INSPECTIONS, TRAININGS, AND AUDITS

Playground & Parks Safety Surveys • Workstation Ergonomic Evaluations • Confined Space Risk Assessments • Facility Surveys • Fire Extinguisher Education • Respirator Fit Testing and Education • CPR/First Aid/AED • Accident Investigation Training • Back Safety and Lifting • Defensive and Distracted Driver Education • Workplace Violence • Personal Protective Equipment • Emergency Preparedness • OSHA Compliance Training • Written Workplace Safety Plan Training • Safety Committee Formation and Operation • Wellness/Health Education and Training

For More Information, Contact:

Marshall Smith, Risk Manager (marshallsmith@poolpact.com) or Jarrod Hickman, Risk Management Specialist (jarrodhickman@poolpact.com); (775) 885-7475; or visit www.poolpact.com.



PROGRAMS AND SERVICES AVAILABLE TO POOL/PACT MEMBERS



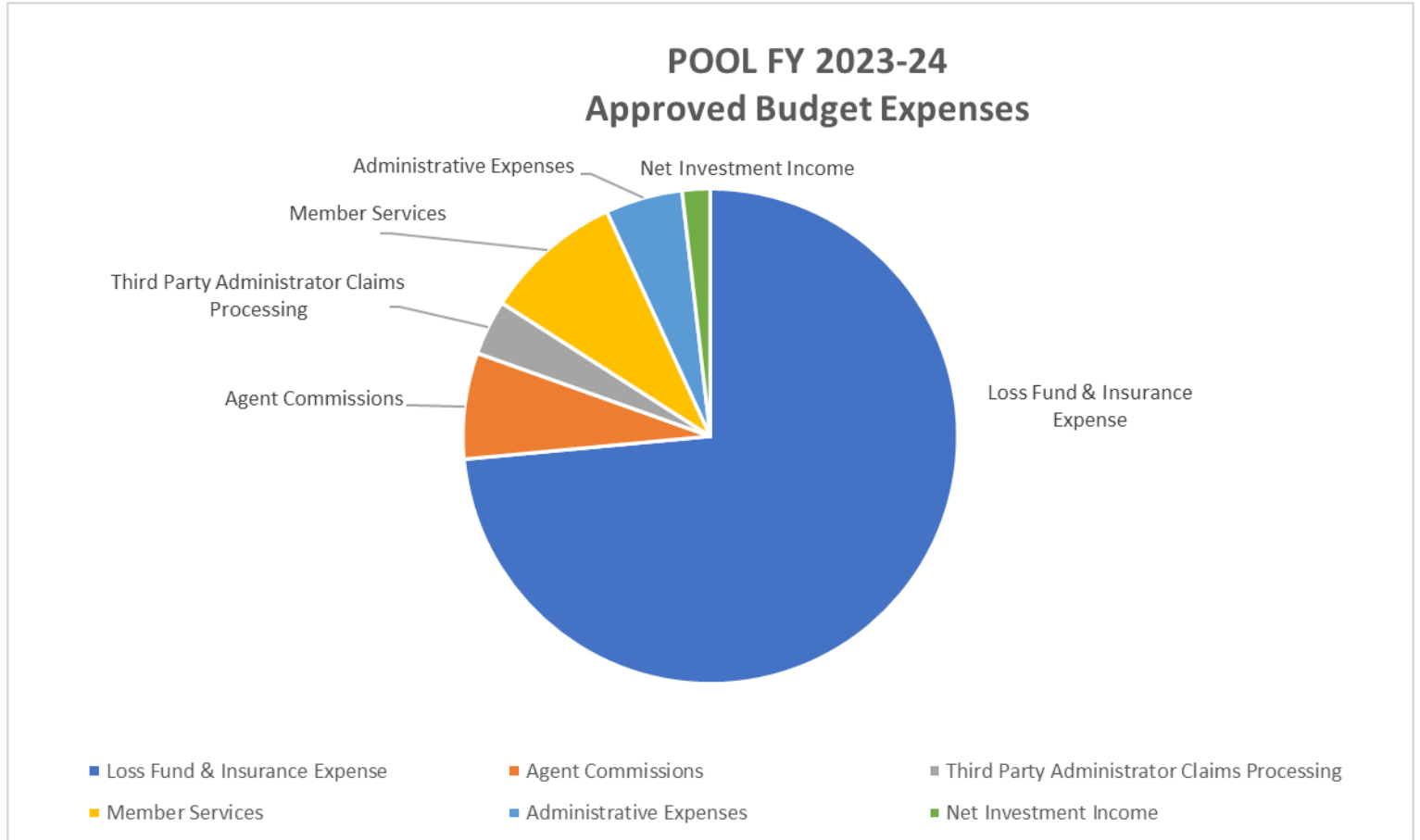
POOL/PACT HUMAN RESOURCES MEMBER SERVICES

A variety of services are offered through POOL/PACT HR. We work with each member individually to address their specific HR-related needs and reduce liability. The basic services include:

- Consultation with members to manage and resolve critical employment-related issues to include identifying options, providing step-by-step guidance, monitoring progress, and answering questions.
- In-person and virtual instructor-led training courses, workshops, and certificate programs.
- eLearning courses available 24/7.
- Webinars on HR-related topics.
- On-site assessments of members' HR practices with recommendations.
- Communication issued as "Alerts" to inform members of significant HR-related law or practice changes.
- On-site HR Briefings tailored to specific needs/requests of members.
- Sample personnel policies which may be adopted for use by members.
- Sample job description templates and numerous HR forms that can be tailored for use by members.
- Salary schedule database available on our website for member reference.
- Summary of HR-related legislation produced each legislative session.
- HR scholarships to assist member HR representatives in attaining nationally recognized HR certifications.
- Annual HR Conference providing HR representatives and CEOs valuable information on communication, leadership, and legal compliance.



POOL 2023-2024 APPROVED BUDGET AND EXPENSES



Pool Budget	Proposed Budget	% Allocation
Loss Fund & Insurance Expense	\$ 20,053,808	76.1%
Agent Commissions	\$ 1,609,366	6.1%
Third Party Administrator Claims Processing	\$ 800,575	3.0%
Member Services	\$ 2,098,808	8.0%
Administrative Expenses	\$ 1,236,831	4.7%
Net Investment Income	\$ 541,800	2.1%
Total Budget	\$ 26,341,188	100.0%



POOL/PACT CONTACTS

Nevada Risk Pooling (NRP) (775) 885 7475

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Jarrold Hickman, Risk Manager, ext 133
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Stephen Romero, Member Relations Manager, ext 110
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Davies Claims Solutions

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Donna.squires@Davies-group.com

Margaret Malzahn, WC Claims Supervisor
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Margaret.malzahn@Davies-group.com



NPAIP MEMBERSHIP

Counties:

Carson City
Churchill County
Elko County
Esmeralda County
Eureka County
Humboldt County
Lander County
Lincoln County
Lyon County
Mineral County
Pershing County
Storey County
White Pine County

Cities:

Boulder City
City of Caliente
City of Carlin
City of Elko
City of Ely
City of Fernley
City of Lovelock
City of Wells
City of West Wendover
City of Winnemucca
City of Yerington

Towns:

Town of Gardnerville
Town of Genoa
Town of Minden
Town of Round Mountain
Town of Tonopah

School Districts:

Carson City School District
Churchill County School District
Douglas County School District
Elko County School District
Esmeralda County School District
Eureka County School District
Humboldt County School District
Lander County School District
Lincoln County School District
Lyon County School District
Mineral County School District
Nye County School District
Pershing County School District
Storey County School District
White Pine County School District

Fire Districts:

Moapa Valley Fire Protection District
Mt. Charleston Fire Protection District
North Lake Tahoe Fire Protection District
North Lyon County Fire Protection District
Pahranagat Valley Fire District
Tahoe Douglas Fire Protection District
Washoe County Fire Suppression
White Pine Fire District

Others:

Central Nevada Health District
Central Nevada Historical Society
Central Nevada Regional Water Authority
Community Chest, Inc
Consolidated Agencies of Human Services
County Fiscal Officers Association of Nevada
Douglas County Redevelopment Agency
Eight Judicial District
Elko Central Dispatch
Elko Convention & Visitors Authority
Humboldt River Basin Water Authority
Lincoln County Regional Development
Mineral County Housing Authority
Nevada Association of Counties
Nevada Commission for the Reconstruction of the V & T Railway
Nevada League of Cities
Nevada Risk Pooling, Inc.
Nevada Rural Housing Authority
Nevada Volunteers
NevadaWorks
Pooling Resources, Inc.
Regional Transportation Commission of Washoe County
Truckee Meadows Regional Planning Agency
U.S. Board of Water Commissioners
Virginia City Tourism Convention
Western Nevada Regional Youth Center
White Pine County Tourism

Special Districts:

Alamo Water & Sewer District
Amargosa Library District
Battle Mountain Hospital
Beatty Library District
Beatty Water & Sanitation District
Canyon General Improvement District
Carson-Truckee Water Conservancy District
Carson Water Subconservancy District
Churchill County Mosquito, Vector and Weed Control District

Special Districts (continue):

Douglas County Mosquito District
Douglas County Sewer
East Fork Swimming Pool District
Elko County Agricultural Association
Elko TV District
Fernley Swimming Pool District
Gardnerville Ranchos General Improvement District
Gerlach General Improvement District
Humboldt General Hospital
Incline Village General Improvement District
Indian Hills General Improvement District
Kingsbury General Improvement District
Lakeridge General Improvement District
Lincoln County Water District
Logan Creek Estates General Improvement District
Lovelock Meadows Water District
Marla Bay General Improvement District
Mason Valley Swimming Pool District
Minden Gardnerville Sanitation District
Moapa Valley Water District
Nevada Association of Conservation Districts
Nevada Association of School Boards
Nevada Association of School Superintendents
Nevada Tahoe Conservation District
Northern Nye County Hospital District
Pahrump Library District
Palomino Valley General Improvement District
Pershing County Water Conservation District
Sierra Estates General Improvement District
Silver Springs General Improvement District
Silver Springs Stagecoach Hospital
Skyland General Improvement District
Smoky Valley Library District
Southern Nevada Area Communication Council
Southern Nevada Health District
Stagecoach General Improvement District
Sun Valley General Improvement District
Tahoe Douglas District
Topaz Ranch General Improvement District
Tahoe Reno Industrial General Improvement District
Tonopah Library District
Walker Basin Conservancy
Walker River Irrigation District
Washoe County Water Conservation District
West Wendover Recreation District
Western Nevada Development District
White Pine Television District #1
Zephyr Cove General Improvement District
Zephyr Heights General Improvement District

**THANK YOU
FOR YOUR
MEMBERSHIP!**



Board of Storey County Fire Commissioners Agenda Action Report

Meeting date: 6/6/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of modification of collective bargaining agreement between the Storey County Fire Protection District (Employer) and Storey County Fire Fighters' Association Local 4227 (Union).
- **Recommended motion:** In accordance with the recommendation by staff and the tentative agreement between Storey County Fire Protection District (Employer) and Storey County Fire Fighters' Association Local 4227 (Union), I (Fire Commissioner) hereby motion to approve the 2023-2026 collective bargaining agreement between the parties
- **Prepared by:** Jeremy Loncar

Department: **Contact Number:** 17758470954

- **Staff Summary:** Pursuant to NRS 288 the existing July 1, 2019 to June 30, 2023 agreement is proposed by management to the Board of Fire Commissioners to be modified as tentatively agreed between the parties.
- **Supporting Materials:** See attached
- **Fiscal Impact:** Yes
- **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

Financial Analysis Proposed Fire Union CBA 2023-2026

	<u>Existing CBA</u>	<u>Proposed CBA</u>	<u>Increase Existing</u>	<u>Proposed CBA</u>	<u>Increase Yr 1 to</u>
		<u>YEAR 1</u>	<u>to Yr 1</u>	<u>YEAR 2</u>	<u>Yr 2</u>
1) Wages*	4,148,508.86	4,295,399.67	146,890.80	4,532,396.80	236,997.13
2) Overtime	1,315,531.91	1,403,320.41	87,788.50	1,482,589.84	79,269.43
3) Benefits	2,093,189.82	2,131,677.04	38,487.23	2,237,014.96	105,337.92
4) Insurance	396,977.99	463,819.30	66,841.31	463,819.30	-
5) Uniform allowance	39,000.00	42,900.00	3,900.00	42,900.00	-
6) Training	72,000.00	80,280.00	8,280.00	80,280.00	-
	8,065,208.58	8,417,396.42	352,187.85	8,839,000.90	421,604.48

1) Wage* increase includes:

4% COLA with 3% going to PERS Actual increase 1%
 Annual leave buy out - up to 40/56 hours annually
 Longevity Pay

2) Overtime increase includes:

1% pay schedule increase effects OT rate schedule/non-schedule
 Added 48 hours for additional leave (1 annual day, 48 hours training leave)

3) Benefits related to wage/overtime increases

4) Insurance change include:

3% increase without CBA
 from 70% to 80% employer paid dependants
 HSA employer contribution \$500

5) Uniform allowance increased from \$1000 to \$1100

6) Training from \$2000 per employee to \$2230 per

*Detail for # 1 Wages Proposed Fire Union CBA 2023-2026

	<u>Existing CBA</u>		<u>Proposed CBA</u> YEAR 1		Cost of Year 1		<u>Proposed CBA</u> YEAR 2		Cost of Year 2		Cost for both year	
Fire Prevention Regular Wages	\$	201,230.14	\$	241,563.11	\$	40,332.97	\$	251,105.64	\$	9,542.52	\$	49,875.49
Fire Fighters Regular Wages	\$	3,438,314.68	\$	3,471,768.47	\$	33,453.79	\$	3,668,337.08	\$	196,568.61	\$	230,022.40
Sick Leave Buyout	\$	54,777.60	\$	59,394.21	\$	4,616.61	\$	62,722.10	\$	3,327.89	\$	7,944.50
Annual Leave Buyout	\$	-	\$	59,394.21	\$	59,394.21	\$	62,722.10	\$	3,327.89	\$	62,722.10
Incentives	\$	454,186.44	\$	463,279.67	\$	9,093.23	\$	487,509.88	\$	24,230.21	\$	33,323.44
Longevity	\$	-	\$	12,250.00	\$	12,250.00	\$	13,750.00	\$	1,500.00	\$	13,750.00
	\$	4,148,508.86	\$	4,307,649.67	\$	159,140.80	\$	4,546,146.80	\$	238,497.13	\$	397,637.94

*Detail for # 2 Wages and Benefits Proposed Fire Union CBA 2023-2026

	<u>Existing CBA</u>		<u>Proposed CBA</u> YEAR 1		Cost of Year 1		<u>Proposed CBA</u> YEAR 2		Cost of Year 2		Cost for both year	
Total Reg Pay	\$	4,580,968.74	\$	4,732,280.08	\$	151,311.33	\$	4,993,882.04	\$	261,601.96	\$	412,913.29
OT	\$	883,072.03	\$	966,440.00	\$	83,367.97	\$	1,021,104.60	\$	54,664.60	\$	138,032.57
PERS/SS	\$	1,786,569.44	\$	1,822,932.88	\$	36,363.44	\$	1,925,163.93	\$	102,231.05	\$	138,594.49
MED	\$	53,619.58	\$	55,743.36	\$	2,123.79	\$	58,850.24	\$	3,106.87	\$	5,230.66
PACT	\$	253,000.80	\$	253,000.80	\$	-	\$	253,000.80	\$	-	\$	-
Insurance *	\$	396,977.99	\$	463,819.30	\$	66,841.31	\$	463,819.30	\$	-	\$	66,841.31
Other- Uniform	\$	39,000.00	\$	42,900.00	\$	3,900.00	\$	42,900.00	\$	-	\$	3,900.00
Training	\$	72,000.00	\$	80,280.00	\$	8,280.00	\$	80,280.00	\$	-	\$	8,280.00
	\$	8,065,208.58	\$	8,417,396.42	\$	352,187.85	\$	8,839,000.90	\$	421,604.48	\$	773,792.33

* No insurance increase included for year 2

AGREEMENT

BETWEEN

STOREY COUNTY FIRE PROTECTION
DISTRICT, NEVADA

AND

STOREY COUNTY FIRE FIGHTERS' ASSOCIATION IAFF LOCAL 4227

JULY 1, 2023 – JUNE 30, 2026

PREAMBLE

This Agreement is made and entered into at Virginia City, Nevada, pursuant to the provisions of the Nevada Revised Statutes, by and between the Storey County Fire Protection District, a Political Subdivision of the State of Nevada, hereinafter referred to as the Employer, and the Storey County Fire Fighters' Association, IAFF Local 4227, hereinafter referred to as the Union.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to provide for equitable and peaceful adjustments of differences which may arise, and to provide proper standards of wages, hours, and other conditions of employment.

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SIGNATORIES TO AGREEMENT 47

DEFINITIONS

Anniversary Date: The date on which the employee starts work as indicated in-writing in an offer of employment, is reclassified or promoted to a new job classification, or a less than part-time or regular part-time employee becomes a full-time employee. The date on which an employee is demoted to a lower pay range, reassigned, or transferred to alternative positions where their talents or skills may be best utilized to their own or the organization's benefit, or where they are better able to perform the job in accordance with required standards, does not change an Anniversary Date.

Base Rate of Pay: The hourly rate of pay the employee is designated to receive within the pay range for the employee's classification, excluding incentive, shift differential, and other extra pay.

Days: Shall mean Storey County Fire Protection District working days - Monday through Friday, excluding holidays - unless otherwise stated.

Employee: An Employee in the bargaining unit who has successfully completed his/her probationary period or any extended probationary period and has been retained in the employ of Storey County Fire Protection District

Line Staff Employee: An Employee recognized as a Firefighter/AEMT, Firefighter/Paramedic, or Fire Captain.

Forty Hour Employee: An Employee whose regular workweek shall on an average, be forty (40) hours.

Employee's Medical File: A separate confidential file which is maintained in the Human Resources Department and which contains only health-related matters, i.e., Workers' Compensation information, physical examination results, etc. Access to and the procedure for accessing this file is the same as for the Employee's personnel file.

Major Fraction: Fifteen (15) minute intervals of time.

Probationary Employee: An Employee who is undergoing a working test period during which the Employee is required to demonstrate his/her ability to carry out the duties for the position to which appointed, transferred, or promoted.

Regular Rate of Pay: The Employee's base rate of pay plus other additional pay for which the Employee's specific assignment may entitle him/her.

ARTICLE 1: RECOGNITION

1. The Employer hereby recognizes the Union as the exclusive collective bargaining unit for all Employees in the bargaining unit engaged in fire prevention and suppression in the Storey County Fire Protection District (District). The bargaining unit, Storey County Fire Fighters' Association IAFF Local 4227, represents both Supervisory and Non-Supervisory employees.
2. The following job class(es) shall be covered by this Agreement:
 - Firefighter/AEMT
 - Firefighter/Paramedic
 - Fire Captain
 - Fire Inspector I
 - Fire Inspector II
3. In the event the Employer creates a new job classification that will be placed in the bargaining unit or amends the job requirements of an existing job classification within the bargaining unit, the Employer will notify the Union as to their intended action and allow Union input prior to adoption. Where the proposed changes or change impacts matters within the scope of mandatory bargaining as specified in NRS 288 and this Agreement, upon request from the bargaining agent, the Employer will enter into negotiations to the extent required by law or this Agreement.

ARTICLE 2: MANAGEMENT RIGHTS

Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the local government employer without negotiation are outlined in NRS 288.

ARTICLE 3: WAGES

Biweekly Wages. All Employees will be paid on each biweekly Friday, with wages computed through the preceding Sunday. Annual and hourly wages are reflected in Appendix B.

1. Employees will be paid for hours worked during the work period. The District and Union agree to a 14-day, 106-hour work period for line Firefighters. Overtime will be paid in accordance with Article 5.
2. An employee's base rate is defined as the annual wage at their step divided by their annual scheduled hours. Forty (40) hours per week equals two-thousand and eighty (2080) annually and fifty-six (56) hours per week equals two thousand nine hundred and twelve (2912) annually.
3. An employee's regular rate of pay for purposes of overtime calculation is the employee's base rate under subpart 3 plus:
 - a. Incentive pay, per Article 40, that is a percentage (excludes fitness incentive)
 - b. Payment in lieu of health benefits, per Article 25
 - c. Acting Pay, per Article 29

- d. Or any other type of pay required by the FLSA
- 4. The salary increases provided in Appendix B will be implemented the first day of the first full pay period of July.
- 5. An employee who is promoted to a higher classification must move to the next closest step from his/her former position but must receive no less than a 5 percent increase in base pay.

ARTICLE 4: HOURS OF WORK

- 1. The regular workday and workweek for forty-hour Employees shall consist of a forty (40) hour workweek. Any change in the number of hours in the workday or regular workweek shall be subject to negotiation, although a forty-hour Employee may be subject to working shift work as necessary, at the discretion of the Fire Chief.
- 2. The regular workday and workweek for line Firefighters shall consist of an average 24 hour day and 56 hour workweek.
- 3. The work schedule for Line Employees shall consist of forty-eight (48) hours on duty followed by ninety-six (96) hours off duty. Any changes in the work schedule shall be negotiated with the Union prior to implementing the changes.
- 4. The normal workday schedule for Line Employees is 0800 hours -1200 hours and 1300 hours - 1700 hours. Between the hours of 1700 through 0800, Employees shall respond to calls, conduct night drills on an as needed basis, complete incident reports, conduct training for volunteers on an as needed basis, ensure equipment is in a state of readiness, perform physical conditioning on an elective basis, and ensure facilities are clean and in operational order for the next shift and perform related tasks.

ARTICLE 5: OVERTIME COMPENSATION

- 1. Employees may be required to remain on duty beyond their regular shift or to work hours in addition to regularly scheduled hours.
 - a. Line Employees will be compensated for overtime work at the rate of one and one-half (1-1/2) times the regular rate of pay for each hour or portion thereof worked in excess of regularly scheduled hours or in excess of 106 hours in the 14-day work period.
 - b. Forty-hour Employees will be compensated for overtime work at the rate of one and one-half (1-1/2) times the regular rate of pay for each hour or portion thereof worked in excess of regularly scheduled hours.
 - c. Overtime will be earned in increments of one-quarter (1/4) hours.

2. Overtime will be added to the payroll for the period during which the overtime is performed. If time is lost during the regular work week for unexcused absence, then overtime pay shall not prevail until the overtime hours worked exceed the unexcused absence hours. It is understood that nothing in this Article shall require payment for overtime hours not worked. All overtime must have previous authorization of the Supervisor or Fire Chief if compensation therefore is to be affected.
3. Line Employees required to remain on duty beyond their regular shift for emergencies such as an aircraft incident, multiple alarms, natural disaster, civil disorder, and the like shall be compensated at a rate of one and one-half (1-1/2) times the Employee's regular rate of pay for such overtime hours worked; and forty-hour Employees shall be compensated at a rate of one and one-half (1-1/2) times the Employee's regular rate of pay for such overtime hours worked.
4. Line Employees who are on out-of-district incidents will be compensated portal to portal at overtime rate (one and one-half times the employee's regular rate of pay), excluding their normally scheduled work hours and scheduled trade days.
5. Overtime shall be paid to any Employees who are required or requested by the Supervisor or Fire Chief to attend training sessions, seminars, conferences, etc. Overtime shall be paid for all travel time, including any early arrival time required at airports, train stations, bus depots, etc. Overtime shall be paid for all time spent attending the actual training session, seminar, conference, etc. Employees shall be covered for any compensable injury/illness covered by Workers' Compensation for the entire time the Employee is away from home, regardless of activity. Employees shall not be required to pay any out of pocket expenses for training sessions, seminars, conferences, etc.
6. Overtime shall be filled by Line Employee Bargaining Unit members. For the purposes of overtime to fill vacancies, an overtime/call-back staffing software system shall be agreed upon by the Union and the Fire Chief.
 - a. The staffing software shall include all bargaining unit members who desire to work overtime/call-back to fill vacancies in staffing. A rotation procedure will be utilized within the staffing software. The eligibility list will be established with the Employee with the most full-time continuous service with the Employer and will reset the same way each January 1st.
 - b. Members shall sign up for vacancies through the staffing software program. Members shall fill overtime in a rotation procedure agreed to by the parties using the staffing software. Mandatory overtime may be required in the event Employees who are off duty are not available to fill vacancies.

ARTICLE 6: CALL BACK

1. Any Employee who is called back by his/her supervisor or the Fire Chief to work during hours outside his/her regularly scheduled shift, which hours will not abut his/her regularly scheduled shift hours, will receive a minimum of two (2) hours' pay at the applicable hourly rate regardless of the amount of time worked.
2. Call back for eligible Line Employees will be compensated for at the rate of one and one-half (1-1/2) times the regular rate of pay for each hour or portion thereof worked in excess of regularly scheduled hours. Call back for eligible forty-hour Employees will be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay for each hour or portion thereof worked in excess of regularly scheduled hours. Ineligible employees will receive overtime pay for these hours if applicable. Eligibility for callback pay and contributions to the Public Employees' Retirement System (PERS) on call back pay will be in accordance with NRS 286 and policies adopted by the Nevada PERS Board (as amended).
3. Call-back shall be filled by Bargaining Unit members. For the purposes of call-back to fill vacancies, an overtime/call-back staffing software program list shall be utilized and agreed upon by the Union & the Fire Chief.
 - a. The staffing software shall include all bargaining unit members who desire to work overtime/call-back to fill vacancies in staffing. A rotation procedure will be incorporated as stated in Article 5 Overtime. The initial eligibility list will be established with the Employee with the most full-time continuous service with the Employer and reset the same way each January 1st.
 - b. All notifications for call back will be made through the staffing software program.
4. The on-duty Battalion Chief or his/her designee will be responsible for making notification for call back using the staffing software. If no bargaining unit member comes back to fill vacant shifts, the Fire Chief or his/her designee shall utilize Article 2 Management Rights to ensure that there are adequate staffing levels to meet the needs of the community.

ARTICLE 7: VACATION

1. 24-hour Employees will be granted vacation benefits as shown in the following table.

Years of Continuous Service	Vacation Earning Rate Bi-weekly Pay Period
Less than 5 years	<i>8.31 hours (9/24 Hr. Shifts)</i>
5 years but less than 10 years	<i>9.23 hours 10/24 Hr. Shifts)</i>
10 years but less than 15 years	<i>10.16 hours (11/24 Hr. Shifts)</i>
15 years but less than 20 years	<i>11.08 hours (12/24 Hr. Shifts)</i>

20 years or more	<i>12 hours (13/24 Hr. Shifts)</i>
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Vacation credits shall be accrued for each pay period the Employee is in full pay status a major portion of his regularly scheduled biweekly hours. The following provides an example of the manner in which vacation is accrued for an employee on 24-hour shifts.

Example:

There are 26 pay periods in a fiscal year (July 1 through June 30). Accordingly, the employee accrues vacation leave as follows:

Years of Service	Vacation Earning Rate and Result
(<5 years)	<u><i>8.31 hrs. x 26 = 216.06</i></u>
(5 years)	<u><i>9.23 hrs. x 26 = 239.98</i></u>
(10 years)	<u><i>10.16 hrs. x 26 = 264.16</i></u>
(15 Years)	<u><i>11.08 hrs. x 26 = 288.08</i></u>
(20 years)	<u><i>12.00 hrs. x 26 = 312.00</i></u>

2. Forty hour (40) Employees will be granted vacation benefits as follows:

Years of Continuous Service	Vacation Earning Rate Bi-weekly Pay Period
Less than 5 years	<u><i>5.31 hours</i></u>
5 years but less than 10 years	<u><i>6.46 hours</i></u>
10 years but less than 15 years	<u><i>7.31 hours</i></u>
15 years but less than 20 years	<u><i>8.31 hours</i></u>
20 years or more	<u><i>9.31 hours</i></u>

Vacation credits shall be accrued for each pay period the Employee is in full pay status a major portion of his regularly scheduled biweekly hours. The following provides an example of the manner in which vacation is accrued for an employee on 8-hour shifts.

Example:

There are 26 pay periods in a fiscal year (July 1 through June 30). Accordingly, the employee accrues vacation leave as follows:

Years of Service	Vacation Earning Rate and Result
(<5 years)	<u><i>5.31 hrs. x 26 = 138.06</i></u>
(5 years)	<u><i>6.46 hrs. x 26 = 167.96</i></u>
(10 years)	<u><i>7.31 hrs. x 26 = 190.06</i></u>
(15 years)	<u><i>8.31 hrs. x 26 = 216.06</i></u>
(20 years)	<u><i>9.31 hrs. x 26 = 242.06</i></u>

3. Maximum annual leave carry-over at the end of the last pay period of December even if the pay period does not actually end until January (e.g., ends on January 4 at 0800 hours):
 - a. 40-hour workweek = 240 hours maximum accrual.
 - b. 56-hour workweek = 336 hours maximum accrual

The annual accrual cap shall be based on calendar year and leave shall cease to accrue on January 1 of each year. An Employee shall be paid at his/her regular hourly rate for each hour of vacation time taken. Vacation taken during a biweekly period shall be charged before vacation earned during that pay period is credited. Holidays, as enumerated in this Agreement, occurring within the vacation period will not be counted against vacation hours.

4. Employees voluntarily separated from the Employer shall lose all rights for computing prior service upon reemployment by the Employer.
5. Upon termination of employment, other than for cause and following no less than five (5) consecutive years of regular full-time employment, each Employee shall be compensated at his/her regular hourly rate for his/her total vacation hours accrued, subject to the limitations in Section 3 of this Article.
6. The Fire Chief shall establish a Line Employee list and Forty Hour Employee list showing seniority within the Fire District to be used for vacation scheduling. The list shall be brought up to date annually and accessible by staff in the District shared drive. Employees will submit their requests through the staffing software as well as submitting leave request forms.
7. Vacation preferences shall be granted in order of seniority. For purposes of this Article, seniority shall be based on total full-time service with the District.
8. Employees shall request vacation leave by providing a minimum of fourteen (14) calendar days' notice. An exception to this fourteen (14) calendar day requirement may be granted by the Fire Chief or his/her designee after considering the circumstances that warrant such exception and the convenience and conventionality of the District.
9. For purposes of this Article, seniority shall be based on time in District service.
10. Vacation Leave will not be granted on the following holidays:
 - a. Thanksgiving.
 - b. Family Day.
 - c. Christmas Day.
 - d. Christmas Eve.
 - e. New Years Eve.
 - f. New Years' Day.
 - g. Fourth of July.

