



## Board of Storey County Commissioners Agenda Action Report

Meeting date: 8/1/2023 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 1 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of the agenda for the August 1, 2023 meeting.
- **Recommended motion:** Approve or amend as necessary.
- **Prepared by:** Brandie Lopez

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

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

\_\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

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



## Board of Storey County Commissioners Agenda Action Report

**Meeting date: 8/1/2023 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. Apuna's Kitchen LLC – Food Truck / 20 Darilyn Ln. ~ Washoe Valley, NV
  - B. Baldwin Studios – Home Business / 6 Rue De La Azure ~ Lockwood, NV
  - C. Custom Aire Inc. – Contractor / 52 E. Glendale ~ Sparks, NV
  - D. Mt. Davidson Panning LLC – General / 171 S. C St. ~ Virginia City, NV
  - E. Sommercal Construction Inc. – Contractor / 3690 33rd Ave. ~ Sacramento, CA
  - F. WSB Electric, Inc. – Contractor / 2222 E. Yeager Dr. Ste. 100 ~ Chandler, AZ
- **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:** 775-847-0966

- **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

**July 24, 2023**  
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **August 1, 2023**

COMMISSIONERS Consent Agenda:

## **FIRST READINGS:**

- A. Apuna's Kitchen LLC** – Food Truck / 20 Darilyn Ln. ~ Washoe Valley, NV
- B. Baldwin Studios** – Home Business / 6 Rue De La Azure ~ Lockwood, NV
- C. Custom Aire Inc.** – Contractor / 52 E. Glendale ~ Sparks, NV
- D. Mt. Davidson Panning LLC** – General / 171 S. C St. ~ Virginia City, NV
- E. Sommercial Construction Inc.** – Contractor / 3690 33<sup>rd</sup> Ave. ~ Sacramento, CA
- F. WSB Electric, Inc.** – Contractor / 2222 E. Yeager Dr. Ste. 100 ~ Chandler, AZ

Ec: Community Development  
Commissioner's Office

Planning Department  
Comptroller's Office

Sheriff's Office



## Board of Storey County Commissioners Agenda Action Report

Meeting date: 8/1/2023 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 0 min

Agenda Item Type: Consent Agenda

- **Title:** Approval of claims in the amount of \$976,704.11.
- **Recommended motion:** Approval of claims as submitted.
- **Prepared by:** Cory Y Wood

**Department:**                      **Contact Number:** 7758471133

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

\_\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

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



# STOREY COUNTY

## Vendor History Report By Vendor Name

Posting Date Range 07/07/2023 - 07/07/2023  
Payment Date Range 07/07/2023 - 07/07/2023

Payable Number	Description	Units	Price	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Item Description					Account Number	Account Name		Dist Amount					
Vendor Set: 01 - Storey County Vendors													
405424 - OPTUM BANK, MEMBER FDIC													
INV0017812	HSA Contributions	0.00	0.00	7/7/2023	DFT0001487	7/7/2023	30,353.99	0.00	0.00	0.00	0.00	30,353.99	30,353.99
HSA Contributions					001-29506-000	Insurances	11,368.99	0.00	0.00	0.00	0.00	11,368.99	11,368.99
					020-29506-000	Rds-Ins	10,193.59						
					090-29506-000	Wtr-Ins	383.40						
					130-29506-000	Swr-Ins	251.00						
					230-29506-000	VCTC-Ins	241.00						
					231-29506-000	Pipers-Ins	210.00						
INV0017813	HSA Contributions	0.00	0.00	7/7/2023	DFT0001488	7/7/2023	18,825.00	0.00	0.00	0.00	0.00	18,825.00	18,825.00
HSA Contributions					250-29506-000	Fire-Ins	17,575.00						
					290-29506-000	Fire-Ins	1,250.00						
INV0017814	HSA Contributions	0.00	0.00	7/7/2023	DFT0001489	7/7/2023	160.00	0.00	0.00	0.00	0.00	160.00	160.00
HSA Contributions					001-29506-000	Insurances	160.00						
Vendors: (1)													30,353.99
Total 01 - Storey County Vendors:													30,353.99
Vendors: (1)													30,353.99
Report Total:													30,353.99

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

Processed & Submitted to Treasurer by Comptroller Admin

Approved By:

*[Signature]*

Date

7.18.23

Comptroller

*[Signature]*

Treasurer

Date

7/11/23



# STOREY COUNTY

## Vendor History Report

By Vendor Name

Posting Date Range 07/07/2023 - 07/07/2023  
Payment Date Range 07/07/2023 - 07/07/2023

Payable Number	Description	Units	Price	Post Date	1099 Account Number	Payment Number	Payment Date	Account Name	Amount	Shipping	Tax	Discount	Net	Payment
Vendor Set: 01 - Storey County Vendors														
404300 - INTERNAL REVENUE SERVICE														
INV0017835	Medicare	0.00	0.00	7/7/2023	001-29503-000	DFT0001490	7/7/2023	Medicare	79,393.97	0.00	0.00	0.00	79,393.97	79,393.97
									15,813.18	0.00	0.00	0.00	15,813.18	15,813.18
INV0017836	Social Security	0.00	0.00	7/7/2023	001-29505-000	DFT0001491	7/7/2023	Social Security	1,772.50	0.00	0.00	0.00	1,772.50	1,772.50
									1,772.50	0.00	0.00	0.00	1,772.50	1,772.50
INV0017837	Federal Income Tax w/held	0.00	0.00	7/7/2023	001-29501-000	DFT0001492	7/7/2023	Federal w/holding	61,808.29	0.00	0.00	0.00	61,808.29	61,808.29
									61,808.29	0.00	0.00	0.00	61,808.29	61,808.29
Vendors: (1)									79,393.97	0.00	0.00	0.00	79,393.97	79,393.97
Total 01 - Storey County Vendors:									79,393.97	0.00	0.00	0.00	79,393.97	79,393.97
Vendors: (1)									79,393.97	0.00	0.00	0.00	79,393.97	79,393.97
Report Total:									79,393.97	0.00	0.00	0.00	79,393.97	79,393.97

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

Processed & Submitted to Treasurer by Comptroller Admin

Date

Approved By:

Comptroller 7.18.23  
Date

Treasurer 7/16/23  
Date



## STOREY COUNTY

## Check Register

Packet: APPKT05481 - 2023-07-07 PR Payment LS

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
405456	PUBLIC EMPLOYEES RETIREMENT B	07/07/2023	EFT	0.00	110,759.52	10424
404639	VOYA INSTITUTIONAL TRUST COMP.	07/07/2023	EFT	0.00	8,195.48	10425
300003	AFLAC	07/07/2023	Regular	0.00	1,207.09	110756
300008	AFSCME LOCAL4041	07/07/2023	Regular	0.00	431.89	110757
405610	CALIFORNIA STATE DISBURSEMENT	07/07/2023	Regular	0.00	395.50	110758
405519	CIGNA HEALTH & LIFE INSURANCE C	07/07/2023	Regular	0.00	172,838.59	110759
300001	COLONIAL LIFE & ACCIDENT INS CO	07/07/2023	Regular	0.00	103.38	110760
404704	NATIONWIDE	07/07/2023	Regular	0.00	95.64	110761
405264	FIDELITY SECURITY LIFE INSURANCE	07/07/2023	Regular	0.00	1,226.03	110762
405263	KANSAS CITY LIFE INS CO	07/07/2023	Regular	0.00	823.27	110763
406598	MICHIGAN STATE DISBURSEMENT L	07/07/2023	Regular	0.00	393.79	110764
300011	NEVADA STATE TREASURER	07/07/2023	Regular	0.00	4.00	110765
406600	NORTHWEST FIRE FIGHTER BENEFIT	07/07/2023	Regular	0.00	35,618.44	110766
103233	PUBLIC EMPLOY RETIREMENT SYSTEM	07/07/2023	Regular	0.00	388.00	110767
300010	STATE COLLECTION & DISBURSEMEI	07/07/2023	Regular	0.00	1,147.52	110768
300006	STOREY CO FIRE FIGHTERS ASSOC	07/07/2023	Regular	0.00	1,800.00	110769
300005	WASHINGTON NATIONAL INS	07/07/2023	Regular	0.00	1,417.72	110770
300002	WESTERN INSURANCE SPECIALTIES	07/07/2023	Regular	0.00	258.10	110771

## Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	26	16	0.00	218,148.96
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	5	2	0.00	118,955.00
	31	18	0.00	337,103.96

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

Larry Smith 7/6/23  
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

CMC 7.18.23  
Comptroller Date

[Signature] 7/11/23  
Treasurer Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	7/2023	337,103.96
			<u>337,103.96</u>



STOREY COUNTY

Check Register

Packet: APPKT05482 - 2023-07-07 PERS 715 LS

By Check Number

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
405456	PUBLIC EMPLOYEES RETIREMENT BC	07/07/2023	EFT	0.00	70,108.28	10426

Bank Code AP Bank Summary				
Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	2	1	0.00	70,108.28
	2	1	0.00	70,108.28

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

Luigi Sani 7/6/23  
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

AMC 7.18.23  
Comptroller Date

Duffy 7/11/23  
Treasurer Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	7/2023	70,108.28
			<u>70,108.28</u>





STOREY COUNTY

# Payroll Check Register Report Summary

Pay Period: 6/19/2023-7/2/2023

Packet: PRPKT01789 - 2023-07-07 Payroll LS

Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	6	6,345.98
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	197	453,397.93
<b>Total</b>	<b>203</b>	<b>459,743.91</b>

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

Limy Sumner 7/5/23  
Processed & Submitted to Treasurer by Comptroller Admin Date

Approved By:

Comptroller 7.18.23  
Comptroller Date

Deputy Treasurer 7/6/23  
Treasurer Date



## Board of Storey County Commissioners Agenda Action Report

**Meeting date: 8/1/2023 10:00 AM -  
BOCC Meeting**

**Estimate of Time Required: 1**

**Agenda Item Type: Consent Agenda**

- **Title:** Recycled Materials Abatement corrections - 50% abatements not applied during tax calculations. Parcels 004-111-37, 005-031-14, 005-071-49, 005-061-59, 005-012-08, 005-012-11, 005-012-18.
- **Recommended motion:** Approval
- **Prepared by:** Jana Seddon

**Department:**                      **Contact Number:** 775-847-0961

- **Staff Summary:** The Recycled Materials abatement was the only abatement that did not cross over from Assessor program to Treasurer program so the 50% abatements were not applied to the tax bills. These are tax bill corrections only, no refunds. Budgets were calculated with the abatements included.
- **Supporting Materials:** See attached
- **Fiscal Impact:**
- **Legal review required:** False
- **Reviewed by:**

\_\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

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

**Jana Seddon**

Storey County Assessor

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

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

July 24, 2023

Memo to: Storey County Commissioners

Re: **Tax Bill Corrections**

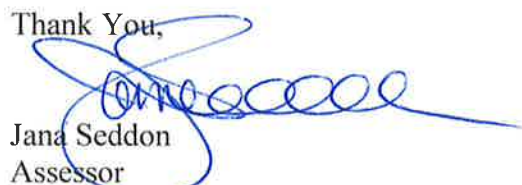
23-24 Recycled Materials Abatements did not process during Tax Calculations

See below parcels that receive a 50% Recycled Materials GOED abatement. During tax calculations this type of abatement was the only abatement that did not process. All abatements were input in the Assessor system but they did not cross over into the Treasurer system during the tax calculation process.

	Original	50% Abatement	Adjusted bill
004-111-37 Fulcrum Biofuels	\$85,349.82	\$42,674.91	\$42,674.91
005-031-14 Rise Renewables	\$99,358.63	\$49,679.31	\$49,679.32
005-071-49 Fulcrum Biofuels #2	\$123,659.29	\$61,829.64	\$61,829.65
005-012-08 Redwood Battery Materials	\$75,281.37	\$37640.68	\$37640.69
005-012-11 Redwood Battery Materials	\$6.06	\$3.03	\$3.03
005-012-18 Basin and Range Opport.	\$324,350.72	\$162,175.36	\$162,175.36
005-061-59 Sparks NV, LLC	\$333,438.58	\$166,719.28	\$166,719.30

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

Thank You,

  
Jana Seddon  
Assessor  
Storey County

Tax Year 2023 (2023 - 2024)

Storey County

Property Key: 004-111-37

Source: Secured

Type: Abatement Change

Correction Reason:

BOE Case:

Legal Description: PARCEL MAP ID :

LOT : INT-2 BLOCK :

PTN SE4 SE4 SEC 16

TOWN : OUTSIDE RIVER

Owner: FULCRUM SIERRA BIOFUELS LLC

4900 HOPYARD ROAD, STE 220

PLEASANTON, CA 94588

The nature of such error and the cause which produced the error are as follows:

**Abatement Change**

## 2023 Correction

	Assessed Value	Taxes
Starting Assessed Value and Balance Due	2,751,008	\$85,349.82
+ Value Change Due to Changes in Building Value	0	N/A
+ Value Change Due to Changes in Land Value	0	N/A
+ Value Change Due to Changes in Pers.Prop Value	0	N/A
+ Tax Change Due to Changes in Special Assessments	N/A	\$0.00
+ Tax Change Due to Changes in Ad Valorem	N/A	(\$42,674.91)
+ Value/Tax Change Due to Changes in Recoupment	N/A	N/A
+ Value Change Due to Changes in Abatements	N/A	\$0.00
+ Value Change Due to Changes in Exemptions	0	\$0.00
Total Change in New Value	0	N/A
Total Change in Value/Taxes	0	(\$42,674.91)
Final Corrected Value and Balance Due	2,751,008	\$42,674.91
Total Payments Made Before Correction	N/A	\$0.00
Refund	N/A	\$0.00
Balance Due	N/A	\$42,674.91

\*\*\*This certificate is a preview. Actual values are calculated at the time this correction is posted.\*\*\*

Assessor's Signature

Treasurer's Signature

Board Chair's Signature

Change Notes: 23-24 recycled material abatements did not calculate during tax calc. 50% Abatement.

Tax Year 2023 (2023 - 2024)

## Storey County

Property Key: 005-031-14

Source: Secured

Type: Abatement Change

Owner: TWAIN GL XXVIII, LLC  
2200 WASHINGTON AVENUE  
ST LOUIS, MO 63103

Correction Reason:

BOE Case:

Legal Description: PARCEL MAP ID : 2009-44

LOT : BLOCK :

PT S33 T20N R22E

TOWN : INDUSTRIAL GID

The nature of such error and the cause which produced the error are as follows:

## Abatement Change

## 2023 Correction

	Assessed Value	Taxes
Starting Assessed Value and Balance Due	3,129,676	\$99,358.63
+ Value Change Due to Changes in Building Value	0	N/A
+ Value Change Due to Changes in Land Value	0	N/A
+ Value Change Due to Changes in Pers.Prop Value	0	N/A
+ Tax Change Due to Changes in Special Assessments	N/A	\$0.00
+ Tax Change Due to Changes in Ad Valorem	N/A	(\$49,679.31)
+ Value/Tax Change Due to Changes in Recoupment	N/A	N/A
+ Value Change Due to Changes in Abatements	N/A	\$0.00
+ Value Change Due to Changes in Exemptions	0	\$0.00
Total Change in New Value	0	N/A
Total Change in Value/Taxes	0	(\$49,679.31)
Final Corrected Value and Balance Due	3,129,676	\$49,679.32
Total Payments Made Before Correction	N/A	\$0.00
Refund	N/A	\$0.00
Balance Due	N/A	\$49,679.32

\*\*\*This certificate is a preview. Actual values are calculated at the time this correction is posted.\*\*\*

Assessor's Signature

Treasurer's Signature

Board Chair's Signature

Change Notes: 23-24 recycled material abatements did not calculate during tax calc. 50% Abatement.