11. Employees are eligible to annually purchase up to either forty hours (40) or fifty-six hours (56) of annual leave based on their normal work schedule.

i. Buyout must be requested by November 1st of that year to be paid out in the first full pay period in December on the District-approved form.

ii. Employees may buy out down to 120 hours balance in their annual leave bank.

ARTICLE 8: SICK LEAVE

- 1. Sick leave hours shall accrue for each pay period the Employee is in full pay status for a majority of the Employee's regularly scheduled biweekly hours. Line Employees covered by this Agreement shall earn seven (7) hours of sick leave per biweekly pay period. Forty-hour Employees covered by this Agreement shall earn four and sixty-two hundredths (4.62) hours of sick leave per biweekly pay period. Up to 48 hours of Sick Leave may be used for any death in the family up to the 3rd degree of consanguinity/affinity in Appendix A with the approval of the Duty Officer.*
2. Sick leave shall be granted when the Employee is incapacitated due to illness, injury, pregnancy, or childbirth. Sick leave shall be granted when the Employee is quarantined, receiving required medical or dental services or examinations, or upon injury or illness of the Employee's spouse, children, parents, or any other legal dependent. If an Employee does not have adequate accrued sick leave time, the Employee may be granted the use of other accrued leave time, if any, in lieu thereof. In no case, however, will sick leave time be used or granted as vacation time.
 - a. In all cases, the Employer's Family and Medical Leave Act (FMLA) provisions shall apply as a minimum.
3. Employees may donate sick leave time to those Employees that do not have adequate accrued sick leave time as provided in subsection 7 of this Article.
4. Sick leave shall be charged on the basis of actual time used to the nearest quarter (1/4) hour. Sick leave taken during a biweekly period shall be charged before sick leave earned that pay period is credited.
5. An Employee requesting sick leave may be required to provide the Battalion Chief with evidence acceptable to substantiate the request if required. If a physician's visit is required as a result of this request, it shall be on District time.
6. Upon termination of employment, other than for cause, each Employee shall be compensated at his/her base rate of hourly pay, for total sick leave hours accrued up to a maximum of one thousand three hundred thirty-three (1,333) hours for Line Employees and nine hundred fifty-two (952) hours for forty-hour Employees at the following rates.

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

a. Retirement Buy Out

- i. An additional \$0.10 on the dollar shall be provided to employees who serve 5 years or more years with the District that retire from the District. Retirement must be verified through NV PERS up to 1333 hours for 56 hour employees and 952 hours for forty-hour employees.*

7. Catastrophic Leave

a. Request for Catastrophic Leave

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

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

b. Establishing the Catastrophic Leave Account

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

c. Direct Donation of Hours to Employee

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

d. Review of Status of Catastrophe; Termination of Leave; Disposition of Hours Not Used

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

ARTICLE 9: HOLIDAYS

1. Regular paid holidays are:

- New Year's Day (January 1)
- Martin Luther King's Birthday (Third Monday in January)
- Washington's Birthday (Third Monday in February)
- Memorial Day (Last Monday in May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Nevada Day (Last Friday in October)
- Veteran's Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Day after Thanksgiving (Friday following the fourth Thursday in November)
- Christmas Day (December 25)
- One Floating Holiday

One floating holiday per calendar year and any other day observed as a holiday by the Employer and declared a holiday by the governor of the State of Nevada and/or the President of the United States.

2. The Employer agrees to pay each Employee required to work twenty-four (24) hour shifts, six (6) hours of his/her base hourly rate.

3. Designated Holidays – Eligibility Requirements (40-Hour Employees Only):

The holiday compensation shall be equivalent to the employee's regularly scheduled shift – 8, 10, or 12 hours. If the employee is scheduled for six twelve-hour shifts, and one eight-hour shift, the holiday compensation will be twelve hours.

- a. **Holidays worked.** Employees required to work their regularly scheduled shift on a recognized holiday shall receive base rate of pay plus 1.5 the straight-time for the regularly scheduled shift. (Example: $1 + 1.5 = 2.5$)
- b. **Holidays worked - overtime.** Employees required to work overtime on a recognized holiday shall receive overtime compensation computed at 1.5 of base rate of pay for the overtime worked. (Example: $1 + 0.5 = 1.5$)
- c. **Holidays not worked.** Non-exempt employees who are not required to work on a recognized holiday shall receive holiday compensation equivalent to one regularly scheduled shift. (Example: $1 + 0 = 1$). If a non-exempt employee's regularly scheduled day off falls on a recognized holiday, the employee will be granted one shift off with pay during the workweek of the holiday. The day of that workweek to be taken off is subject to scheduling and upon mutual agreement of the employee and the supervisor.
- d. **Compensation for regular part-time employees.** Regular part-time non-exempt employees shall receive holiday compensation based on their regularly scheduled shift.
- e. **Pay status.** In order to receive holiday compensation, an employee must be in pay status immediately before and after the holiday.

4. Holiday Accrual

Holiday leave shall not be accrued except as may be provided by a collective bargaining agreement.

ARTICLE 10: SENIORITY

1. The Fire Chief shall establish a list showing seniority based on full-time continuous service with the District and full-time continuous service in his/her current position within the District, and it shall be brought up to date annually and will be emailed to all District employees via District email.

2. Seniority shall be based on total full-time continuous service within the District, except as otherwise provided in this Agreement.
3. A break in service of less than ninety (90) days or a break in service due to a personnel reduction shall not be considered as a break in continuous full-time service but shall not count toward full-time service.

ARTICLE 11: NON DISCRIMINATION

Employer and Union mutually agree to comply with NRS 288.140: Right of employee to join or refrain from joining employee organization; exceptions; discrimination by employer prohibited; limitations on nonmember acting on own behalf; and NRS 613.330: Unlawful employment practices: Discrimination on basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability or national origin; interference with aid or appliance for disability; refusal to permit service animal at place of employment. This Article is not subject to the grievance procedure.

ARTICLE 12: SAFETY AND HEALTH

1. A joint Safety Committee composed of two (2) representatives of the Union and two (2) representatives of management shall be established within thirty (30) workdays of signing of this Agreement. Each party shall also designate one (1) alternate.
2. The Committee will meet in a timely manner whenever a member notifies the chairman of the existence of a safety hazard.
3. There will be a first meeting of the Committee to establish the rotation procedure for the chairman.
4. If a majority of the Committee certifies the existence of a safety or health hazard and a majority certifies that adequate action has not been instituted and the Fire Chief fails to take corrective action, a report of the hazard may thereafter be made to OSHA or any other appropriate state or federal agency.
5. The Employer shall pay for a complete physical examination, including but not limited to, the physical examination set forth by NFPA, ANSI, and NRS 617. All Employees must have these physical examinations.
6. A copy of the results of all physical examinations will be placed in the Employee's health file located in the Human Resources Department. Progress regarding any conditions the examining physician reports needing to be resolved shall be monitored by the District with subsequent physical examinations as reasonably necessary. Such subsequent necessary physical examinations, but not treatment, must be paid for by the Employer.
7. The Employer shall provide adequate physical fitness equipment as resources permit per the recommendations of the Safety Committee.

8. The Employer and represented Employees shall comply with all laws, including Nevada OSHA, regulations, and ordinances relating to the Fire District.
9. Recognizing issues of safety related to the Fire District, all personnel working on the line shall meet the same standards, including but not limited to NFPA, ANSI, NRS and NAC.

ARTICLE 13: BULLETIN BOARDS

1. The Union may post notices involving Union business in the location and manner such notices are presently posted. All items to be posted on the bulletin boards must be signed by the Union President.
2. If the Union wishes a separate bulletin board, it may furnish and install a reasonably sized bulletin board (not to exceed four [4] square feet) in a location having reasonable access and visibility at all career fire stations.

ARTICLE 14: WORK RULES

1. The Employer may adopt rules and regulations consistent with the Nevada Revised Statutes and this Agreement. In addition to any other legal requirements (including NRS 288), no rule, regulation, or amendment or cancellation thereof shall become effective until discussed with the Union President to receive input prior to implementation. Where a change impacts matters within the scope of mandatory bargaining as specified in NRS 288 and this Agreement, upon request of the bargaining agent, the Employer will enter into negotiations to the extent required by law or this Agreement.
2. The parties agree that all directives, bulletins, policy procedures, operational notices, and other materials relating to the Fire District's operational policies and procedures shall be issued in a manner of proper index, consecutive number and date of issue and located in an area designated for such material. Said information shall be updated as needed.
3. A Forty Hour Employee cannot be reclassified as a fifty-six (56) hour per week Line Employee without, participating in an approved hiring and testing process for a recognized (56) hour per week Line Employee position. Fifty-six (56) hour employees cannot be reclassified as forty hour employees without participating in an approved hiring and/or testing process.

ARTICLE 15: UNION BUSINESS

Union business will comply with NRS 288. Representatives of the Union and its affiliates will be permitted to transact Union business on District property, provided that this shall not disrupt normal work. The Employer may require Union business to be conducted only during non-paid time, such as before work and after work, during breaks, and/or at lunchtime. Union business may only be conducted in common areas and/or designated Employee break areas. Designated representatives of the Union shall be allowed to receive telephone calls or other communications

concerning Union business at any time during working hours. The Union shall have the right to use the interoffice mail for Union business. District email may be used internally to conduct Union business, but it shall be limited to all parties to this Agreement and subject to established District policies. The Union may post notices involving Union business in the location(s) and manner(s) as mutually agreed upon.

The Union may use the District's buildings for meetings if such use does not interfere with the operations of the District. The permission of the Fire Chief or his/her designee must be obtained before any meeting, but such permission may not be unreasonably withheld.

The Union acknowledges and agrees that the Union shall be solely responsible for the opening, closing, and securing of District buildings used by the Union for Union meetings. The Union acknowledges and agrees that the Union shall indemnify, defend, and hold the Employer harmless for any damages incurred and against any claims made or actions initiated against the Employer as a result of the Union's use of District buildings for Union meetings.

ARTICLE 16: UNIFORM ALLOWANCE

1. The Employer shall provide two (2) sets of structural firefighting pants, turnout coats, boots, gloves, hood(s), and gear bags, one (1) helmet, one (1) flashlight, and whatever standard safety equipment needed by the Employee and agreed to by the Safety Committee. The employer shall provide 2 sets of wildland pants, wildland shirt, and wildland gloves. In addition, the Employer will replace turnouts and safety equipment on an as needed basis when the Employer determines they are worn out, are no longer serviceable, or have been grossly contaminated.
2. The uniforms, turnouts and safety equipment will conform to all current safety standards such as, but not limited to, NFPA, OSHA, NIOSH and FEMA, etc.
3. The Employer shall provide each Employee a uniform allowance of one thousand and one hundred dollars (\$1,100) for each year of this Agreement. Each yearly allowance shall be paid in two (2) equal lump sum payments, one on the first pay period in June of each year and the second on the first pay period of December of each year.
4. The Employer shall provide two (2) washers and one (1) dryer at each career staffed station. One washer shall be designated for non-contaminated items, and one washer shall be designated for contaminated items.
5. The Employer shall be responsible for the cleaning of all uniforms contaminated by any materials requiring decontamination that are not replaced as provided in Section 1 of this Article.
6. The Employer shall reimburse the Employee for the cost of repairing or replacing personal property which is lost, damaged, or destroyed at fires or related emergencies in the performance of his/her duties. The reimbursement shall be made within thirty (30) days

from approval of the claim. The list of personal property shall include and be limited to prescription eyeglasses, including non-disposable contact lenses, watches, and multi-purpose tools (e.g., Leatherman, Gerber).

7. Any claims will be submitted to the Safety Committee for review and approval or denial. Reimbursement amounts shall be limited to one hundred twenty-five dollars (\$125.00) per claim for prescription eyewear; fifty dollars (\$50.00) per claim for watches and multi-purpose tools; and two hundred fifty dollars (\$250) in aggregate within the contract year.

ARTICLE 17: LEAVE FOR CIVIC DUTIES

Temporary Leave at full wages will be provided to the employee for jury duty, court appearances, and administrative proceedings arising out of the employee's employment with the District and for selective service examinations. An employee who is subpoenaed or otherwise required to appear in court or at administrative proceedings arising out of his/her employment with the District, and which appearances occur outside his/her regularly scheduled shift, shall be paid one and one-half (1.5) his/her regular rate of pay for the time spent at such appearances.

In accordance with NRS 6.190, a person summoned to appear for jury duty, the employer and employee, agent or officer of the employer shall not, as a consequence of the person's service as a juror or prospective juror:

1. Require the person to use sick or annual leave; or
2. Require the person to work:
 - a. Within 8 hours before the time at which the person is to appear to jury duty; or
 - b. If the person's service has lasted for 4 hours or more on the day of his/her appearance in a jury duty, including the person's travel time to and from the place where court is held, between 5:00 p.m. on the day of his/her appearance for jury duty and 3:00 a.m. the following day.

The employee shall claim any jury, witness, or other fee to which s/he may be entitled by reason of the appearances described above and pay such fees, except travel mileage and expense reimbursement that was not covered by the employer, to the Storey County Treasurer within 5 working days of receipt, to be deposited by the applicable fund of the District.

Annual leave may be taken by the employee for court appearances or administrative proceedings, not related to employment with the District and not related to jury duty, in which the employee is a party or a witness.

An employee shall not receive pay from the employer for missed work time associated with court appearances in matters to which the employee is a party or is to serve as a witness for a party who has filed an action against an employer. The employee may, however, choose to use his/her annual leave.

ARTICLE 18: SERVICES CONNECTED DISABILITY

All eligible members shall be covered by a workers compensation program of the District's choice that conforms with the provisions of the Nevada Industrial Insurance Act (NRS 616) and the Nevada Occupational Disease Act (NRS 617) and that provides for payment of industrial accident benefits and compensation for partial and total disability arising from industrial injuries and occupational diseases.

1. In the event an Employee is absent from work due to a service-connected disability, approved pursuant to NRS 616 or 617, a supplemental amount from the District will be provided which would cause the total amount received by the Employee from the service-connected disability and the District to equal his/her salary at the time of his/her disability. The supplemental compensation will start from the first day of absence or illness, but shall not exceed 60 calendar days for the same incident. During this period, the Employee shall not forfeit any accrued sick leave. Successful completion of the probationary period is required in order to qualify for the supplemental compensation from the District.
2. During the period when supplemental compensation is provided, the Employee will accrue sick and annual leave benefits as if s/he were in full-pay status. Further, during such period, the District will continue its full contribution toward the Employee's group medical insurance coverage, including his/her spouse and/or family as provided for otherwise in this Agreement.
3. It is the intent of the District to pay on-the-job injured employees (as outlined in this section) the difference between full biweekly wages and that provided pursuant to NRS 616 and 617 covering the period enumerated in Section 1 of this Article. No supplemental benefits shall be paid until after the employee's lost-time benefit check has been deposited with the Storey County Treasurer.
4. If an Employee who is entitled to disability compensation has not completed his/her probationary period, or if an Employee who has received supplemental compensation for the maximum 60 calendar days is unable to return to work, s/he may elect to utilize accrued sick leave, during which period the Employee shall receive compensation from the District as provided by NRS 281.390. If the Employee is receiving no compensation for time missed from work through the workers' compensation program, the Employee must use leave benefits to fully account for any absence.
5. When accrued sick leave has expired, if the Employee is still unable to work and the Employee is receiving compensation for time missed from work through the workers' compensation program, s/he will be permitted to use his/her accrued annual leave as sick leave. Subsequent to the expiration of both the Employee's sick and annual leave, provided that the Employee has so elected to use his/her annual leave as sick leave, the Employee's compensation will be limited to that provided by NRS 616 or 617 and the Employee will be placed in a leave without pay status. However, through written justification to the Personnel Director, exceptions to this Article may be approved by the Fire Chief in-writing with written notice to Personnel Director.
6. As a result of a licensed physician's evaluation and prognosis, it appears that the Employee will not return to his/her regular District job within a 12-month period, the District may

require a medical separation. Medical separation appeals of Employees covered by this Agreement shall be handled in accordance with the procedures set forth in Article 24 Grievance Procedures.

ARTICLE 19. MILITARY LEAVE

Any Employee who is a member of the organized U.S. Army, Navy, Air Force, Coast Guard, Nevada National Guard, or Marine Reserves shall continue to receive paid military leave as prescribed by NRS 281.145, and any benefits as provided by the Uniform Services Employment and Reemployment Rights Act (USERRA) of 1994.

Employees may choose to use accrued annual leave before taking leave without pay. The Employer cannot require that annual leave or other personal leave be used. Employees returning from Military Leave are entitled to any benefits determined by seniority that they had when their Leave began and to any benefits which would have accrued had they remained continuously employed. This includes, for example, merit step and seniority. The Employer shall count the years of Military Leave as if they were years of actual work to determine the accrual rate of Annual and Sick Leave and to determine the rate of pay if the rates are based on seniority. Employees do not accrue Annual and Sick Leave while on Military Leave unless other Employees, including those outside of the bargaining unit, are allowed to do so.

The Fire District shall follow the provisions for leave as outlined in NRS 281.145

The employee must provide the Fire Chief call-to-duty orders documentation within one shift of receipt of the order, unless the order calls the employee to duty in less than that time.

Bargaining unit members may donate accrued annual leave to any military member who is at the time on active duty and who has exhausted his/her allotted military time under the USERRA and NRS 281.145.

ARTICLE 20: POLITICAL ACTIVITY

1. Employees may engage in political activity that is not prohibited by state laws.
2. Employees will not engage in political activity while on duty or in uniform. Political activity, for the purposes of this section of Article 20, is activity to elect or defeat any candidate, political party or ballot issue.
3. Applicable state and federal laws shall be followed when allowing Employees to vote in the electoral process.

ARTICLE 21. RETIREMENT

The Employer will pay all retirement contributions for Employees covered under this Agreement as required by NRS 286. No provision of this Article shall be deemed to waive any provision of Chapter 286 of NRS in respect to "Early Retirement."

If there is a PERS increase during the term of this contract (post July 1, 2020) said increase will be shared equally between the District and the Union members in accordance with NRS 286.421

(3) (a) (1). The Union members portion will be covered by reducing agreed upon chart increase by 50% of the PERS increase.

ARTICLE 22: PROGRESSIVE AND CORRECTIVE DISCIPLINARY ACTION

Progressive and corrective disciplinary action is designed to provide a fair and structured way for Employees to improve their job performance and/or behavior which do not meet the standards or demands of their position and to provide a system for fair and equitable treatment of those Employees who will not or cannot bring their performance up to expected standards without such structure.

1. It is the policy of the Employer, through a progressive and corrective discipline system, to give Employees an opportunity to improve their job performance and/or behavior which does not meet the standards or demands of their position. An Employee may be summarily dismissed (i.e., instant dismissal without notice) only in the event of gross misconduct or as circumstances warrant. The goal of the progressive and corrective discipline system is to correct or improve unsatisfactory performance/behavior, and the measures utilized will be commensurate with the deficiency to be corrected.
2. Progressive and corrective disciplinary action may begin at any of the steps defined in this section, depending on the seriousness of the offense committed, the frequency of occurrence, or the cumulative effect of multiple minor infractions.
 - a. Undocumented Verbal Warning – An undocumented verbal may be given to the Employee for the first occurrence of a minor offense.
 - b. Documented Verbal Warning/Reprimand - A verbal warning or reprimand is given to the Employee for the first occurrence of a minor offense. The warning is administered by the Employee's immediate supervisor or the Fire Chief.
 - c. Written Warning/Reprimand - A written or formal warning is given to the Employee in the first instance of more serious offenses or after repeated instances of minor offenses. The warning is administered by the Employee's immediate supervisor or the Fire Chief. It states the nature of the offense and specifies any future disciplinary action which will be taken against the Employee if the offense is repeated within a specified time frame. A copy of the Written Warning/Reprimand and corresponding documentation are placed in the Employee's master personnel file. The Written Warning/Reprimand and corresponding documentation shall remain in the Employee's master personnel file for no less than fifteen (15) months, after which the records may be removed from the Employee's personnel file upon written request of the Employee directly to the Fire Chief, and validation of the Human Resources Director. The Employee is required to read and sign the formal warning and may attach a rebuttal which will be placed in the employee's personnel file along with the formal warning.
 - d. Suspension Without Pay:
 - i. If the seriousness of the offense warrants or despite previous warnings an Employee still fails to reach the required standards in the specified time

frame, the Employee may be suspended without pay. During Suspension, the Employee is barred from working for a predetermined period of time and his/her salary is docked accordingly. Suspension without pay actions may range from one (1) to ten (10) shifts for line personnel and one (1) to twenty (20) days for forty (40) hour personnel.

- ii. An Employee may also be placed on Suspension without pay pending discharge. A decision to suspend pending discharge is made based on the reasons for the Discharge and is generally utilized when the Employee is suspected of gross misconduct or when his/her continued presence during the investigation period would be a disruption to normal Fire District business. If the Employee is found to have been Suspended inappropriately, pay and benefits for the period of Suspension will be reinstated (except that, if insurance has lapsed, coverage for time passed cannot be reinstated).

e. Involuntary Demotion:

- i. If the seriousness of the offense warrants or despite previous warnings an Employee still fails to reach the required standards in the specified time frame, the Employee may be demoted.

- 3. Dismissal - An Employee who fails to correct unsatisfactory performance/behavior during previous steps in the progressive discipline procedure will be terminated. In the case of a serious infraction (gross misconduct), an Employee may be summarily Dismissed (i.e., instant dismissal without notice) only in the event of gross misconduct, defined as acts which are intentional, wanton, willful, deliberate, and reckless, or in deliberate indifference to the Employer's interest, and only while on duty or specifically acting as an agent of the Employer without benefit of the progressive and corrective discipline's sequence of lesser actions.
- 4. Notice of Suspension, Involuntary Demotion, or Dismissal --All notices of Suspension, Involuntary Demotion, or Dismissal shall be given to the Employee in-writing, specifying the action to be taken and the grounds upon which the action is based. The specification of charges shall include a statement of the job performance and/or behavior which does not meet the standards or demands of their position. The notice shall include a statement that the Employee has five (5) working days to meet with the Fire Chief or his/her designee to discuss the proposed action. The specification of charges shall be signed by the Fire Chief or his/her designee. The Fire Chief or his/her designee shall not Suspend, Involuntarily Demote, or Dismiss an Employee without giving ten (10) working days' notice prior to the action being taken.

The Fire Chief may serve notice upon an Employee by mail or personal service. If mailed, notice shall be mailed to the Employee at his/her last known address by USPS Certified Mail, Return Receipt Requested. Receipt shall be deemed the date of first attempt of delivery as indicated on the return receipt. Should notice be returned-to-sender, receipt shall be deemed to be on the third day after the date of mailing of the notice.

The Employee may be accompanied by a Union representative should the Employee decide to meet with the Fire Chief to review the charges. The Employee shall be given an opportunity to state his/her position as to whether there are true and reasonable grounds for the proposed action.

The discipline may be postponed to allow for the consideration of evidence the Employee produced and/or for further investigation of the Employee's response.

5. Appeals of Disciplinary Actions -Within ten (10) days of the date that disciplinary action of Suspension Without Pay, Involuntary Demotion, or Dismissal is implemented by the Fire Chief, the Union may appeal said disciplinary action to Arbitration as provided in Article 24 Grievance Procedure 3. Formal Levels, (c) Level 3.
6. Failure of the District or its designee to follow the steps or procedures outlined in this Article may be cause to file a grievance pursuant to Article 24 of this Agreement.

ARTICLE 23: PERSONNEL FILES

1. The Employer will maintain a personnel, training, and medical file on each Employee. The Employer shall maintain only one (1) set of these files on each Employee; personnel and medical files shall be maintained by the Human Resources Department. Training files shall be maintained by the Fire District. Individual health-related information for the Hazardous Materials (Haz-Mat) response units shall be maintained on those units, provided the Employee agrees, in-writing.
2. Any Employee has the right to review his/her personnel file and/or health file upon request in the Human Resources Department. Reasonable advance notice will be provided. This right is limited to the individual Employee to review his/her own personnel file and/or health file. However, an Employee may, with a notarized release form, permit his/her personnel file and/or health file to be reviewed by a party so authorized, upon written request to the Human Resources Department.
3. Employees are encouraged to request placement in their files of any educational or other accomplishments that serve to recognize an achievement bearing on both the Employee and the Employer. A denial of such request and reason for the denial shall be provided to the Employee in-writing.
4. Except as provided in Section 2 of this Article, only those people working in the Human Resources Department, the Fire Chief, and those people in the immediate chain of command of the Employee, as authorized by the Fire Chief, shall have access to an Employee's files. In addition, the Employer's authorized attorney/attorneys shall have the right to access an Employee's files for legitimate personnel purposes related to discipline, complaints, grievances, arbitrations, and lawsuits involving the Employee.

5. Any person accessing an Employee's files shall sign a file entry roster unless the access is the normal day-to-day access made by employees working in the Human Resources Department.
6. Any derogatory information shall be signed by the Employee. Such signature shall serve as acknowledgement of receipt only. An Employee's refusal to sign should be witnessed by a third party.
7. Any Employee under this policy, upon reviewing his/her personnel file and/or health file, who finds inaccurate or misleading material, may prepare and present to the Fire Chief a clarifying statement pertaining to the document in question requesting removal of said document from his/her personnel file and/or health file. Consultation with and approval from the Fire Chief is required prior to any action to remove material, that is not health-related, from a personnel file.
8. If requested by the Employee, the Union shall be notified, within three (3) working days, of any disciplinary materials placed in an Employee's files.

ARTICLE 24: GRIEVANCE PROCEDURE

1. Definitions:
 - a. Grievance: A Grievance is a claimed violation, misapplication, or misinterpretation of this Agreement or rules, regulations, and policies of the Employer governing matters within the scope of mandatory bargaining pursuant to NRS 288. Informal discussions and attempts to resolve the matter prior to filing a formal grievance are excluded.
 - b. Grievant: A Grievant is an Employee or a group of employees who are covered by the provisions of this Agreement and who believe that they have been adversely affected by an act or formal decision of the Employer occasioning the Grievance, and who file a Grievance. The Union may be the Grievant if an act or formal decision of the Employer which is alleged to be a Grievance directly relates to a Union activity provided for in this Agreement.
 - c. Day: Shall mean a weekday, Monday through Friday, excluding holidays.
2. Grievance Levels: The following formal Grievance Levels shall apply if informal discussions and attempts to resolve the matter between the Employee or Union and the immediate Supervisor are not successful. Disciplinary actions described in Article 22 Section 5 are not subject to Grievance Levels 1 and 2 of this Article, but shall immediately proceed to Level 3 of this Article.
 - a. **Level 1.** Within ten (10) days of the event giving rise to a Grievance or from the date the Employee(s) could have reasonably been expected to have had knowledge of such event, the Employee(s) or Union may file a written Grievance with the directly

involved duty officer. The statement shall contain a statement describing the Grievance, the specific section(s) of this Agreement allegedly violated, and the remedy requested. The duty officer may have a meeting with the Grievant and, within ten (10) days of receiving the Grievance, give a written answer to the Grievant and forward the Grievance and the answer to the Fire Chief.

- b. **Level 2.** If the Grievant is not satisfied with the written answer at Level I, the Grievant or the Union may, within ten (10) days from the receipt of such answer, file a written appeal to the Fire Chief. Within fifteen (15) days of receipt of the written appeal, the Fire Chief or his/her designee, shall investigate the Grievance, which may include a meeting with the concerned parties, and give a written answer to the Grievant.
 - c. **Level 3.** Should the Grievant or Union wish to appeal the Fire Chief's decision, a written notification requesting Arbitration must be served upon the District within ten (10) days of the Fire Chief's decision.
 - d. With the consent of the parties, expedited Arbitration may be used.
 - e. The parties agree to solicit a list of seven (7) professional neutrals with public sector experience from the American Arbitration Association (AAA) and alternatively strike names from such list until one name remains. That remaining person so selected shall serve as the Arbitrator. For the first Arbitration, the party to strike first shall be determined by lot. Thereafter, the party to strike first shall alternate between the parties. Arbitrations shall be conducted in accordance with AAA rules.
3. Arbitration Costs. The costs of arbitration shall be borne as follows:
- a. The expenses, wages, and other compensation of any witness called before the Arbitrator shall be borne by the party calling such witness. Other expenses incurred such as professional services, consultations, preparation of briefs and data to be presented to the Arbitrator shall be borne separately by the respective parties.
 - b. The Arbitrator's fees and expenses, and the cost of any hearing room, shall be borne by the losing party to the Arbitration. The Arbitrator will be required to specify the payor of costs.
 - c. If a court reporter is requested by either party, the requesting party shall pay the costs of the reporter. If the record is transcribed, the requesting party will pay the transcription costs unless mutually agreed to share the cost. Any other party desiring a copy will pay for the copy. If the Arbitrator requires a reporter and transcript, the parties will share the cost equally.
4. Arbitrator Decision. The Arbitrator's decision shall be final and binding upon both parties. The arbitrator shall not have the power to modify, amend, or alter any terms or conditions of this Agreement.