Tax Year 2023 (2023 - 2024)

Storey County

Property Key: 005-071-49  
Source: Secured  
Type: Abatement Change  
Correction Reason:  
BOE Case:  
Legal Description: PARCEL MAP ID : 2014-22  
LOT : BLOCK :  
PT S10&11,T19N 22E  
TOWN : INDUSTRIAL GID

Owner: FULCRUM SIERRA BIOFUELS LLC  
4900 HOPYARD RD #220  
PLEASANTON, CA 94588

The nature of such error and the cause which produced the error are as follows:

Abatement Change  
2023 Correction

	Assessed Value	Taxes
Starting Assessed Value and Balance Due	3,811,461	\$123,659.29
+ Value Change Due to Changes in Building Value	0	N/A
+ Value Change Due to Changes in Land Value	0	N/A
+ Value Change Due to Changes in Pers.Prop Value	0	N/A
+ Tax Change Due to Changes in Special Assessments	N/A	\$0.00
+ Tax Change Due to Changes in Ad Valorem	N/A	(\$61,829.64)
+ Value/Tax Change Due to Changes in Recoupment	N/A	N/A
+ Value Change Due to Changes in Abatements	N/A	\$0.00
+ Value Change Due to Changes in Exemptions	0	\$0.00
Total Change in New Value	0	N/A
Total Change in Value/Taxes	0	(\$61,829.64)
Final Corrected Value and Balance Due	3,811,461	\$61,829.65
Total Payments Made Before Correction	N/A	\$0.00
Refund	N/A	\$0.00
Balance Due	N/A	\$61,829.65

\*\*\*This certificate is a preview. Actual values are calculated at the time this correction is posted.\*\*\*

Assessor's Signature

Treasurer's Signature

Board Chair's Signature

Change Notes: 23-24 recycled material abatements did not calculate during tax calc. 50% Abatement.

Tax Year 2023 (2023 - 2024)

Storey County

Property Key: 005-012-08  
Source: Secured  
Type: Value Change

Owner: REDWOOD BATTERY MATERIALS  
NV, LLC  
2801 LOCKHEAD WAY  
CARSON CITY, NV 89706

Correction Reason:  
BOE Case:

Legal Description: PARCEL MAP ID : 2022-15  
LOT : BLOCK :  
PTN S19 T19N R23E  
TOWN : INDUSTRIAL GID

The nature of such error and the cause which produced the error are as follows:

	Value Change	
	2023 Correction	
	Assessed Value	Taxes
Starting Assessed Value and Balance Due	2,175,322	\$14,745.89
+ Value Change Due to Changes in Building Value	0	N/A
+ Value Change Due to Changes in Land Value	0	N/A
+ Value Change Due to Changes in Pers.Prop Value	0	N/A
+ Tax Change Due to Changes in Special Assessments	N/A	\$0.00
+ Tax Change Due to Changes in Ad Valorem	N/A	\$22,894.80
+ Value/Tax Change Due to Changes in Recoupment	N/A	N/A
+ Value Change Due to Changes in Abatements	N/A	\$0.00
+ Value Change Due to Changes in Exemptions	0	\$0.00
Total Change in New Value	1,780,789	N/A
Total Change in Value/Taxes	0	\$22,894.80
Final Corrected Value and Balance Due	2,175,322	\$37,640.69
Total Payments Made Before Correction	N/A	\$0.00
Refund	N/A	\$0.00
Balance Due	N/A	\$37,640.69

\*\*\*This certificate is a preview. Actual values are calculated at the time this correction is posted.\*\*\*

Assessor's Signature

Treasurer's Signature

Board Chair's Signature

Change Notes: 23-24 recycled material abatements did not calculate during tax calc. 50% Abatement.

Also a correction of land value to due change in use. js

Tax Year 2023 (2023 - 2024)

Storey County

Property Key: 005-012-11

Source: Secured

Type: Abatement Change

Owner: REDWOOD BATTERY MATERIALS  
 NV, LLC  
 2801 LOCKHEAD WAY  
 CARSON CITY, NV 89706

Correction Reason:

BOE Case:

Legal Description: PARCEL MAP ID : 2022-14  
 LOT : BLOCK :  
 PTN S 19 T19N R23E  
 TOWN : INDUSTRIAL GID  
 TURN AROUND FOR FUTURE ROAD

The nature of such error and the cause which produced the error are as follows:

**Abatement Change**

## 2023 Correction

	Assessed Value	Taxes
Starting Assessed Value and Balance Due	175	\$6.06
+ Value Change Due to Changes in Building Value	0	N/A
+ Value Change Due to Changes in Land Value	0	N/A
+ Value Change Due to Changes in Pers.Prop Value	0	N/A
+ Tax Change Due to Changes in Special Assessments	N/A	\$0.00
+ Tax Change Due to Changes in Ad Valorem	N/A	(\$3.03)
+ Value/Tax Change Due to Changes in Recoupment	N/A	N/A
+ Value Change Due to Changes in Abatements	N/A	\$0.00
+ Value Change Due to Changes in Exemptions	0	\$0.00
Total Change in New Value	0	N/A
Total Change in Value/Taxes	0	(\$3.03)
Final Corrected Value and Balance Due	175	\$3.03
Total Payments Made Before Correction	N/A	\$0.00
Refund	N/A	\$0.00
Balance Due	N/A	\$3.03

\*\*\*This certificate is a preview. Actual values are calculated at the time this correction is posted.\*\*\*

Assessor's Signature

Treasurer's Signature

Board Chair's Signature

Change Notes:



Property Key: 005-012-18

Source: Secured

Type: Abatement Change

Owner: BASIN AND RANGE OPPORTUNITY  
FUND LLC  
2801 LOCKHEED WAY  
CARSON CITY, NV 89706

Correction Reason:

BOE Case:

Legal Description: PARCEL MAP ID : 2023-03  
LOT : BLOCK :  
PTN S19,30 T19N R23E  
TOWN : INDUSTRIAL GID

The nature of such error and the cause which produced the error are as follows:

Abatement Change

2023 Correction

	Assessed Value	Taxes
Starting Assessed Value and Balance Due	9,372,402	\$324,350.72
+ Value Change Due to Changes in Building Value	0	N/A
+ Value Change Due to Changes in Land Value	0	N/A
+ Value Change Due to Changes in Pers.Prop Value	0	N/A
+ Tax Change Due to Changes in Special Assessments	N/A	\$0.00
+ Tax Change Due to Changes in Ad Valorem	N/A	(\$162,175.36)
+ Value/Tax Change Due to Changes in Recoupment	N/A	N/A
+ Value Change Due to Changes in Abatements	N/A	\$0.00
+ Value Change Due to Changes in Exemptions	0	\$0.00
Total Change in New Value	0	N/A
Total Change in Value/Taxes	0	(\$162,175.36)
Final Corrected Value and Balance Due	9,372,402	\$162,175.36
Total Payments Made Before Correction	N/A	\$0.00
Refund	N/A	\$0.00
Balance Due	N/A	\$162,175.36

\*\*\*This certificate is a preview. Actual values are calculated at the time this correction is posted.\*\*\*

Assessor's Signature

Treasurer's Signature

Board Chair's Signature

Change Notes: 23-24 recycled material abatements did not calculate during tax calc. 50% Abatement.

Tax Year 2023 (2023 - 2024)

## Storey County

Property Key: 005-061-59

Source: Secured

Type: Abatement Change

Owner: SPARKS, NV LLC  
 ATTN: CARMEN ZENG  
 2730 PERALTA ST  
 OAKLAND, CA 94607

Correction Reason:

BOE Case:

Legal Description:

The nature of such error and the cause which produced the error are as follows:

**Abatement Change**

## 2023 Correction

	Assessed Value	Taxes
Starting Assessed Value and Balance Due	10,097,877	\$333,438.58
+ Value Change Due to Changes in Building Value	0	N/A
+ Value Change Due to Changes in Land Value	0	N/A
+ Value Change Due to Changes in Pers.Prop Value	0	N/A
+ Tax Change Due to Changes in Special Assessments	N/A	\$0.00
+ Tax Change Due to Changes in Ad Valorem	N/A	(\$166,719.28)
+ Value/Tax Change Due to Changes in Recoupment	N/A	N/A
+ Value Change Due to Changes in Abatements	N/A	\$0.00
+ Value Change Due to Changes in Exemptions	0	\$0.00
Total Change in New Value	0	N/A
Total Change in Value/Taxes	0	(\$166,719.28)
Final Corrected Value and Balance Due	10,097,877	\$166,719.30
Total Payments Made Before Correction	N/A	\$127,997.44
Refund	N/A	\$0.00
Balance Due	N/A	\$38,721.86

\*\*\*This certificate is a preview. Actual values are calculated at the time this correction is posted.\*\*\*

Assessor's Signature

Treasurer's Signature

Board Chair's Signature

Change Notes: 23-24 recycled material abatements did not calculate during tax calc. 50% Abatement.



## Board of Storey County Commissioners Agenda Action Report

**Meeting date:** 8/1/2023 10:00 AM -  
**BOCC Meeting**

**Estimate of Time Required:** 1 min

**Agenda Item Type:** Consent Agenda

- **Title:** Consideration and possible approval of the revisions made to Policy 205A pursuant to legislative bill AB163.
- **Recommended motion:** I (Commissioner) move to approve the revisions made to Policy 205A pursuant to legislative bill AB163.
- **Prepared by:** Brandie Lopez

**Department:**

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

- **Staff Summary:** The revisions made to Policy 205A are to add the provision of "an employee who is the victim of sexual assault or whose family member is a victim of sexual assault" be given reasonable accommodations per legislative bill AB163.
- **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 ADMINISTRATIVE  
POLICIES AND PROCEDURES**

**NUMBER** 205A  
**EFFECTIVE DATE:** 12/04/18  
**REVISED:** 12/04/18  
**AUTHORITY:** BOC  
**COUNTY MANAGER:** PAW

**SUBJECT: Reasonable Accommodation for Victims of Domestic Violence or Sexual Assault**

---

1.1. Reasonable Accommodation for Victims of Domestic Violence or Sexual Assault

A. Policy

It is Storey County's policy to comply proactively with the applicable employment provisions of discrimination laws, including NRS 613, which set forth requirements for employers, absent creating an undue hardship, to provide reasonable accommodation to employees who are victims of domestic violence or whose family or household members are victims of domestic violence or for an employee who is the victim of sexual assault or whose family member is a victim of sexual assault. For the purpose of this policy, "family or household members" include the employee's spouse, domestic partner, minor child, or parent or other adult person who is related within the first degree of consanguinity or affinity to the employee, or other adult person who is or was actually residing with the employee at the time of the act which constitutes domestic violence.

B. Accommodation

1. Whenever a department head or supervisor becomes aware that an employee has a need for an accommodation due to domestic violence or sexual assault, s/he should promptly notify the EEO Officer (Administrative Officer and/or Personnel Director).
2. Upon learning of the employee's need for accommodation due to domestic violence or sexual assault, the EEO Officer shall arrange to meet with the supervisor and the employee to discuss his/her accommodation request, the need for documentation that confirms or supports the reason the employee requires the reasonable accommodations, and the impact of the proposed accommodation on the employer.
3. Reasonable accommodations may include:
  - a. Transfer or reassignment;
  - b. A modified schedule;
  - c. A new telephone number for work; or
  - d. Any other reasonable accommodations which will not create an undue hardship deemed necessary to ensure the safety of the employee, the workplace, the employer or other employees.

### C. Prohibitions

The employer will not discharge, discipline, discriminate against, in any manner, or deny employment or promotion to, or threaten to take any such action against an employee because:

1. The employee requested to use hours of leave pursuant to this policy;
2. The employee participated as a witness or interested party in court proceedings related to a domestic violence act or sexual assault;
3. The employee requested accommodation pursuant to this policy; or
4. An act of domestic violence or sexual assault was committed against the employee at the workplace.

**RESPONSIBILITY FOR REVIEW:** The County Personnel Director and/or Administrative Officer will review this policy every 5 years or sooner as necessary.



## Board of Storey County Commissioners Agenda Action Report

Meeting date: 8/1/2023 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 5 mins

Agenda Item Type: Consent Agenda

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

**Department:**                      **Contact Number:** 775-847-0962

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

\_\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

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

# Virginia Township Justice Court ~ Storey County, Nevada

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

775-847-0962 • Facsimile: 775-847-0915  
www.storeycounty.org

FILED  
2023 JUL 19 PM 3:09  
STOREY COUNTY CLERK  
DEPUTY

July 18, 2023

## QUARTERLY REPORT

Pursuant to NRS 4.100, attached please find End of Period Listing Reports for April, May, and June, 2023.

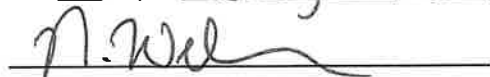
I, E.F. Herrington, Virginia Township Justice of the Peace, Storey County, Nevada, do hereby certify that to the best of my knowledge and belief, the attached information is a full, true, and correct statement of NRS 4.100.



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

Subscribed and sworn before me

This 18<sup>th</sup> day of July, 2023

  
Justice Court Deputy Clerk



Date: 05/26/2023 11:20  
CRTR7170

End of period listing - Actual  
VIRGINIA TOWNSHIP JUSTICE COURT  
From 03/30/2023 15:32:47.56  
To 04/28/2023 07:02:52.71

Page: 1

EOM APRIL 2023

Disbursed Total

22,116.50

<u>Account</u>	<u>Payee Name</u>	<u>Check Number</u>	<u>Check Status Code</u>	<u>Disbursed Amount</u>	<u>Number of Cases</u>
1F AA FEE - STATE (AOC)	NEVADA STATE CONTROLLER	N/A	N/A	3,297.00	59
170-000-34206	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	434.00	53
1F AA FEE - JUSTICE/187-000-35104	STOREY COUNTY TREASURER	N/A	N/A	124.00	53
1F AA FEE - JUVENILE/001-000-35103	NEVADA STATE CONTROLLER	N/A	N/A	310.00	53
1F AA FEE - STATE (GENERAL)/170-000-35114	STOREY COUNTY TREASURER	N/A	N/A	180.00	48
1F AA FEE - GENETIC MARKER ANALYSIS/180-000-35101	STOREY COUNTY TREASURER	N/A	N/A	190.00	1
1F ATTORNEY REIMBURSEMENT FEE/001-000-34245	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	840.00	20
1F BLACKJACK FEES/187-35126-000	STOREY COUNTY TREASURER	N/A	N/A	75.00	4
1F BOND PROCESSING FEE - COUNTY/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	131.25	3
1F CIVIL FEES/001-000-34204	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	1,033.75	7
1F CIVIL FEES - COURT ACCOUNT/187-000-35125	STOREY COUNTY TREASURER	N/A	N/A	60.00	1
1F CHEMICAL ANALYSIS FEE/001-000-35101	STOREY COUNTY TREASURER	N/A	N/A	8,927.50	59
1F FINE - COUNTY/001-000-35109	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	615.00	52
1F COURT FACILITY FEE/187-000-35111	NEVADA STATE TREASURER	N/A	N/A	20.00	0
1F MARRIAGE FEE/170-000-34212	STOREY COUNTY TREASURER	N/A	N/A	15.00	3
1F OVERPAYMENTS TO COUNTY/001-000-35109	NEVADA STATE CONTROLLER	N/A	N/A	2,895.00	0
1F RECORDS SEARCH/001-000-34204	NEVADA STATE TREASURER	N/A	N/A	420.00	49
1F SPECIALTY COURT FEE (MISD)/170-000-34217	NEVADA STATE TREASURER	N/A	N/A	2,445.00	34
1F STATE PERMANENT SCHOOL FINE/001-35116-000	STOREY COUNTY TREASURER	N/A	N/A	4.00	3
1F CENSUS FEE/170-000-34201	NEVADA STATE CONTROLLER	N/A	N/A	100.00	4
1F BOND FILING FEE VICTIM OF CRIMES/170-000-35108					

\*\*\* End of Report \*\*\*



GJS END OF PERIOD FOR  
APRIL 2023

187-000-35104	AA FEE	\$651.00
001-000-35103	AA FEE-JUVENILE	\$186.00
170-000-34206	AA FEE-STATE	\$3,673.00
170-000-35114	AA FEE-GENERAL	\$465.00
001-000-35109	CIVIL PENALTIES	\$7,515.00
187-000-35111	COURT FACILITY FEES	\$920.00
180-000-35101	GENERAL MARKER ANALYSIS	\$276.00
170-000-34217	SPECIALTY COURT FEE	\$644.00
	TOTAL	\$14,330.00

EOM May 2023

27,370.50

**Disbursed Total**

<u>Account</u>	<u>Payee Name</u>	<u>Check Number</u>	<u>Check Status Code</u>	<u>Disbursed Amount</u>	<u>Number of Cases</u>
1F AA FEE - STATE (AOC) 170-000-34206	NEVADA STATE CONTROLLER	N/A	N/A	4,227.00	68
1F AA FEE - JUSTICE/187-000-35104	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	532.00	62
1F AA FEE - JUVENILE/001-000-35103	STOREY COUNTY TREASURER	N/A	N/A	152.00	62
1F AA FEE - STATE (GENERAL)/170-000-35114	NEVADA STATE CONTROLLER	N/A	N/A	384.00	63
1F AA FEE - GENETIC MARKER ANALYSIS/180-000-35101	STOREY COUNTY TREASURER	N/A	N/A	210.00	60
1F ATTORNEY REIMBURSEMENT FEE/001-000-34245	STOREY COUNTY TREASURER	N/A	N/A	200.00	1
1F BLACKJACK FEES/187-35126-000	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	725.00	24
1F BOND PROCESSING FEE - COUNTY/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	93.75	5
1F CIVIL FEES/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	262.50	4
1F CIVIL FEES - COURT ACCOUNT/187-000-35125	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	1,535.49	10
1F CHEMICAL ANALYSIS FEE/001-000-35101	STOREY COUNTY TREASURER	N/A	N/A	60.00	1
1F COPY FEES/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	3.76	1
1F DOMESTIC VIOLENCE FEE/170-000-34208	NEVADA STATE CONTROLLER	N/A	N/A	35.00	1
1F FINE - COUNTY/001-000-35109	STOREY COUNTY TREASURER	N/A	N/A	10,587.50	49
1F COURT FACILITY FEE/187-000-35111	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	725.00	63
1F MARRIAGE FEE/170-000-34212	NEVADA STATE TREASURER	N/A	N/A	5.00	0
1F OVERPAYMENTS TO COUNTY/001-000-35109	STOREY COUNTY TREASURER	N/A	N/A	2.00	1
1F RECORDS SEARCH/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	4,246.50	0
1F SPECIALTY COURT FEE (MISD)/170-000-34217	NEVADA STATE CONTROLLER	N/A	N/A	490.00	61
1F STATE PERMANENT SCHOOL FINE/FORF/001-35116-000	NEVADA STATE TREASURER	N/A	N/A	2,765.00	41
1F CENSUS FEE/170-000-34201	STOREY COUNTY TREASURER	N/A	N/A	4.00	4
1F BOND FILING FEE VICTIM OF CRIMES/170-000-35108	NEVADA STATE CONTROLLER	N/A	N/A	125.00	5

\*\*\* End of Report \*\*\*

FROM - TO

GJS EOP Report

MONTH/YEAR

May 2023

AA FEE - JUSTICE	187-000-35104	\$924.00
AA FEE - JUVENILE	001-000-35103	264
AA FEE - STATE	170-000-34206	5972
AA FEE - GENERAL	170-000-35114	660
CIVIL PENALTIES -COUNTY	001-000-35109	11950
COURT FACILTY FEE	187-000-35111	1315
GENTIC MARKER ANALYSIS	180-000-35101	393
SPECIALTY COURT FEE	170-000-34217	917
BLACKJACK FEES	187-35126-000	
	TOTAL	\$22,395.00

EDM June 2023

<u>Account</u>	<u>Payee Name</u>	<u>Check</u>	<u>Check</u>	<u>Disbursed Amount</u>	
		<u>Number</u>	<u>Status Code</u>		<u>Number of Cases</u>
1F AA FEE - STATE (AOC)	NEVADA STATE CONTROLLER	N/A	N/A	3,227.00	47
170-000-34206	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	329.00	41
1F AA FEE - JUSTICE/187-000-35104	STOREY COUNTY TREASURER	N/A	N/A	94.00	41
1F AA FEE - JUVENILE/001-000-35103	NEVADA STATE CONTROLLER	N/A	N/A	235.00	41
1F AA FEE - STATE (GENERAL)/170-000-35114	STOREY COUNTY TREASURER	N/A	N/A	144.00	37
1F AA FEE - GENETIC MARKER ANALYSIS/180-000-35101	STOREY COUNTY TREASURER	N/A	N/A	410.00	3
1F ATTORNEY REIMBURSEMENT	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	370.00	11
FEE/001-000-34245	STOREY COUNTY TREASURER	N/A	N/A	56.25	3
1F BLACKJACK FEES/187-35126-000	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	1,228.37	4
1F BOND PROCESSING FEE - COUNTY/001-000-34204	STOREY COUNTY TREASURER	N/A	N/A	240.00	4
1F CIVIL FEES - COURT ACCOUNT/187-000-35125	STOREY COUNTY TREASURER	N/A	N/A	2.63	1
1F CHEMICAL ANALYSIS	STOREY COUNTY TREASURER	N/A	N/A	8,295.00	43
FEE/001-000-35101	VIRGINIA TOWNSHIP JUSTICE COURT	N/A	N/A	480.00	39
1F COPY FEES/001-000-34204	NEVADA STATE TREASURER	N/A	N/A	10.00	0
1F FINE - COUNTY/001-000-35109	STOREY COUNTY TREASURER	N/A	N/A	5.00	1
1F COURT FACILITY FEE/187-000-35111	STOREY COUNTY TREASURER	N/A	N/A	3,626.25	0
1F MARRIAGE FEE/170-000-34212	NEVADA STATE CONTROLLER	N/A	N/A	331.00	37
1F OVERPAYMENTS TO COUNTY001-000-35109	NEVADA STATE TREASURER	N/A	N/A	1,935.00	20
1F RECORDS SEARCH/001-000-34204	NEVADA STATE CONTROLLER	N/A	N/A	75.00	3
1F SPECIALTY COURT FEE (MISD)/170-000-34217	NEVADA STATE CONTROLLER	N/A	N/A		
1F STATE PERMANENT SCHOOL FINE/FORF/001-35116-000	NEVADA STATE CONTROLLER	N/A	N/A		
1F BOND FILING FEE VICTIM OF CRIMES/170-000-35108	NEVADA STATE CONTROLLER	N/A	N/A		

\*\*\* End of Report \*\*\*

Disbursed Total

21,093.50

**FROM - TO****GJS EOP Report****MONTH/YEAR****June 2023**

AA FEE - JUSTICE	187-000-35104	\$1,001.00
AA FEE - JUVENILE	001-000-35103	286
AA FEE - STATE	170-000-34206	6573
AA FEE - GENERAL	170-000-35114	715
CIVIL PENALTIES -COUNTY	001-000-35109	12450
COURT FACILTY FEE	187-000-35111	1415
GENTIC MARKER ANALYSIS	180-000-35101	426
SPECIALTY COURT FEE	170-000-34217	994
BLACKJACK FEES	187-35126-000	10
TOTAL		\$23,870.00



## Board of Storey County Commissioners Agenda Action Report

Meeting date: 8/1/2023 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Discussion and consideration of approval for Resolution No. 23-697 recognizing and commending Storey County employees who have served 10 to 15 years of service to the county.
- **Recommended motion:** I (commissioner) motion to approve Resolution No. 23-697 recognizing and commending Storey County employees who have served 10 to 15 years of service to the county.
- **Prepared by:** Austin Osborne

**Department:**                      **Contact Number:** 775.847.0968

- **Staff Summary:** The proposed resolution recognizes and commends Storey County employees who have served 10-15 years of service to Storey County. We appreciate and thank these employees for their service to the citizens, businesses, and stakeholders of the 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

RESOLUTION NO. 23-697

**A RESOLUTION HONORING  
10 OR MORE YEARS OF SERVICE  
TO STOREY COUNTY**

WHEREAS, the aforementioned members of the Storey County team have provided 10 or more years of service to the community of Storey County .

WHEREAS, the aforementioned are dedicated to their job and duties to the community of Storey County; and

WHEREAS, the aforementioned are gracious and giving of their time and expertise.

THEREFOR LET IT BE KNOWN to all that the Board of County Commissioners of Storey County do hereby commend and honor the aforementioned members of the Storey County team for dedication and service to the people of Storey County, Nevada this 1st day of August, 2023.

PASSED and ADOPTED the 1<sup>st</sup> day of August, 2023, by the following:

\_\_\_\_\_  
Jay Carmona  
Chairman

\_\_\_\_\_  
Clay Mitchell  
Vice-Chairman

\_\_\_\_\_  
Lance Gilman  
Commissioner

Attested: \_\_\_\_\_  
Jim Hindle, Clerk-Treasurer

THE FOLLOWING HAVE SERVED 10 OR MORE YEARS OF SERVICE:

Jeff Holman  
Lyndi Renaud  
Lance Gilman  
Samantha Loper  
Stanley Glowniak

Debra Burns  
Corliss Wood  
Tamara Migan  
Timothy Shropshire  
Joseph Welch  
Eric Kern





## Board of Storey County Commissioners Agenda Action Report

Meeting date: 8/1/2023 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Discussion and consideration of approval for Resolution No. 23-698 recognizing and commending Storey County employees who have served 15 - 20 years of service to the county.
- **Recommended motion:** I (commissioner) motion to approve Resolution No. 23-698 recognizing and commending Storey County employees who have served 15 - 20 years of service to the county.
- **Prepared by:** Austin Osborne

**Department:** **Contact Number:** 775.847.0968

- **Staff Summary:** The proposed resolution recognizes and commends Storey County employees who have served 15 - 20 years of service to Storey County. We appreciate and thank these employees for their service to the citizens, businesses, and stakeholders of the county.
- **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

RESOLUTION NO. 23-698

**A RESOLUTION HONORING  
15 OR MORE YEARS OF SERVICE  
TO STOREY COUNTY**

WHEREAS, the aforementioned members of the Storey County team have provided 15 or more years of service to the community of Storey County .

WHEREAS, the aforementioned are dedicated to their job and duties to the community of Storey County; and

WHEREAS, the aforementioned are gracious and giving of their time and expertise.

THEREFOR LET IT BE KNOWN to all, that the Board of County Commissioners of Storey County do hereby commend and honor the aforementioned members of the Storey County team for dedication and service to the people of Storey County, Nevada this 1st day of August, 2023.

PASSED and ADOPTED the 1<sup>st</sup> day of August, 2023, by the following:

\_\_\_\_\_  
Jay Carmona  
Chairman

\_\_\_\_\_  
Clay Mitchell  
Vice-Chairman

\_\_\_\_\_  
Lance Gilman  
Commissioner

Attested: \_\_\_\_\_  
Jim Hindle, Clerk-Treasurer

THE FOLLOWING HAVE SERVED 15 OR MORE YEARS OF SERVICE:

Trent Skretta  
Rebecca Parsons  
Jason Wierzbicki  
Austin Osborne  
Rachel Ferris  
James Deane

Lance Andres  
Jennifer McCain



## Board of Storey County Commissioners Agenda Action Report

Meeting date: 8/1/2023 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 15 min.

Agenda Item Type: Discussion/Possible Action

- **Title:** Discussion and consideration of approval for Resolution No. 23-699 recognizing and commending Storey County employees who have served 20 years of service to the county.
- **Recommended motion:** I (commissioner) motion to approve Resolution No. 23-699 recognizing and commending Storey County employees who have served 20 years of service to the county.
- **Prepared by:** Austin Osborne

**Department:**                      **Contact Number:** 775.847.0968

- **Staff Summary:** The proposed resolution recognizes and commends Storey County employees who have served 20 years of service to Storey County. We appreciate and thank these employees for their service to the citizens, businesses, and stakeholders of 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

RESOLUTION NO. 23-699

**A RESOLUTION HONORING  
20 OR MORE YEARS OF SERVICE  
TO STOREY COUNTY**

WHEREAS, Dave Curtis, Jana Seddon, and Greg Hess have provided 20 or more years of service to the community of Storey County .

WHEREAS, the foregoing are dedicated to their job and duties to the community of Storey County; and

WHEREAS, the foregoing are gracious and giving of their time and expertise.

THEREFOR LET IT BE KNOWN to all, that the Board of County Commissioners of Storey County do hereby commend and honor Dave Curtis and Jana Seddon for dedication and service to the people of Storey County, Nevada this 1st day of August, 2023.

PASSED and ADOPTED the 1<sup>st</sup> day of August, 2023, by the following:

---

Jay Carmona  
Chairman

---

Clay Mitchell  
Vice-Chairman

---

Lance Gilman  
Commissioner



## Board of Storey County Commissioners Agenda Action Report

**Meeting date:** 8/1/2023 10:00 AM -  
**BOCC Meeting**

**Estimate of Time Required:** 15 min.

**Agenda Item Type:** Discussion/Possible Action

- **Title:** Discussion and consideration of approval for Resolution No. 23-700 recognizing and commending Storey County employees who have served more than 20 years of service to the county.
- **Recommended motion:** I (commissioner) motion to approve Resolution No. 23-700 recognizing and commending Storey County employees who have served more than 20 years of service to the county.
- **Prepared by:** Austin Osborne

**Department:**                      **Contact Number:** 775.847.0968

- **Staff Summary:** The proposed resolution recognizes and commends Storey County employees who have served more than 20 years of service to Storey County. We appreciate and thank these employees for their service to the citizens, businesses, and stakeholders of 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

RESOLUTION NO. 23-700

**A RESOLUTION HONORING  
25 YEARS OF SERVICE  
TO STOREY COUNTY**

WHEREAS, Eileen Herrington has provided services to the Storey County community for 25 years.

WHEREAS, Eileen Herrington has been dedicated to her job and duties to the community of Storey County; and

WHEREAS, Eileen Herrington is gracious and giving of her time and expertise.

THEREFOR LET IT BE KNOWN to all, that the Board of County Commissioners of Storey County do hereby commend and honor Eileen Herrington for her dedication and service to the people of Storey County, Nevada this 1st day of August, 2023.

PASSED and ADOPTED the 1<sup>st</sup> day of August, 2023, by the following:

\_\_\_\_\_  
Jay Carmona  
Chairman

\_\_\_\_\_  
Clay Mitchell  
Vice-Chairman

\_\_\_\_\_  
Lance Gilman  
Commissioner

Attested: \_\_\_\_\_  
Jim Hindle, Clerk-Treasurer



## Board of Storey County Commissioners Agenda Action Report

**Meeting date:** 8/1/2023 10:00 AM -  
**BOCC Meeting**

**Estimate of Time Required:** 30 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 the Economic Development Authority of Western Nevada (EDAWN) being one of the county's two 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 the Economic Development Authority of Western Nevada (EDAWN) being one of the county's two 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:**
- **Legal review required:** False
- **Reviewed by:**

\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**



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



## STOREY COUNTY COMMISSIONERS' OFFICE

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

*Jay Carmona, Chair*  
*Clay Mitchell, Vice-Chair*  
*Lance Gilman, Commissioner*

June 22, 2023

Mr. Tom Burns  
Executive Director  
Nevada Governor's Office of Economic Development  
808 W. Nye Lane  
Carson City, Nevada 89703

Re: RDA Support from Storey County – EDAWN

Mr. Burns and GOED Board of Directors:

Storey County has supported the Economic Development Authority of Western Nevada (EDAWN) being one of the county's two Regional Development Authorities (RDAs). The Northern Nevada Development Authority (NNDA) also serves as an RDA in the county.

We have worked in partnership with EDAWN to expand careers and improve the quality of life for northern Nevada families by recruiting and supporting companies, and otherwise diversifying the region's economy.

Continued support of EDAWN as one of Storey County's RDAs is subject to approval of the Board of Storey County Commissioners at its August 1, 2023, meeting. We invited EDAWN to this board meeting to discuss our potential continued partnership, as well as economic development, housing, transportation, and other regional projects that may be fulfilled through cooperative engagement.

Until action by the Storey County Commission is taken, please accept this letter recognizing that the current relationship between Storey County and EDAWN is in good standing. We appreciated working with Mr. Kazmierski and wish him well in his retirement. We also look forward to working with incoming President and CEO Taylor Adams and our continued strong relationship with the EDAWN team.

Our office will promptly furnish GOED a letter representing the board's August 1, 2023, decision on this matter. Please do not hesitate to reach me in the meantime.

Sincerely,

A handwritten signature in black ink, appearing to read "Austin Osborne", is written over a horizontal line.

Austin Osborne  
Storey County Manager

Cc.: Storey County Commissioners  
EDAWN President and CEO Mike Kazmierski  
EDAWN Incoming President and CEO Taylor Adams

Page 1 of 1



## 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](mailto:commissioners@storeycounty.org)

*Jay Carmona, Chair*  
*Clay Mitchell, Vice-Chair*  
*Lance Gilman, Commissioner*  
  
*Austin Osborne, County Manager*

July 18, 2023

Mr. Tom Burns  
Executive Director  
Nevada Governor's Office of Economic Development  
808 W. Nye Lane  
Carson City, Nevada 89703

RE: Storey County RDA Support for Economic Development Authority of Western Nevada

Dear Mr. Burns:

Please let this letter confirm that the Board of Storey County Commissioners on July 18, 2023, took action to recognize the relationship between Storey County and the Economic Development Authority of Western Nevada (EDAWN) as one of the two Regional Development Authorities of Storey County. The Northern Nevada Development Authority (NNDA) also serves as one of the county's RDAs.