5. General Provisions.

- a. If a Grievant fails to carry his/her Grievance forward to the next Level within the prescribed time period, the Grievance shall be considered settled based upon the decision rendered at the most recent step utilized.
- b. If the District fails to respond with an answer within the given time period, the Grievant shall have the right to appeal to the next higher step.
- c. Time limits and formal levels may be waived by mutual written consent of the parties.
- d. Nothing contained herein shall preclude an Employee, with or without representation, from bringing a problem not covered herein through the chain of command to the Fire Chief.

ARTICLE 25: BENEFITS INSURANCE

1. Employee eligibility for health insurance benefits shall commence 60 days after hire, and to the first day of the next month.
2. The Employer agrees to pay one hundred percent (100%) of the monthly premiums for health insurance (to include hospitalization, major medical, dental, and vision) for Regular Full- Time Employees. The Employer agrees to pay a prorated percentage of monthly premiums for health insurance based on actual hours scheduled to be worked for Regular Part-Time Employees working at least twenty-one (21) hours but less than thirty (30) hours* per workweek. Employees working 30 hours or more are eligible for benefits equaling that provided to regular full-time employees. Employer agrees to pay \$40,000 in Life and Accidental Death and Dismemberment (AD&D) for the employee for the term of this Agreement.

**The federal Affordable Care Act (ACA) requires that employees working an average of 30 or more hours per week be eligible for health benefits coverage.*

3. Employer agrees to pay eighty percent (80%) of the monthly premiums for health insurance base plan for the Employee's dependents (up to age 26) and eighty percent (80%) for the employee's spouse who is not eligible for government-sponsored (e.g., Medicare, Medicaid, Veterans Administration) or employer-sponsored health insurance coverage. If the Employee's spouse is eligible for any other government-sponsored or employer-sponsored health insurance coverage, the Employee may choose to cover his/her spouse on Employer's plan for a charge equal to fifty (50%) percent of the cost of the spouse's coverage. The District agrees to pay one hundred percent (100%) of the cost for dental insurance of the employee's dependents and spouse.
 - a. Each Employee shall provide on a District-provided affidavit to the HR office annual

certification stating whether his/her spouse is eligible for any other government-sponsored or employer-sponsored health insurance coverage.

4. As allowed by law and without federal penalties to the employer, an Employee may opt out of Employer-paid health insurance coverage and accordingly may receive fifty percent (50%) of the premium that the Employer would have paid for Employee only base plan coverage. Premium percentage will be paid to the employee via payroll once per month and will be considered taxable income. Any employee opting out of health benefits coverage must complete an employer-provided affidavit stating that the employee and his/her tax-family (e.g., spouse and dependents) will maintain minimum essential health coverage, other than coverage purchased in the individual market and Medicare, as required by the Affordable Care Act. No payment will be made if the Employer has reason to know that Employee or any other member of his/her expected tax family does not have, or will not have, the required alternative coverage. The Employee must also acknowledge that, in the event s/he no longer meet the criteria set forth above, s/he will no longer be eligible for payment from Employer and will immediately notify the Human Resources office. Failure to notify Human Resources will lead to cost recovery from the employee.
5. The Employer shall offer Retirees, as defined under NRS Chapter 286, the option to continue coverage as required under NRS Chapter 287. Payment shall be made by the Employer regardless of the insurance provider elected by the Retiree to provide coverage; however, the Employer's responsibility for payment shall be capped at the amount the Employer would be required to pay if the Retiree elected coverage with the insurance provider designated under the Public Employees' Benefits Program (PEBP). Retirees not electing coverage with the insurance provider designated under PEBP shall be responsible for the payment of any excess difference in cost for the coverage elected. Employer contributions to retiree coverage will stop at age 65 or when the Retiree becomes eligible for Medicare Part A and Part B.
6. Legal Liability - NRS Chapter 41 shall apply to represented employees, as appropriate.
7. Employees may elect to cash out up to 56 hours of accrued sick leave annually as a HSA contribution, provided they maintain 240 hours in their sick leave bank. This election takes place twice annually in the second full pay period in June and December. Signed request must be submitted with the employee's timecard. Total annual contributions to the HSA cannot exceed limits outlined within law.
8. The District will provide a subscription to an air ambulance service for all District employees at no cost to the employee.
9. *Each employee, on an eligible plan, shall receive an annual preload of \$500.00 into their HSA, to be paid out in the first pay period of each fiscal year. Employees who are not currently enrolled on the District insurance program shall not be entitled to this preload. Any employee who joins the District plan after July 1st will not be eligible until the following July 1st for the \$500.00 preload.*

ARTICLE 26: PAYROLL DEDUCTIONS

1. The Employer agrees to deduct biweekly dues in the amount certified to be current by the Treasurer of the Union from the pay of those who individually request in writing that such deductions be made. The Employer will not honor any blanket request by the Union for payroll deductions.
2. The total amount of deductions shall be remitted by the Employer to the Treasurer of the Union by the deposit of said deductions to the bank account of the Union, the bank to be designated by the Treasurer of the Union, as soon as reasonably possible after the end of the pay period in question.
3. This authorization for payroll deduction of dues shall remain in full force and effect during the term of this Agreement, provided, however, individual Employees may rescind a request that dues be deducted at any time, and such written revision will be honored by the Employer.
4. The Union will indemnify, defend, and hold the Employer harmless against any claims made and against any suits instituted against the Employer on account of any action taken or not taken by the Employer in good faith under the provisions of this Article.
5. The Employer agrees to provide an automatic payroll check deposit program. Those Employees wishing to participate in this program will have the net amount of their paycheck automatically deposited to their bank account. This automatic deposit will be submitted no later than Friday morning of the payday week. Automatic deposits can be made by the Employer to any bank or savings and loan with a bank routing number. On payday, instead of a paycheck, participating Employees will receive a voucher detailing their gross pay, deductions, sick and vacation hour balances, and number of hours at the given pay rate.
6. The Employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues. When a member in good standing of the Union is in non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an Employee who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Union dues.

ARTICLE 27: EDUCATION AND DEVELOPMENT

An Employee will be reimbursed for education training courses in accordance with this Article and District Policy.

1. The training must be related to the required skill or education for the Employee's current position or to a logical career path with the Employer.

2. Only bargaining unit Employees will be eligible for reimbursement for course work after successful completion of the employment probationary period. Further eligibility may be determined by the Fire Chief in accordance with the District's training program.
3. Employees will be reimbursed up to Two Thousand, Two Hundred and Thirty Dollars (\$2230.00) per fiscal year. There will be no reimbursement if the cost is assumed by any other institution, scholarship, or grant-in-aid.
4. Any education reimbursement funds not used by the beginning of the fourth quarter (April 1st) of the fiscal year will be placed into a pool that may be drawn upon by Employees who have exhausted their education reimbursement funds for the current fiscal year, up to a max of an additional Five Hundred Dollars (\$500.00). In order to draw from the education reimbursement fund pool, the Employee must apply and receive approval by the Fire Chief or their designee on or after April 1st. If an employee receives the additional Five Hundred Dollars (\$500.00) reimbursement, that additional Five Hundred Dollars (\$500.00) must be used before the end of the fourth quarter (June 30th) of the fiscal year. No reimbursement funds issued in the current fiscal year will carry-over into the subsequent fiscal year.
5. Reimbursable expenses shall be restricted to tuition and course fees. Lodging (based on GSA per diem or District policy for current year) and travel (mileage reimbursement based on current GSA category "If use of privately owned automobile is authorized or if no Government-furnished automobile is available" or District policy for the current fiscal year) will be reimbursed if the training class is in the interest of the District. While courses shall be normally taken on the Employee's own time, exception may be granted by the Fire Chief, in which case hours from work will cause no adverse impacts to his/her duties and other Employees in the workplace, and which hours from work must be deducted from earned Vacation or Training leave or be recorded as an unpaid excused absence. All training subject to reimbursement must be approved by the Fire Chief or their designee.
6. Employees shall be allowed to use a portion of their Two Thousand, Two Hundred and Thirty Dollars (\$2230.00) Education and Development reimbursement allotment to attend a maximum of six (6) units (typically two courses) per fiscal year with prior approval of the Fire Chief. These courses must be taken from an accredited college or university and count towards a degree program consistent with their current position, or to a logical career path within the fire service. These may include, but are not limited to, English, Math, Humanities, Science, Engineering, Business Administration, Public Administration, Emergency Management, or any fire service-related course of study. This is a reimbursement process in which Employee is responsible for providing proof that they completed the class with a minimum grade of "B" eighty (80%).
7. To obtain reimbursement, the course must be taken from a recognized and accredited college, university, or training institution. The Employee shall provide valid evidence that s/he completed the course with a minimum grade of "B" eighty (80%). If the course is of a nature that no grade is given (i.e., pass or fail), the Employee must provide to the Employer a certificate of completion or other valid documentation showing satisfactory passage of the courses.

8. The employee shall receive the regular rate of pay during training and education which takes place during the employee's regular schedule shift period and otherwise as required by the federal Fair Labor Standards Act (FLSA).
9. All bargaining unit members shall be eligible to receive up to forty-eight (48) hours of Training leave per fiscal year. Training leave shall only be used for high hazard trainings (e.g., rope rescue, hazmat, live-fire, etc.) and only during hours in which the high hazard training occurs. Training leave must be approved by the training division prior to the member participating in the training.

ARTICLE 28: PERSONNEL REDUCTION

In the event of a personnel reduction in accordance with Article 2 of this Agreement, such reduction shall be affected as follows:

1. The Employee with the least seniority in the affected classification shall be laid-off first.
2. Any Employee being laid-off shall have the option of accepting a voluntary demotion to a lower classification within the District, provided the employee has occupied the lower class with the District.
3. If an Employee being laid-off elects to accept a voluntary demotion, then the Employee in the lower classification with the least total seniority with the Fire District shall be laid-off, and, if the demoted Employee has the least total seniority with the Employer, s/he will be the one to be laid-off. An Employee who accepts a voluntary demotion shall be placed at a step in the salary range that is closest to his/her current salary. However, in no instance shall an Employee be paid more than the top of the salary range of the lower job class.
4. The laid-off Employee shall remain on a recall list for two (2) years following the date of lay-off, provided, however, the laid-off Employee shall be removed from the recall list if the laid-off Employee fails to report for duty within fifteen (15) working days of certified mailing of notice of recall to Fire District employment.
5. No new Employee shall be hired, subject to Section 4, until the last-laid off Employee has been given the opportunity to return to work.

ARTICLE 29: ACTING IN A HIGHER CLASSIFICATION OR DUAL-ROLE CAPACITY.

1. When a Firefighter is assigned by the Fire Chief or Fire Chief's Designee to temporarily fill a Captain vacancy, the Firefighter shall be entitled to five percent (5%) of his/her base pay for the time served in acting classification. A Firefighter assigned to an engine on off-district assignments as an Engine Boss shall receive the same five percent (5%) to his/her base pay during the time of the assignment.

2. A Captain may be assigned by the Fire Chief or Fire Chief's Designee to fill the role of Battalion Chief when a normally scheduled Battalion Chief is unavailable. In such instances, the Captain shall be entitled five percent (5%) of his/her base pay for the time served in acting classification.
3. A Fire Inspector may be assigned by the Fire Chief or Fire Chief's Designee to fill the role of Fire Marshall in his/her absence. Only a Fire Inspector with the required qualifications of the Fire Marshall, can be assigned to fill the role of Fire Marshall and shall be entitled five percent (5%) of his/her base pay for the time served in acting classification.
4. Fire Inspector shall not be eligible to fill the role of Captain, "Acting" Captain, Battalion Chief or "Acting" Battalion Chief.

ARTICLE 30: STRIKES AND LOCKOUTS

1. Neither the Union nor any Employee covered by this Agreement will promote, sponsor, or engage in any strike against the Employer; slow down or interruption of operation; concentrated stoppage of work; absence from work upon any pretext or excuse, such as illness, which is not founded in fact; or on any other intentional interruption of the operations of the Employer regardless of the reason for so doing.
2. The Employer will not lock out any Employees during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 31: SHIFT TRADES

1. Represented Employees may request to trade shifts in the event that it does not interfere with the operation of the Fire District. Employees who trade shifts must occupy the same job classification and otherwise be qualified to perform the duties of the job class.
2. No obligation, financial or otherwise, shall accrue to the Employer on account of such shift trades. Therefore, hours worked by an Employee working a shift as the result of a shift trade shall be excluded from any overtime calculation. However, the regularly scheduled Employee shall be compensated as if s/he had worked his/her normal schedule for the traded shift.
3. Where overtime is required as the result of an Employee's inability to fill a shift trade, the Employee failing to fill a shift shall have his/her annual leave balance reduced up to twenty-four (24) hours, or up to thirty-six (36) hours if overtime payment is required.
4. Three-way shift trades are prohibited except under emergency conditions, as determined by the Supervisor.
5. Employees shall be permitted to take a maximum of 480 hours off of shift trade per calendar year. Shift trades shall not interfere with the operation, administration, or safety of the Fire District.

6. Nothing herein shall be construed to diminish the Employer's management rights under NRS 288 or the Management Rights clause hereof.
7. Probationary employees shall not be granted shift trades during the first 6 months of employment without prior approval of the Fire Chief.
8. A shift trade is only permitted upon documented approval by the Fire Chief or his/her designee.

ARTICLE 32: DEATH IN FAMILY

An Employee shall be granted up to four (4) shifts off for a total of 96 hours with pay per occurrence without loss of any accrued time to attend a funeral and tend to family affairs for a family member within the first degree of consanguinity or affinity (Appendix A).

ARTICLE 33: POLYGRAPH EXAMINATIONS

No Employee shall be compelled to submit to a polygraph examination against his/her will. No disciplinary action or other recrimination shall be taken against a member for refusing to submit to polygraph examinations. Testimony regarding whether an Employee refused to submit to polygraph examination shall be confined to the fact that, "The Storey County Fire Protection District does not compel personnel to submit to polygraph examinations." This Article, however, does not apply to applicants in the hiring process.

ARTICLE 34: AMENDING PROCEDURE

It is agreed that no provision of this Agreement may be amended without the mutual agreement of the parties.

ARTICLE 35: PREVAILING RIGHTS

1. All previous benefits, including hours, wages and working conditions that are matters within the scope of mandatory bargaining, enjoyed by the Employees, but are too numerous to mention or write in this contract, will not be diminished without mutual consent of the parties.
2. There will be no change in any Article or subject matter covered by this Agreement without the mutual consent of the parties.
3. There will be no change in any matter within the scope of mandatory bargaining without negotiations as required by NRS 288 and mutual consent of the parties during the term of this Agreement.

ARTICLE 36: COMMUNICABLE DISEASE

1. In the event an Employee covered under this Agreement or his/her supervisor suspects that, as a result of the course of duty, s/he has been exposed to or is the carrier of a serious communicable disease; the Employee may be relieved of duty without the loss of any pay or sick leave and shall be taken immediately to a local emergency hospital for diagnosis and treatment. It shall be the responsibility of the supervisor to determine if or when the Employee is permitted to leave duty for this purpose.
2. The Employee shall be provided with preventive measures designed to protect the Employee against communicable diseases. These measures shall include, but are not limited to, medical procedures such as hepatitis and other vaccines and blood tests, and Bodily Substance Isolation (BSI) such as, gloves, masks, and other products, equipment, and procedures that are intended to detect, prevent, or impede communicable disease. The use of BSI shall be required by a supervisor if it appears the nonuse of this equipment may endanger the Employee or another Employee. Participation in any medical procedures, such as vaccination and testing, shall be at the discretion of the Employee, and the Employer shall not be held responsible for any consequences to the Employee as a result of the Employee having or not having received any vaccinations or tests or his/her refusal to use BSI. This does not waive the Employee's rights under Workers' Compensation.

ARTICLE 37: TRANSFER OF FUNCTION

1. The District agrees to negotiate with the Union to the extent and under the provisions of NRS 288, the impact and effect upon represented Employees of consolidation or any other form of placement or transfer of its Fire District services prior to or upon any decision to consolidate or any other form of placement or transfer. Nothing in this Article will prevent the District from making any decisions to consolidate or any other form of placement or transfer to another entity.
2. The District will notify the Union by telephone the next workday of any decisions regarding consolidation or any other form of transfer or placement. A written notice will also be sent to the Union within five (5) days of the decision. For purposes of this Article, a day is defined as Monday through Friday, excluding Saturday, Sunday, and holidays.
3. This Agreement shall be binding upon the successors and assignees of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change of management responsibility, geographically or otherwise in the location or place of business of either party.

ARTICLE 38: SAVINGS CLAUSE

1. This Agreement is the entire agreement of the parties.

2. Should any provision of this Agreement be found to be in contravention of any federal or state law by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise cancelled or amended.

ARTICLE 39: LEAVE OF ABSENCE

Leaves of Absence are available to accommodate the compelling needs of Employees when other forms of allowable absence are not available.

1. In all cases, the District's Family and Medical Leave Act (FMLA) Policy shall apply as a minimum, if applicable.
2. Leaves of absence with pay may be granted for medical purposes. Use of accrued Sick Leave (leave with pay) may be approved in cases of sickness, injury, pregnancy, childbirth or adoption. If absence is over five (5) workdays' duration, it becomes a medical leave of absence and must meet criteria for leave of absence as well as criteria for general use of Sick Leave. A doctor's statement may be required when applicable. Upon exhausting accrued Sick Leave, an Employee may request a medical leave without pay.
3. Leaves of absence without pay may be granted by the Fire Chief and Personnel Director for medical disability when an Employee has exhausted paid Sick Leave or for personal reasons. Policies regarding each are as follows:
 - a. Medical - Medical leaves of absence without pay may be granted in cases of sickness, injury, pregnancy, childbirth or adoption. Medical/disability leaves of absence may be granted for a justifiable period of time up to ninety (90) calendar days. Extensions may be granted up to a total of 180 calendar days.
 - b. Personal - Leaves of absence without pay for purposes other than medical/disability may be granted at the discretion of the Fire Chief
 - i. An Employee who requests a leave of absence for Vacation or similar purposes is required to exhaust accrued Vacation time prior to the start of an unpaid leave of absence of more than five (5) workdays. An Employee who requests a leave of absence for personal emergency or similar purposes is not required to exhaust Vacation time prior to the leave. Whether the reason for the leave of absence requires prior use of accrued Vacation shall be at the Fire Chiefs discretion. However, in all cases where a leave in excess of ninety (90) calendar days is requested, Vacation accrual must first be exhausted.
 - ii. Personal leaves of absence without pay may be granted for a maximum of six (6) months.
4. Effect of Leave of Absence without Pay on Employee Benefits

- a. Time spent on an unpaid leave of absence of over thirty (30) calendar days will not be counted as time employed in determining an Employee's eligibility for benefits that accrue on the basis of length of employment.
- b. An Employee on an unpaid leave of absence of over thirty (30) calendar days shall not be entitled to receive District-paid group insurance premiums, but is entitled to assume the premium payments if the insurance policy allows. The Employee must agree in writing to assume the premium payment.
- c. Upon notifying the District of his/her intention to return to employment, an Employee shall be reinstated to his/her original job.
- d. Upon return from any unpaid leave of absence over thirty (30) calendar days, the Employee's anniversary date will be adjusted by the amount of time out of pay status.

5. Procedures and Responsibilities

- a. Employee - Employees seeking a leave of absence are required to:
 - i. Notify the Fire Chief as far as possible in advance of the need for a leave of absence.
 - ii. Obtain and complete an "Absence Request" form and submit it for approval to the Fire Chief (forms available from Human Resources or Supervisor).
 - iii. Provide support documentation such as a physician's written statement, military orders, adoption papers, etc. (if applicable).
 - iv. If approved during the leave, maintain contact with the District regarding prognosis and/or possible return date. Notify supervisor at earliest possible date of intended date of return.
 - v. If an extension of the leave of absence becomes necessary, a written request must be submitted to the Supervisor prior to the expiration of the leave of absence.
- b. Supervisor- The Employee's Captain will review the "Absence Request" and forward it to the Fire Chief with his/her recommendation/comments.
 - i. The Fire Chief will review and act upon a request for leave of absence in consideration of the following factors:
 - 1. The purpose for which the leave is requested;
 - 2. The length of time the Employee will be away; and

3. The effect the leave will have on the ability of the District to carry out its responsibilities.
- ii. The Fire Chief may approve a leave of absence without pay of five (5) calendar days or less.
- iii. A leave of absence without pay over five (5) calendar days must have recommendation from the Fire Chief and Human Resources Director
- iv. Approved requests are forwarded to the Human Resources Department for appropriate disposition.
- v. The Captain will ensure that a properly coded time sheet is submitted biweekly to the Finance Division during the duration of the approved leave.
- vi. The Fire Chief may approve twenty-four (24) hours of leave to an Employee for emergency leave, without loss of any accrued time.

ARTICLE 40: INCENTIVE PAY

1. Employees will be granted incentive pay as follows:

Incentive Category	Annual Incentive Pay Rate
Category 1: Education Degree	
Applied Associates Degree in Fire Science	2.5% of base rate of pay
Bachelor's Degree in Fire Science, Emergency Management, Chemistry, Mathematics, Business Management, or field directly related to the duties of the employee's position	3.0% of base rate of pay
Category 2: Operations Certification	
Current Hazmat Technician Level Certification (Maximum of <u>12</u>)	2.0% of base rate of pay
Technical Rescue Technician (<u>see paragraph 11</u>) (Maximum of 9)	2.5% of base rate of pay
Paramedic-Captain	2.0% of base rate of pay
Category 3: Current Instructor Certification	
1. CPR and First-Aid Instructor	2.5% of base rate of pay

2. Fire <u>Service</u> Instructor <u>1 / Fire Service Instructor 2</u>	
3. EMS Instructor	
4. PALS Instructor	
5. ACLS Instructor	
6. ITLS <u>or PHTLS</u> Instructor	
Category 4: Fitness	
Meeting Annual Fitness Standards	\$1,000 annual incentive

Category 5: Fire Inspector Only	
<u>Applied Associate Degree in Fire Science</u>	<u>2.5% of base rate of pay</u>
<u>Bachelor's Degree in Fire Science, Emergency Management, Chemistry, Mathematics, Business Management, or field directly related to the duties of the employee's position</u>	<u>3.0% of base rate of pay</u>
<u>Fire Service Instructor</u>	<u>2.5% of base rate of pay</u>
<u>Meeting Annual Fitness Standards</u>	<u>\$1,000 annual incentive</u>
<u>Advanced Emergency Medical Technician (AEMT)</u>	<u>2.0% of base rate of pay</u>
<u>ICC or NFPA Fire Plans Examiner (Fire Inspector 1 only)</u> <u>ICC or NFPA Fire Code Specialist (Fire Inspector 2 only)</u>	<u>2.5% of base rate of pay</u>
<u>Fire Investigator (IAAI)</u>	<u>2.5% of base rate of pay</u>
<u>Category 6: Preceptor</u>	

Preceptor (Must hold current EMS Instructor Certification)

5.0% of base rate of pay
Maximum of 240 hours

2. Maximum Incentive: Employees are eligible to receive incentive pay for all three (3) categories as described in this Article for a total of no more than 14.5 percent of base rate of pay in annual incentive pay.
3. Category 1: Education Degree Incentive. Employees are eligible to receive incentive pay for only one (1) Education Degree subcategory. Incentive pay for Education Degree will not be compounded for those employees having multiple degrees. Associate's Degree in Fire Science will be the only acceptable degree for incentive. Bachelor's Degree will be acceptable if the field of study is related to the fire service, public safety, management, or other field of study directly related to the employee's position, subject to determination by the Fire Chief.
4. Category 2: Operations Certification Incentive. Employees are eligible to receive incentive pay for all three sub-categories of the Operations Certification category. However, only a Captain may earn Paramedic-Captain incentive.
5. Category 3: Current Instructor Certification Incentive. Employees are eligible to receive incentive pay for two (2) Current Instructor Certification subcategories. Two certifications can be compounded so long as one of the certifications is **Fire Service** Instructor or EMS Instructor.
 - a. Employees who receive incentive pay for Current Instructor Certification shall perform no less than fifteen (15) hours of qualified instruction each year from the pay period that the incentive pay is issued to the Employee. Current Instructor Certification incentive pay shall not be granted if the Employee fails to meet this provision. Employees receiving instructor incentive pay must submit class rosters showing that qualified instruction was delivered, and the rosters must show dates and times that the instruction was delivered and signatures of those attending.
 - b. Employees who receive incentive pay for Current CPR/First Aid Instructor Certification shall perform no less than fifteen (15) hours of qualified instruction each year from the pay period that the incentive pay is issued to the Employee. Current Instructor Certification incentive pay shall not be granted if the Employee fails to meet this provision. Employees receiving CPR/First-Aid instructor incentive pay must submit class rosters showing that qualified instruction was delivered, and the rosters must show dates and times that the instruction was delivered and signatures of those attending.
6. Category 4: Fitness Incentive (effective 2021). Employees are eligible for a voluntary physical agility testing program to be administered no later than June 1st of each year using a set standard which will be mutually developed with the Fire Chief/Battalion Chiefs and Union representatives based upon the Nevada Peace Officers Standard Training Physical Fitness program. Three (3) separate days will be scheduled to accommodate each shift.

Battalion Chiefs and/or the **Assistant** Fire Chief shall administer the test and verify a passing score. All employees who successfully pass shall be entitled to a \$1,000 incentive to be paid on the first check in July. Participation in this program is completely voluntary and there shall be no reprisal or punitive action taken against any employee who does not obtain a passing score or for not participating in the testing. Only one attempt per year shall be allowed.

7. Category 5: Fire Inspector is ONLY eligible for listed incentives in Category 5. Maximum of 12.5% (percent)
8. Incentive Certification Maintenance. The purpose of incentive pay is to encourage the maintenance of certification that is in addition to the minimum qualifications of the Employee's Job Description. Re-certification in each category and/or subcategory is the responsibility of the Employee. The employer shall allow Employees to attend re-certification training while on duty as staffing permits. The employer shall pay three days maximum of overtime training, not to exceed ten (10) hours per day, for HM Technicians to attend one skills refresher and two drills per calendar year. Technical Rescue Technicians will be required to complete an annual refresher provided by the District or other training approved by the training division prior to attendance.
9. Category 6 Preceptor: Preceptor incentive is not subject to the maximum incentive cap of 14.5%. Preceptors may only receive the 5% incentive while actively assigned to precepting. Precepting incentive can only be obtained during phase 1 and 2 of the preceptee's TAP process.
10. Any fire captain promoted on or after July 1, 2023, will be required to have Fire Instructor 2 in order to receive category 3 Fire Instructor incentive. All current captains (pre-July 1, 2023) receiving category 3 will have until June 30th, 2026, to obtain Fire Instructor 2 in order to maintain receiving category 3 incentive.
11. To receive a category 2 technical rescue technician incentive, the members must have one of the following certifications: LARRO, Rope Technician, Trench Rescue Technician or Confined Space Rescue Technician.
12. Any member receiving a category 2 incentive for LARRO has until June 30, 2023, to obtain a rope technician, confined space rescue technician or trench technician in order to continue receiving that category 2 incentive.
13. Any member receiving any incentives listed in Article 40 must upload their specified certifications to Vector Solutions (or any other primary District provided training recording system).

ARTICLE 41. PROBATION

1. Definitions

"Date of hire" is the first day actually worked in a job class.

"Date of promotion" is the first day actually worked in a job class with a higher rate of pay.

2. Probationary Period

- a. Probationary periods are considered as a continuation of the selection process and apply to all appointments. All classifications covered by this Agreement shall undergo a probationary period of twelve (12) months, notwithstanding the number of hours for 8-hour and 24-hour employees. An Employee who is promoted shall serve a twelve (12) month probationary period, notwithstanding the number of hours for 8-hour and 24-hour employees.
- b. Vacation, Sick Leave, and Holidays will count towards the Probationary period. Catastrophic Leave leaves of absence without pay, Suspension, or other separations shall not be considered working time. Newly hired probationary employees shall not be authorized to use Vacation or Sick Leave during their first 6 months of employment without prior authorization from the Fire Chief.
- c. Prior to the completion of the probationary period, the Fire Chief shall notify the Employee that the probationary period is being extended under this section and the length of the extension. Employees whose probationary period is extended under this section must meet the minimum hours required.
- d. An Employee who is not rejected prior to completion of the probationary period shall acquire regular status automatically.

3. Rejection during Probation

- a. The Fire Chief or his/her designee may terminate (reject) a probationary Employee at any time during the probationary period without cause or right of appeal.
- b. The Fire Chief or his/her designee shall notify the Employee in writing that s/he is rejected during probation. No reasons for the action are necessary.
- c. An Employee who was promoted to a vacant position with a higher pay grade and was rejected during the probationary period must be restored to the position from which s/he was promoted provided that s/he has completed twelve (12) months of continuous service with the Fire District.
- d. An Employee who is serving a probationary period as the result of a promotion may, for a six-month period from date of promotion, voluntarily demote to the position from which s/he was promoted. Such voluntary action on the part of the Employee does not require a showing of cause by the Fire Chief or his/her designee.

ARTICLE 42: DURATION

1. This Agreement shall become effective July 1, 2023, and shall continue until June 30, 2026, except as otherwise provided below.

2. If either party desires to negotiate changes in any Article or Section of this Agreement, it shall provide the notice required by NRS 288.180.
3. The parties shall promptly commence negotiations. If the parties have not reached agreement by April 10th, either party may submit the dispute to an impartial fact finder at any time for his/her findings. The fact finder shall make recommendations of the unresolved issues.
4. If the parties have not reached an agreement within ten (10) workdays after the fact finder's report is submitted, all issues remaining in dispute shall be submitted to an arbitrator. The arbitrator shall, within ten (10) workdays after the final offers are submitted, accept one of the written statements, and shall report the decision to the parties.
5. The impartial fact finder and the binding arbitrator shall be from the American Arbitration Association (AAA) and/or the Federal Mediation and Conciliation Services (FMCS). The Union and the District agree to solicit a list of seven (7) professional neutrals with public sector experience from the AAA or FMCS and alternately strike names from such list until one name remains. That remaining person so selected shall serve as arbitrator. For the first arbitration, the party to strike first shall be determined by lot. Thereafter, the party to strike first shall alternate between the parties. All hearings shall be conducted according to AAA or FMCS rules.
6. In the event that future agreements are not reached prior to July 1 of that year, all awards rendered by the final binding arbitrator shall be retroactive to July 1 of the year negotiations commence.