We have worked in partnership with EDAWN to expand careers and improve the quality of life for northern Nevada families by recruiting and supporting companies, and otherwise diversifying the region's economy.

We appreciated working with Mr. Kazmierski and wish him well in his retirement. We look forward to working with the organization's new President and CEO Taylor Adams and continuing our strong relationship with the EDAWN team.

Thank you for recognizing our continued partnership with EDAWN in economic development.

Respectfully,

\_\_\_\_\_  
Jay Carmona  
Commission Chair

\_\_\_\_\_  
Clay Mitchell  
Commission Vice-Chair

\_\_\_\_\_  
Lance Gilman  
Commissioner

C.c.: Honorable Governor Lombardo  
EDAWN President and CEO Taylor Adams



**Reno**  
**Sparks**  
**Tahoe**

**Economic Development Authority**

**and Western Nevada**



# Storey County Update

Mike Kazmierski, President and CEO

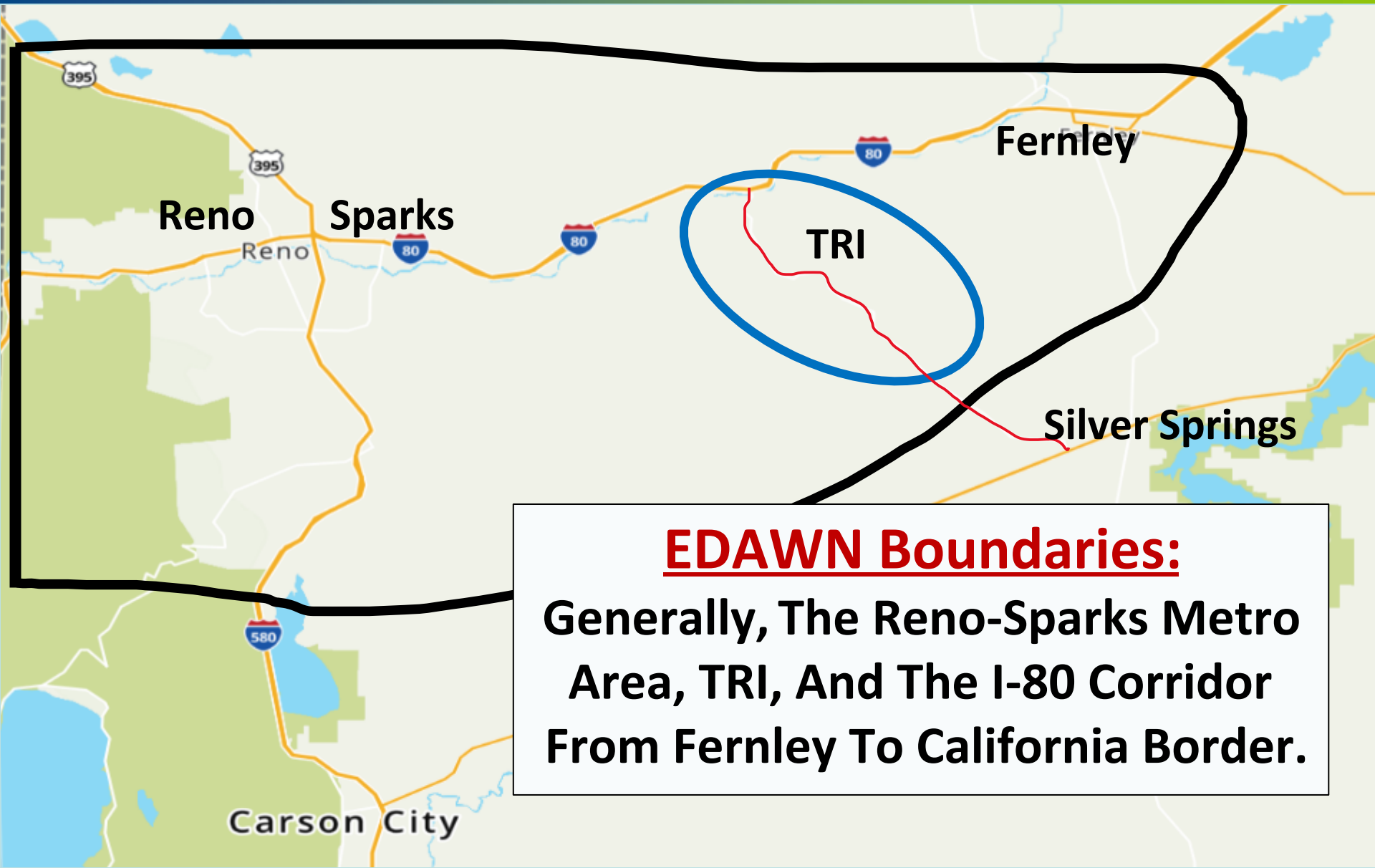
*August 1, 2023*

# What Is EDAWN ?

## Economic Development Authority Of Western Nevada

- **Non-Profit** That Leads Economic Development Efforts Of The Region
- Mission To Attract / Retain & Grow **Quality Jobs**
- **One Of Seven** - State Development Authorities
- A **Community Board** With Members From: Government, Business, Education & Partners
- **Area Of Responsibility** - Metro Area to Fernley

# EDAWN's Area Of Responsibility



## **EDAWN Boundaries:**

**Generally, The Reno-Sparks Metro Area, TRI, And The I-80 Corridor From Fernley To California Border.**

# National Recognition

- Milken Institute May 2023  
Reno # 2 For Wage Growth And  
#16 Best-Performing Cities.
- Liviability Apr 2023  
Top 25 Best Places to Live Out  
West
- SmartAsset Dec 2022  
Reno – Sparks Top 25 Largest  
Gen Z Workforce
- US News & World Report Nov 2022  
Reno # 9 Best Places to Live For  
Quality of Life
- Niche June 2022  
Reno #21 Best Cities for Outdoor  
Activities





# More National Recognition

- Living Cozy November 2021  
Reno – Sparks Ranked #6 best place for Gen Z looking to “fly the nest”
- Business Facilities August 2021  
Reno-Sparks Top 10 Cities For Millennials.
- Business Insider July 2021  
Reno Is #8 Best Cities To Start A Business Or To Move To
- Advisor Smith Solutions June 2021  
Reno Is #3 In Top Cities Where Manufacturing Is Thriving



# EDAWN

# FOCUS

**Workforce  
Development**

**Entrepreneurial  
Development**

**Diversified  
And  
Resilient  
Economy**

**Quality Job  
Attraction**

**Quality Job  
Retention**

**Community  
Development**

# 2023 **Attraction** Priorities

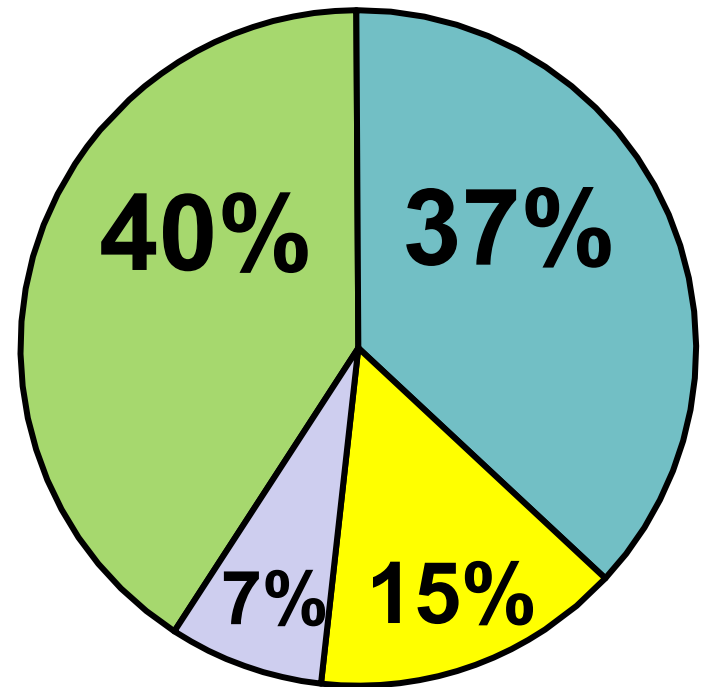
- California – Near Term Opportunity
- Corporate Headquarters
- Technology, Biotech, Fintech, Cleantech, And Advanced Manufacturing
- Higher Paying Jobs, **> \$40 / Hour**



# How Did We Do In 2022?

- **27 New Companies**
- **New Jobs – 2,263**
- **Average Wage - \$68,000**
- **Corporate HQ's - 12**
- **Co's From CA - 12**
- **Companies In Tech - 11**

■ Technology  
■ Manufacturing  
■ Dis / Log / E-Com  
■ Other



# Manufacturing Employment **Growth**

**Nevada Ranks #1**

**Reno Is #2** Top Mid-Sized Cities Where Manufacturing Is Thriving (Construction Coverage) June 2021



# Technology **Growth** 2010- 2023

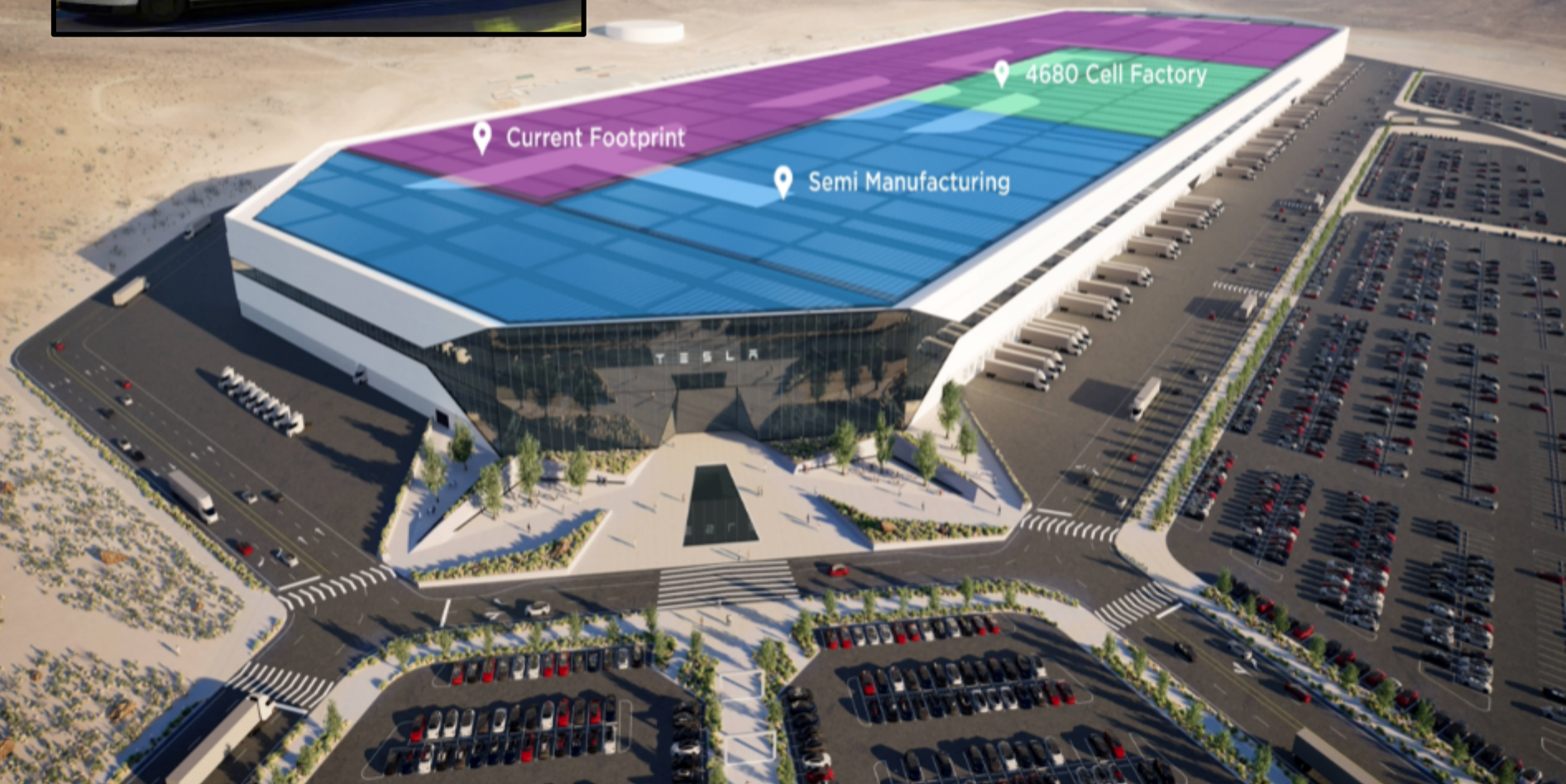
## New

- Tesla
- Apple
- Bombora
- Alchemy
- Figure
- Google
- Redwood Materials
- Clear Capital
- Switch





# TESLA \$3.6B Expansion



# 2020- 23 **Storey County** Projects

Industry	Company	Jobs	From
Manufact - Tech	Nanotech Energy	900	CA
Manufacturing	ThyssenKrupp	69	IL
Manufacturing	Redwood Materials	701	NV
Manufacturing	Sparks, NV LLC	40	NV
Manufacturing	Stericycle	51	IL
E-Commerce	TLS Supply Chain Solutions	50	INTL
Logistics/Dist	Superior Essex	50	CA
Logistics/Dist	PIP USA	50	CA
Manufacturing	Tesla	3,000	CA
Logistics/Dist	OMNI Cable	50	PA



# Hot Prospects For **Storey County**

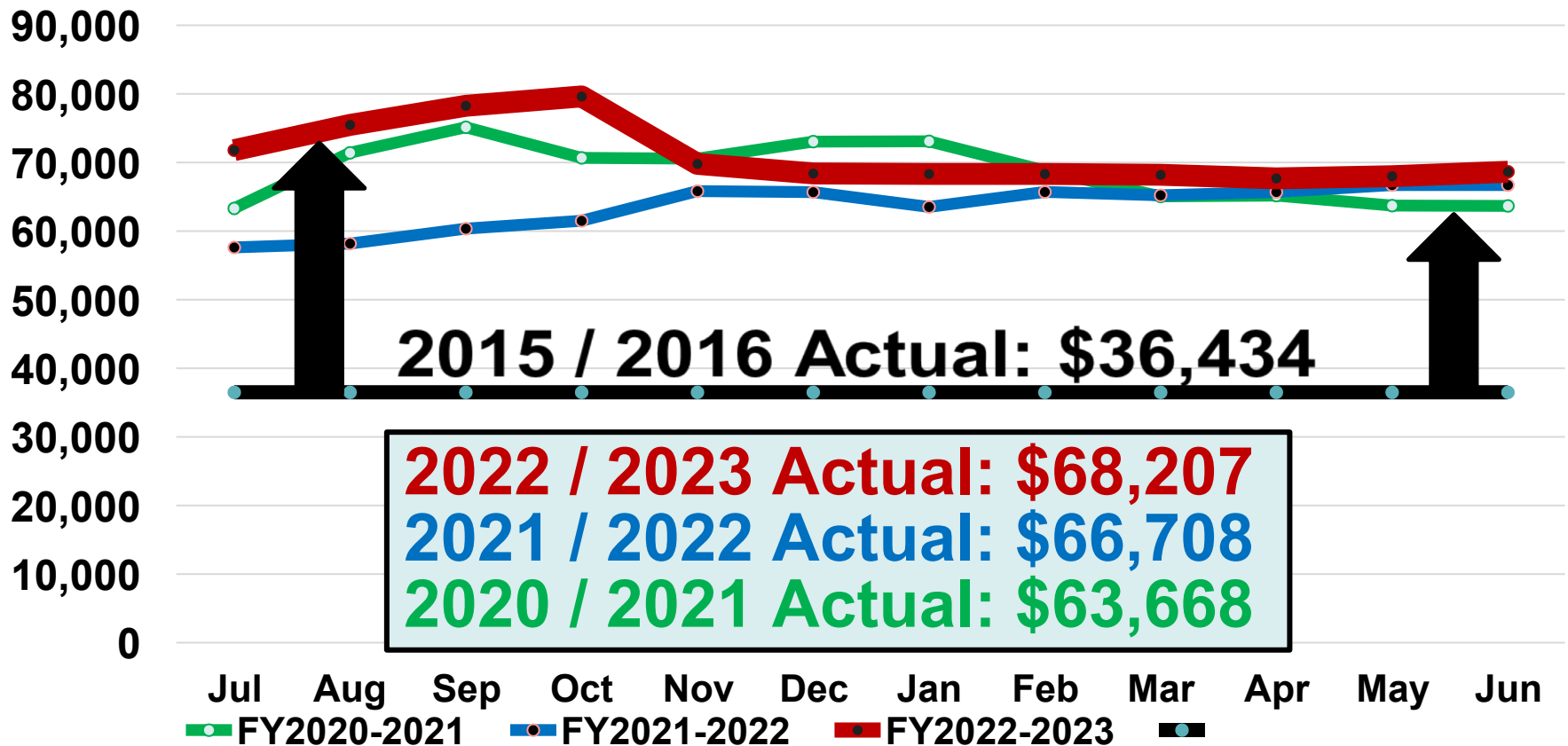
Industry	Jobs	HQ	Closing Dates	Relocation State
Materials Handler / Lithium Plastics	1,000		Q1 2024	CA
Data Center	50		Q4	CA
Modular Homes Manufacturer	150		Q4	CA
<b>Total</b>	<b>1,200</b>			

**Total EDAWN Projects That Landed  
in Story County Since Jan 2012 = 45!**

# Average Wage FY 2023

2023 Goal: \$65,000

YTD Actual: \$67,682



# Our Services - BREWD Team

## Help Existing Companies Succeed

**Support New  
& Existing  
Primary  
Companies**

**Facilitate  
Business to  
Business  
Connections**

**Connect with  
Education  
Providers &  
Programs**

**Provide  
Workforce  
Connection  
&  
Assistance**

**Support  
Business  
Expansions**

**Remove  
Roadblocks**

**Tackle &  
Resolve  
Issues**

**Provide  
Connection  
to  
Community  
Resources**

# Retention-Expansion-Workforce

- **Assist Primary Companies**
- **Drive Expansions**
- **Connect To Valuable Resources**
- **Remove Roadblocks**
- **Connect Businesses With Each Other**
- **Help New Companies Get Established**
- **Implement Comprehensive Workforce Development Plan**



# Developing Skills Of The Future

- WCSD **CTE** Simulated Workplace **Partnerships**
- Girls On The Run & First Nevada – **Robotics Camp**
- TMCC **Career Immersion** Pilot Program
- **PBS** “STEM Works” Videos
- Industry Focused Career Counseling



# Startup Growth In 2022

- **42 NEW** Startups Formed
- **370 NEW** Startup Jobs
- **Average Wage: ~ \$90k**
- **17 Startup Relocations, Including:**



# Venture **Investments** In 2022

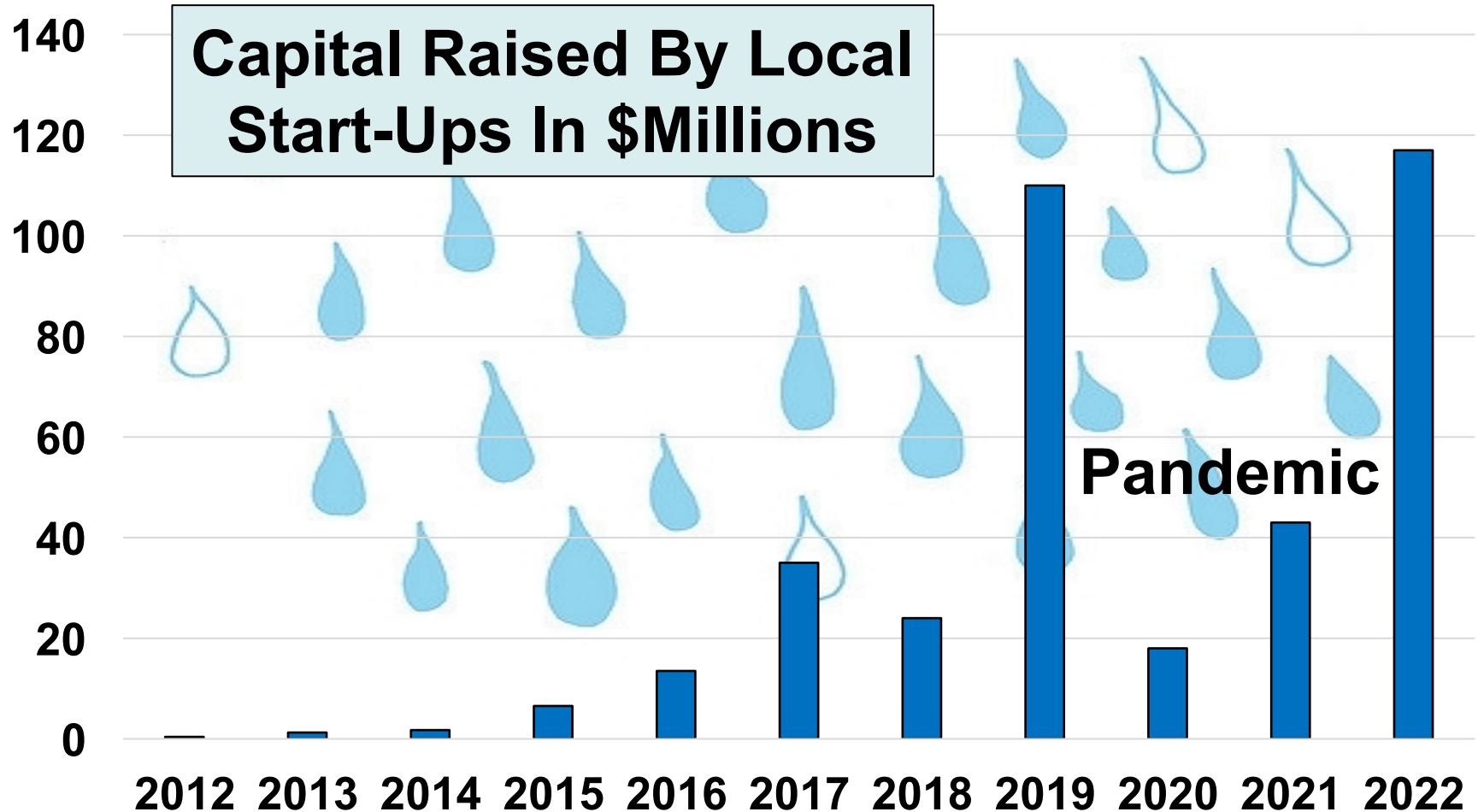
## **\$651M** Raised By Local Startups:

- **26 Companies** Funded
  - Angel, Pre-Seed, Seed = \$32.1M
  - Series A, B, Venture = \$458.8M
- Dragonfly Energy (\$150M)
  - Unstoppable Domains (\$65M)
  - Ohmium (\$45M)





# Entrepreneurial Success - Capital





# Start-up Does Not Mean Small !

## Cleantech:

LEDGER<sup>87/60</sup>



## BatteryTech:

REDWOOD  
MATERIALS

NE Nanotech  
Energy



## Fintech:

Azibo

Kikoff



Ridgeline

FIGURE

## Other Tech:

okCapsule<sup>®</sup>

Talage<sup>®</sup>



Algorithmic  
Intuition

# Community Development Initiatives

- Funding For **School Infrastructure – WC-1**
- EPIC Report And Update
- **Downtowns** Revitalization & Start-Up Row
- **Arts and Culture** – Art Map; Business & Arts
- **Regional Trails Coordinated Planning**
- Traffic Issues On I-80 (Transit & Capacity)
- **Transitional Housing** Dorms on Sage Street
- Regional Land's Bill & **Lands Study**
- **Nevada Cares Campus - Homelessness**

# Concerns and **Community Challenges**

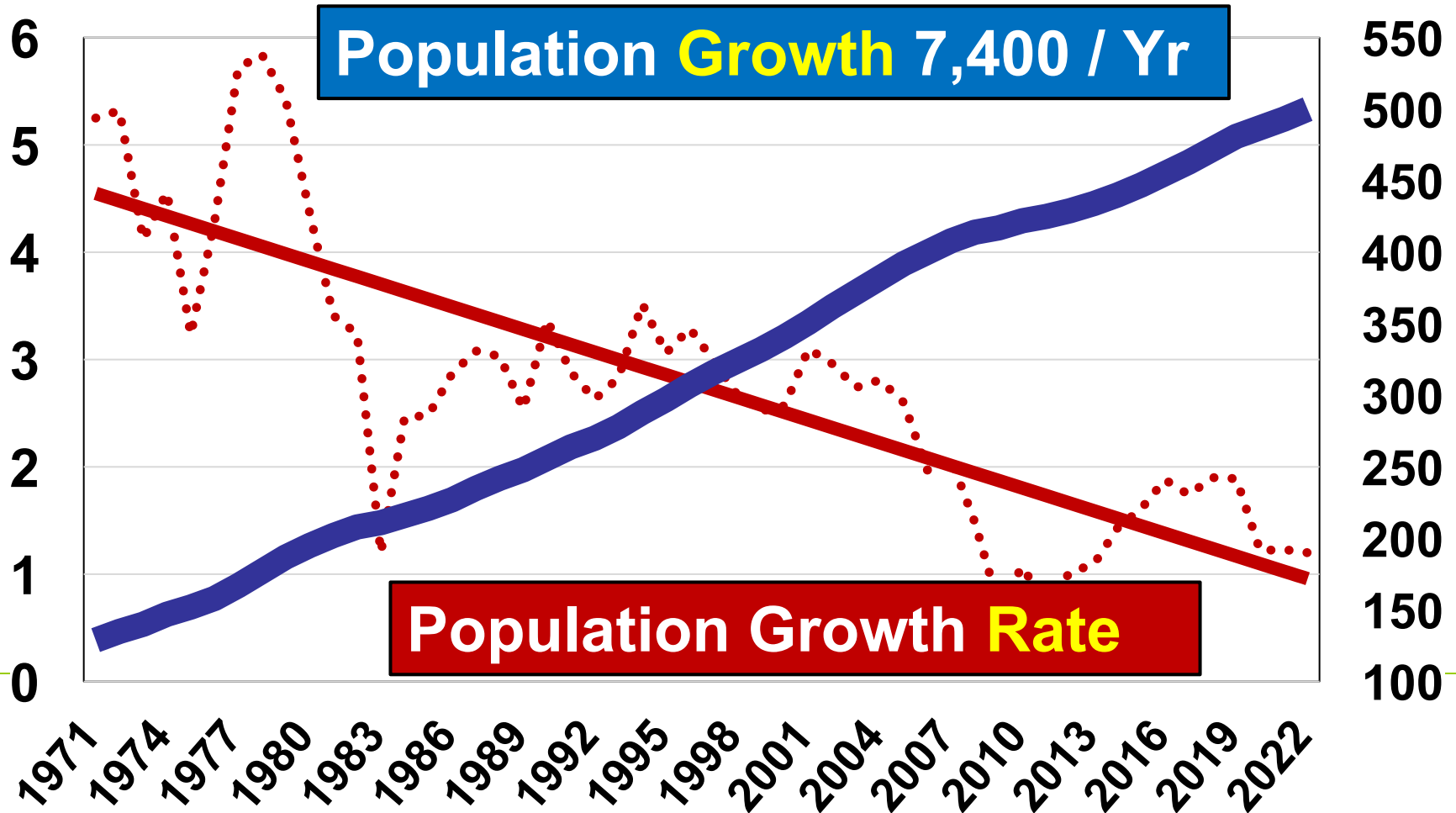


1. Workforce Availability
2. Funding For Education
3. Affordable - Workforce Housing
4. Homelessness



# We Are Growing **Slower Than Ever!**

**Slowing Growth Rate From 5% to 1%**



# Greatest Challenge **Affordable** Housing

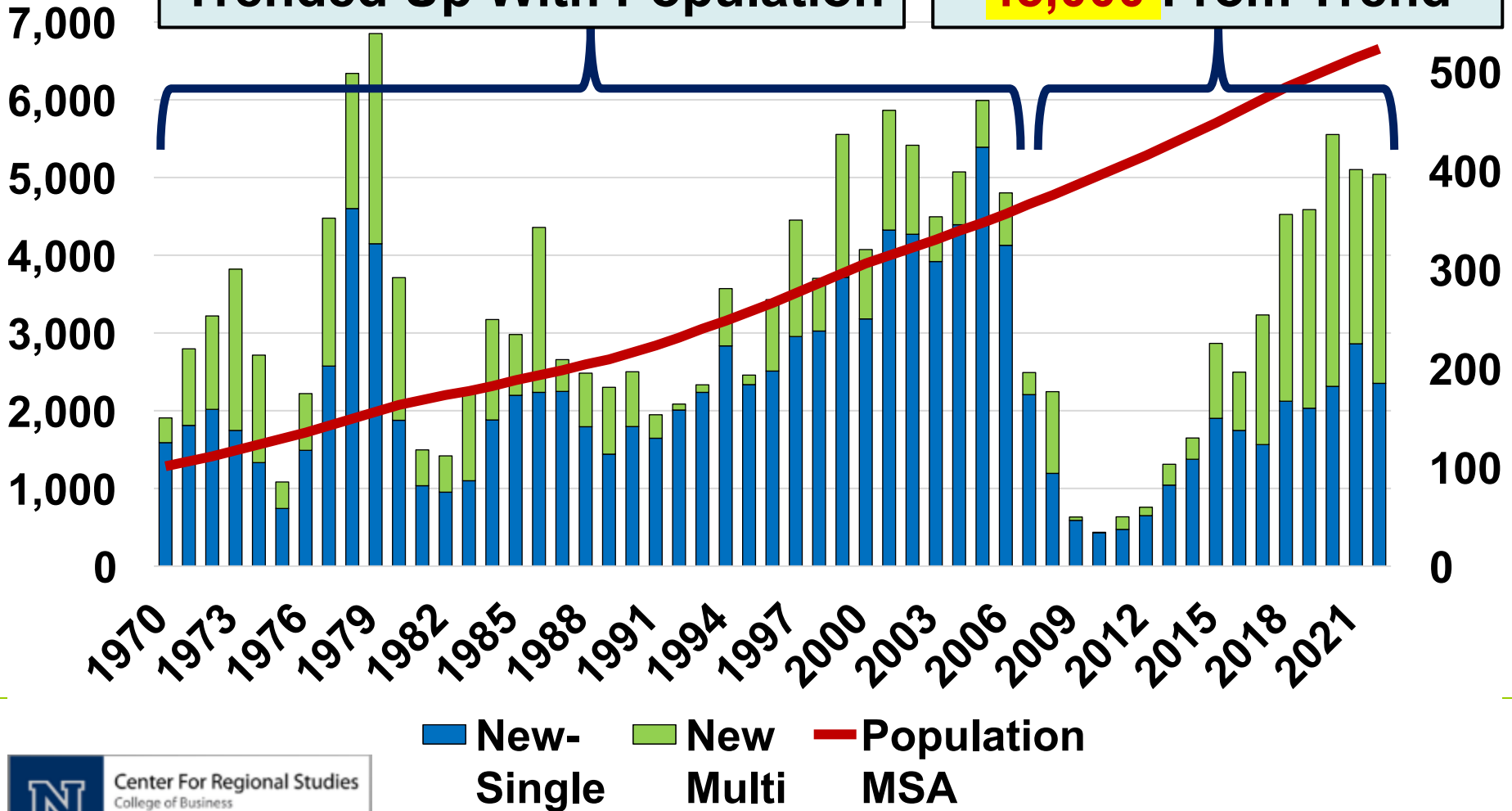
- **Fewer** Housing Units Than We Need
- Not Just Here – But [A National Problem](#)
- Housing **Shortage** [Impacts](#):
  - Drives Up Prices
  - Forces Low Income Citizens Out
  - Increases Sprawl And Traffic
  - Increases Homelessness
  - Less Attractive