ARTICLE 43: ADAAA/ADEA

1. It is recognized that the Employer must comply with the statutory provisions of the Americans with Disabilities Act as Amended (ADAAA) and the Age Discrimination in Employment Act (ADEA). However, in complying with the provisions of the ADAAA or ADEA, the Employer shall not violate any Federal or State statute, Local ordinance or the terms of this Agreement.
2. Should the Employer have reasonably been expected to have knowledge of or be required to change any current policy or practice in order to comply with the provisions of the ADAAA/ADEA, the Employer will provide the Union notice as soon as possible prior to its implementation, unless otherwise ordered by a court or administrative tribunal of competent jurisdiction.

ARTICLE 44: HABITABILITY OF STATIONS

1. The Employer shall at all times maintain the stations in a habitable condition. A station is not habitable if it substantially lacks one or more of the following:

- a. Effective waterproofing and weather protection of roof and exterior walls and doors.
 - b. Plumbing facilities which conform to applicable law when installed and which are maintained in good working order.
 - c. A water supply approved under the law and capable of producing hot and cold running water, furnished with appropriate fixtures and connected to a sewage disposal system approved under applicable law and maintained in good working order to the extent that the system can be controlled by the Employer.
 - d. Adequate heating facilities which conform to applicable law when installed and are maintained in good working order.
 - e. Electrical lighting, outlets, wiring, and electrical equipment which conformed to applicable law when installed and are maintained in good working order.
 - f. Floors, walls, ceilings, stairways, and railings maintained in good repair.
 - g. Ventilating, air conditioning, and other facilities and appliances maintained and in good repair.
 - h. All household/station appliances (refrigerator, range, dishwasher, microwave, and water purification system) shall be maintained in good repair and working order. Station 71 Virginia City shall be exempt from having a water purification system.
 - i. Sleeping mattresses shall be replaced on a rotational schedule at the end of their useful life or warranty period as indicated thereon, or after three years if no useful life or warranty is indicated thereon. The period of time in which a station is left dormant or is not in operation shall be credited toward the life of the sleeping mattresses in that station. Credit toward the useful life of those mattresses shall be counted in months.
 - j. Office furnishings office desks, office chairs, and shelving.
2. In the event that repairs and/or maintenance beyond that which is commonly performed by Employees become necessary, the Employer shall perform or otherwise arrange for the performance of such repairs and/or maintenance. Employer shall perform or arrange for the performance of remodeling as needed to maintain station in good repair and in habitable condition.
 3. The District shall budget no less than \$4,500.00 per fiscal year for tentative station and living improvements.
 4. A District and Union representative will meet to establish a list of needed items to be purchased for the new fiscal year. All requests, in addition to the foregoing, must be signed by the Union president prior to approval by the Fire Chief prior to March 1st of every year.

ARTICLE 45: LONGEVITY

1. Longevity will be paid to employees once annually after the completion of their fifth (5) year and each subsequent year following the schedule listed below:

<u>5-10 Years of service:</u>	<u>\$500.00 Annually</u>
<u>10-15 Year of service:</u>	<u>\$750.00 Annually</u>
<u>15-20 Year of service:</u>	<u>\$1,000.00 Annually</u>
<u>20 + Years of service:</u>	<u>\$1,250.00 Annually</u>

Payment will be made on the first full pay period after the employee's anniversary date.

ARTICLE 46: REOPENER

Both the Union and the Fire District have an option for a reopener, limited to one article each, for the third year of the contract, 2025/2026. The party(s) requesting the reopener must notify the other party of this request no later than February 1, 2026.

Appendix A

Consanguinity/Affinity Chart

INSTRUCTION:

For Consanguinity (relationship by blood) calculations:

Place the public officer/employee for whom you need to establish relationships by consanguinity in the blank box. The labeled boxes will then list the relationship by title to the public officer/employee and the degree of distance from the public officer/employee.

Anyone in a box numbered 1, 2, or 3 is within the third degree of consanguinity.

For Affinity (relationship by adoption, marriage or domestic partnership) calculations:

Place the spouse or domestic partner of the public officer/employee for whom you need to establish relationships by affinity in the blank box. The labeled boxes will then list the relationship by title to the spouse or domestic partner and the degree of distance from the public officer/employee by affinity.

Spouses are related in the first degree of affinity by marriage and domestic partners are related in the first degree of affinity by domestic partnership. For adoption and other relationships by marriage or domestic partnership, the degree of relationship is the same as the degree of underlying relationship by blood.

2023-2026 Collective Bargaining Agreement - SCFFA/Storey County Fire Protection District

Appendix B

Year 1 (2023-2024)

FF PERS	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
FF-EMT	62,732.66	21.54	64,928.30	22.30	67,200.79	23.08	69,552.82	23.88	71,987.16	24.72	74,506.72	25.59	77,114.45	26.48
FF-P-Medic	71,076.23	24.41	73,563.89	25.26	76,138.63	26.15	78,803.48	27.06	81,561.60	28.01	84,416.26	28.99	87,370.83	30.00
Captain-EMT	84,751.40	29.10	87,717.70	30.12	90,787.82	31.18	93,965.40	32.27	97,254.18	33.40	100,658.08	34.57	104,181.11	35.78

Non-FF PERS	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
Fire Inspector I	62,732.66	30.16	64,928.30	31.22	67,200.79	32.31	69,552.82	33.44	71,987.16	34.61	74,506.72	35.82	77,114.45	37.07
Fire Inspector II	71,076.23	34.17	73,563.89	35.37	76,138.63	36.61	78,803.48	37.89	81,561.60	39.21	84,416.26	40.58	87,370.83	42.01

Year 2 (2024-2025)

FF PERS	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
FF-EMT	65,241.96	22.40	67,525.43	23.19	69,888.82	24.00	72,334.93	24.84	74,866.65	25.71	77,486.98	26.61	80,199.03	27.54
FF-P-Medic	73,919.27	25.38	76,506.45	26.27	79,184.17	27.19	81,955.62	28.14	84,824.07	29.13	87,792.91	30.15	90,865.66	31.20
Captain-EMT	88,141.46	30.27	91,226.41	31.33	94,419.33	32.42	97,724.01	33.56	101,144.35	34.73	104,684.40	35.95	108,348.36	37.21

Non-FF PERS	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
Fire Inspector I	65,241.96	31.37	67,525.43	32.46	69,888.82	33.60	72,334.93	34.78	74,866.65	35.99	77,486.98	37.25	80,199.03	38.56
Fire Inspector II	73,919.27	35.54	76,506.45	36.78	79,184.17	38.07	81,955.62	39.40	84,824.07	40.78	87,792.91	42.21	90,865.66	43.69

Year 3 (2025-2026)

FF PERS	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
FF-EMT	65,241.96	22.40	67,525.43	23.19	69,888.82	24.00	72,334.93	24.84	74,866.65	25.71	77,486.98	26.61	80,199.03	27.54
FF-P-Medic	73,919.27	25.38	76,506.45	26.27	79,184.17	27.19	81,955.62	28.14	84,824.07	29.13	87,792.91	30.15	90,865.66	31.20
Captain-EMT	88,141.46	30.27	91,226.41	31.33	94,419.33	32.42	97,724.01	33.56	101,144.35	34.73	104,684.40	35.95	108,348.36	37.21

Non-FF PERS	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
Fire Inspector I	65,241.96	31.37	67,525.43	32.46	69,888.82	33.60	72,334.93	34.78	74,866.65	35.99	77,486.98	37.25	80,199.03	38.56
Fire Inspector II	73,919.27	35.54	76,506.45	36.78	79,184.17	38.07	81,955.62	39.40	84,824.07	40.78	87,792.91	42.21	90,865.66	43.69

SIGNATORIES TO AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

Dated this _____ day of _____, 2023

STOREY COUNTY FIRE
PROTECTION DISTRICT

STOREY COUNTY FIRE FIGHTERS'
ASSOCIATION, IAFF LOCAL 4227

Jay Carmona, Chairman

Jeffrey Hintz, President

Clay Mitchell, Commissioner

Derek Giurlani, Vice-President

Lance Gilman, Commissioner

Chis Ottoboni, Secretary

Jeremy Loncar, Fire Chief

Fritz Klingler, Treasurer

Jennifer McCain, Comptroller

APPROVED AS TO FORM:

Attest By:

Anne Langer, District Attorney

Jim Hindle, Storey County Clerk/Treasurer



Board of Storey County Fire Commissioners Agenda Action Report

Meeting date: 6/6/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 minutes

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of a contract between Carson City and the Storey County Fire Protection District for use of the Regional Fire Training Facility not to exceed \$4,000 annually.
- **Recommended motion:** I (Fire Commissioner) move to approve the Regional Fire Training Facility Use Contract between Carson City and the Storey County Fire Protection District not to exceed \$4,000 and authorize the Fire Chief to sign.
- **Prepared by:** Jeremy Loncar

Department: **Contact Number:** 775-847-0954

- **Staff Summary:** This agreement is a yearly update and renewal from a previously signed agreement. This agreement will allow the fire district to use the Regional Fire Training Facility located at 2400 College Parkway in Carson City, NV. 89706 for specialized fire training. This contract outlines terms for use and all associated fees as necessary. We will utilize only day rates during the term of this agreement due to the minimal use of the facility in the 2022/2023 budget year.
- **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 Board of Fire Commissioners

Agenda Action Report

Meeting date: 6/6/2023

Estimate of time required: 5 Minutes

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Consideration and possible approval of a contract between Carson City and the Storey County Fire Protection District for use of the Regional Fire Training Facility not to exceed \$4,000 annually.
2. **Recommended motion:** I (Fire Commissioner) move to approve the Regional Fire Training Facility Use Contract between Carson City and the Storey County Fire Protection District not to exceed \$4,000 and authorize the Fire Chief to sign.

3. Prepared by: Jeremy Loncar

Department: Fire

Telephone: 847-0954

4. Staff summary: This agreement is a yearly update and renewal from a previously signed agreement. This agreement will allow the fire district to use the Regional Fire Training Facility located at 2400 College Parkway in Carson City, NV. 89706 for specialized fire training. This contract outlines terms for use and all associated fees as necessary. We will utilize only day rates during the term of this agreement due to the minimal use of the facility in the 2022/2023 budget year.

5. Supporting materials: See attached

6. Fiscal impact:

Funds Available:

Fund: 250 Training

____ Comptroller

7. Legal review required:

____ District Attorney

8. Reviewed by:

JL Department Head

Other agency review: _____

9. Board action:

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No. ____

**REGIONAL FIRE TRAINING FACILITY USE
CONTRACT No. 24300022 Storey County Fire Protection District**

This CONTRACT No. 24300022, REGIONAL FIRE TRAINING FACILITY USE AGREEMENT, is made by and between Carson City, a consolidated municipality and political subdivision of the State of Nevada, hereinafter referred to as the "CITY," and Storey County Fire Protection District, hereinafter referred to as the "USER." USER and CITY may be individually referred to as "Party" and collectively referred to as "Parties."

1. CONTRACT TERM:

This Contract shall be effective beginning on the date it is fully executed by the Parties, and it expires June 30, 2024, unless sooner terminated by either Party as specified in this Contract. This Contract may be terminated by either Party with or without cause by giving the other Party thirty (30) calendar days written notice of the intent to terminate and specifying the date upon which the termination will be effective.

2. NOTICE:

2.1 All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Party at the address specified below.

2.2 Notice to the **USER** shall be addressed to:

Storey County Fire Protection District
Jeremy Loncar, Fire Chief
P.O. Box 603
Virginia City, NV 89440
775-847-0954/ Fax 775-847-0987
Email: Jloncar@storeycounty.org

2.3 Notice to the **CITY** shall be addressed to:

Carson City Purchasing and Contracts
Carol Akers, Purchasing and Contracts Administrator
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362/ FAX 887-2286
cakers@carson.org

REGIONAL FIRE TRAINING FACILITY USE
CONTRACT No. 24300022 Storey County Fire Protection District

For P&C Use Only

GL expires _____

AL expires _____

WC expires _____

3. FIRE TRAINING FACILITY USE:

The **USER** shall have use of the **FIRE TRAINING FACILITY** located at 2400 College Parkway, Carson City, Nevada, hereinafter referred to as the "**FACILITY**" during the times and dates agreed upon by **CITY** and the **USER**.

The **USER** accepts all risk associated with the use of the **FACILITY**.

At the conclusion of the use, the **CITY** and the **USER** shall inspect the **FACILITY** to determine its condition. Should there be any damage to the **FACILITY** beyond normal wear and tear by the **USER**, the **USER** shall pay for the repair of the **FACILITY**.

Any lost, stolen, or damaged articles or equipment shall be the responsibility of the **USER**.

Valuables shall not be kept in the classroom or the lockers. Storage of items in lockers or classroom is for duration of class only.

All locks on the lockers must be removed after completion of the class.

There are two (2) thermostats inside the building. Do not adjust the pre-set temperatures. One of the thermostats is located in the office and it controls part of the classroom and the bathrooms. The other thermostat is located in the large classroom and it controls part of the classroom and the hall.

The **USER** is responsible for providing all dry erase pens, markers, flip charts, etc.

The **FACILITY** shall be vacated by the **USER** immediately upon notification by the **CITY**.

4. CLEANING OF FACILITY:

The **USER** shall be responsible for cleaning the **FACILITY** and returning it to a neat and presentable condition.

If the **FACILITY** is left in an unacceptable condition as determined by the **CITY'S** personnel, the **CITY** has the right to correct the condition and the **USER** agrees to pay for any costs incurred.

The **USER** shall clean the classroom and bathroom areas after each class session and keep the premises clean during use. Cleaning supplies are kept under the vanities or in the storage room inside the utility room adjacent to the kitchen area.

REGIONAL FIRE TRAINING FACILITY USE
CONTRACT No. 24300022 Storey County Fire Protection District

The following is a guide to be utilized when cleaning:

Classrooms:

Counters/Cabinets/Trash Cans

- Wiped down
- Cleared off
- Emptied

Sinks

- Cleaned
- No items left in sink

Floors

- Dust-mopped
- Damp-mopped

Chairs/Tables

- Left in original classroom configuration
- Chairs and tables straightened
- Tables wiped off

Dry Erase Boards

- Cleaned

Hallway:

- Dust-mopped
- Damp-mopped

Office:

- Carpets vacuumed
- Desks/cabinets cleaned

Bathrooms:

- Floors damp-mopped
- Counter tops wiped down
- Sinks/fixtures cleaned
- Showers cleaned
- Toilets/urinals cleaned out
- Lockers cleared out / cleaned

5. BURN BUILDING:

A burn plan following NFPA 1403 Live Fire Burning must be submitted to the Carson City Fire Department Training Captain and approved by the Carson City Fire Department Fire Chief two (2) weeks prior to burn.

Agencies utilizing the burn building and the associated appliances are responsible for providing properly trained operators. These operators must be approved by the Carson City Fire Department.

Each **USER** shall provide documentation identifying the operators.

The **USER** is responsible for providing approved fuels (Class A and straw) for burning. The fuels must only be used in the proper rooms identified for those specific fuels.

If the burn building/rooms are left in an unacceptable condition as determined by the **CITY'S** personnel, the **CITY** has the right to correct the condition and the **USER** agrees to pay for any costs incurred.

REGIONAL FIRE TRAINING FACILITY USE
CONTRACT No. 24300022 Storey County Fire Protection District

The **USER** must fully extinguish all fuels before leaving and the ashes must be placed into the appropriate dumpster.

The **USER** will monitor ceiling temperatures using the exterior temperature gauge and will not exceed 1000° F at ceiling height.

6. PROPANE PROPS:

If **USER** will utilize the propane props, **USER** must provide properly trained operators to do so. Carson City Fire Department approval is required for these operators.

The **USER** shall provide documentation identifying the operators.

The **USER** must report any problems with the propane props to the Carson City Fire Department duty Battalion Chief immediately.

The **USER** must not utilize any propane prop that is not functioning properly.

The **USER** must re-fill the propane tank to original tank level.

7. FACILITY KEYS:

The **USER** will be required to pick up keys to the **FACILITY** from the Training Captain, located at Carson City Fire Department Station #51, on the date the **FACILITY** is rented.

The **USER** must return the keys to the Carson City Fire Department, Station 51, after the completion of the training.

The **USER** shall secure the **FACILITY** at the conclusion of each day of training.

The **USER** must not allow any other entity or individual to have access to the keys.

Should the **USER** lose the keys, the **USER** agrees to pay the **CITY** two hundred fifty dollars (\$250.00) for the cost of replacement.

8. SCHEDULE:

The **USER** must call the Training Captain at 775-887-2210 extension 7149 to make reservations.

The Carson City Fire Department will provide written confirmation of the date(s) and time(s) within seven (7) calendar days after receipt of request.

REGIONAL FIRE TRAINING FACILITY USE
CONTRACT No. 24300022 Storey County Fire Protection District

9. USER'S RESPONSIBILITIES:

The **USER** shall at all times enforce discipline and good order among its employees, authorized volunteers, and any others performing work for the **USER**.

The **USER** is responsible for informing its employees, authorized volunteers, and any others performing work for the **USER** about the risks associated with the use of the **FACILITY** and of the conditions and restrictions.

The **USER** shall be responsible for maintaining a list of the trained individuals. Copies of their training certificates shall be made available to the Fire Department's Training Division upon request. These trained individuals shall provide supervision for all **USER** activities at the **FACILITY**.

The **USER** agrees that only employees, authorized volunteers, and any others performing work for the **USER** will be upon the **FACILITY** grounds during the training, and that once the training is complete and the **FACILITY** is clean and set up for the following day, the employees, authorized volunteers, and any others performing work for the **USER** will immediately leave the premises.

The **USER** agrees that the **FACILITY** is only to be used for training purposes.

The **USER** agrees to be held responsible for the conduct of each of its employees, authorized volunteers, and any others performing work for the **USER**, for their conformance with the terms and conditions of this Contract.

10. CITY'S RESPONSIBILITIES:

The **FACILITY** will be maintained by the **CITY** staff.

Should circumstances require cancellation of the class, the **USER** will be given as much notice as possible. If **USER** fails to comply with **CITY's** cancellation, this Contract shall be deemed terminated.

The **CITY** reserves the right to authorize use of the **FACILITY** by other entities during dates and times not assigned to the **USER**.

11. BASIS OF COMPENSATION:

11.1 The **USER** shall reimburse the **CITY** for the salaries of the **CITY's** personnel utilized at the **FACILITY** during the training.

The **USER's** fee schedule will be determined by the Carson City Fire Department.

11.2 The **USER** shall pay for **FACILITY** use through a non-refundable annual membership fee or a non-refundable per-day fee.

REGIONAL FIRE TRAINING FACILITY USE
CONTRACT No. 24300022 Storey County Fire Protection District

- 11.2.1 The annual fee schedule is based on the size of **USER's** organization membership. This annual fee provides unlimited scheduled use of the entire **FACILITY** for the term of this Contract.

<u>Number of Members</u>	<u>Annual Fee</u>
0 – 50	\$3,000
51 – 100	\$5,000
101 – 200	\$7,000
201 – 300	\$10,000
300+	\$15,000

- 11.2.2 Should **USERS** opt out of an annual fee schedule, the per-day fees for use of the **FACILITY** are as follows:

\$50 per day - Classroom usage only
\$150 per day - Grounds usage without classroom
\$200 per day - Grounds usage with classroom
\$250 per day - Propane Props plus the current cost of fuel per gallon
\$500 per day - Live burn in the burn building.

- 11.3 Fees will be placed into a specialized account for the direct operation, maintenance, and capital replacement of the **FACILITY**.

12. INDEMNIFICATION:

12.1 To the extent permitted by law, including, but not limited to, the provisions of Nevada Revised Statutes Chapter 41, each Party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other Party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying Party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any Party or person described in this paragraph.

12.2 Except as otherwise provided in **Subsection 12.4** the indemnifying Party shall not be obligated to provide a legal defense to the indemnified Party, nor reimburse the indemnified Party for the same, for any period occurring before the indemnified Party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying Party, along with:

- 12.2.1 A written request for a legal defense for such pending claim(s) or cause(s) of action; and,
- 12.2.2 A detailed explanation of the basis upon which the indemnified Party believes that the claim or cause of action asserted against the indemnified Party implicates the culpable conduct of the indemnifying Party, its officers, employees, and/or agents.

REGIONAL FIRE TRAINING FACILITY USE
CONTRACT No. 24300022 Storey County Fire Protection District

12.3 After the indemnifying Party has begun to provide a legal defense for the indemnified Party, the indemnifying Party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified Party, including counsel through which the indemnified Party might voluntarily choose to participate in its defense of the same matter.

12.4 After the indemnifying Party has begun to provide a legal defense for the indemnified Party, the indemnifying Party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified Party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

12.5 The Parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases.

13. INDEPENDENT AGENCIES:

Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of the **USER** or any other party.

The **USER** shall indemnify and hold the **CITY** harmless from, and defend the **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, the **USER'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

Neither the **USER** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the **CITY**.

This Contract does not contemplate any transfer of property or ownership interest between the Parties and the Parties will each maintain ownership of their own equipment and facilities.

14. INSURANCE REQUIREMENTS

14.1 Unless expressly waived in writing by the **CITY**, the **USER** must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. The **CITY** shall have no liability except as specifically provided in this Contract.

14.2 The **USER** shall not use the **FACILITY** before the **USER** has provided the required evidence of insurance to Carson City Purchasing and Contracts, and the **CITY** has approved the insurance policies provided by the **USER**.

14.3 Prior approval of the insurance policies by the **CITY** shall be a condition precedent to any use of the **FACILITY** under this Contract and the **CITY's** approval of any changes to insurance coverage during the course of this Contract shall constitute an ongoing condition subsequent in this Contract. Any failure of the **CITY** to timely approve shall not constitute a waiver of the condition.

REGIONAL FIRE TRAINING FACILITY USE
CONTRACT No. 24300022 Storey County Fire Protection District

14.4 INSURANCE COVERAGE (14.5 through 14.29)

14.5 The **USER** shall, at the **USER'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the **CITY**, the required insurance shall be in effect prior to the use of the **FACILITY** by the **USER** and shall continue in force as appropriate until such time as the insurance is no longer required by the **CITY** under the terms of this Contract.

14.6 Any insurance or self-insurance available to the **CITY** shall be in excess of and non-contributing with any insurance required from the **USER**. The **USER'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the **CITY**, the **USER** shall provide the **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as the **USER** has knowledge of any such failure, the **USER** shall immediately notify the **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

14.7 GENERAL INSURANCE REQUIREMENTS (14.8 through 14.29)

14.8 **Certificate Holder:** Each certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701 as a certificate holder.

14.9 **Additional Insured:** By endorsement to the commercial general liability insurance policy evidenced by the **USER**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

14.10 **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation in favor of the **CITY**.

14.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

14.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by the **USER** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the **CITY**. Such approval shall not relieve the **USER** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the **CITY**.

14.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, the **USER** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, if any policy will be canceled, non-renewed or if coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to Carson City Purchasing and Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to the **CITY**.

REGIONAL FIRE TRAINING FACILITY USE
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14.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers under federal and Nevada Law, and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

14.15 **Evidence of Insurance:** Prior to using the **FACILITY**, the **USER** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street Suite 3, Carson City, NV 89701:

14.15.1 **Certificate of Insurance:** the **USER** shall furnish **CITY** with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of the **USER**.

14.15.2 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of the **CITY** as an additional insured per Subsection 15.9.

14.15.3 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

14.16 **Review and Approval:** Documents specified above must be submitted for review and approval by Carson City Purchasing and Contracts prior to use of the **FACILITY** by the **USER**. Neither approval by the **CITY** nor failure to disapprove the insurance furnished by the **USER** shall relieve the **USER** of the **USER'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of the **USER** or its sub-contractors, employees or agents to the **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to the **CITY** under this Contract or otherwise. The **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

14.17 **COMMERCIAL GENERAL LIABILITY INSURANCE: (14.18 through 14.22)**

14.18 **Minimum Limits:** The **USER** shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with the following, required Minimum Limits:

14.18.1 Two Million Dollars (\$2,000,000.00) - General Aggregate

14.18.2 One Million Dollars (\$1,000,000.00) - Each Occurrence

14.19 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (*or a substitute form providing equivalent coverage*) and shall cover liability arising from premises, operations, personal injury, civil lawsuits, Title VII liability, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

14.20 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to **CITY**. There shall be no endorsement or modification of the

REGIONAL FIRE TRAINING FACILITY USE
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CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

14.21 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

14.22 **USER** waives all rights against **CITY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against **CITY** with respect to any loss paid under the policy.

14.23 BUSINESS AUTOMOBILE LIABILITY INSURANCE: (14.24 through 14.26)

14.24 **Minimum Limits:** The **USER** shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.

14.25 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.

14.26 The **USER** waives all rights against **CITY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by **USER** pursuant this Contract.

14.27 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE: (14.28 through 14.29)

14.28 The **USER** shall provide proof of worker's compensation insurance as required by Nevada Revised Statutes Chapters 616A through 617 inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

14.29 The **USER** waives all rights against **CITY** and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by **USER** pursuant to this Contract. **USER** shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

15. PUBLIC RECORDS; CONFIDENTIALITY:

Pursuant to NRS 239.010, information or documents, including this Contract, may be open to public inspection and copying. The Parties will have the duty to disclose, unless particular information or documents are made confidential by law or a common law balancing of interest. To the extent that information or documents are made confidential, the Parties shall keep such information or documents confidential.

REGIONAL FIRE TRAINING FACILITY USE
CONTRACT No. 24300022 Storey County Fire Protection District

16. RECORDS; RETENTION:

The Parties agree to keep and maintain, under general accepted accounting principles, full, true and complete records, agreements, books, and documents pertaining to this Contract, and at the request of the other Party agree to present, at any reasonable time, such records, agreements, books, and documents for inspection, examination, review, audit, and copying at any office where such records, agreements, books, and documents are maintained. The Parties further agree to, upon reasonable request of the other Party, provide any requested records, agreements, books, and documents that may be necessary for the performance or renegotiation of this Contract, or for any other reason pertaining to this Contract.

17. COMPLIANCE WITH LEGAL OBLIGATIONS:

The **USER** shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by the **USER** to provide the goods or services of this Contract. The **USER** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of the **USER** in accordance with Nevada Revised Statutes 361.157 and 361.159. The **USER** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The **CITY** may set-off against consideration due any delinquent government obligation.

18. REMEDIES; WAIVER OF BREACH:

18.1 Except as otherwise provided for by law or this Contract, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing Party reasonable attorney's fees and costs. The Parties agree that, in the event a lawsuit is filed and a Party is awarded attorney's fees by the court, for any reason, the rate applied to recoverable attorney's fees shall not exceed the rate of \$125 per hour. The contract liability of the Parties under this Contract does not include punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract.

18.2 Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.

19. SEVERABILITY:

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

20. ASSIGNMENT/DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either

REGIONAL FIRE TRAINING FACILITY USE
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Party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by the **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. The **USER** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of the **CITY**.

21. PROPER AUTHORITY:

The Parties hereto represent and warrant that the person executing this Contract on behalf of each Party has full power and authority to enter into this Contract. The **USER** acknowledges that this Contract is effective only after approval by Carson City Purchasing and Contracts and signed by all Parties, and only for the period of time specified in this Contract. Any use of the **FACILITY** by the **USER** before this Contract is effective or after it ceases to be effective are performed at the sole risk of the **USER**.

22. GOVERNING LAW; JURISDICTION:

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The **USER** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

23. COUNTERPARTS:

This Contract may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

24. FORCE MAJEURE:

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

25. NO THIRD-PARTY BENEFICIARY:

None of the provisions of this Contract, express or implied, are intended or will be construed to give the public, any member of the public, or any other person or entity the status of a third-party beneficiary or any legal or equitable right, benefit, remedy, or claim of any nature under or with respect to this Contract, or any provision of this Contract. The Parties intend that this Contract and all of its provisions and conditions are for the sole and exclusive benefit of the Parties to this Contract and their respective successors and assigns.

26. ENTIRE CONTRACT AND MODIFICATION:

REGIONAL FIRE TRAINING FACILITY USE
CONTRACT No. 24300022 Storey County Fire Protection District

This Contract and its integrated attachment(s) constitute the entire Contract of the Parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto and approved by Carson City Purchasing and Contracts. Conflicts in language between this Contract and any other agreement between the **CITY** and the **USER** on this same matter shall be construed consistent with the terms of this Contract. The Parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

REGIONAL FIRE TRAINING FACILITY USE
CONTRACT No. 24300022 Storey County Fire Protection District

CARSON CITY

Attn: Carol Akers, Purchasing and
Contracts Administrator
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
cakers@carson.org

By: _____
Carol Akers

DATED _____

CITY'S LEGAL COUNSEL

District Attorney
I have reviewed this Contract and approve
as to its legal form.

By: _____
Deputy District Attorney

DATED 5/11/23

I hereby concur with the initiation of this Contract and I certify that the USER will not be given authorization to use the FACILITY until this Contract has been signed by Purchasing and Contracts.

CITY'S ORIGINATING DEPARTMENT

Carson City Fire Department
Sean Slamon, Fire Chief
777 S. Stewart Street
Carson City, NV 89701
Telephone: 775-887-2210 Ext. 7722
Fax: 775-887-2209
sslamon@carson.org

By: _____
Sean Slamon, Fire Chief

DATED _____

REGIONAL FIRE TRAINING FACILITY USE
CONTRACT No. 24300022 Storey County Fire Protection District

Undersigned says: That he/she is the **USER**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions, and requirements thereof.