# New Housing Vs Population

For 35 Years New Housing Trended Up With Population

Past 15 Years **Short**  
**45,000** From Trend



# So We're Running Out Of Land, **Now What?**

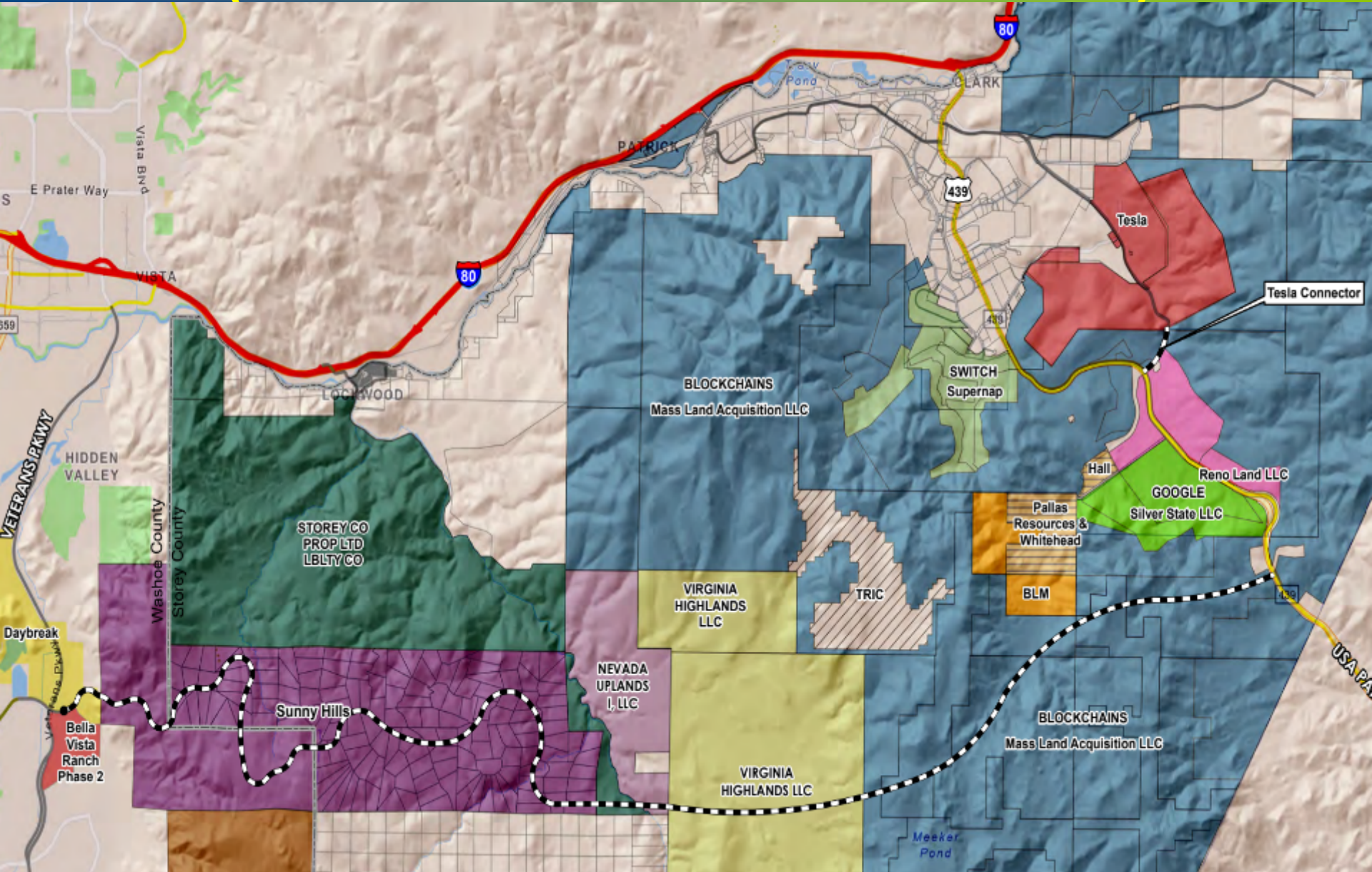
- **Truckee Meadows Lands Bill** Opens Up BLM Land NE Of Sparks For Sale And Local Use
- 85% Of The State **Federally Owned** Land
- The **10% Generated From Land Sales Goes To:**
  - Conservation Initiatives
  - Hazardous Fuels Reduction Wildfire Prevention
  - Acquisition Of Environmentally Sensitive Land
  - **Parks, Trails, And Natural Areas**

**Provides Land For Housing**



# Possible Southern Connector

(Exact Route To Be Determined)





# **Regional** Public / Private Partners

<b>City of Reno</b>	<b>UNR</b>	<b>State Offices</b>
<b>City of Sparks</b>	<b>TMCC / WNC</b>	<b>Nevada JobConnect</b>
<b>City of Fernley</b>	<b>DRI</b>	<b>NVIE</b>
<b>Washoe County</b>	<b>RSCVA</b>	<b>Reno-Tahoe Airport Authority</b>
<b>Storey County</b>	<b>The Chamber</b>	<b>NV Energy</b>
<b>Washoe County School District</b>	<b>Nevada Museum of Art</b>	<b>Downtown Reno Partnership</b>
<b>GOED</b>	<b>RTC</b>	<b>Investors</b>
<b>DETR</b>	<b>NCET</b>	<b>Many Others !</b>

# Questions?





## Board of Storey County Commissioners Agenda Action Report

Meeting date: 8/1/2023 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 20

Agenda Item Type: Discussion/Possible Action

- **Title:** Presentation by the Bureau of Land Management regarding the Greenlink West Project Draft Environmental Impact Statement, a transmission corridor for NV Energy located between Las Vegas and Reno which will traverse through Storey County.
- **Recommended motion:** None
- **Prepared by:** Kathy Canfield

**Department:**                      **Contact Number:** 775-847-1144

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

\_\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

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



## Board of Storey County Commissioners Agenda Action Report

Meeting date: 8/1/2023 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 10

Agenda Item Type: Discussion/Possible Action

- **Title:** Review and if appropriate, approval of response letter regarding Greenlink West Project Draft Environmental Impact Statement.
- **Recommended motion:** I, (commissioner), move to approve the submittal of the attached letter to the Bureau of Land Management in response to the Storey County review of the Greenlink West Project Draft Environmental Impact Statement.
- **Prepared by:** Kathy Canfield

**Department:**                      **Contact Number:** 775-847-1144

- **Staff Summary:** County staff have reviewed the Draft EIS for the Greenlink West Project and have identified outstanding questions and concerns about how the proposed project may impact Storey County land.
- **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

August 1, 2023

Bureau of Land Management  
Nevada Office  
Attention Brian Buttazoni

RE: Comments on Greenlink West Transmission Project, Environmental Impact Statement

Storey County, Nevada, is in receipt of the Greenlink West Transmission Project Environmental Impact Statement (EIS) and offers the following comments on the document:

- Storey County requests that alternative routes within Storey County be analyzed in the EIS to determine the least impacting on properties within Storey County. The NV Energy preferred alternative route analysis through Storey County (Appendix A and Appendix B,) does not appear to thoroughly analyze the impacts a transmission project may have on Storey County including impacts on the private lands associated with the proposed corridors and potential development within Storey County. Impacts to cultural/historic resources and new access creating nuisances are significant concerns that the document does not address adequately. Although NV Energy's route analysis may be appropriate to determine their needs associated with operations and costs for construction, the analysis doesn't include the impacts to Storey County or the private land owners. Outstanding questions include the following:
  - How are the alternative routes consistent with the Storey County Master Plan and the Storey County zoning ordinance? A transmission line may be more compatible with industrial land uses rather than residential land uses. Can the selected route demonstrate consistency with the Master Plan and zoning ordinance as required by the Federal Land Policy Management Act (FLPMA) when other potential routes may identify greater consistency with the Master Plan and zoning ordinance? Can any existing transmission corridors be utilized? Storey County has worked with NV Energy and BLM in the past to identify transmission corridors in the Master Plan, however, the east/west routing does not appear to follow any type of existing corridor.
  - How does the location of the proposed route/160-foot wide permanent easement impact development potential on private property? Does the route create any non-conforming parcels of land and/or eliminate private property development potential? Can the private land owner utilize any portion of the easement area for their own development? Are any access points to private property impacted?

- How does the route location impact Storey County emergency responses? The east/west portion of the corridor is located in a remote mountainous area, almost entirely on private property. This corridor, especially the east/west portion, introduces a new area of emergency service coverage with development of a corridor. How is this new coverage area mitigated?
- The proposed route includes a permanent 24-foot wide roadway. The roadway appears to offer a direct OHV (off highway vehicle) route from the Mira Loma substation to Highway 50 across private properties. How is this potential nuisance and OHV traffic avoided so that the route itself does not create new nuisance issues and emergency service responses? If fencing is proposed, how does this impact wildlife access/corridors?
- The preferred alternative is located in close proximity to the Lagomarsino Petroglyphs culture site. The EIS mentions this feature and evaluates the impact of the view of transmission corridor from the site, but analysis of the impacts of the transmission line near the site is not included in the evaluation. The transmission corridor, including the permanent roadway associated with the corridor, appears to provide easy access to the site that does not currently exist today. This creates new potential for human impacts on the area, including vandalism. Impacts of having additional human activity in the general vicinity of the site are not included in the analysis.
- Transmission corridors, especially electric lines, are a concern for fire danger. The analysis in the EIS (Section 3.17.3) has a discussion on how fire management is conducted on federal lands, but how will fire management be conducted within the corridor on private properties? How are lines monitored in remote locations? Because of the remote location, there is the potential for notice of incidents and response times to be delayed which can then make a situation even more dangerous or impactful.
- Is there the potential to co-locate the transmission corridor with other existing or potential utility or transportation corridors or with conceptual development plans of private property owners? Would development of this electric transmission corridor prohibit any other type of future utility or transportation corridor from being able to follow this route or share such an easement with NV Energy?

Storey County is not opposed to the overall goals of the Greenlink West Transmission project and has been a partner with NV Energy on many projects in the past. This EIS document is missing a thorough analysis of impacts to the private properties and leaves many questions as to how these potential impacts would be addressed within Storey County.

Storey County staff are available to answer any questions, or assist with information as may be necessary to address the above questions and concerns.

Thank you,







Date: 6/29/2021

Scale: 1:100,000



- Legend**
- Existing Project Substation
  - Alternative Route Link and Node
  - Preliminary Point of Intersection (Preferred Route)
  - Amplifier Site
  - Preliminary Construction/Material Yard
  - Existing Road (Preferred Route)
  - Existing Road Requiring Improvement (Preferred Route)
  - New Road (Preferred Route)
  - Map Page
- Reference Features**
- 120 - 138 kV Transmission Line
  - 345 kV Transmission Line
  - County Line
  - BLM Legacy Locally Designated Utility Corridor
  - Bureau of Land Management
  - Private or Unknown
  - Area of Critical Environmental Concern
  - Highway



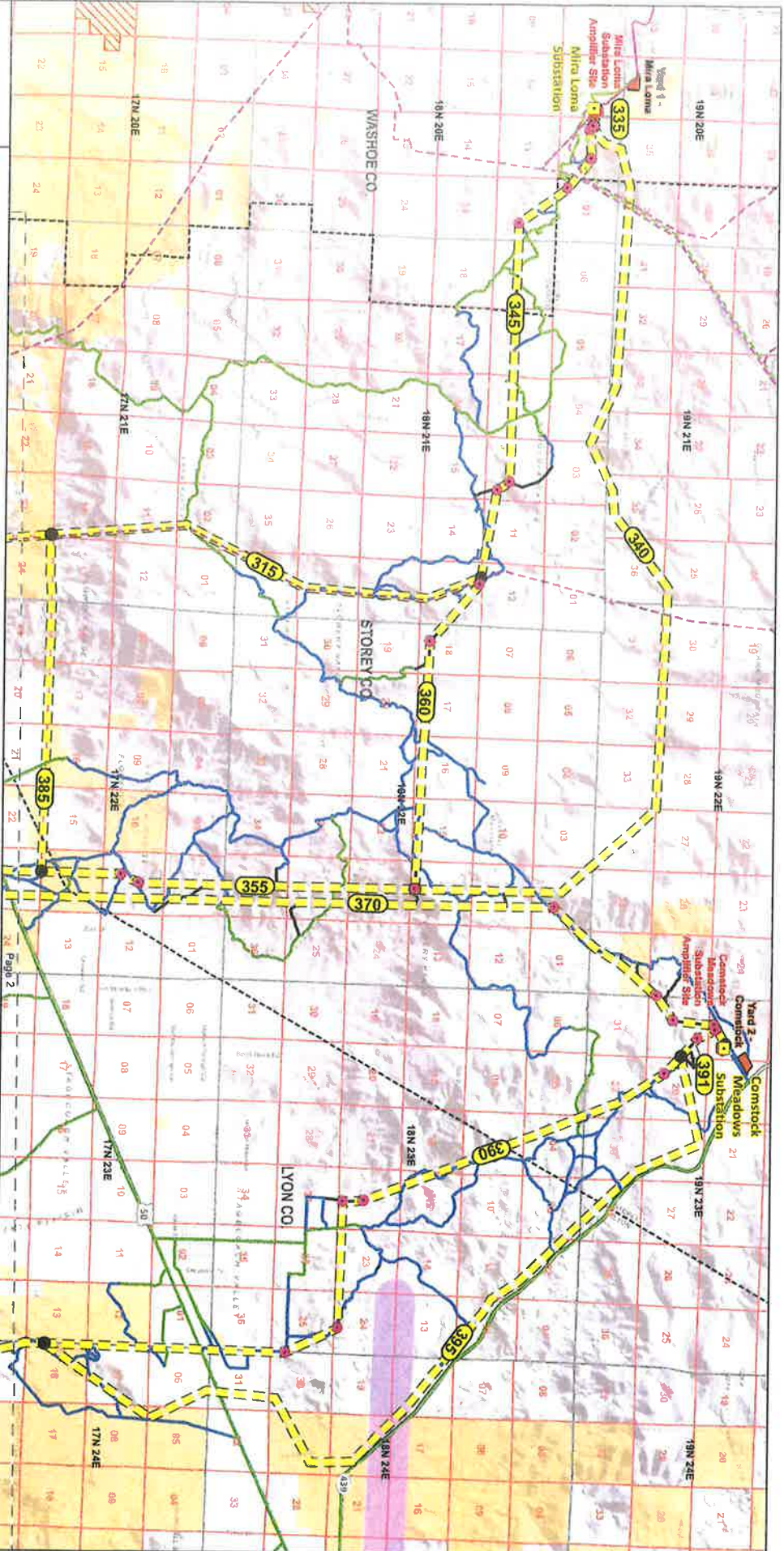
NEVADA  
CALIFORNIA

**ALTERNATIVE ROUTE LINKS**

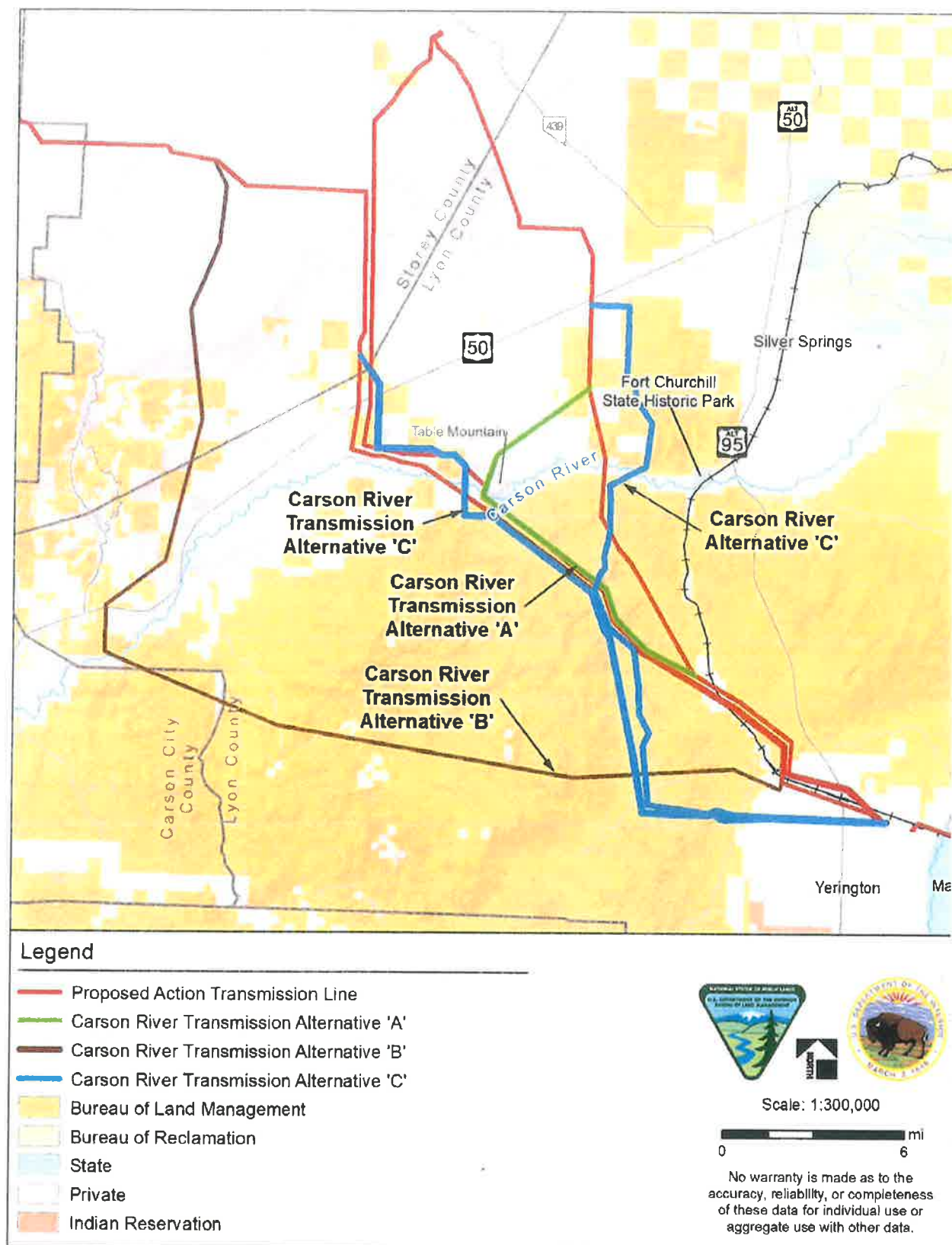
**Greenlink West**

Map 1 of 24

**NVenergy**







**Figure 2-15. Carson River Transmission Line Route Group**

#### **Fort Churchill to Northwest (FCN)**

- FCN-A: Links 100, 105, 110, 115, 124, 125, 130, 135, 136, 138, 142, 143, 150
- FCN-B: Links 100, 105, 111, 118, 124, 125, 130, 135, 137, 139, 141, 143, 140, 145
- FCN-C: Links 100, 120, 122, 112, 115, 124, 125, 130, 135, 137, 139, 141, 143, 140, 145
- FCN-D: Links 100, 120, 121, 125, 130, 135, 136, 138, 142, 143, 150

#### **Northwest to Harry Allen (NH)**

- NH-A: Links 145, 155, 165, 170, 190, 210
- NH-B: Links 145, 155, 165, 170, 200
- NH-C: Links 145, 155, 160, 180, 210

#### **Fort Churchill to Mira Loma (FCM)**

- FCM-A: Links 305, 350, 355, 360, 345, 335
- FCM-B: Links 305, 350, 355, 340, 335
- FCM-C: Links 305, 310, 315, 345, 335
- FCM-D: Links 305, 350, 385, 315, 345, 335

#### **Fort Churchill to Comstock Meadows (FCC) #1 and #2**

- FCC-A: Link 370
- FCC-B: Links 380, 390, 391
- FCC-C: Links 380, 395, 391

### **1.3.2 Structures**

The transmission lines will include the placement of tangent, angle, and dead-end structures. For the 525 kV transmission lines, tangent structures will consist of steel pole H-Frame, steel monopole, or guyed steel lattice structures. Dead-end and angle structures will consist of steel three-pole structures or steel lattice towers. For the 345 kV transmission lines, tangent structures will consist of steel pole H-Frame structures, and dead-end and angle structures will consist of steel three-pole structures.

At each structure location, a temporary work area will be needed for construction lay-down, structure assembly, and structure erection. The work area layout is a function of the structure type. Work areas for tangent suspension structures fall within the transmission line ROW, whereas angle and dead-end structures may extend outside the ROW.

### **1.3.3 Pulling and Tensioning Sites**

Wire pulling and tensioning sites (hereafter referred to as pull sites) are locations where specialized equipment including winch trucks, light crawler tractors, or excavators are used to spool out and tension the conductors and shield wires. As part of this Final Study, preliminary pull sites were identified at large points of intersection, dead-end structures, and midspan locations along the preferred route as follows:

- Points of Intersection and Dead-end Structures: Pull sites were located within the ROW (except at large angle dead-end structures), abutting the structure work area, and at a 700-foot radius from

### **Fort Churchill to Mira Loma (FCM)**

#### **FCM-A**

FCM-A scored "1" for overall route compatibility and is the preferred route. FCM-A has the shortest line length (44.2 miles) and the lowest relative cost to construct and cost per mile. It crosses the second lowest number of parcels (95) and 30.1 miles of private land. This route utilizes a portion of the existing Tracy to Blackhawk easement. FCM-A crosses two NHTs in five locations that determined its score of "2" for permitting factors. It also crosses an NRHP-listed historic district. NHT crossings and crossing of NRHP-listed properties involve higher level SHPO and NPS consultation under Section 106 of the National Historic Preservation Act.

#### **FCM-B**

FCM-B scored "2" for overall route compatibility. It has the third longest line length (47.1 miles) and moderate relative cost to construct and cost per mile. It has the least number of parcels crossed (59) but the most miles (33) of private lands crossed. Like FCM-A, it utilizes a portion of the existing Tracy to Blackhawk easement, crosses two NHTs in five locations, and crosses an NRHP-listed historic district.

#### **FCM-C**

FCM-C scored "3" for overall route compatibility, which represents the least preferred alternative. It has the longest line length (52.1 miles) and highest relative cost to construct and cost per mile. FCM-C crosses the greatest number of parcels (151) but the least miles (25) of private lands crossed. It parallels the most miles of existing transmission line. FCM-C crosses two NHTs in two locations and five known eligible cultural sites.

#### **FCM-D**

FCM-D scored "1" for overall route compatibility. It has a slightly longer line length (45.5 miles) than FCM-A and moderate relative cost to construct and cost per mile. It has the second highest number of parcels crossed (133) but the third lowest miles (30.9) of private lands crossed. Like FCM-A and -B, it crosses two NHTs in five locations and an NRHP-listed historic district.

### **Fort Churchill-Comstock Meadows (FCC)**

#### **FCC-A**

FCC-A scored "2" for overall route compatibility and is the preferred route for FCC #1. While FCC-A has the longest line length (36.7 miles) and crosses the greatest number of parcels (41) and 19.7 miles of private land, it parallels the existing Tracy to Blackhawk easement from north of US Highway 50 to the Comstock Meadows Substation. It has the highest relative cost to construct and cost per mile due to line length and rough terrain. It crosses two NHTs in three locations, an NRHP-listed historic district, the Walker River Indian Reservation, and three known eligible cultural sites.

#### **FCC-B**

FCC-B scored "1" for overall route compatibility and is the preferred route for FCC #2. FCC-B has the shortest line length (33.1 miles) and crosses 37 parcels and 19.8 miles of private land. It has the lowest relative cost to construct and moderate cost per mile. It crosses two NHTs in four locations and three known eligible cultural sites.

Nellis Air Force Base, and 6.5 miles of desert tortoise designated critical habitat. This alternative is entirely located within general desert tortoise habitat.

- **NH-C:** This alternative is approximately 34 miles long and uses the WVEC for approximately 3% of its length and a designated BLM utility corridor for approximately 29% of its length. This alternative crosses the Las Vegas Paiute Indian Reservation along the southern edge of the reservation, parallels the railroad, and is entirely located within general desert tortoise habitat.

### 3.1.3 Fort Churchill to Mira Loma 345 kV Transmission Line

The results of the evaluation identified four alternative transmission line routes.

- **FCM-A:** This alternative is approximately 44 miles long and is not located in any designated utility corridors. This alignment uses a portion of the existing Tracy to Blackhawk easement north of US Highway 50 and west of Stagecoach, Nevada.
- **FCM-B:** This alternative is approximately 47 miles long and is not located in any designated utility corridors. This alignment uses a portion of the existing Tracy to Blackhawk easement north of US Highway 50 and west of Stagecoach, Nevada.
- **FCM-C:** This alternative is approximately 52 miles long and is not located in any designated utility corridors.
- **FCM-D:** This alternative is approximately 46 miles long and is not located in any designated utility corridors.

### 3.1.4 Fort Churchill to Comstock Meadows 345 kV Transmission Line


The results of the evaluation identified three alternative transmission line routes.

- **FCC-A:** This alternative is approximately 37 miles long and is not located in any designated utility corridors. This alignment uses the existing NV Energy easement between the north Dayton area and Comstock Meadows.
- **FCC-B:** This alternative is approximately 33 miles long and is not located in any designated utility corridors.
- **FCC-C:** This alternative is approximately 35 miles long and is not located in any designated utility corridors. A portion of it parallels State Highway 439.

### 3.1.5 Fort Churchill Substation

A new Fort Churchill 525/345/230/120 kV Substation will be constructed approximately 1,600 feet west of the existing Fort Churchill 230/120 kV Substation. The proposed substation will also require the construction of one new 525 kV getaway transmission line and three new 345 kV transmission line getaways, and realignment of one existing 230 kV transmission line and six existing 120 kV transmission line getaways. All substation and transmission line realignment work will occur on land owned by NV Energy. As such, no alternative substation sites were identified or evaluated.

It is recommended that the 345 kV line exits at the Fort Churchill Substation be swapped to eliminate crossing of the line to the Mira Loma Substation and the two lines to the Comstock Meadows Substation. Specifically, the Mira Loma line terminal should be relocated to the south of the two Comstock Meadows line terminals within the Fort Churchill 345 kV yard. The location of the Comstock Meadows Line #1 exit with respect to the Comstock Meadows Line #2 exit should also be confirmed during preliminary

	<h1>Board of Storey County Commissioners</h1> <h2>Agenda Action Report</h2>	
Meeting date: 8/1/2023 10:00 AM - BOCC Meeting	Estimate of Time Required: 10	
Agenda Item Type: Discussion/Possible Action		

- **Title:** A Parcel Map request to return previously consolidated two parcels of land back into two legal lots of record. The parcel map alters the original lot line configuration slightly to allow for easier parcel access. The property is located at 21430 Saddleback Road in the Virginia City Highlands neighborhood of Storey County, Nevada, Assessor's Parcel Number 003-101-69.
- **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 waive the requirement for a Tentative Map and move to approve a Parcel Map to return previously consolidated two parcels of land back into two legal lots of record. The parcel map alters the original lot line configuration slightly to allow for easier parcel access. The property is located at 21430 Saddleback Road in the Virginia City Highlands neighborhood of Storey County, Nevada, Assessor's Parcel Number 003-101-69.
- **Prepared by:** Kathy Canfield

**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



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**To:** Storey County Board of County Commissioners

**From:** Storey County Planning Department

**Meeting Date:** August 1, 2023

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

**Staff Contact:** Kathy Canfield

**File:** 2023-023

**Applicant:** Nikolai Travis

**Property Location:** 21430 Saddleback Road, Virginia City Highlands, Storey County, Nevada, Assessor's Parcel Number (APN) 003-101-69

**Request:** A Parcel Map to return previously consolidated two parcels of land back into two legal lots of record. The parcel map alters the original lot line configuration slightly to allow for easier parcel access. The property is located at 21430 Saddleback Road in the Virginia City Highlands neighborhood of Storey County, Nevada, Assessor's Parcel Number 003-101-69.

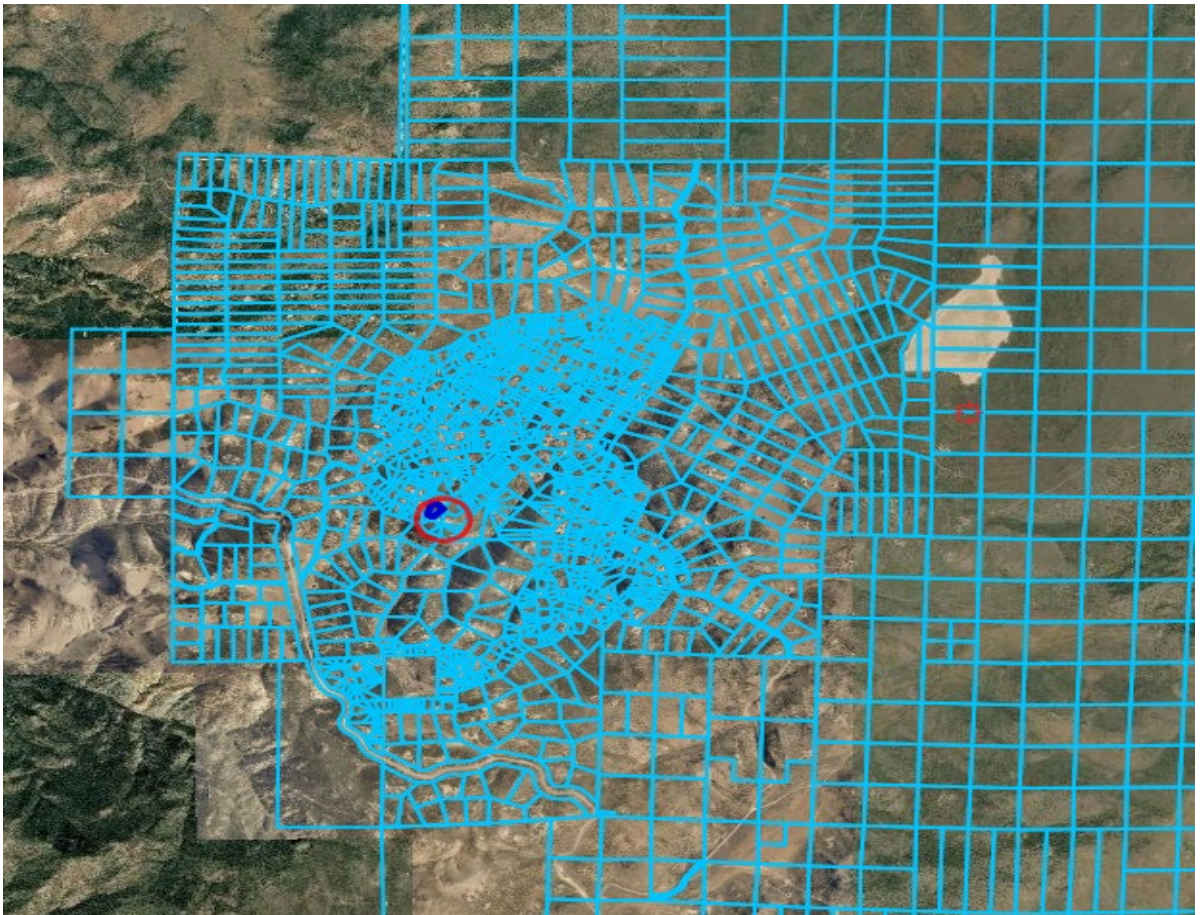
**Planning Commission:** The Planning Commission heard this request at their July 20, 2023 meeting. Two neighborhood property owners appeared at the meeting to express their concerns with the parcel map. The concerns raised at the meeting had to do with more building within the Highlands subdivision and water availability. The concern that by returning to the original two parcels, the land will now have the ability to have two residences with two wells as opposed to the consolidated situation where only one residence and one well would be permitted. The Planning Commission acknowledged these concerns but also recognized the rights of private property owners. The Planning Commission voted 5-0 (2 absent) to recommend approval of the Parcel Map.

### 1. Background & Analysis

- A. Previous Approval.** This application is a resubmittal of an approved Parcel Map that was not completed within the allowed timeframe. The Planning Commission heard this request at their September 2, 2021, meeting and unanimously recommended approval. The Board of County

Commissioners considered this request at their September 7, 2021, meeting and approved the Parcel Map. Parcel Map approval is only valid for 12 months from the date of the approval and the applicant was not able to complete and record the Parcel Map during that time frame. This submittal is the same request as previously approved.

- B. Site Location & Background.** In 2013, the property owner at the time requested Lots 335 and 336 of the Virginia City Highlands Unit 1 be consolidated into one legal lot of record. That action was completed and recorded in November of 2013. No development ever occurred on the parcel (including no water well was ever drilled). The property changed ownership and the recent owner desires to return the land to two parcels. The proposed split is altered slightly from the original configuration to allow for previous Lot 336 to have additional street frontage along Saddleback Road. Both parcels remain over one acre in size, which is consistent with the Storey County Zoning Code requirement.