I further understand that I must not use the FACILITY until this Contract has been signed by Purchasing and Contracts.

USER

Storey County Fire Protection District
Jeremy Loncar, Fire Chief
P.O. Box 603
Virginia City, NV 89440
775-847-0954/ Fax 775-847-0987
Email: Jloncar@storeycounty.org

(Signature of the **User**)

DATE: _____



Board of Storey County Fire Commissioners Agenda Action Report

Meeting date: 6/6/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 1 minute

Agenda Item Type: Discussion/Possible Action

- **Title:** Discussion and possible consideration of canceling the July 4, 2023, regular meeting of the Board of Fire Commissioners due to the holiday.
- **Recommended motion:** I (Fire Commissioner) move to approve canceling the July 4, 2023, regular meeting of the Board of Fire Commissioners due to the holiday.
- **Prepared by:** Jeremy Loncar

Department: **Contact Number:** 775-847-0954

- **Staff Summary:** Discussion and possible consideration of canceling the July 4, 2023, regular meeting of the Board of Fire Commissioners due to the holiday.
- **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: 6/6/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 mins

Agenda Item Type: Discussion/Possible Action

- **Title:** Possible approval of the Interlocal Contract between the State of Nevada and Storey County for DMV Services.
- **Recommended motion:** I, Commissioner _____, move to approve the proposed Interlocal Contract between the State of Nevada and Storey County and authorize the Clerk & Treasurer to sign the agreement and perform DMV services as described in the Attachment A "Scope of Work."
- **Prepared by:** Jim Hindle

Department:

Contact Number: 17758470969

- **Staff Summary:** See Attached Contract and Attachment A "Scope of Work"
- Providing courtesy DMV services to our residents is a benefit given the appointment-only capacity constraints at State DMV facilities. The services the Clerk & Treasurer's Office may perform are limited to basic Title and Registration transactions but is still a valuable service that saves county residents time and money vs. appointment lead-time, travel and wait time if they visit a DMV facility in Reno or Carson City. The compensation paid the County per completed Registration does not cover the cost of dedicated resources, and at this time there are multiple challenges facing the Clerk & Treasurer's Office to improve efficiency and customer satisfaction. Still, the Clerk & Treasurer recommends the County approve the contract and continue to provide this service for the benefit of Storey County residents.
- **Supporting Materials:** See attached
- **Fiscal Impact:** Yes
- **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

CETS #:	
Agency Reference #:	

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting by and through its

Public Entity #1:	Department of Motor Vehicles (“Department”)
Address:	555 Wright Way
City, State, Zip Code:	Carson City, NV 89711
Contact:	Angelena Sampson
Phone:	775-684-4504
Email:	angelenasampson@dmv.nv.gov

Public Entity #2:	Storey County Clerk & Treasurer (“County”)
Address:	P.O. Drawer D
City, State, Zip Code:	Virginia City, NV 89440
Contact:	Jim Hindle
Phone:	775-847-0969
Email:	jhindle@storeycounty.org

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

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada.

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

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.

2. **DEFINITIONS**

TERM	DEFINITION
State	The State of Nevada and any State agency identified herein, its officers, employees and immune contractors.
Contracting Entity	The public entities identified above.
Fiscal Year	The period beginning July 1 st and ending June 30 th of the following year.
Contract	Unless the context otherwise requires, ‘Contract’ means this document titled Interlocal Contract Between Public Agencies and all Attachments or Incorporated Documents.

CETS #:	
Agency Reference #:	

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 4, Termination*.

Effective From:	7/1/2023	To:	6/30/2027
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4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in *Section 3, Contract Term*, provided that a termination shall not be effective until **30** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.
6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK
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Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

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

\$2.00	per	Registration Transaction
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Total Contract or installments payable not to exceed:	\$50,000.00 per fiscal year
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Total Contract Not to Exceed:	\$100,000.00
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Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

8. **ASSENT.** The parties agree that the terms and conditions listed in the incorporated Attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.
9. **INSPECTION & AUDIT**
- A. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and document as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

CETS #:	
Agency Reference #:	

- B. **Inspection & Audit.** Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.
- C. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
10. **BREACH - REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150.00 per hour.
11. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.
12. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts of public enemy, acts of terrorism, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
13. **INDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.
14. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or constructed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
15. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
16. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
17. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
18. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

CETS #:	
Agency Reference #:	

19. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
21. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - A. The parties certify, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. The parties and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
 - D. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
22. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in ***Section 6, Incorporated Documents***.
23. **GOVERNING LAW – JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.
24. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated Attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such Attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

CETS #:	
Agency Reference #:	

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

Public Entity #1 Authorized Signature

Date

Title

Public Entity #2 Authorized Signature

Date

Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On:

Date

Approved as to form by:

Deputy Attorney General for Attorney General

On:

Date

SCOPE OF WORK

1. PROVIDED SERVICES. The County Assessor, County Recorder, or County Clerk Treasurer hereinafter referred to as “County” agree to provide all services relating to the registration and titling of motor vehicles, with the exception of vehicle appraisals for the Department of Motor Vehicles hereinafter referred to as “Department.” This includes but is not limited to the registration and titling of motor vehicles, offering of all Department issued license plates, personalized license plate ordering, vehicle movement permits, insurance verification, and vehicle identification inspections at the discretion of the Department.
2. PUBLIC FACILITY. The County will provide a suitable facility and suitable hours of operation in the County Seat or such other locations within the County, as deemed necessary to carry out registration functions. The County will notify the Department if there is a need to close the office due to inclement weather, building issues, and/or other unforeseen circumstances. The Department should be notified when the office will be reopened for DMV business.
3. TRAINING. The Department will provide initial training in Reno and/or Las Vegas, Nevada and administrative support as needed. The Department will require and provide training for all newly hired employees by the County. This could include a classroom like setting and/or on-the-job training. The Department will also require up to two weeks of refresher training every two years including, but not limited to Funds Handling. More information regarding Funds Handling training is located on DMV shared global drive under Policies DMV-New-Chapter DMV 4.11. Additional training may also be provided as determined if needed by either the Department or the County. The Department will give the refresher training in a classroom like setting and/or on-the-job training. The travel expense for the County staff to travel to Reno or Las Vegas for training will be the sole responsibility of the County.
4. EQUIPMENT & SUPPLIES. The Department will provide all forms, decals, computer hardware, computer software, and printers necessary to conduct Department transaction processing. This will include all scheduled maintenance and replacement. At the discretion of the Department on a limited basis; copy paper, staples, and customer pens may be supplied. All supplies must be ordered through the Department or designated Department representative.
5. METHOD OF PAYMENT. The County shall agree to accept all forms of payment types accepted by the Department, as applicable. Such forms include but are not limited to cash, check, credit card, debit card.

6. DMV POLICIES AND PROCEDURES. The Department will provide the County with shared global drive access to ensure all standardized procedures are followed. Notice of amendments and updates will be issued as necessary. It is the responsibility of the County to ensure their respective staff receives notification of revised policies, procedures and updates in a timely manner, as they are held accountable for accurately following Department policies and procedures.
7. CHANGE FUND AND OPERATING BANKS. The County is responsible for providing an adequate change fund, of not less than \$100.00 and have at least one operating fund of not less than \$30.00 available for each staff member performing Department services. More information regarding the change fund and operating banks is located on DMV shared global drive under Procedures and Programs-Administrative Services-Chapter ASD J-17.
8. SEPARATION AND SECURITY OF FUNDS. The County is responsible for the security of all state funds. State funds must be kept separate from any other funds and deposited to an established state account, as per contract. State funds should be deposited daily if possible. All monies and negotiable instruments not deposited daily must be secured in a safe, vault or other safekeeping device intended for cash or valuable documents. State funds are not to be exchanged for personal checks. A County and/or business check is acceptable in lieu of cash. State funds are to remain secure at all times during daily operations.
9. DAILY RECONCILIATION OF FUNDS. State funds are to be reconciled daily and sent to the Department via email each day by 10:AM. The County is required to notify the Department immediately in writing, via facsimile or e-mail, of any shortages, overages, missing or unexplained accounting errors. More information regarding reconciliation of funds is located on DMV shared global drive under Procedures –Programs-Administrative Services-Chapter ASD J-10.
10. DECALS. All new and used decal ribbons shall be kept in a secure location until needed or awaiting pickup from ITI. More information on decal accountability is located on the DMV shared global drive under Procedures and Programs Chapter VP-B35 and ASD M-1 Decal Accountability.
11. RECORD RETENTION. The County is required to adhere to all Department policies and procedures regarding retention of records located on the DMV shared global drive under Policies DMV-New-Chapter 2 Management Practices DMV 2.41 and under Procedures-Programs-Administrative Services Chapter ASD J 1.01 CC Transactions. All credit and debit card receipts and Payment Card Slips (ADM-205 or other acceptable Department authorization form) must be maintained in order of date of transaction, with no identifying credit card numbers, for ninety (90) days from the date of receipt to facilitate research. After the 90 day retention period, records must be securely destroyed by the County.
12. NOTIFICATION OF CHANGE IN STAFFING. The County is required to notify the Department immediately of any staffing changes relating to Department processing authorization. This notification must be in writing, via facsimile or e-mail, and contain the user/id of the staff, as well as the date of separation or anticipated hire date so training and background requirements can be arranged.

13. E-MAIL NOTIFICATION AND USAGE. The Department readily utilizes e-mail as a means of formal notification to all staff, including the County. The Department provides such access to all County locations, and the e-mail account should be checked no less than once daily for every standard operating day. The e-mail is to be utilized strictly for Department business only, and violations can and will result in the revocation of said access.
14. DMV APPLICATION ACCESS AND AUTHORIZATION. The County is issued an individual DMV network and application identification for each approved Department processing staff member. These individual identification accounts are not to be shared by staff for any reason. Such sharing can and will result in the revocation of said accounts immediately upon knowledge of said sharing. At no time is any screen shot of DMV information to be released to a customer.
15. SITE INSPECTION. The County shall afford the Department immediate and unscheduled access to all records, transactions processed, supplies, equipment and funds, which are deemed property of the Department, during normal operating hours. The County shall have at least one Department processing approved staff available during said inspections.
16. SECURITY STATEMENT. The Department maintains personal identifying information of a sensitive nature as stated in NRS 481.063. Department employees are required to pass a background security check for purposes of fulfilling their duties. Therefore, all County employees authorized to access and use the same information must pass the same background/security check. Any other use or access by someone not having passed the authorized background/security check is strictly prohibited.
17. County agrees to implement policies and procedures to protect all information obtained through the Department from unauthorized access. County agrees to limit the use of all information obtained through the Department to the authorized use for which it was intended and to securely destroy the information when it is no longer needed. County agrees that it will not disclose or otherwise make available to any person or entity personal information as defined and specified under Nevada law.
18. County understands that information obtained through the Department is considered personally identifiable information (PII) and will follow all security measures set forth in Chapter 603A of the Nevada Revised Statutes (NRS). County agrees to become the responsible party for the protection of PII and any data breach reporting that may occur at their facilities, with their personnel, or through their information technology systems. County understands that if a breach of security occurs, they are responsible to ensure that disclosure must be made in an expedited time, without unreasonable delay pursuant to NRS 603A.220.
19. County agrees to monitor systems and personnel that utilize, store, transmit or process Department electronic data for anomalous or suspicious activity, and will notify the Department of potential events that impact County systems when events occur.

20. Conducting of background checks is the responsibility of the County, using the criteria and forms prescribed by the Department. The County or its employees will be responsible for any applicable fees associated with the background check(s).
21. Prior to access being granted to an applicant, the Department shall conduct a background check on the applicant. The background/security check will include National Crime Information Center (NCIC) check, a request for a national background check, and a fingerprint check by sending the FD-258 fingerprint card to the Federal Bureau of Investigation (FBI) for a search of the criminal history records of the FBI. If an applicant is found to have any felony conviction within the last five (5) years or any felony or gross misdemeanor conviction of a financial nature within the last five (5) years, the applicant shall not be considered for employment in a position that has any dealing with the contract between the County and the Department. Any felony conviction for victimless or non-financial offenses within seven (7) years of hire or any felony conviction within ten (10) or more years of hire will be evaluated and weighed by the Department based on the age of the conviction and on behavior relative to arrests and convictions since. The Department will review the results of the background checks conducted to ensure that only qualified personnel are granted access to the Department's information.
22. County agrees that its employees having access to DMV's system will annually complete mandatory training as determined by DMV and provide certificate of completion to the Department.

Disclaimer: While all attempts are made to provide accurate, current and reliable information we recognize the possibility of human and/or mechanical error. Therefore, the Department, its employees, officers and divisions expressly deny any warranty of the accuracy; reliability or timeliness of any information provided by this system and shall not be held liable for any losses caused by reliance upon the accuracy, reliability or timeliness of such information. Any person who relies upon such information obtained from this system does so at their own risk.



Board of Storey County Commissioners Agenda Action Report

Meeting date: 6/6/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** To authorize the county manager to accept and sign a proposal from Zion Builders for the construction of a breezeway cover at the Virginia City Senior Center in the amount of \$47,300.00. The project is fully grant funded and no county funds will be used for the project.
- **Recommended motion:** I, [commissioner], move to authorize the county manager to accept and sign a proposal from Zion Builders for the construction of a breezeway cover at the Virginia City Senior Center in the amount of \$47,300.00. The project is fully grant funded and no county funds will be used for the project.
- **Prepared by:** Mike Northan

Department:

Contact Number: 7753356991

- **Staff Summary:** This structure will cover the area between the Senior Center and the walk-in refrigeration units to shelter that area from snow and ice that has become hazardous for Senior Center employees.
- **Supporting Materials:** See attached
- **Fiscal Impact:** 0
- **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

Owner Don Weaver
1170 Marietta Way Sparks, NV 89431
775-356-3769
donweaver@zionbuilders.biz



NV License No. 0077933
Bid Limit \$1,100,000
www.zionbuilders.biz

Referred: Rudy

Proposal

Proposal No. 1501

OWNER: Story County Mike Northan, Operations and Projects Coordinator	MAIN PHONE 775-335-6991	EMAIL mnorthan@storeycounty.org
PROJECT ADDRESS 100 Mill St., PO Box 786	CITY Virginia City	STATE AND ZIP CODE NV 89440
MAILING ADDRESS IF DIFFERENT Same	CITY	STATE AND ZIP CODE
YEAR DWELLING WAS BUILT	Governing city or county Story County	Date estimated: 3-38-2023 Estimate expires in 30 days.

Proposal includes: Labor, material and equipment necessary for the installation of concrete footings, steel columns, rough framing and hardware for a breezeway according to plans dated September 2022.

All work will be done according to local building codes and regulations.

Price includes patching driveway and sidewalks at footings with asphalt, concrete or pavers.

Material and equipment rental \$22,000

Labor \$22,800

Roofing: Supply and install 1.5" taper system, 1/4" dens deck Mech, GAF 60 mil TPO fully adhered and clad metal drip edge. \$2,500

The labor price in this proposal does not reflect prevailing wage.

Price excludes all finish work including paint, stain, roofing and gutters.

Payments to be made as follows: 50% after material delivery and bi-weekly payments according to progress.

Project is estimated to be substantially completed within (40) working days from construction start date.

All material is guaranteed to be as specified. All work will be completed according to industry standards and local building codes. Any alteration of above specifications by owner or unforeseen conditions involving extra cost will be executed upon signed and approved change order and the cost added to this contract.

Proposal Acceptance: The proposal specification and conditions are satisfactory and hereby accepted. Zion Builders is authorized to complete work on the Project for the specified price and payments as outlined above. When signed by owner and contractor, this proposal will become the specifications and the first page of the full contract for Project.

Total price	\$44,800 <u>\$47,300</u>
Deposit	\$0
Price after deposit	\$44,800 <u>\$47,300</u>

Owner's signature: _____ **Date:** _____

Contractor's signature: _____ **Date:** _____

Owner Don Weaver
1170 Marietta Way Sparks, NV 89431
775-356-3769
donweaver@zionbuilders.biz



NV License No. 0077933
Bid Limit \$1,100,000
www.zionbuilders.biz

Contract

Contract No. 1501

Zion Builders, Inc. (Contractor) accepts engagement to complete Project as outlined on Proposal attached as Page 1, and Owners engage Contractor as follows:

1. Work: Unless otherwise specifically noted on Proposal, Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation and other facilities and services necessary for the proper execution and completion of the Project. The work shall be done in conformance with the plans and specifications that have been signed by each party. When plans and permits are required, they will be included in this Contract.

2. Acceptance and Final Payment: Upon receipt of final invoice the Project will be ready for final inspection and acceptance by the Owners, who shall promptly inspect the work. When the Project has been inspected by Owners and contract obligations have been fulfilled, Owners will promptly pay the final invoice. All checks must be written to Zion Builders, Inc.

3. Commencement and Completion: Project shall be completed as outlined in the Proposal. Notwithstanding the foregoing, if completion of the Project does not comply with the schedule set forth in the Proposal as a result of significant or unforeseen circumstances, including but not limited to any strike, lock out, shortages or unavailability of materials, failure of necessary utilities to be installed to complete Project, riot, political or civil disturbance, exceptionally inclement weather or any modifications to the Project by the Owner, any act or omission on the part of Owner, or any other cause beyond Contractor's control, then: (a) Owner shall not for such reason have any claim against Contractor whether for damages or otherwise; and (b) Contractor shall be entitled to a fair and reasonable extension of time for the completion of the Project. For delays caused by the Owner, the contract price may increase, if the delay causes the Contractor's costs to increase.

4. Permits, Fees and Tests: Contractor shall secure and pay for only building permits that are required to complete the Project. Owners shall be responsible for all other fees and permits. If necessary, Owners agree to assist Contractor in obtaining any such permits and licenses by completing all necessary applications and forms. If a covenant or an architectural review committee requires the approval of plans and specifications, Owners shall be responsible for obtaining these approvals and paying for any associated fees.

5. Change Orders:

- A. No change, alteration or modification of the Project shall be made except on the written order of Owner and agreement by Contractor, subject to the right by the Contractor to make changes and/or substitutions in the Project as may be necessary because of the unavailability of materials through the Contractor's ordinary and usual sources of supply or as may be required by law provided that the changes are of equal or better quality. If a change is made, the value of labor, materials and administrative expenses will be added or omitted.
- B. Contractor is not responsible for unknown conditions that cannot be observed in a non-destructive inspection of the premises or conditions that differ materially from those (a) indicated or referred to in the Contract or (b) ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

6. Insurance: Contractor shall purchase and maintain at Contractor's expense, all necessary workers' compensation and general liability insurance which shall cover damage to Contractor's materials and the Project if the Project is damaged as a result of an intentional or negligent act of Contractor. A certificate of insurance indicating such coverage (the "Certificate") shall be delivered to Owner upon request. The Owner shall maintain homeowner's insurance with coverage on the entire structure on which the Project is to be done equal to the full insurable value thereof, including items of labor and materials connected therewith. Any damage to the Project, property or materials (after they have been delivered) that is not a result of an intentional or negligent act of Contractor shall be the responsibility of Owner.

7. Owners' Obligations: Owners shall:

- A. furnish all surveys describing the physical characteristics utility locations and access for the residence.
- B. secure and pay for easements necessary for the completion of the Project.
- C. shall furnish information and services under their control to Contractor promptly to avoid delay.
- D. warrant that the property upon which the Project is to be built conforms to all zoning, planning, environmental and other building requirements.
- E. Secure and protect all materials that are delivered to the Project.

In addition, Owners are responsible for marking sprinklers and property lines.

8. Supervision: Owners agree that supervision of work performed under this Contract is under the exclusive direction of the Contractor, and Contractor shall have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Project. Owners shall not interfere with the Project, nor cause additional work to be carried on without the written consent of the Contractor. All the work shall be done by the Contractor or under the direction of the Contractor.

Owner Don Weaver
1170 Marietta Way Sparks, NV 89431
775-356-3769
donweaver@zionbuilders.biz



NV License No. 0077933
Bid Limit \$1,100,000
www.zionbuilders.biz

9. Disputes: Should any dispute arise relative to the performance of this Contract that the parties cannot satisfactorily resolve, the parties agree that the dispute shall be resolved by binding arbitration conducted by the American Arbitration Association. The party demanding arbitration shall give written notice to the opposite party and the American Arbitration Association promptly after the matter in dispute arises. In no event, however, shall a written notice of demand for arbitration be given after the date on which a legal action concerning the matter in dispute would be barred by the appropriate statute of limitations.

10. Stop work authority:

- A. Contractor reserves the right to stop work if hazardous conditions are caused by Owner or subcontractors, until all hazards are cured, and it is safe to return to work.
- B. If Owner becomes delinquent in any payments outlined in the Proposal, Contractor has the right to stop work on Project and not resume until payments are brought current. If a payment to the Contractor is more than ten (10) days late due to fault of the Owner, a 10 percent charge will be added to the amount of the payment.
- C. In the event of Project delay for any reason, Owner is obligated to provide protection to materials located at Project site and shall be responsible for any damage or loss of material on the Project site.

11. Warranties:

- A. Contractor agrees to promptly make good, without cost to Owners, any and all defects under normal use due to faulty workmanship and/or materials, which may appear within one (1) year from the date of completion and acceptance of the Project by Owners. Contractor shall only be responsible for defects in materials, in workmanship under conditions of normal use and service by the Owner and shall under no circumstances be responsible for damage or loss caused by wear and tear, misuse, neglect, negligence, abuse or accident or in respect of or arising from any risk insured against in terms of insurance policies.
- B. **This limited warranty is the only express warranty provided by Contractor. Implied warranties, including (but not limited to) warranties of merchantability, fitness for a particular purpose, habitability, and good workmanship are disclaimed and limited to this warranty.**

12. Right to Cure: Nevada law contains important requirements Owners must follow before Owners may file a lawsuit for defective construction against a contractor, supplier or design professional for an alleged construction defect. Before Owners file a lawsuit, Owners must deliver to the Contractor a written notice of any construction conditions Owners allege are defective and provide the opportunity to inspect the alleged defects and make an offer to repair or pay for the alleged defects. Owners are not obligated to accept any offer made by the Contractor. There are strict deadlines and procedures under Nevada law.

13. Representations: This Contract constitutes the entire agreement between Owners and Contractor, and supersedes all prior negotiations, representations, understandings and agreements, either written or oral. This Contract may be amended only by written instrument signed by both Owners and Contractor. Owners acknowledge that Contractor has made no guarantees, warranties, understandings nor representations (nor have any been made by any representatives of Contractor) that are not included in the Contract.

14. Governing Law and Assignment: This contract will be construed, interpreted and applied according to the law of Nevada. This Contract shall not be assigned without the written consent of all parties.

15. Effective Date and Signature: This Contract shall become effective on the day it is signed by both parties.

16. Owners acknowledge receipt of the Nevada construction lien law warning as follows: According to Nevada's Construction Lien Law, those who work on your property or provide materials may issue you a pre-lien notice. If the work is not paid in full, the Contractor has a right to enforce their lien claim for payment against your property. If Contractor fails to pay subcontractors or material suppliers, or neglects to make other legally required payments, the people who are owed money may look to your property for payment, even if you have paid your Contractor in full. **If a lien is filed on Owner's property, the property could be sold against your will to pay for labor, materials or other services that your Contractor or a subcontractor may have failed to pay.**

17(a) Indemnification-Contractor: Owner shall indemnify, defend, and hold harmless Contractor, its affiliates, directors, officers, members, managers, representatives, employees, sublicensees, customers, and agents from and against any suits, claims, losses, demands, liabilities, damages, costs and expenses (including court costs, reasonable attorney's fees and reasonable investigative costs) in connection with any suit, demand or action by any third-party arising out of or resulting from (a) any breach of its representations, warranties or obligations set forth in this Contract, or (b) any negligence, willful misconduct or breach of this Contract or any applicable laws or regulations by Owner, except to the extent that any of the foregoing arises out of or results from the breach by Contractor of this Contract or any applicable laws or regulations, or the gross negligence or willful misconduct of Contractor (a "Claim"), provided that Owner gives Contractor written notice of any such Claim and Contractor has the right to participate in the defense of any such Claim at its expense.

17(b) Indemnification-Owner: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the Owner's right to participate, the Owner from and against all liability, claims, actions, damages, losses, and

Owner Don Weaver
1170 Marietta Way Sparks, NV 89431
775-356-3769
donweaver@zionbuilders.biz



NV License No. 0077933
Bid Limit \$1,100,000
www.zionbuilders.biz

expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the County shall apply in all cases except for claims arising solely from the Owners' own negligence or willful misconduct.

18(a)- Limitation of Liability- ~~Contractor~~Contractor Under no circumstances shall Contractor be liable to Owner for any special, indirect or consequential loss or damage whether or not such loss or damage is caused by the fault or negligence of Contractor, its employees, agents or subcontractors. This exclusion of liability for special, indirect or consequential loss or damage is intended to apply to damage or loss of a "commercial" nature such as, but not limited to, loss of profits or revenue, cost or capital, or loss of use of equipment or facilities and loss or damages to Owners property on the Project site. Under no circumstances shall Contractor be liable for any faults or defects caused by subsurface water, settlement occurring in the ground below, normal shrinking or geological disturbances.

18(b) Limitation of Liability- Owner Owner is a political subdivision of the State of Nevada and is entitled to the limitations on liability set forth in NRS Chapter 41 which it will not waive. Owner shall not be liable to Contractor for any special, indirect or consequential loss or damage whether or not such loss or damage is caused by the fault or negligence of Owner, its employees, agents or subcontractors.

19. Default and Remedies

A. Contractor Default. Contractor shall be in default under this Contract if at any time Contractor: (a) abandons the Project or fails in any respect to provide the Project with promptness and diligence; (b) gives Owner a reasonable basis to doubt that the Project can be completed for the unpaid portion of the cost or by the Proposed completion date; (c) declares bankruptcy or make a general assignment for the benefit of creditors, files for bankruptcy, assigns assets for the benefit of creditors, becomes insolvent, or becomes unable to pay its obligations as they mature; or (d) otherwise fails to remedy any other breach of the terms and conditions of this Contract within seven (7) days after written notice by Owner.

B. Owner Default. Owner shall be in default under this Contract if at any time Owner fails or refuses to make payments in accordance with the Proposal or otherwise fails to remedy any other breach of the terms and conditions of this Contract within seven (7) days after written notice by Contractor.

C. Remedies. In the event of any Contractor default, Owner may pursue any remedies available by common law or statute, including without limitation the following: (a) seek damages at law or in equity; or (b) terminate the Contract. In the event of any Owner default, Contractor may pursue any remedies available by common law or statute, including without limitation the following: (a) cease work under this Contract until the Owner has made payment or until such default has been remedied (the time during which such work ceases shall operate as an extension of the time for completion of the Project); (b) if such Owner default continues for a period of fourteen (14) days or more, terminate the Contract upon written notice sent to Owner; and (c) recover from the Owner payment for Project executed and seek damages and legal fees for any loss sustained and reasonable profit.

20. Notices. Any notice or notices which any party hereto deems necessary, useful or convenient to give to any other party or parties hereto, at any time and from time to time, shall be in writing and shall be personally served upon or sent by registered or certified mail to the parties at the addresses identified in the Proposal.

Residential Construction Recovery Fund

Payment may be available from the Recovery Fund if you are damaged financially by a project performed on your residence pursuant to a contract, including construction, remodeling, repair or other improvements, and the damage resulted from certain specified violations of Nevada law by a contractor licensed in this state. To obtain information relating to the Recovery Fund and filing a claim for recovery from the Recovery Fund, you may contact the State Contractor's Board at: Nevada State Contractor's Board, 9670 Gateway Dr. #100, Reno, NV 89521; (775) 688-1141.

We the undersigned, have read, understand and agree to each of the provisions of this three-page contract and hereby acknowledge receipt of a copy of this contract.

Signatures on following page.

Owner Don Weaver
1170 Marietta Way Sparks, NV 89431
775-356-3769
donweaver@zionbuilders.biz



NV License B-2 0089099
NV License C-3 0077933
Bid Limit \$1,100,000
www.zionbuilders.biz

Owner **Date**

Owner **Date**

Don Weaver, President **Date**
ZION BUILDERS, INC.

PRE-1978 BUILT PROJECTS ONLY
EPA Lead Safe Certification Occupant Confirmation

Pamphlet Receipt:

I have received a copy of the lead hazard information pamphlet informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began.

Printed name of Owner-occupant

Signature of Owner-occupant **Date**



Board of Storey County Commissioners Agenda Action Report

Meeting date: 6/6/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 mins

Agenda Item Type: Discussion/Possible Action

- **Title:** Approval of unbudgeted item for weather related emergency repair to 911 radio system at Pond Peak in the amount of \$15,423.68.
- **Recommended motion:** I, Commissioner _____ move to approve the weather related repair to the 911 radio system in the amount of \$15,423.68.
- **Prepared by:** James Deane

Department: _____ **Contact Number:** 775-847-1152

- **Staff Summary:** Replacement of radio and microwave dish required from ice damage at Pond Peak tower location.
- **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



SERVICE INVOICE

Invoice Number: AR39955
Invoice Date: 4/28/2023
Account Number: SC12
Balance Due: \$15,423.68

Bill To: Storey County Communications Department
Dave Ballard
P.O. BOX 483
Virginia City, NV 89440

Work Order Date	Work Order No.
4/28/2023	WO13179

Payment Terms	Payment Due
Net 30	5/28/2023

Description	USA/Pond Link Down
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Call Number	Equipment Number	Serial Number	Make/Model	Labor Charges	Travel Charges	Materials Charges	Other Charges	Total Charges
SC26049	Pond-USA pkwy dc	---	-	\$ 0.00	\$ 0.00	\$ 15,423.68	\$ 0.00	\$ 15,423.68


Service Date: 3/24/2023 **Contract Number:** **Remarks:** 3/28 - Technicians rode snow cat to site to evaluate connectivity failure to USA Pkwy. Determined dish and radio had been damaged by snow/ice.
Location: Storey County Communications Department
10 South E Street
Virginia City, NV 89440 **PO #:** 4/20 - Technicians rode snow cat to site and replaced dish and radio.
Re-aligned link and test OK.
Contact: **Phone:** ---
Fax: ---
Caller:

Material Charges

Item	Description	Quantity	UM	Price	Discount	Amount	\$15,423.68
N110082D073A	Andrews 3' Ant, SP, 11G, RFU-C type	1	EA	\$ 1,872.00	0.00	\$ 1,872.00	
SST-2/3	Side Struts - Stabilizer Arms for HP2, SP2,	1	EA	\$ 707.18	0.00	\$ 707.18	
C110082B013A	Cambium PTP820S	1	EA	\$ 4,924.50	0.00	\$ 4,924.50	
Infrastructure - Service / Ex4/20 - Snow Cat Charter		1	EA	\$ 2,210.00	0.00	\$ 2,210.00	
Infrastructure - Service / Ex3/29 Snow Cat Charter		1	EA	\$ 1,560.00	0.00	\$ 1,560.00	
TFL	Technician Labor	1	EA	\$ 4,150.00	0.00	\$ 4,150.00	

Totals:	\$ 0.00	\$ 0.00	\$ 15,423.68	\$ 0.00	\$ 15,423.68
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Invoice Subtotal:	\$15,423.68
Tax:	\$0.00
Invoice Total:	\$15,423.68
Balance Due:	\$15,423.68

	Board of Storey County Commissioners Agenda Action Report	
Meeting date: 6/6/2023 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 Tectonics Design Group to complete a Preliminary Architectural Report for Fire Station 71 at the cost of \$48,000.
- **Recommended motion:** I (commissioner), move to approve the authorization for Storey County to enter into an agreement with Tectonics Design Group to complete a Preliminary Architectural Report for Fire Station 71 at the cost of \$48,000.
- **Prepared by:** Honey Menefee

Department: **Contact Number:** 775-546-3183

- **Staff Summary:** A Preliminary Architectural Report is a necessary requirement for the United States Department of Agriculture application to receive our \$3.75 million award.
- **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



May 10, 2023

Shane Dixon
Storey County Fire Protection District
145 North C Street
Virginia City, Nevada 89440

RE: Virginia City Fire Station - *Conceptual Architectural Design Proposal to assist with Feasibility Report*

Dear Shane:

Thank you for including us in the above endeavor. This letter outlines our understanding of this phase.

PROJECT DESCRIPTION

You are proposing to pursue a Preliminary Architectural Feasibility Report that will be submitted to USDA Rural Development. As part of the application, you will need the following from our team. Per the RD Instructions 1942-A we will provide the following:

- Refinement of the site plan, which will likely include iterations with the civil engineer to confirm grading, drainage, etc.
- Conceptual grading and drainage plans.
- Conceptual building floor plans including interior layouts.
- Conceptual building elevations for the new, 2 story building, roughly 14,000 sf Fire Station.
- Conceptual building Sections
- Outline of design fees going forward including A/S/C/MEP/LS which will include construction support.
- Cost estimating for the project, as needed.
- We can assist with the full application, but it is our understanding that your team will prepare the full application and associated exhibits, so we have not included that in our fee.

SERVICES NOT INCLUDED

1. Artistic renderings, which we can provide in the future, a typical fee is \$3,500.
2. ALTA Survey, Landscape, MEP, Structural, Geotechnical Report, Environmental and Traffic Studies
3. As noted above, fees beyond this conceptual phase will be under separate contract.
4. Preparation for processes such as zone change or special use permit.
5. LEED or Green Building concepts, which can be included separately if required.
6. Significant redesign or major adjustments to the scope shown in the Project Description.

FEES & SCHEDULE

We propose the services described above for the fixed fee of \$48,500.

If other elevations for items such as screen walls, retaining walls and trash enclosures are required, we may provide those on an hourly basis depending on the scope.

ACCEPTANCE

This proposal is valid if accepted within 60 days of its date. If it is acceptable to you, please sign and return the attached contract so that we may schedule the work. Thank you.

Sincerely, TECTONICS DESIGN GROUP, INC

A handwritten signature in blue ink, appearing to read "Barrett Donovan", is written over a horizontal line.

Barrett Donovan, *Principal*

STANDARD AGREEMENT

The Consulting Agreement between **Storey County** (herein referred to as "Client") and TECTONICS DESIGN GROUP, INC. a Nevada Corporation (herein referred to as "TDG") is made and entered into for the provision of professional services. Whereas, TDG will perform services outlined in our proposal letter dated **May 10, 2023**, the parties agree as follows:

1. Schedule and Delays

- a) TDG will perform the services in accordance with mutually agreed upon schedules.
- b) TDG will notify Client of any added costs that result from protracted delays.
- c) TDG is excused from any delays that result from events beyond its control, including acts of God, acts of the Client, acts of public agencies, or failure of Client to make prompt progress payments to TDG.
- d) TDG shall not be liable for damages caused by delay in project completion. These damages include lost opportunity costs, lost rent, interest, and changes in political policies.

2. Compensation & Lien Potential

- a) Typically a 25% retainer is provided prior to starting design, and 50% is due at permit submittal.
- b) All sums under this agreement shall be due and payable upon receipt of billing. Interest shall accrue at the rate of 1½% per month on bills thirty (30) days past due; interest shall be deemed included in all sums under this agreement.
- b) Should it become necessary to retain legal counsel to enforce any terms of this agreement, all legal and collection expenses shall be paid by the losing party in such actions.
- c) In the event any invoice becomes over (60) days past due, TDG reserves the right to suspend or terminate work. If TDG stops work due to nonpayment, Client agrees TDG is not responsible for project missed deadlines or delays.
- c) This contract gives formal notice that by providing these services, TDG may at a future date, claim a lien against the project property as provided by law.

3. Ownership of Work Product

- a) All materials relating to this project which originate from TDG are the property of TDG. Upon request, TDG shall provide copies of materials to the Client. TDG will not provide copies of project materials to any other parties without the permission of the Client.
- b) Client agrees that all plans specifications, and calculations furnished to the Client are for use solely by the Client on this project. These items may not be modified or reused on subsequent projects and may not be sold or given to others without written permission from TDG.

4. Confidentiality

- a) TDG agrees that certain matters related to the project are of a confidential nature, particularly regarding potential tenants, land acquisitions or sales. TDG agrees to maintain confidentiality in regards to the project, unless disclosure is required by a court of law or to defend against suit or claim.

5. Insurance

- a) TDG represents and agrees that it and its staff are protected by Workers Compensation Insurance and that it has coverage under public liability and property damage insurance policies. Certificates of Insurance will be provided to the Client when requested.

6. Limitation of Liability

- a) Client agrees to limit TDG's liability to the client and to all construction contractors & subcontractors arising from TDG's professional acts, errors, and omissions such that the total aggregate liability to all those named shall not exceed \$100,000.

7. Indemnification

- a) TDG shall indemnify and hold harmless the Client from and against any liability or any claims, suits or actions arising out of, made or asserted for any damage to persons or property, occasioned by the sole negligence, errors or omissions of TDG in connection with the performance of TDG's obligations under this Agreement.

The client shall indemnify and hold harmless TDG from and against any claims, suits or actions made or asserted for any damage to persons or property occasioned by the Client's negligence in connection with performance of any of the his obligations under this Agreement. Additionally, the Client agrees to execute acceptable indemnification agreements if TDG is required to perform nominee services.

8. Third Party Review

- a) Unless explicitly included in TDG's proposal letter, no design time or fee has been included for response to a private, third-party review of TDG's design. Only responses to jurisdictional reviews are anticipated and included.
- b) TDG is not responsible for damages resulting from any third-party review occurring after construction has begun. Client and Owner acknowledge that the proper time for any third-party review is during design, when changes can be more easily incorporated into the Project scope.

9. Termination

- a) Either party may terminate this Agreement by seven (7) days written notice to the other party. In such event, Client shall fully pay TDG for all work authorized and performed prior to notice of termination.

10. Assignability

- a) Neither party to this agreement may delegate, assign, sublet, or transfer his duties or interest to the Agreement without written consent from the other party.
- b) This agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

11. Disputes

- a) In the event of a dispute between Client and TDG in connection with this Agreement the parties agree to submit the dispute to nonbinding mediation unless mutually agreed otherwise. The Client and TDG further agree to include a similar mediation agreement with independent contractors and consultants retained for the Project and to require all independent contractors and consultants to enter similar mediation agreements with their subcontractors, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between parties to all those agreements. Each party shall bear its own expenses in connection with the mediation and the fees and expenses of the mediator shall be divided equally between the parties; provided that, if the mediator determines that a party's position was without substantial merit or was taken in bad faith he may require that party to bear all or a portion of the expenses of the other party including reasonable attorney's fees and more than one-half of the fees and expenses of the mediator.

12. Standard of Care

- a) Services performed under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily expected by members of the profession currently practicing in the project's community under similar conditions. No other warranty is expressed or implied.
- b) If a required item or process is omitted from TDG's documents in error, TDG shall only be responsible for extra costs caused by the omission, not the costs of the item or process itself.

13. Law The governing laws for this Agreement shall be those of the jurisdiction of the Project.

14. Project Completion TDG's services are complete 60 days after "Notice of Substantial Completion" is filed.

TECTONICS DESIGN GROUP, INC.

Storey County

By (name): Barrett Donovan, SE

By (name): _____

Signature: 

Signature: _____

Date: May 10, 2023

Date: _____



Board of Storey County Commissioners Agenda Action Report

Meeting date: 6/6/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 10 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval for the emergency repairs to St. Mary's Art Center (SMAC) to be paid for out of the Building Restoration Fund that was awarded to SMAC in FY22/23.
- **Recommended motion:** I (commissioner), move to approve that the emergency repairs to St. Mary's Art Center (SMAC) be paid for out of the Building Restoration Fund that was awarded to SMAC in FY22/23.
- **Prepared by:** Honey Menefee

Department: **Contact Number:** 7758470986

- **Staff Summary:** SMAC was awarded \$150,000 in FY 22/23 for Building Restoration. This amount was approved in the FY22/23 budget. The current approved building work totals \$132,939. The cost to repair the damage from frozen pipes was \$14,940.51. With the emergency repairs, the total for Building Restoration is \$147,879.51, which is still under the \$150,000 award. SMAC is seeking approval to pay for the cost of the emergency repairs out of the FY22/23 Building Restoration Fund award.
- **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

	<h1>Board of Storey County Commissioners</h1> <h2>Agenda Action Report</h2>	
Meeting date: 6/6/2023 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 DOWL for a Preliminary Architect Report and Environmental Report for an approximate amount of \$36,260, not to exceed \$41,260, to complete the United States Department of Agriculture application requirements for the Fairgrounds Upgrade in Virginia City.
- **Recommended motion:** I (commissioner), move to approve to authorize Storey County to enter into an agreement with DOWL for a Preliminary Architect Report and Environmental Report for an approximate amount of \$36,260, not to exceed \$41,260, to complete the United States Department of Agriculture application requirements for the Fairgrounds Upgrade in Virginia City.
- **Prepared by:** Honey Menefee

Department: **Contact Number:** 7758470986

- **Staff Summary:** These reports are necessary to complete the requirements for the United States Department of Agriculture application to receive our \$615,000 award for the Fairgrounds.
- **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
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<input type="checkbox"/> Denied	<input type="checkbox"/> Continued
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DOWL Project No.: 7363.30004

TASK ORDER

Task Order No.: 59

Issued under the authority of Professional Services Master Task Order Agreement dated:

May 16, 2023

Task Order Title: VC Fairgrounds PAR and ER

Effective Date: May 16, 2023

This Task Order is issued under the provisions of the above Professional Services Master Task Order Agreement dated May 16, 2023 between Storey County (CLIENT) and DOWL (DOWL).

The following representatives have been designated for the work performed under this Task Order:

CLIENT: Honey Menefee

DOWL: Luke Tipton

SCOPE OF WORK: See Exhibit A – DOWL's Services for Task Order

COMPENSATION:

DOWL shall be reimbursed on a *Time & Materials basis, as referenced in Exhibit B – DOWL's compensation for Task Order*. DOWL shall invoice no more often than monthly for services provided in the prior month.

The provisions of the Professional Services Master Task Order Agreement and any Special Terms and Conditions and/or Exhibits or Attachments to this Task Order shall govern the Work.

IN WITNESS WHEREOF: Persons authorized to commit the resources of the Parties have executed this Task Order and this Task Order may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document:

Storey County

By: _____

Title: _____

Date: _____

DOWL

By: _____

Title: _____

Date: _____

Fed. ID. No. 92-0166301



Exhibit A – DOWL’s Services for Task Order

Task Order No.: 59

Task Order Title: VC Fairgrounds PAR and ER

Issued under the authority of Professional Services Master Task Order Agreement

Number: 7363.30004

Task 1.0: Preliminary Architectural Report

This task includes subconsultant fees to prepare the Preliminary Architectural Report needed for the VC Fairgrounds Improvement project.

- DOWL will prepare a cost estimate of the proposed project
- DOWL will prepare a preliminary land use summary identifying any planning and zoning requirements, ownership and easement needs, as well as permit and code requirements

Assumptions:

- The proposed project cost estimate will be an AACE Level 3 Estimate that has an expected accuracy range of -20% to +30%
- The proposed project cost estimate will be presented in 2023 dollars

Deliverables:

- DOWL will prepare the Preliminary Architectural Report needed for the VC Fairgrounds Improvement Project.

Task 2.0: Environmental Report: Categorical Exclusion (CatEx) Document

A Categorical Exclusion is the anticipated environmental document that will be required for this project. The following sub-tasks outline the anticipated steps needed to complete the USDA CatEx Documentation Form.

Sub-Task 2.1: Project Management

This task includes subconsultant fees for project management to coordinate with the client.

Sub-Task 2.2: Cultural Resources

This task includes subconsultant fees to perform a Class III inventory to determine whether historic properties exist within the project area.

- DOWL will manage the Sub & perform review of Cultural Resource Report
- DOWL to Perform QA/QC on deliverables.
- DOWL to prepare submittal to USDA

Deliverables:

- Draft Cultural Resource Inventory Report and Cultural Property Forms.
Final Cultural Resource Inventory Report and Cultural Property Forms.



Sub-Task 2.3 – Hazardous Materials/Substances and Water Quality – ISA

Task 2.3 will identify existing hazardous materials sites that should be considered during the development of the proposed VC Fairground improvements. An Initial Site Assessment (ISA) memo will be prepared under this study.

- Review historic land uses within the study area, including, but not limited to State and Federal Superfund list, NDEP Underground Tank Program files, National Pipeline Mapping, etc.
- Consult with appropriate environmental regulatory agencies to determine if hazardous materials/substances or water quality issues are present within the study area.
- Prepare figures and text identifying known hazardous materials sites for use in the proposed improvements screening process.
- Prepare a Draft and Final Initial Site Assessment Memo.
- Perform QA/QC.

Deliverables:

- Draft and Final version of the ISA Memo (electronic PDF format).

Sub-Task 2.4 – Biological Resource Memo

Task 2.4 will identify existing biological resources that should be considered for the development of the VC Fairground improvements. A draft Biological Resources Memo will be prepared under this study.

- Perform a literature/records review and conduct a field review of the study area to identify general habitat/vegetation communities, general wildlife species (mammals, birds, reptiles, and amphibians), critical habitat, species of concern/special status species, and threatened and endangered species located in the study area and vicinity.
- Review topographic maps, aerials, and the National Wetland Inventory to identify wetlands and other aquatic resources located within and adjacent to the study area.
- Conduct a field review of the study area to identify waterways and wetlands that may be considered jurisdictional waters of the United States. Provide a brief report if these aquatic resources are found.
- Prepare figures and text identifying known biological resources for use in the project screening process.
- Prepare a Draft and Final Biological Resources Memo documenting the findings from the literature review and field visit.
- Perform QA/QC on deliverables.

Assumptions:

- Up to two drainages may be found and delineated. No wetlands are anticipated
- A Biological Assessment Report is not anticipated for this project.



Deliverables:

- Draft and Final version of the Biological Resources Memo (electronic PDF and Word format).
- Draft and Final Aquatic Resources report (if aquatic resources are identified with the project area).

Sub Task 2.5 – Preliminary Environmental Document (CatEx)

Task 2.5 includes preparing a draft and final version of a Categorical Exclusion (CatEx) for the project, anticipating that a CatEx will be the required environmental document to satisfy the NEPA requirements for this project.

- Prepare preliminary and final Categorical Exclusion using USDA's Cat Ex Documentation Form, which includes all necessary supporting information.

Deliverables:

- Draft and final version of a CatEx (USDA CatEx Documentation Form)

Assumptions:

- A Categorical Exclusion is the anticipated environmental document that will be required for this project. If it is determined that a more involved environmental document (e.g., Environmental Assessment) is needed for this project, DOWL will perform the additional work only after an Amendment is prepared, submitted, and approved.



Exhibit B – DOWL’s Compensation for Task Order

Task Order No.: 59

Task Order Title: VC Fairgrounds PAR and ER

Issued under the authority of Professional Services Master Task Order Agreement

Number: 7363.30004

Task	Description	Cost
Task 1.0	Preliminary Architectural Report (PAR)	\$13,360.00
Task 2.0	Environmental Report: Categorical Exclusion (CatEx) Document	\$22,900.00
	Sub-Task 2.1: Project Management (\$700.00)	
	Sub-Task 2.2: Cultural Resource Report (\$5,500.00)	
	Sub-Task 2.3: Hazardous Materials/Substances – ISA (\$2,100.00)	
	Sub-Task 2.4: Biological Resource Memo (\$9,600)	
	Sub-Task 2.5: Environmental Document -CatEx (\$5,000)	
TOTAL COST		\$36,260.00



Board of Storey County Commissioners Agenda Action Report

Meeting date: 6/6/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 Min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of Resolution No. 23-683 granting St. Mary's Art Center, a 501(c)(3) nonprofit, a sum not to exceed \$115,200.00 for the purpose of preserving the St. Mary's Art Center, a county owned building and supporting arts and culture through education and cultural offerings.
- **Recommended motion:** I, _(commissioner), move to approve Resolution No. 23-683 granting St. Mary's Art Center Inc., a 501(c)(3) nonprofit, a sum not to exceed \$115,200.00 for the purpose of preserving the St. Mary's Art Center, a county owned building and supporting arts and culture through education and cultural offerings.
- **Prepared by:** Honey Menefee

Department:

Contact Number: 17758470986

- **Staff Summary:** Under NRS 244.1505 a grant of money to a nonprofit organization must be made by resolution of the Board of County Commissioners which specifies the purpose of the grant and any conditions imposed on the expenditure of the granted money. The proposed Resolution meets the requirements of the statute.
- **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

RESOLUTION NO. 23-683

RESOLUTION Authorizing Grant of Money to ST. MARY'S ART CENTER, a 501(c)(3) nonprofit, for the purpose of preserving St. Mary's Art Center, a county owned building, and supporting arts and culture through education and cultural offerings.

WHEREAS, NRS 244.1505 authorizes a Board of County Commissioners to grant money to a nonprofit organization created for religious, charitable, or educational purposes to be expended for an authorized purpose; and

WHEREAS, a grant to a nonprofit organization must be made by a resolution of the board of county commissioners which must specify the purpose of the grant and any conditions imposed upon the expenditure of the granted monies; and,

WHEREAS, an organization qualifies as an organization for charitable purposes if the sole or primary purpose of the organization is to advance a public purpose or provide services that are otherwise required to be provided by a local government and the organization is operating in this state, See NRS 372.3261; and,

WHEREAS, an organization that qualifies as an organization for charitable purposes must also meet the requirements that:

- (a) No part of the net earnings of any such organization inures to the benefit of a private shareholder, individual or entity;
- (b) The business of the organization is not conducted for profit;
- (c) No substantial part of the business of the organization is devoted to the advocacy of any political principle or the defeat or passage of any state or federal legislation;
- (d) The organization does not participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office; and,
- (e) Any property sold to the organization for which an exemption is claimed is used by the organization in this State in furtherance of the religious, charitable, or educational purposes of the organization. See NRS 372.3261(5); and,

WHEREAS, ST. MARY’S ART CENTER is a Nevada domestic nonprofit corporation operating in the State of Nevada which otherwise qualifies as a charitable organization authorized to receive grants from the County for a public purpose; and,

WHEREAS, ST. MARY’S ART CENTER, a 501(c)(3) nonprofit, desires to obtain a grant from Storey County in the amount of ONE HUNDRED FIFTEEN THOUSAND TWO HUNDREN DOLLARS (\$115,200.00) for the purpose of preserving St. Mary’s Art Center, a county owned building, and supporting arts and culture through education and cultural offerings; and,

WHEREAS, the use of the money for the purposes identified does serve a public purpose; and,

WHEREAS, the Board of County Commissioners of Storey County has previously appropriated funds for the requested grant by approval of the county budget;

NOW THEREFORE IT IS HEREBY RESOLVED AS FOLLOWS;

The Board of County Commissioners of Storey County does hereby grant to ST. MARY’S ART CENTER, a 501(c)(3) nonprofit, a sum not to exceed ONE HUNDRED FIFTEEN THOUSAND TWO HUNDREN DOLLARS (\$115,200.00) for the specific purposes of preserving St. Mary’s Art Center and supporting arts and culture through education and cultural offerings.

ADOPTED this **6th** day of **JUNE 2023**.

BOARD OF COUNTY COMMISSIONERS OF STOREY COUNTY

By: _____
Julian (Jay) Carmona, Chairman

ATTEST:

Jim Hindle
Storey County Clerk/Treasurer



Board of Storey County Commissioners

Agenda Action Report

Meeting date: 6/6/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 Min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of Resolution No. 23-684 granting the University of Nevada Reno, Storey County Extension, a 501(c)(3) nonprofit, a sum not to exceed \$30,000.00 for the purpose of addressing contemporary issues in the areas of agriculture, horticulture, community development, health and nutrition, personal and family development and natural resources.
- **Recommended motion:** I, _(commissioner), move to approve Resolution No. 23-684 granting the University of Nevada Reno, Storey County Extension, a 501(c)(3) nonprofit, a sum not to exceed \$30,000.00 for the purpose of addressing contemporary issues in the areas of agriculture, horticulture, community development, health and nutrition, personal and family development and natural resources.
- **Prepared by:** Honey Menefee

Department:

Contact Number: 17758470986

- **Staff Summary:** Under NRS 244.1505 a grant of money to a nonprofit organization must be made by resolution of the Board of County Commissioners which specifies the purpose of the grant and any conditions imposed on the expenditure of the granted money. The proposed
- Resolution meets the requirements of the statute.
- **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

RESOLUTION NO. 23-684

RESOLUTION Authorizing Grant of Money to the UNIVERSITY OF NEVADA RENO, STOREY COUNTY EXTENSION, a 501(c)(3) nonprofit, for the purpose of addressing contemporary issues in the areas of agriculture, horticulture, community development, health and nutrition, personal and family development and natural resources.

WHEREAS, NRS 244.1505 authorizes a Board of County Commissioners to grant money to a nonprofit organization created for religious, charitable, or educational purposes to be expended for an authorized purpose; and

WHEREAS, a grant to a nonprofit organization must be made by a resolution of the Board of County Commissioners which must specify the purpose of the grant and any conditions imposed upon the expenditure of the granted monies; and,

WHEREAS, an organization qualifies as an organization for charitable purposes if the sole or primary purpose of the organization is to advance a public purpose or provide services that are otherwise required to be provided by a local government and the organization is operating in this state, See NRS 372.3261; and,

WHEREAS, an organization that qualifies as an organization for charitable purposes must also meet the requirements that:

- (a) No part of the net earnings of any such organization inures to the benefit of a private shareholder, individual or entity;
- (b) The business of the organization is not conducted for profit;
- (c) No substantial part of the business of the organization is devoted to the advocacy of any political principle or the defeat or passage of any state or federal legislation;
- (d) The organization does not participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office; and,
- (e) Any property sold to the organization for which an exemption is claimed is used by the organization in this State in furtherance of the religious, charitable, or educational purposes of the organization. See NRS 372.3261(5); and,

WHEREAS, the UNIVERSITY OF NEVADA RENO, STOREY COUNTY EXTENSION is a Nevada domestic nonprofit corporation operating in the State of Nevada which otherwise qualifies as a charitable organization authorized to receive grants from the county for a public purpose; and,

WHEREAS, UNIVERSITY OF NEVADA RENO, STOREY COUNTY EXTENSION, a 501(c)(3) nonprofit, desires to obtain a grant from Storey County in the amount of THIRTY THOUSAND DOLLARS (\$30,000.00) for the purpose of addressing contemporary issues in the areas of agriculture, horticulture, community development, health and nutrition, personal and family development and natural resources.

WHEREAS, the use of the money for the purposes identified does serve a public purpose; and,

WHEREAS, the Board of County Commissioners of Storey County has previously appropriated funds for the requested grant by approval of the county budget;

NOW THEREFORE IT IS HEREBY RESOLVED AS FOLLOWS;

The Board of County Commissioners of Storey County does hereby grant to the UNIVERSITY OF NEVADA RENO, STOREY COUNTY EXTENSION, a 501(c)(3) nonprofit, a sum not to exceed THIRTY THOUSAND DOLLARS (\$30,000.00) for the purpose of addressing contemporary issues in the areas of agriculture, horticulture, community development, health and nutrition, personal and family development and natural resources.


ADOPTED this **6th** day of **JUNE 2023**.

BOARD OF COUNTY COMMISSIONERS OF STOREY COUNTY

By: _____
Julian (Jay) Carmona, Chairman

ATTEST:

Jim Hindle
Storey County Clerk/Treasurer

	Board of Storey County Commissioners Agenda Action Report	
Meeting date: 6/6/2023 10:00 AM - BOCC Meeting	Estimate of Time Required: 5 Min	
Agenda Item Type: Discussion/Possible Action		

- **Title:** Consideration and possible approval for Resolution No. 23-685 granting the Community Chest, Inc., a 501(c)(3) nonprofit, the sum of \$329,175.00 for the specific purpose of funding health and human services and educational programs.
- **Recommended motion:** I, (commissioner), move to approve Resolution No. 23-685 granting the Community Chest, Inc., a 501(c)(3), nonprofit the sum of \$329,175.00 for the specific purpose of funding health and human services and educational programs.
- **Prepared by:** Honey Menefee

Department: **Contact Number:** 17758470986

- **Staff Summary:** Under NRS 244.1505 a grant of money to a nonprofit organization must be
- made by resolution of the Board of County Commissioners which specifies the purpose of the grant and any conditions imposed on the expenditure of the granted money. The proposed Resolution meets the requirements of the statute.
- **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

RESOLUTION NO. 23-685

RESOLUTION Authorizing Grant of Money to COMMUNITY CHEST, INC., a 501(c)(3) nonprofit, for the purpose of funding health and human services and educational programs.

WHEREAS, NRS 244.1505 authorizes a Board of County Commissioners to grant money to a nonprofit organization created for religious, charitable, or educational purposes to be expended for an authorized purpose; and

WHEREAS, a grant to a nonprofit organization must be made by a resolution of the board of county commissioners which must specify the purpose of the grant and any conditions imposed upon the expenditure of the granted monies; and,

WHEREAS, an organization qualifies as an organization for charitable purposes if the sole or primary purpose of the organization is to advance a public purpose or provide services that are otherwise required to be provided by a local government and the organization is operating in this state, See NRS 372.3261; and,

WHEREAS, an organization that qualifies as an organization for charitable purposes must also meet the requirements that:

- (a) No part of the net earnings of any such organization inures to the benefit of a private shareholder, individual or entity;
- (b) The business of the organization is not conducted for profit;
- (c) No substantial part of the business of the organization is devoted to the advocacy of any political principle or the defeat or passage of any state or federal legislation;
- (d) The organization does not participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office; and,
- (e) Any property sold to the organization for which an exemption is claimed is used by the organization in this State in furtherance of the religious, charitable, or educational purposes of the organization.

See NRS 372.3261(5); and,

WHEREAS, COMMUNITY CHEST, INC. is a Nevada domestic nonprofit corporation operating in the State of Nevada which otherwise qualifies as a charitable organization authorized to receive grants from the county for a public purpose; and,

WHEREAS, COMMUNITY CHEST, INC., a 501(c)(3) nonprofit, desires to obtain a grant from Storey County in the amount of THREE HUNDRED TWENTY-NINE THOUSAND, ONE HUNDRED SEVENTY-FIVE DOLLARS (\$329,175.00) for the purpose of funding health and human services and educational programs; and,

WHEREAS, the use of the money for the purposes identified does serve a public purpose; and,

WHEREAS, the Board of County Commissioners of Storey County has previously appropriated funds for the requested grant by approval of the county budget;

NOW THEREFORE IT IS HEREBY RESOLVED AS FOLLOWS;

The Board of County Commissioners of Storey County does hereby grant to COMMUNITY CHEST INC. a sum not to exceed THREE HUNDRED TWENTY-NINE THOUSAND, ONE HUNDRED SEVENTY-FIVE DOLLARS (\$329,175.00) for the specific purpose of funding health and human services and educational programs.

ADOPTED this **6th** day of **JUNE 2023**.

BOARD OF COUNTY COMMISSIONERS OF STOREY COUNTY

By: _____
Julian (Jay) Carmona, Chairman

ATTEST:

Jim Hindle
Storey County Clerk/Treasurer



Board of Storey County Commissioners

Agenda Action Report

Meeting date: 6/6/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 Min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval for Resolution No. 23-686 granting the Comstock Cemetery Foundation, Inc., a 501(c)(3) nonprofit, a sum not to exceed \$9,975.00 for the purpose of preserving the historic cemeteries of the Comstock Historic District.
- **Recommended motion:** I, (commissioner), move to approve Resolution 23-686 granting the Comstock Cemetery Foundation, Inc., a 501(c)(3) nonprofit, a sum not to exceed \$9,975.00 for the purpose of preserving the historic cemeteries of the Comstock Historic District.
- **Prepared by:** Honey Menefee

Department:

Contact Number: 17758470986

- **Staff Summary:** Under NRS 244.1505 a grant of money to a nonprofit organization must be
- made by resolution of the Board of County Commissioners which specifies the purpose of the grant and any conditions imposed on the expenditure of the granted money. The proposed Resolution meets the requirements of the statute.
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

- **Board Action:**

☐ Approved

☐ Approved with Modification

<input type="checkbox"/> Denied	<input type="checkbox"/> Continued
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RESOLUTION NO. 23-686

RESOLUTION Authorizing Grant of Money to the COMSTOCK CEMETERY FOUNDATION, INC., a 501(c)(3) nonprofit, for the purpose of preserving the historic cemeteries of the Comstock Historic District.

WHEREAS, NRS 244.1505 authorizes a Board of County Commissioners to grant money to a nonprofit organization created for religious, charitable, or educational purposes to be expended for an authorized purpose; and

WHEREAS, a grant to a nonprofit organization must be made by a resolution of the Board of County Commissioners which must specify the purpose of the grant and any conditions imposed upon the expenditure of the granted monies; and,

WHEREAS, an organization qualifies as an organization for charitable purposes if the sole or primary purpose of the organization is to advance a public purpose or provide services that are otherwise required to be provided by a local government and the organization is operating in this state, See NRS 372.3261; and,

WHEREAS, an organization that qualifies as an organization for charitable purposes must also meet the requirements that:

- (a) No part of the net earnings of any such organization inures to the benefit of a private shareholder, individual or entity;
- (b) The business of the organization is not conducted for profit;
- (c) No substantial part of the business of the organization is devoted to the advocacy of any political principle or the defeat or passage of any state or federal legislation;
- (d) The organization does not participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office; and,
- (e) Any property sold to the organization for which an exemption is claimed is used by the organization in this State in furtherance of the religious, charitable, or educational purposes of the organization.

See NRS 372.3261(5); and,

WHEREAS, THE COMSTOCK CEMETERY FOUNDATION, INC. is a Nevada domestic nonprofit corporation operating in the State of Nevada which otherwise qualifies as a charitable organization authorized to receive grants from the county for a public purpose; and,

WHEREAS, THE COMSTOCK CEMETERY FOUNDATION, INC., a 501(c)(3) nonprofit, desires to obtain a grant from Storey County in the amount of NINE THOUSAND NINE HUNDRED SEVENTY-FIVE DOLLARS (\$9,975.00) for the purpose of preserving the historic cemeteries of the Comstock Historic District; and,

WHEREAS, the use of the money for the purposes identified does serve a public purpose; and,

WHEREAS, the Board of County Commissioners of Storey County has previously appropriated funds for the requested grant by approval of the county budget;

NOW THEREFORE IT IS HEREBY RESOLVED AS FOLLOWS;

The Board of County Commissioners of Storey County does hereby grant to COMSTOCK CEMETERY FOUNDATION, INC., a 501(c)(3) nonprofit, a sum not to exceed NINE THOUSAND NINE HUNDRED SEVENTY-FIVE DOLLARS (\$9,975.00) for the purpose of preserving the historic cemeteries of the Comstock Historic District.

ADOPTED this **6th** day of **JUNE 2023**.

BOARD OF COUNTY COMMISSIONERS OF STOREY COUNTY

By: _____
Julian (Jay) Carmona, Chairman

ATTEST:

Jim Hindle
Storey County Clerk/Treasurer



Board of Storey County Commissioners Agenda Action Report

**Meeting date: 6/6/2023 10:00 AM -
BOCC Meeting**

Estimate of Time Required: 5 Min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval for Resolution No. 23-687 granting the Historic Fourth Ward School Foundation, a 501(c)(3) nonprofit, a sum not to exceed \$120,000.00 for the purpose of preserving the Historic Fourth Ward School Museum, a county owned building and for the purpose of preserving the Fourth Ward School Building and for promoting the history of the Comstock and Storey County.
- **Recommended motion:** I, _(commissioner), move to approve Resolution No. 23-687 granting the Historic Fourth Ward School Foundation, a 501(c)(3) nonprofit, a sum not to exceed \$120,000.00 for the purpose of preserving the Historic Fourth Ward School Museum, a county owned building and supporting the history of the Comstock and Storey County.
- **Prepared by:** Honey Menefee

Department:

Contact Number: 17758470986

- **Staff Summary:** Under NRS 244.1505 a grant of money to a nonprofit organization must be made by resolution of the Board of County Commissioners which specifies the purpose of the grant and any conditions imposed on the expenditure of the granted money. The proposed Resolution meets the requirements of the statute.
- **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

RESOLUTION NO. 23-687

RESOLUTION Authorizing Grant of Money to the HISTORIC FOURTH WARD SCHOOL FOUNDATION, a 501(c)(3) nonprofit, for the purpose of preserving the Fourth Ward School Building and for promoting the history of the Comstock and Storey County.

WHEREAS, NRS 244.1505 authorizes a Board of County Commissioners to grant money to a nonprofit organization created for religious, charitable, or educational purposes to be expended for an authorized purpose; and

WHEREAS, a grant to a nonprofit organization must be made by a resolution of the board of county commissioners which must specify the purpose of the grant and any conditions imposed upon the expenditure of the granted monies; and,

WHEREAS, an organization qualifies as an organization for charitable purposes if the sole or primary purpose of the organization is to advance a public purpose or provide services that are otherwise required to be provided by a local government and the organization is operating in this state, See NRS 372.3261; and,

WHEREAS, an organization qualifies as an organization for educational purposes if the sole or primary purpose of the organization is to (1) provide athletic, cultural or social activities for children, (2) provide displays or performances of the visual or performing arts to members of the general public, or (3) provide instruction and disseminate information on subjects beneficial to the community; and,

WHEREAS, an organization that qualifies as an organization for charitable purposes or for educational purposes must also meet the requirements that:

- (a) No part of the net earnings of any such organization inures to the benefit of a private shareholder, individual or entity;
- (b) The business of the organization is not conducted for profit;
- (c) No substantial part of the business of the organization is devoted to the advocacy of any political principle or the defeat or passage of any state or federal legislation;

- (d) The organization does not participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office; and,
- (e) Any property sold to the organization for which an exemption is claimed is used by the organization in this State in furtherance of the religious, charitable, or educational purposes of the organization. See NRS 372.3261(5); and,

WHEREAS, the HISTORIC FOURTH WARD SCHOOL FOUNDATION is a Nevada domestic nonprofit corporation operating in the State of Nevada which qualifies as a charitable and/or educational organization authorized to receive grants from the county for a public purpose; and,

WHEREAS, the HISTORIC FOURTH WARD SCHOOL FOUNDATION, a 501(c)(3) nonprofit, desires to obtain a grant from Storey County in the amount of ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00) for the purpose of preserving the Fourth Ward School Building, a county owned building, and for promoting the history of the Comstock and Storey County; and,

WHEREAS, the use of the money for the purposes identified does serve a public purpose; and,

WHEREAS, the HISTORIC FOURTH WARD SCHOOL FOUNDATION does provide cultural or social activities for children, does provide displays of visual arts to members of the general public and does provide instruction and information on subjects beneficial to the community, and

WHEREAS, the Board of County Commissioners of Storey County has previously appropriated funds for the requested grant by approval of the county budget;

NOW THEREFORE IT IS HEREBY RESOLVED AS FOLLOWS;

The Board of County Commissioners of Storey County does hereby grant to the HISTORIC FOURTH WARD SCHOOL FOUNDATION, a 501(c)(3) nonprofit, a sum not to exceed ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00) to be expended for the specific purpose of preserving the Fourth Ward School Building and for promoting the history of the Comstock and Storey County.

ADOPTED this **6th** day of **JUNE 2023**.

BOARD OF COUNTY COMMISSIONERS OF STOREY COUNTY

By: _____
Julian (Jay) Carmona, Chairman

ATTEST:

Jim Hindle
Storey County Clerk/Treasurer



Board of Storey County Commissioners Agenda Action Report

Meeting date: 6/6/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 Min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval for Resolution No. 23-688 granting the Storey County Jeep Posse, a 501(c)(3) nonprofit, a sum not to exceed \$10,000.00 for the purpose of aiding and assisting all Storey County residents with search and rescue, emergency management, youth programs and other capacities.
- **Recommended motion:** I, _(commissioner), move to approve Resolution 23-688 granting the Storey County Jeep Posse, a 501(c)(3) nonprofit, a sum not to exceed \$10,000.00 for the purpose of aiding and assisting all Storey County residents with search and rescue, emergency management, youth programs and other capacities.
- **Prepared by:** Honey Menefee

Department:

Contact Number: 17758470986

- **Staff Summary:** Under NRS 244.1505 a grant of money to a nonprofit organization must be made by resolution of the Board of County Commissioners which specifies the purpose of the grant and any conditions imposed on the expenditure of the granted money. The proposed Resolution meets the requirements of the statute.
- **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

RESOLUTION NO. 23-688

RESOLUTION Authorizing Grant of Money to Storey County Jeep Posse, a 501(c)(3) nonprofit, for the purpose of aiding and assisting all Storey County residents with search and rescue, emergency management, youth programs and other capacities.

WHEREAS, NRS 244.1505 authorizes a Board of County Commissioners to grant money to a nonprofit organization created for religious, charitable, or educational purposes to be expended for an authorized purpose; and

WHEREAS, a grant to a nonprofit organization must be made by a resolution of the Board of County Commissioners which must specify the purpose of the grant and any conditions imposed upon the expenditure of the granted monies; and,

WHEREAS, an organization qualifies as an organization for charitable purposes if the sole or primary purpose of the organization is to advance a public purpose or provide services that are otherwise required to be provided by a local government and the organization is operating in this state, See NRS 372.3261; and,

WHEREAS, an organization that qualifies as an organization for charitable purposes must also meet the requirements that:

- (a) No part of the net earnings of any such organization inures to the benefit of a private shareholder, individual or entity;
- (b) The business of the organization is not conducted for profit;
- (c) No substantial part of the business of the organization is devoted to the advocacy of any political principle or the defeat or passage of any state or federal legislation;
- (d) The organization does not participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office; and,
- (e) Any property sold to the organization for which an exemption is claimed is used by the organization in this State in furtherance of the religious, charitable, or educational purposes of the organization. See NRS 372.3261(5); and,

WHEREAS, the STOREY COUNTY JEEP POSSE is a Nevada domestic nonprofit corporation operating in the State of Nevada which otherwise qualifies as a charitable organization authorized to receive grants from the County for a public purpose; and,

WHEREAS, STOREY COUNTY JEEP POSSE, a 501(c)(3) nonprofit, desires to obtain a grant from Storey County in the amount of TEN THOUSAND DOLLARS (\$10,000.00) for the purpose of aiding and assisting all Storey County residents with search and rescue, emergency management, youth programs and other capacities.

WHEREAS, the use of the money for the purposes identified does serve a public purpose; and,

WHEREAS, the Board of County Commissioners of Storey County has previously appropriated funds for the requested grant by approval of the County budget;

NOW THEREFORE IT IS HEREBY RESOLVED AS FOLLOWS;

The Board of County Commissioners of Storey County does hereby grant to STOREY COUNTY JEEP POSSE, a 501(c)(3) nonprofit, a sum not to exceed TEN THOUSAND DOLLARS (\$10,000.00) for the purpose of aiding and assisting all Storey County residents with search and rescue, emergency management, youth programs and other capacities.

ADOPTED this **6th** day of **JUNE 2023**.

BOARD OF COUNTY COMMISSIONERS OF STOREY COUNTY

By: _____
Julian (Jay) Carmona, Chairman

ATTEST:

Jim Hindle
Storey County Clerk/Treasurer



Board of Storey County Commissioners Agenda Action Report

Meeting date: 6/6/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 Min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval for Resolution No. 23-689 granting Liberty Engine Company No. 1, Inc., a 501(c)(3) nonprofit, a sum not to exceed \$10,000.00 for the purpose of preserving the Comstock Firemen's Museum, a county owned building and its historic contents.
- **Recommended motion:** I, _(commissioner), move to approve Resolution No. 23-689 granting the Liberty Engine Company No. 1 Inc., a 501(c)(3) nonprofit, a sum not to exceed \$10,000.00 for the purpose of preserving the Comstock Fireman's Museum, a county owned building and its historic contents.
- **Prepared by:** Honey Menefee

Department:

Contact Number: 17758470986

- **Staff Summary:** Under NRS 244.1505 a grant of money to a nonprofit organization must be made by resolution of the Board of County Commissioners which specifies the purpose of the grant and any conditions imposed on the expenditure of the granted money. The proposed Resolution meets the requirements of the statute.
- **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

RESOLUTION NO. 23-689

RESOLUTION Authorizing Grant of Money to LIBERTY ENGINE COMPANY NO 1, INC., a 501(c)(3) nonprofit, for the purpose of preserving the Comstock Firemen's Museum, county owned building while protecting, preserving, and displaying the original firefighting equipment of Virginia City and Storey County.

WHEREAS, NRS 244.1505 authorizes a Board of County Commissioners to grant money to a nonprofit organization created for religious, charitable, or educational purposes to be expended for an authorized purpose; and

WHEREAS, a grant to a nonprofit organization must be made by a resolution of the board of county commissioners which must specify the purpose of the grant and any conditions imposed upon the expenditure of the granted monies; and,

WHEREAS, an organization qualifies as an organization for charitable purposes if the sole or primary purpose of the organization is to advance a public purpose or provide services that are otherwise required to be provided by a local government and the organization is operating in this state, See NRS 372.3261; and,

WHEREAS, an organization that qualifies as an organization for charitable purposes must also meet the requirements that:

- (a) No part of the net earnings of any such organization inures to the benefit of a private shareholder, individual or entity;
- (b) The business of the organization is not conducted for profit;
- (c) No substantial part of the business of the organization is devoted to the advocacy of any political principle or the defeat or passage of any state or federal legislation;
- (d) The organization does not participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office; and,
- (e) Any property sold to the organization for which an exemption is claimed is used by the organization in this State in furtherance of the religious, charitable or educational purposes of the organization. See NRS 372.3261(5); and,

WHEREAS, LIBERTY ENGINE COMPANY NO 1, INC. is a Nevada domestic non-profit corporation operating in the State of Nevada which otherwise qualifies as a charitable organization authorized to receive grants from the county for a public purpose; and,

WHEREAS, LIBERTY ENGINE COMPANY NO 1, INC., a 501(c)(3) nonprofit, desires to obtain a grant from Storey County in the amount of TEN THOUSAND DOLLARS (\$10,000.00) for the purpose of preserving the Comstock Firemen's Museum, a county owned building while protecting, preserving, and displaying the original firefighting equipment of Virginia City and Storey County; and,

WHEREAS, the use of the money for the purposes identified does serve a public purpose; and,

WHEREAS, the Board of County Commissioners of Storey County has previously appropriated funds for the requested grant by approval of the county budget;

NOW THEREFORE IT IS HEREBY RESOLVED AS FOLLOWS;

The Board of County Commissioners of Storey County does hereby grant to LIBERTY ENGINE COMPANY NO 1, INC., a 501(c)(3) nonprofit, a sum not to exceed TEN THOUSAND DOLLARS (\$10,000.00) for the specific purpose of preserving the Comstock Firemen's Museum and for the purpose of protecting, preserving, and displaying the original firefighting equipment of Virginia City and Storey County.

ADOPTED this **6th** day of **JUNE 2023**.

BOARD OF COUNTY COMMISSIONERS OF STOREY COUNTY

By: _____
Julian (Jay) Carmona, Chairman

ATTEST:

Jim Hindle
Storey County Clerk/Treasurer



Board of Storey County Commissioners Agenda Action Report

Meeting date: 6/6/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 5 Min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval for Resolution No. 23-690 Veterans of Foreign Wars, Evans-Kendall Post 8071, located in Virginia City, a 501(c)(19) nonprofit, a sum not to exceed \$10,000.00 for the purpose of providing services to Veterans and the Storey County community.
- **Recommended motion:** I, _ (commissioner), move to approve Resolution No. 23-690 granting the Veterans of Foreign Wars, Evans-Kendall Post 8071, located in Virginia City, a 501(c)(19) nonprofit, a sum not to exceed \$10,000.00 for the purpose of providing services to Veterans and the Storey County community.

- **Prepared by:** Honey Menefee

Department:

Contact Number: 17758470986

- **Staff Summary:** Under NRS 244.1505 a grant of money to a nonprofit organization must be made by resolution of the Board of County Commissioners which specifies the purpose of the grant and any conditions imposed on the expenditure of the granted money. The proposed Resolution meets the requirements of the statute.
- **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

RESOLUTION NO. 23-690

RESOLUTION Authorizing Grant of Money to VETERANS OF FOREIGN WARS, EVANS-KENDALL POST 8071, a 501(c)(19) nonprofit, for the purpose of providing services to Veterans and the Storey County community.

WHEREAS, NRS 244.1505 authorizes a Board of County Commissioners to grant money to a nonprofit organization created for religious, charitable, or educational purposes to be expended for an authorized purpose; and

WHEREAS, a grant to a nonprofit organization must be made by a resolution of the board of county commissioners which must specify the purpose of the grant and any conditions imposed upon the expenditure of the granted monies; and,

WHEREAS, an organization qualifies as an organization for charitable purposes if the sole or primary purpose of the organization is to advance a public purpose or provide services that are otherwise required to be provided by a local government and the organization is operating in this state, See NRS 372.3261; and,

WHEREAS, an organization that qualifies as an organization for charitable purposes must also meet the requirements that:

- (a) No part of the net earnings of any such organization inures to the benefit of a private shareholder, individual or entity;
- (b) The business of the organization is not conducted for profit;
- (c) No substantial part of the business of the organization is devoted to the advocacy of any political principle or the defeat or passage of any state or federal legislation;
- (d) The organization does not participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office; and,
- (e) Any property sold to the organization for which an exemption is claimed is used by the organization in this State in furtherance of the religious, charitable or educational purposes of the organization. See NRS 372.3261(5); and,

WHEREAS, VETERANS OF FOREIGN WARS, EVANS-KENDALL POST 8071, is a Nevada domestic non-profit corporation operating in the State of Nevada which otherwise qualifies as a charitable organization authorized to receive grants from the county for a public purpose; and,

WHEREAS, VETERANS OF FOREIGN WARS, EVANS-KENDALL POST 8071, desires to obtain a grant from Storey County in the amount of TEN THOUSAND DOLLARS (\$10,000.00) for the purpose of providing services to Veterans and the Storey County community; and,

WHEREAS, the use of the money for the purposes identified does serve a public purpose; and,

WHEREAS, the Board of County Commissioners of Storey County has previously appropriated funds for the requested grant by approval of the county budget;

NOW THEREFORE IT IS HEREBY RESOLVED AS FOLLOWS;

The Board of County Commissioners of Storey County does hereby grant to VETERANS OF FOREIGN WARS, EVANS-KENDALL POST 8071, a 501(c)(19) nonprofit, a sum not to exceed TEN THOUSAND DOLLARS (\$10,000.00) for the specific purpose of providing services to Veterans and the Storey County community.

ADOPTED this **6th** day of **JUNE 2023**.

BOARD OF COUNTY COMMISSIONERS OF STOREY COUNTY

By: _____
Julian (Jay) Carmona, Chairman

ATTEST:

Jim Hindle
Storey County Clerk/Treasurer



Board of Storey County Commissioners Agenda Action Report

Meeting date: 6/6/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of expenditure not to exceed \$14,400 to the Nevada Division of Water Resources for the assessed value of taxable property situated within the confines of the Groundwater Basin located in Storey County for FY2023/24 pursuant to NRS 534.040.
- **Recommended motion:** I (commissioner) motion to approve expenditure not to exceed \$14,400 to the Nevada Division of Water Resources for the assessed value of taxable property situated within the confines of the Groundwater Basin located in Storey County for FY2023/24 pursuant to NRS 534.040.
- **Prepared by:** Austin Osborne

Department:

Contact Number: 775.847.0968

- **Staff Summary:** Pursuant to NRS 534.040.2, if the assessment is less than the cost of collection, the County Commissioners may exempt the property owner from assessment and appropriate money from the general fund of the county to pay the cost of assessment. The State's estimated assessment and other information is contained in the enclosed March 15, 2023, letter.
- **Supporting Materials:** See attached
- **Fiscal Impact:** \$14,400
- **Legal review required:** TRUE
- **Reviewed by:**

____ Department Head

Department Name:

____ County Manager

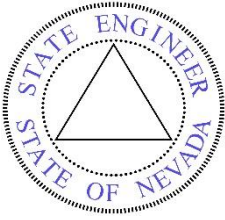
Other Agency Review: _____

- **Board Action:**

☐ Approved

☐ Approved with Modification

<input type="checkbox"/> Denied	<input type="checkbox"/> Continued
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Nevada Division of
WATER RESOURCES

STATE OF NEVADA
Department of Conservation and Natural Resources

Joe Lombardo, *Governor*
James A. Settelmeyer, *Director*
Adam Sullivan, P.E., *State Engineer*

March 15, 2023

Board of Commissioners
Storey County
P.O. Box 176
Virginia City, NV 89440-0176
Certified Mail: 9171 9690 0935 0253 1372 39

Ladies and Gentlemen:

Pursuant to the provisions of NRS 534.040(2), it is respectfully requested that you levy a special assessment on all taxable property situated within the confines of the Groundwater Basins located within Storey County, for the Fiscal Year July 1, 2023, to June 30, 2024. Pursuant to NRS 534.040(2) If the assessment is less than the cost of collection, the County Commissioners may exempt the property owner from assessment and appropriate money from the general fund of the county to pay the cost of assessment.

Please see the list below that pertains to all Basins within Storey County that require this special assessment. This assessment is charged as an All Taxable Parcel (AP):

Basin Name (Basin #)	Total Assessed
Tracy Segment (083)	\$12,000.00
Dayton Valley (103)	\$2,400.00
Total	\$14,400.00

The amount of \$14,400.00 will be required for the payment of necessary expenses for supervision of the groundwater basins listed above, which includes but is not limited to: special studies, water level measurements, crop/pumpage inventories, field investigations, aquifer tests, well driller inspections, intent to drill card and well log review, associated data collection and management.

Storey County, Board of Commissioners

March 15, 2023

Page 2

We are enclosing a certificate to be signed and returned indicating that the assessment rates necessary to support the proposed budget have been acted on by the County Commission and that the amount has been certified to the Assessor.

Sincerely,

A handwritten signature in blue ink, appearing to read "Adam Sullivan P.E.", with a stylized flourish at the end.

Adam Sullivan, P.E.

State Engineer

AS/sl

Enclosure

cc: Jana Seddon jseddon@storeycounty.org

Jim Hindle clerk@storeycounty.org

Adam Sullivan, P.E., State Engineer
Division of Water Resources
901 S. Stewart Street, Suite 2002
Carson City, Nevada 89701

Dear Mr. Sullivan:

I hereby certify that the State Engineer's budget for payment of necessary expenses for the supervision over the waters of the Storey County Groundwater Basins for the Fiscal Year July 1, 2023, to June 30, 2024, in the amount of Fourteen Thousand Four Hundred Dollars (\$14,400.00), has been received by Storey County in accordance with the provisions of NRS 534.040.

The assessment rate necessary to support the proposed budget was acted upon by the BOARD OF SUPERVISORS OF STOREY COUNTY on the _____ day of _____, 20____, and the amount contained therein was certified to the ASSESSOR OF STOREY COUNTY.

Respectfully submitted,

COUNTY CLERK



Board of Storey County Commissioners

Agenda Action Report

Meeting date: 6/6/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of approximately 5-year lease between Storey County and the Nevada State Department of Public Safety (Nevada Highway Patrol) for use of existing office space of approximately 400 square-feet, and future Sheriff's Office substation area as provided for by the Sheriff, for an amount of \$0.00 but with certain cost reimbursements, located at the Storey County Government Complex at 1705 Peru Drive, McCarran, Storey County, Nevada.
- **Recommended motion:** I (county commissioner) motion to approve an approximately 5-year lease between Storey County and the Nevada State Department of Public Safety (Nevada Highway Patrol) for use of existing office space of approximately 400 square-feet, and future Sheriff's Office substation area as provided for by the Sheriff, for an amount of \$0.00 but with certain cost reimbursements, located at the Storey County Government Complex at 1705 Peru Drive, McCarran, Storey County, Nevada.
- **Prepared by:** Austin Osborne

Department:

Contact Number: 775.847.0968

- **Staff Summary:** This is an extension and modification of an existing lease between the county and the Nevada Highway Patrol for use of certain unoccupied office spaces at McCarran public service building at TRI-Center. The lease facilitates law enforcement presence at the Tahoe-Reno Industrial Center where it is needed, and for the benefit of area businesses and property owners.
- **Supporting Materials:** See attached
- **Fiscal Impact:** None
- **Legal review required:** TRUE
- **Reviewed by:**

_____ Department Head

Department Name:

_____ County Manager

Other Agency Review: _____

- **Board Action:**

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

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), prepared this 20th day of April, 2023, by and between STOREY COUNTY, hereinafter referred to as LESSOR, and STATE OF NEVADA, DEPARTMENT OF ADMINISTRATION, PUBLIC WORKS DIVISION, BUILDINGS AND GROUNDS, hereinafter referred to as LESSEE, for and on behalf of the DEPARTMENT OF PUBLIC SAFETY, NEVADA HIGHWAY PATROL, hereinafter referred to as TENANT (hereinafter collectively known as "the Parties").

W I T N E S S E T H:

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

393 usable square feet of office space, (the "Demised Premises") located at 1705 Peru Drive, Sparks, Nevada 89434. Refer to **EXHIBIT "A"**, attached hereto and incorporated herein. After the completion of the 75 Sherri's office substation, tenant will vacate space shown in **Exhibit "A"** and co-occupy the space in the substation as determined appropriate by the Sheriff.

ONE. TERM OF LEASE. Subject to Section Thirty-Three below, LESSOR hereby leases unto LESSEE and LESSEE agrees to lease from LESSOR, property as described above, effective upon approval of the Nevada Board of Examiners, commencing July 1, 2023, and terminating on June 30, 2028.



1.1 Lack of Funding. Not Applicable, ZERO-Dollar lease See Section Eleven below.

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

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

THREE. UTILITIES AND SERVICES.

3.1 Utilities and Services Provided by LESSOR. Lessor, at LESSOR'S sole cost and expense, shall provide the Demised Premises with utilities and services necessary to sustain a comfortable professional office environment.

3.2 Utilities and Services Provided and Paid by TENANT. Utilities include water, sewer, power, and gas, but not the cost of telecommunications, phone, internet, and broadband.

a) TELEPHONE/DATA. TENANT shall provide state-owned telephone and computer/data equipment and pay Industrial Standard user fees for telephone/data services.

b) JANITORIAL SERVICES. TENANT shall provide janitorial services for the Demised Premises. To include a once per week general cleaning of the Station 75 south restrooms, sweeping and mopping of the hallway floors between the occupied offices by Tenant and the restrooms. Lessor to provide and maintain paper towels, soap, and toilet paper.

3.3 Hours of Operation. TENANT shall have access to the Demised Premise and the Shared Space twenty-four hours a day 365 days a year as necessary to carry out its operations.



3.4 Building Access. LESSOR shall provide TENANT with access control cards, alarm codes, and building keys for TENANT employees' access to the Demised Premises and Shared Space. TENANT shall be responsible for safeguarding all LESSOR access control, cards, alarm codes, and building keys ensuring that only authorized employees have building access.

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

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

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

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



negotiate and arrange alterations, additions, or improvements in and to the Demised Premises by the LESSOR.

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

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

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

SEVEN. INDEMNIFICATION. To the extent of the liability limitation set forth in NRS Chapter 41, the LESSEE/TENANT hereby agrees to indemnify and hold harmless LESSOR, its successor, assigns, agents and employees from all claims, damages, losses and



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

EIGHT. WAIVER OF SUBROGATION. LESSOR and LESSEE or TENANT hereby waive any rights each may have against the other for loss or damage to its property or property in which it may have an interest where such loss is caused by a peril of the type generally covered by all risk property insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Lease, and each party waives any right of subrogation regarding such property damage or losses, that it might otherwise have against the other party, any additional designated insured and any other tenant in the building. The



Parties agree to cause their respective insurance companies insuring the Demised Premises or insuring their property on or in the Demised Premises to execute a waiver of any such rights of subrogation or, if so provided in the insurance contract, to give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

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

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

ELEVEN. TERMINATION. This Lease may be terminated by mutual consent of both parties or unilaterally by either party without cause, provided that a termination shall not be effective until ninety (90) days after a party has serviced written notice upon



the other party. The parties expressly agree that this Lease shall be terminated immediately if for any reason State and/or Federal funding ability to satisfy this Lease is withdrawn, limited, or impaired.

TWELVE. HOLDOVER TENANCY. If TENANT holds possession of the Demised Premises after the expiration of this Lease or if written notice of intent to renew for any option period herein is not provided as specified, this Lease shall become a month-to-month lease on the terms herein specified. The monthly rent for each month shall be in an amount equal to the monthly rental immediately preceding the Expiration Date.

THIRTEEN. OPTION TO RENEW. LESSEE shall have the option to renew this Lease by giving written notice of intention to renew at least ninety (90) days prior to expiration of the Lease Term or any renewal period hereunder. Receipt of which shall be acknowledged by LESSOR in writing. The exercise of the option shall, however, not be effective nor binding on the PARTIES hereto, unless and until the same has been approved by the Nevada Board of Examiners, which may occur after the required prior written notice.

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

FIFTEEN. NOTICES. All notices under this Lease shall be in writing and delivered in person or sent by certified mail, return receipt requested, to LESSOR or jointly to both LESSEE and TENANT



at their respective addresses set forth below or to such other address as may hereafter be designated by either party in writing:

LESSOR

Storey County
PO Box 176
Virginia City, Nevada 89440
Telephone: (775) 847-0968
Email: aosborne@storeycounty.org

LESSEE

State of Nevada
Department of Administration
Public Works Division
Attention: Leasing Services
515 East Musser Street, Suite 102
Carson City, Nevada 89701
Telephone: (775) 684-1815
Email: LeasingServices@admin.nv.gov

TENANT

Department of Public Safety
Attn: Contract Manager
555 Wright Way
Carson City, Nevada 89711
Telephone: (775) 684-4698
Email: rvelasquez@dps.state.nv.gov

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



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

EIGHTEEN. PARKING. LESSOR shall provide TENANT, TWO (2) reserved parking spaces for marked patrol vehicles and privately owned employee vehicles as necessary for use by employees assigned to work at the Premises, at no cost to the TENANT.

NINETEEN. PRIOR TERMINATION. This Lease may be terminated prior to the terms set forth herein above if for any condemnation, casualty or force majeure event, the purpose of this agreement is substantially impaired or obstructed by any event, occurrence or circumstance outside the control of LESSOR, LESSEE, or TENANT, including any governmental condemnation, without prejudice or penalty to any party hereto and without such event, occurrence or circumstance being defined, and interpreted or construed as breach or default on the part of any party.

TWENTY. PRIOR APPROVAL OF THE NEVADA STATE BOARD OF EXAMINERS. This Lease is contingent upon prior approval by the Nevada State Board of Examiners and is not binding upon the Parties hereto or effective until such approvals.



TWENTY-ONE. COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

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

LESSOR

STOREY COUNTY

By _____
Austin Osborne
County Manager

Date _____

**Reviewed as to form and
compliance with law only:**

AARON D. FORD
ATTORNEY GENERAL

By _____
Susan K. Stewart
Deputy Attorney General

Date _____

Approved by:

BOARD OF EXAMINERS

By _____
Amy Stephenson
Clerk of the Board

Date _____

LESSEE

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PUBLIC WORKS DIVISION

By _____
Kent A. LeFevre
Administrator

Date _____

TENANT

DEPARTMENT OF PUBLIC SAFETY

By _____
George Togliatti
Director

Date _____

DEPARTMENT OF PUBLIC SAFETY
NEVAD HIGHWAY PATROL

By _____
Patrick J. Conmay
Chief

Date _____



AVAILABLE OFFICES

No.

Yes until the SO and DPS occupy the new SO substation.

Yes until the SO and DPS occupy the new SO substation.

OCCUPIED OFFICE

OFFICE 2
168 SQ. FT.

OCCUPIED OFFICE

FOYER

LOCKER ROOM

HALL

COUNTY STORAGE SPACE

OFFICE 1
225 SQ. FT.


1/8" = 1'-0"

REVISIONS

PORTION OF STOREY COUNTY McCARRAN
GOVERNMENT CENTER FLOOR PLAN

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

DATE 12/01/18
SCALE 1/8"
DRAWN MGN
SHEET 1 OF 1

	Board of Storey County Commissioners Agenda Action Report	
Meeting date: 6/6/2023 10:00 AM - BOCC Meeting	Estimate of Time Required: 30 min.	
Agenda Item Type: Discussion/Possible Action		

- **Title:** Discussion, consideration, and general direction to staff per Commissioner Mitchell's request to consider decreasing certain base business license fees and home-based business license fees countywide.
- **Recommended motion:** Possible motions included in Enclosure A of this agenda item.
- **Prepared by:** Austin Osborne

Department: **Contact Number:** 775.847.0968

- **Staff Summary:** In 2022 Commissioner Mitchell requested that the board engage in a public workshop to discuss the potential merits and challenges of reducing certain fees for in-county base general business licenses and for in-county general home-based business licenses. The scope does not include business license fees related to employee counts, building square-footage, business license applications, privilege businesses and other special license fees, and out-of-county businesses.
- **Supporting Materials:** See attached
- **Fiscal Impact:** Per Comptroller at Meeting
- **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

Agenda Request

Enclosure A

Potential Motions

POSSIBLE MOTION:

I (commissioner) motion to direct staff to commence a business impact statement and draft amendments to Storey County Code Title 5 Business Licenses reducing in-county base business license fees as follows (choose one or more groups and/or subgroups) for further board consideration as appropriate, and other related matters.

Motion Group 1

General/Regular License (County)	From \$75	To \$	Per Year
General/Regular License (Sheriff)	From \$75	To \$	Per Year

Motion Group 2

Home-Based (County)	From \$100	To \$	Per Year
Home-Based (Sheriff)	From \$100	To \$	Per Year

Motion Group 3

Contractor/Profess.	From \$100	To \$	Per Year
Transportation	From \$100	To \$	Per Year
Pawn Shops	From \$250	To \$	Per Year
Mining/Excavation	From \$475	To \$	Per Year
Other Category	From \$ per category	To \$	Per category

Notes:

- In-county businesses and base/regular business license fees only.
- Motion Option 3 corresponds with SCC 05.04.200(C), except Sheriff's Office.
- This motion does not include Special Events Licenses.

5.04.190 - Increase or decrease of fees by resolution.

All fees established hereinafter in this chapter may be established, increased or decreased from time to time by resolution of the board of county commissioners.

(Ord. 196, 2005)

5.04.200 - Fees and exemptions from fees.

- A. Except for nonprofit organizations, upon application for a new business license, the applicant shall pay a nonrefundable twenty-five dollar application fee to cover the costs of the review and processing of the application.
- B. Every person, firm, association, or corporation required by this chapter to take out and pay for a license, shall take out and pay for a license for each of the kinds of businesses enumerated in this article, and for each separate class of business or trade enumerated herein, and for each place where such business is carried on.
- C. Unless otherwise provided, the following periodic fees are imposed on the following kinds of business licenses:

General license	\$ 75.00 per year
Independent contractors, professionals	100.00 per year
Out-of-county businesses, contractors	75.00 per year
Home businesses	100.00 per year
Nonprofit	0 per year
Escort	\$250.00 per year
Massages, therapeutic services	135.00 per year
Subdivision sales	475.00 per year
Transportation companies	100.00 per year
Pawn shops	250.00 per year

Mining, excavation, earth-moving/processing companies	475.00 per year
---	-----------------

- D. Unless otherwise provided, the following fees are imposed on the following kinds of business licenses in addition to any other fees specified:

Commercial units, apartments, storage units, RV and MH spaces, pay parking lot spaces	\$ 2.00 per unit annually
Per gaming machine	30.00 per quarter
Per gaming table	150.00 per quarter
Alarm companies	10.00 per alarm per quarter
Special events five-day permit (excluding liquor)	25.00 per vendor

- E. Unless otherwise provided, the following fees for entertainment are imposed on the following kinds of business licenses and are exempt from any other fee schedules or the business licenses specified in this chapter.

1. Brothels and houses of ill fame shall be established pursuant to Storey County Code Chapter 5.16.2. Cabarets or other places of live entertainment on the premises one hundred fifty dollars per year.
3. Fortunetellers, astrologer, clairvoyant, medium, palmist, phrenologist, or others who profess to foresee the future, seven hundred dollars per year; fortunetelling licenses shall be approved at the sole discretion of the board of county commissioners. Any employee in an establishment licensed under this section shall be subject to work permit requirements as provided in Storey County Code Section 5.08.020(G).

(Ord. 203 (part), 2006; Ord. 179 § 1(part), 2002; Ord. 161 § 2(part), 1999)

5.04.210 - Liquor establishment license fees and regulations.

- A. The county liquor board imposes the following controls, licenses and fees.

1. These fees shall be in addition to any other fees in this article and in Title 5.
2. Fees:
 - a. Off-sale: \$100.00 per year
 - b. On sale. On-sale saloon license, which includes the right to sell beer, wine and liquor off-sale, five hundred dollars per year. An additional fee of fifty dollars shall be charged for a bar as defined in Section 5.12.100.
- B. No liquor shall be dispensed or sold in any place where, in the judgment of the liquor board, such distribution or sale creates a public nuisance.
- C. No liquor shall be dispensed or sold to minors, and minors shall not be allowed to loiter in or about a saloon unless accompanied by their parents, or unless they are in a bona fide food-service area.
- D. The liquor board, at any time may impose a moratorium on liquor licenses for good cause shown within the city of Virginia City. Such moratorium shall not affect applications pending at the time it is imposed.

(Ord. 161 § 2(part), 1999)

5.04.220 - Square footage fees.

- A. The following additional fees shall be assessed on the total square footage of each business:

0-1,999	\$ 15.00
2K-2,999	31.00
3K-4,999	63.00
5K-7,499	94.00
7.5K-9,999	125.00
10K-24,999	188.00
25K-100K	250.00
100K-500K	500.00
500K+	1000.00

- B. The fees imposed by this section do not apply to special events, home occupation businesses, independent contractors and out-of-county contractors.

(Ord. 161 § 2(part), 1999)

5.04.230 - Fees for employees.

- A. The following additional fees shall be assessed based on the average number of full time equivalent employees who may reasonably be anticipated to be employed during the license period including the proprietor:

1-5	\$ 25.00	
6-10	40.00	
11-25	75.00	
26-50	125.00	
Over 50	125.00	+ 2.00 each

- B. For contractors the fees imposed pursuant to this section shall include only those who support the contracting business and does not include seasonal construction.
- C. The fees imposed by this section do not apply to contract office businesses, home occupation businesses, independent contractors, special events and out-of-county businesses.

(Ord. 161 § 2(part), 1999)

Code of Ordinances



Storey County, Nevada - Cod... / Title 5 - BUSINESS LICENS... / Chapter 5.12 - SALE OF AL... / ARTICLE II. - TYPES OF LIC...

Storey County, NV
Code of Ordinances

STOREY COUNTY, NEVADA MUNICIPAL CODE

SUPPLEMENT HISTORY TABLE

- Title 1 - GENERAL PROVISIONS
- Title 2 - ADMINISTRATION AND PERSONNEL
- Title 3 - REVENUE AND FINANCE
- ✓ Title 5 - BUSINESS LICENSES AND REGULATIONS
 - Chapter 5.04 - BUSINESS LICENSES
 - Chapter 5.05 - FICTITIOUS BUSINESS NAMES
 - ✓ Chapter 5.08 - REGULATION OF PERSONNEL AND EMPLOYEES IN CONTACT WITH THE PUBLIC
 - 5.08.010 - Policy.
 - 5.08.020 - Work permit.
 - 5.08.030 - Work permit registration requirements.
 - 5.08.040 - Work permit investigation.
 - 5.08.050 - Terms for permanent/renewal work permit.
 - 5.08.060 - Work permit—Fees.
 - 5.08.070 - Temporary work permit.
 - 5.08.080 - Work permit—Possession.
 - 5.08.090 - Gunfighter permit—Possession/rules.
 - 5.08.100 - Health document requirements.

Code of Ordinances

5.08.110 - Change of place of employment.

5.08.120 - Violation—Employees—Effect on registration and work permit.

5.08.130 - Appeals.

5.08.140 - Violations—Criminal penalty.

▼ Chapter 5.10 - CANNABIS ESTABLISHMENT LICENSING

5.10.010 - Cannabis establishments—Purpose, regulation and licensing.

5.10.020 - Cannabis establishment license required.

5.10.030 - Application requirements.

5.10.040 - Approval or denial of license by board.

5.10.050 - Fees.

5.10.060 - Renewal of business license.

5.10.070 - No county liability, indemnification.

▼ Chapter 5.12 - SALE OF ALCOHOLIC BEVERAGES

▼ ARTICLE I. - LICENSING PROCEDURES

5.12.010 - Application—Accompanying data.

5.12.020 - Application—Form.

5.12.030 - Application—Investigation period.

5.12.040 - Transferability of license.

5.12.050 - Abandonment of license.

5.12.060 - Location of establishments limited.

5.12.070 - Hours of sale.

5.12.080 - Minors—Employment and service prohibitions.

▼ ARTICLE II. - TYPES OF LICENSES

5.12.090 - Regular license—Conditions.

5.12.100 - Service bar license.

Code of Ordinances 5.12.110 - Special events license.

5.12.120 - Amended license.

5.12.130 - Temporary license.

5.12.140 - Supplemental license.

5.12.150 - Supper club or dinner house license.

5.12.160 - Off-sale license.

➤ ARTICLE III. - VIOLATION PENALTY

➤ Chapter 5.16 - BROTHELS

➤ Chapter 5.20 - SOLICITORS AND CANVASSERS

➤ Chapter 5.24 - TOPLESS SHOWS AND X-RATED MOVIES

➤ Chapter 5.28 - PAWNBROKERS

➤ Title 6 - ANIMALS

➤ TITLE 8 - HEALTH AND SAFETY

➤ TITLE 9 - PUBLIC PEACE, MORALS AND WELFARE

➤ Title 10 - VEHICLES AND TRAFFIC

➤ Title 12 - STREETS, SIDEWALKS AND PUBLIC PLACES

➤ TITLE 13 - PUBLIC SERVICES

➤ Title 15 - BUILDINGS AND CONSTRUCTION

➤ Title 16 - SUBDIVISIONS

➤ Title 16A - SUBDIVISION INTERIM DEVELOPMENT REGULATIONS

➤ Title 17 - ZONING ORDINANCE

➤ Title 17A - LIMITING MASTER PLAN AMENDMENTS FOR AND APPROVALS OF PLANNED UNIT DEVELOPMENT

STATUTORY REFERENCES FOR NEVADA COUNTIES

RESOLUTION LIST AND DISPOSITION TABLE

Code of Ordinances

ORDINANCE LIST AND DISPOSITION TABLE

CODE COMPARATIVE TABLE AND DISPOSITION LIST

< 5.10.070 - No county liability, indemnification.

Chapter 5.16 - BROTHELS >

Chapter 5.12 - SALE OF ALCOHOLIC BEVERAGES

:

Sections

ARTICLE I. - LICENSING PROCEDURES

:

5.12.010 - Application—Accompanying data.

:

All new applicants for a liquor license, authorizing the sale of all alcoholic beverages on or off the premises, within the county, shall provide the county liquor license board with the following:

- A. Proof of financial standing to warrant an expected satisfactory and profitable business operation;
- B. A complete background as to the applicant's criminal record and experience in the saloon or liquor vending business;
- C. A one thousand dollar nonrefundable investigative fee, unless otherwise specific in this chapter, with the annual fee as set forth in [Chapter 5.04](#) of this title.
- D. An authorization to conduct an investigation into the applicant's criminal history and an authorization signed by the applicant for the submission of the applicant's fingerprints to the Federal Bureau of Investigations for a National Background check. The licensing authority shall fingerprint the applicant and shall submit a complete set of the applicant's fingerprints, in accordance with the applicant's authorization, to the Central Repository for Nevada records of criminal history and to the Federal Bureau of Investigations as authorized by NRS 239B.010(1)(a).

(Ord. 83 § 1, 1983)

(Ord. No. 08-215, § 1, 9-2-2008)

5.12.020 - Application—Form.

:

- A. All applications shall be on forms as provided by the county liquor board and sheriff's department and all information of a personal nature shall be kept confidential.

Code of Ordinances

B. Separate applications shall be provided for each type of license requested.

C. No separate beer and wine license shall be issued, but off-sale liquor licenses may be issued as provided by ordinance.

(Ord. 83 § 9, 1983)

5.12.030 - Application—Investigation period.

⋮

A. Application for a new license may be submitted and considered for first reading following a thirty-day investigative period. Additional investigative time may be taken by the licensing authorities, if required.

B. New applicants may not operate until all inspections are completed and licenses approved.

(Ord. 83 § 3, 1983)

5.12.040 - Transferability of license.

⋮

Liquor licenses are not transferable except as provided in Article II of this chapter.

(Ord. 83 § 5, 1983)

5.12.050 - Abandonment of license.

⋮

A. A liquor licensee shall be deemed to have abandoned his liquor license if he fails to have his establishment open for business for a continuous period of six months during any one fiscal year.

B. Abandonment shall not occur until notice and hearing by the liquor board, and the licensee has the opportunity to be heard.

C. No license shall be deemed abandoned if the closure was beyond the control of the licensee.

D. No new license shall be issued when the licensee abandons his liquor license until a period of one year from the date the liquor board declares the license abandoned.

(Ord. 83 § 4, 1983)

5.12.060 - Location of establishments limited.

⋮

Issuance of regular full licenses shall be limited to C Street in Virginia City, and Gold Hill's Main Street, in those communities, except by special application to the liquor board.

(Ord. 83 § 6, 1983)

5.12.070 - Hours of sale.

⋮

Liquor may be sold by a licensee, twenty-four hours a day, seven days a week.

(Ord. 83 § 7, 1983)
Code of Ordinances

5.12.080 - Minors—Employment and service prohibitions.

⋮

The employment of or service to persons under the age of twenty-one years, in the sale and disposition of alcoholic beverages is prohibited.

(Ord. 83 § 8, 1983)

ARTICLE II. - TYPES OF LICENSES

⋮

5.12.090 - Regular license—Conditions.

⋮

- A. Each licensee shall be required to have a regular license issued by the county, subject to the following conditions:
 - 1. Only one contiguous location in a building for each bar license;
 - 2. Bar designed for full service to individual customers and/or service bar;
 - 3. Additional bars in the same location require additional licenses. No investigative fee or detailed application is required;
- B. A regular liquor license is required before any application for any other type of liquor license may be submitted, except temporary liquor licenses or off-sale liquor licenses.

(Ord. 83 § 2A, 1983)

5.12.100 - Service bar license.

⋮

A service bar liquor license may be issued under the following conditions:

- A. Regular liquor license required;
- B. Service for additional area, such as dining area;
- C. Service only to employees for delivery to customers;
- D. No sitdown and additional service at service bar;
- E. Service bar must be in the same premises as the regular liquor license;
- F. Payment of additional annual license fee.

(Ord. 83 § 2B, 1983)

5.12.110 - Special events license.

⋮

Excluding charitable or nonprofit events, a special events liquor license may be issued subject to the following conditions:

Code of Ordinances

A. Regular liquor license required;

B. To be issued for the purpose of a portable bar for customers and/or employee service for holidays and special occasions only, within the same building or in another location upon approval of the liquor board;

C. Valid for a period of three days only;

D. Payment of additional fee of ten dollars.

(Ord. 83 § 2C, 1983)

5.12.120 - Amended license.

⋮

An amended liquor license is one issued after an application is made for the purpose of modifying and amending the person or legal entity who or which holds an existing liquor license subject to the following conditions:

A. Findings of acceptability of new applicants;

B. Payment of nonrefundable investigative fee of five hundred dollars per applicant;

C. Only the following persons or entities are entitled to apply for amended liquor licenses:

1. Addition of new partners or change of corporate officers or directors of licensee,
2. Where new applicant is a member or members of the immediate family of a licensee who cannot continue operating the business due to death, incompetency, retirement or other similar disability of present licensee;
3. Definition of "immediate family" of a licensee, shall be one or more of the following: surviving spouse, son, daughter, mother or father,
4. Transfer is not to exceed fifty percent ownership.

(Ord. 83 § 2D, 1983)

5.12.130 - Temporary license.

⋮

A temporary liquor license may be issued for the purpose of continuing an existing business during the period in which a liquor license application has been made, and prior to its approval or disapproval. No additional fee shall be required.

(Ord. 83 § 2E, 1983)

5.12.140 - Supplemental license.

⋮

- A. Any licensee may apply for a supplemental liquor license for an additional full bar to be operated in the same building in conjunction with another full bar license. No investigation fee or detailed application shall be required.

Code of Ordinances
B. Payment of an additional annual regular license fee is required.
(Ord. 83 § 2F, 1983)

5.12.150 - Supper club or dinner house license. ⋮

A regular liquor license may be issued to an applicant where the primary purpose of the business is the operation of a supper club or dinner house upon application and payment of required fees. The determination of the nature of the business and necessity for the liquor license in conjunction therewith, shall be made after a hearing set by the county liquor board.

(Ord. 83 § 2G, 1983)

5.12.160 - Off-sale license. ⋮

An off-sale liquor license may be issued upon application provided:

- A. An investigative fee is paid as required by this chapter;
- B. An application is made and the fee required by [Chapter 5.04](#) of this title is paid;
- C. The off-sale liquor shall not be consumed on the premises of licensee.

(Ord. 83 § 2H, 1983)

ARTICLE III. - VIOLATION PENALTY ⋮

5.12.170 - Misdemeanor. ⋮

A violation of any provision of this chapter is a misdemeanor.

(Ord. 83 § 11, 1983)

(Ord. No. 13-249, § 1, 10-1-2013)

< 5.10.070 - No county liability, indemnification.

Chapter 5.16 - BROTHELS >

Code of Ordinances



Storey County, Nevada - Code of Ordinances / TITLE 5 - BUSINESS LICENSES AND REGULATIONS / Chapter 5.28 - PAWNBROKERS

Storey County, NV
Code of Ordinances

STOREY COUNTY, NEVADA MUNICIPAL CODE

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 - 5.08.090 - Gunfighter permit—Possession/rules.
 - 5.08.100 - Health document requirements.

Code of Ordinances

5.08.110 - Change of place of employment.

5.08.120 - Violation—Employees—Effect on registration and work permit.

5.08.130 - Appeals.

5.08.140 - Violations—Criminal penalty.

✓ Chapter 5.10 - CANNABIS ESTABLISHMENT LICENSING

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5.10.020 - Cannabis establishment license required.

5.10.030 - Application requirements.

5.10.040 - Approval or denial of license by board.

5.10.050 - Fees.

5.10.060 - Renewal of business license.

5.10.070 - No county liability, indemnification.

✓ Chapter 5.12 - SALE OF ALCOHOLIC BEVERAGES

✓ ARTICLE I. - LICENSING PROCEDURES

5.12.010 - Application—Accompanying data.

5.12.020 - Application—Form.

5.12.030 - Application—Investigation period.

5.12.040 - Transferability of license.

5.12.050 - Abandonment of license.

5.12.060 - Location of establishments limited.

5.12.070 - Hours of sale.

5.12.080 - Minors—Employment and service prohibitions.

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5.12.090 - Regular license—Conditions.

5.12.100 - Service bar license.

Code of Ordinances 5.12.110 - Special events license.

5.12.120 - Amended license.

5.12.130 - Temporary license.

5.12.140 - Supplemental license.

5.12.150 - Supper club or dinner house license.

5.12.160 - Off-sale license.

➤ ARTICLE III. - VIOLATION PENALTY

▼ Chapter 5.16 - BROTHELS

5.16.010 - Declaration of public policy on privilege permit business.

5.16.020 - Definitions.

5.16.030 - Prostitution permitted.

5.16.040 - Powers of the licensing board.

5.16.050 - License application—Filing and investigation.

5.16.060 - License applications—Contents.

5.16.070 - Restrictions on licensing.

5.16.080 - Unsuitable locations and buildings.

5.16.090 - Investigation of applicant—Board action.

5.16.100 - Issuance of license and automatic renewal.

5.16.110 - License denial.

5.16.120 - License nontransferable—Death, disability or insolvency of licensee.

5.16.130 - License fees, penalties for non-payment.

5.16.140 - Compliance inspections for brothels—Implied consent.

5.16.170 - License renewal with taxes in arrears.

5.16.180 - License revocation or suspension.

5.16.190 - License revocation procedure—Hearing—Notice.

Code of Ordinances

5.16.200 - Exception to hearing procedure (emergency suspension of license).

5.16.210 - Health examinations.

5.16.220 - Work card registration required.

5.16.230 - Violations by employee—Effect on registration and work card.

5.16.240 - Violations—Criminal penalty.

➤ Chapter 5.20 - SOLICITORS AND CANVASSERS

➤ Chapter 5.24 - TOPLESS SHOWS AND X-RATED MOVIES

▼ Chapter 5.28 - PAWNBROKERS

5.28.010 - Bond requirements.

➤ Title 6 - ANIMALS

➤ TITLE 8 - HEALTH AND SAFETY

➤ TITLE 9 - PUBLIC PEACE, MORALS AND WELFARE

➤ Title 10 - VEHICLES AND TRAFFIC

➤ Title 12 - STREETS, SIDEWALKS AND PUBLIC PLACES

➤ TITLE 13 - PUBLIC SERVICES

➤ Title 15 - BUILDINGS AND CONSTRUCTION

➤ Title 16 - SUBDIVISIONS

➤ Title 16A - SUBDIVISION INTERIM DEVELOPMENT REGULATIONS

➤ Title 17 - ZONING ORDINANCE

➤ Title 17A - LIMITING MASTER PLAN AMENDMENTS FOR AND APPROVALS OF PLANNED UNIT DEVELOPMENT

STATUTORY REFERENCES FOR NEVADA COUNTIES

RESOLUTION LIST AND DISPOSITION TABLE

ORDINANCE LIST AND DISPOSITION TABLE

CODE COMPARATIVE TABLE AND DISPOSITION LIST

Chapter 5.28 - PAWNBROKERS

:

Sections

5.28.010 - Bond requirements.

:

Every person, partnership or corporation applying for a license as a pawnbroker shall, before receiving such license, execute a bond to the town of Virginia City, the town of Gold Hill, or Storey County, as the case may be, with two or more sufficient sureties, to be approved by the board, or furnish a surety company bond as provided by state law, in the penal sum of five hundred dollars, conditioned for the faithful compliance with the laws of the state, and the ordinances of the town of Virginia City, the town of Gold Hill, or Storey County.

(Ord. 53 § 13, 1972)



Board of Storey County Commissioners Agenda Action Report

Meeting date: 6/6/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of letter to the Governor's Office of Economic Development supporting the continuation of Northern Nevada Development Authority (NNDA) being one of the county's official Economic Development Authorities.
- **Recommended motion:** I (commissioner) motion to approve and sign the enclosed letter to the Governor's Office of Economic Development supporting the continuation of Northern Nevada Development Authority (NNDA) being one of the county's official Economic Development Authorities.
- **Prepared by:** Austin Osborne

Department:

Contact Number: 775.847.0968

- **Staff Summary:** Storey County is currently provided prospective company leads, new company siting and due diligence services, workforce development, and other economic development services through its two Nevada Regional Development Authorities, Northern Nevada Development Authority and Economic Development Authority of Western Nevada. Both RDAs have official jurisdiction for such services throughout Storey County.
- **Supporting Materials:** See attached
- **Fiscal Impact:** None
- **Legal review required:** TRUE
- **Reviewed by:**

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

- **Board Action:**

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



STOREY COUNTY COMMISSIONERS' OFFICE

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

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

Austin Osborne, County Manager

June 6, 2023

Mr. Tom Burns
Executive Director
Nevada Governor's Office of Economic Development
808 W. Nye Lane
Carson City, Nevada 89703

RE: Northern Nevada Development Authority Letter of Support - Storey County

Dear Mr. Burns:

Please accept this letter expressing Storey County's support for Northern Nevada Development Authority (NNDA) as one of the county's two Regional Development Authorities.

NNDA has been Storey County's economic development partner for over 40 years. The organization plays a vital role in the development and support of the economic ecosystem in Storey County and the Sierra Region.

NNDA's persistent approach to economic development caused several world-renown technology and energy development companies to relocate to Storey County. The ongoing support to these companies demonstrated by NNDA will also ensure their success in providing high-paying sustainable careers for northern Nevada families into the foreseeable future.

The strong and focused team, and stellar leadership at NNDA has made it an essential force for economic growth and sustainability in the region.

Storey County looks forward to its continued relationship with NNDA.

Respectfully,

Jay Carmona
Commission Chair

Clay Mitchell
Commission Vice-Chair

Lance Gilman
Commissioner

C.c.: Honorable Governor Lombardo
NNDA Executive Director Jeff Sutich



Board of Storey County Commissioners Agenda Action Report

Meeting date: 6/6/2023 10:00 AM -
BOCC Meeting

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Discussion and possible consideration canceling the July 4, 2023, regular meeting of the Board of Storey County Commissioners due to the holiday.
- **Recommended motion:** I (commissioner) motion to cancel the July 4, 2023, regular meeting of the Board of Storey County Commissioners due to the holiday.
- **Prepared by:** Austin Osborne

Department: **Contact Number:** 775.847.0968

- **Staff Summary:** This request is made in accordance with Independence Day holiday.
- **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 Commissioners Agenda Action Report

Meeting date: 6/6/2023 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. AQ&B LLC – Out of County / 5470 Sidehill Dr. ~ Sun Valley, NV
- B. DeHart Plumbing, heating & Air, Inc. – Contractor / 1842 Hymer Ave ~ Sparks, NV
- C. LGCY Installation Services LLC – Contractor / 3333 N. Digital Dr. # 600 ~ Lehi, UT
- D. Revere Mechanical, LLC – Contractor / 3325 W. Ali Baba Ln. # 612 ~ Las Vegas, NV
- E. Suncrest Design & Construction – Contractor / 395 Freeport Blvd # 1 ~ Sparks, NV
- F. Sunbelt Rentals, Inc. – General / 201 Wildhorse Canyon ~ Sparks, NV
- G. The Webstaurant Store LLC – General / 265 Milan ~ Sparks, NV

- **Recommended motion:** Approval

- **Prepared by:** Ashley Mead

Department:

Contact Number: 7758470966

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

____ Department Head

Department Name:

____ County Manager

Other Agency Review: _____

- **Board Action:**

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

Storey County Community Development



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

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

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

May 29, 2023
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **June 6, 2023**

COMMISSIONERS Consent Agenda:

SECOND READINGS:

- A. AQ&B LLC** – Out of County / 5470 Sidehill Dr. ~ Sun Valley, NV
- B. DeHart Plumbing, heating & Air, Inc.** – Contractor / 1842 Hymer Ave ~ Sparks, NV
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Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office