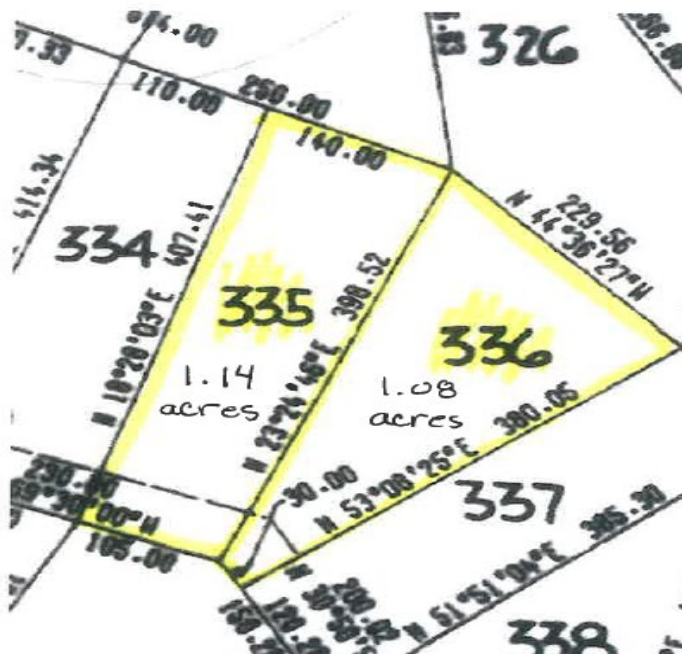
*Vicinity Map of Virginia City Highlands, red circle is proposed project*







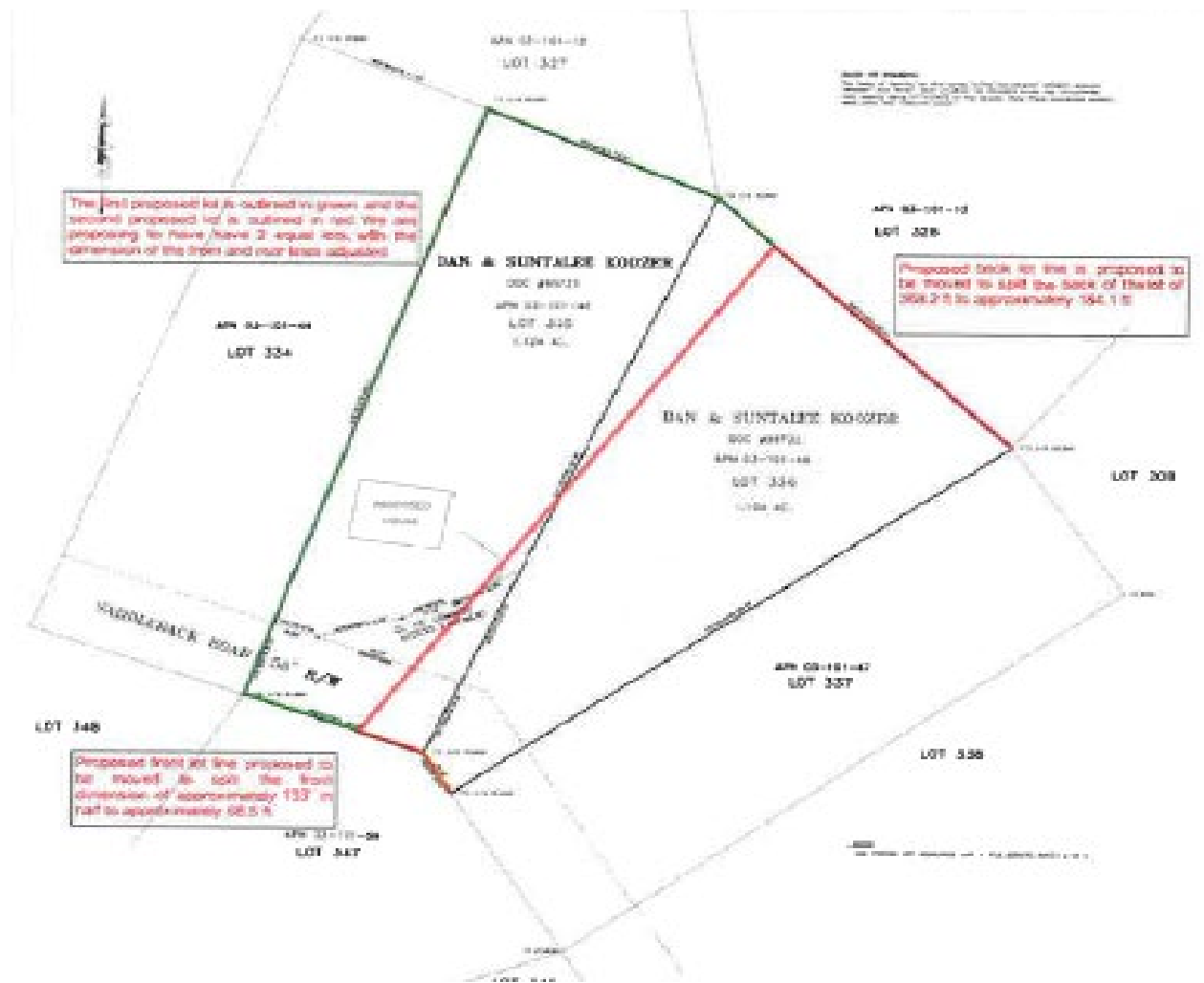
*Dark blue line outlines consolidated parcel*

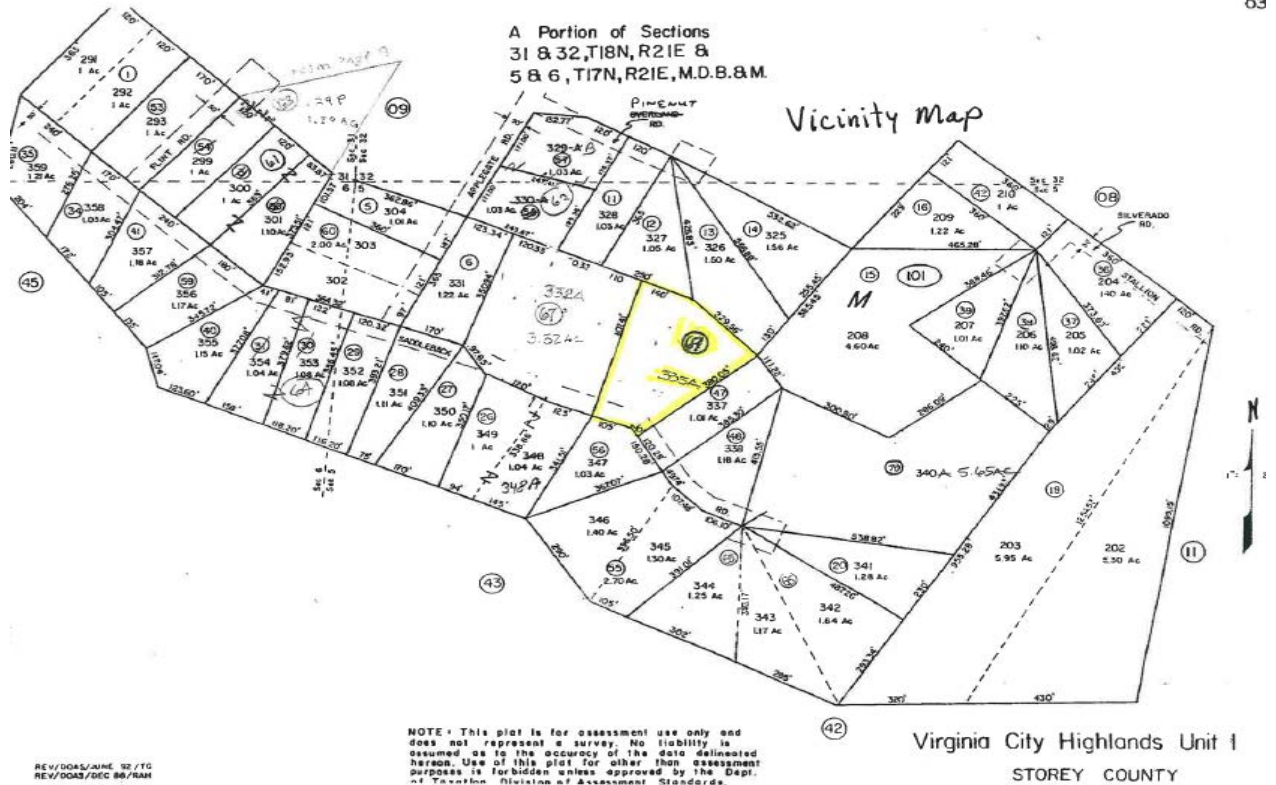


*Original parcel configuration*



*Existing parcel configuration*





Assessor's Parcel Map

- C. **Proposed Project.** The applicant requests to return the previously consolidated parcel back to two individual legal lots of record. The lot configurations will be altered slightly from the original to allow for both lots to have relatively equal amount of street frontage along Saddleback Road.
- D. **Parcel Maps.** Nevada Revised Statutes (NRS) sections 278.461 through 278.469 defines the requirements for Parcel Maps. Storey County has adopted Chapter 16.30 of the Storey County Code to also address Parcel Maps. This proposed project has been reviewed to be consistent with both NRS and Storey County requirements. Typically, a Parcel Map process provides for a Tentative Parcel Map and a Final Parcel Map. Because of the simplicity of this application, Planning staff is requesting the Board of County Commissioners waive the requirement for a Tentative Parcel Map. Review of this application considered the requirements for both the Tentative Map and the Final Map.

## 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 Parcel Map and Storey County Title 17 Zoning or the 2016 Master Plan.

	Land Use	Master Plan	Zoning
Applicant's Land	vacant	Single Family Estate	Estates E-1 VCH
Land to the North	Vacant & residential	Single Family Estate	Estates E-1 VCH
Land to the East	vacant	Single Family Estate	Estates E-1 VCH
Land to the South	residential	Single Family Estate	Estates E-1 VCH
Land to the West	residential	Single Family Estate	Estates E-1 VCH

**B. Compliance with the Storey County Code.** The parcel is located within the Estates E-1 VCH zoning district. This zoning requires a minimum lot size of 1 acre. Section 17.40.040 addresses Lot Dimension and requires that the average dimension in one direction shall not exceed 4 times that dimension in the other direction. Taking the average width of both proposed parcels, the Parcel Map meets this requirement.

**C. Compliance with 2016 Storey County Master Plan.**

This project is located within the Virginia City Highlands and is identified as Single Family Estates. The Master Plan states "Estate Residential areas should retain their rural character and facilitate a safe and predictable environment for rural lifestyles". The proposed project will be returning the land to the original two parcels with a slight modification of property line location and is consistent with the Storey County Master Plan.

**E. Findings for Tentative Parcel Maps**

Section 16.30.060 of the Storey County Code identifies the following factors to be considered when making a determination on the approval of a Parcel Map.

- (1) The property to be divided is zoned for the intended uses and the density and design of the division conforms to the requirements of the zoning regulations contained in the county code.

The proposed property is zoned Estates E-1 VCH and the proposed parcels meet the requirements of the Estates zoning district.

- (2) The proposed parcel map conforms to the public facilities and improvement standards of this county land development code.

The proposed Parcel map does not impact the public facilities and improvement standards of the county land development code.

- (3) The proposed parcel map conforms to the design standards manual.

The proposed parcel configurations are consistent with the design standards.

- (4) The developer and successor owners of each new parcel created understand that the county, county fire protection district, county school district, and special districts in the county are not obligated to furnish any service, specifically mentioning fire protection and roads to the land so divided, and that any public utility may be similarly free from obligation.

This Parcel Map returns two consolidated parcels into two separate parcels of land. Roads, fire protection and other public utility facilities are not expected to be impacted by returning the land to the original configuration.

- (5) There are no delinquent taxes or assessments on the land to be divided, as certified by the county treasurer.

All property taxes for the 21/22 fiscal year have been paid. This requirement will also be added as a condition of approval prior to the Final Map being recorded if the time frame for the Parcel Map exceeds the 21/22 fiscal year.

- (6) The project is not located within an identified archeological or cultural study area, as recognized by the county.

This property is not located within a county recognized identified archeological or cultural study area.

- (7) The proposed parcel map that is adjacent to public lands will not cause substantial adverse impact to access to public lands.

This property is not located adjacent to public land.

- (8) The proposed parcel map conforms to the county zoning ordinance and master plan.

The Parcel Map conforms to the zoning ordinance and master plan, see Sections 2.B and 2.C of this staff report.

- (9) The proposed parcel map accounts for physical characteristics of the land including floodplains, slope and soils.

The Parcel Map is proposed to return to the original lot configurations with the exception of modifying the width of the parcels at the street frontage to adjust for slope and access for the parcels.

- (10) Applicant for the parcel map will relinquish to the state division of water resources water rights necessary to ensure an adequate water supply for the domestic use of the newly created parcel(s) from within the water basin in which the parcel map is located.

As a condition of approval, prior to the recording of the Final Map, the applicant will be required to demonstrate compliance with the State of Nevada, Division of Water Resources, any applicable requirements for the parcel map as they relate to water rights.

### **3. Findings of Fact**

The Board of County Commissioners shall cite Findings in a recommended motion for approval, approval with conditions, or denial. The recommended approval, approval with conditions or denial of the requested Parcel Map 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 an approval or approval with conditions. The following Findings are evident with regards to the requested Parcel Map when the recommended conditions of approval in Section 4 are

applied. At a minimum, an approval or conditional approval must be based on the following Findings:

- (1) This approval is for a Parcel Map to return two previously consolidated two parcels of land back into two legal lots of record. The parcel map alters the original lot line configuration slightly to allow for easier parcel access. The property is located at 21430 Saddleback Road in the Virginia City Highlands neighborhood of Storey County, Nevada, Assessor's Parcel Number 003-101-69.
- (2) The Parcel Map complies with NRS 278.461 through 278.469 relating to Parcel Maps and Chapter 16.30 of the Storey County Code, including the specific criteria outlined in Section 2.D of this staff report.
- (3) The Parcel Map complies with all Federal, State, and County regulations pertaining to Parcel Maps.
- (4) The Parcel Map will not impose substantial adverse impacts or safety hazards on the abutting properties or the surrounding vicinity.
- (5) The Parcel Map will not cause the public to be materially injured.
- (6) The conditions of approval for the requested Parcel Map do not conflict with the minimum requirements in Storey County Code Chapters 17.40 E Estates zone or any other Federal, State, or County regulations.

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

- (1) Substantial evidence shows that the Parcel Map with the purpose, intent, and other specific requirement of Storey County Code Chapter 16.30 Parcel Maps, or any other Federal, State, or County regulations, including NRS 278.461 through 278.469.
- (2) The Recommended Conditions of Approval for the Parcel Map does not adequately mitigate potential adverse impacts on surrounding uses or protect against potential safety hazards for surrounding uses.

#### **4. Recommended Conditions of Approval**

All conditions must be met to the satisfaction of each applicable County Department, unless otherwise stated.

**A. Approval.** This approval for a Parcel Map to return previously consolidated two parcels of land back into two legal lots of record. The parcel map alters the original lot line configuration slightly to allow for easier parcel access. The property is located at 21430 Saddleback Road in the Virginia City Highlands neighborhood of Storey County, Nevada, Assessor's Parcel Number 003-101-69.

**B. General requirements.** The Parcel Map must comply with Nevada Revised Statutes (NRS) 278.461 through 278.469 relating to Parcel Maps and Chapter 16.30 of the Storey County Code.

- C. **Final Map.** The applicant shall submit to the Storey County Planning Department a Final Map for review and approval, whether or not the Planning Commission/Board of County Commissioners waive the requirement of a Tentative Map, before the Final Map is recorded with the Office of the Storey County Recorder. The Final Map must show all parcel boundaries, easements, and rights-of-way. Upon acceptance of the format, and completion of all other conditions of approval, the Final Map may be recorded. The Final Map must meet the form and contents pursuant to NRS 278.466.
- D. **Access and Easements.** All existing streets, easements, and utility easements, whether public or private, must remain in effect and be delineated clearly on the Final Map.
- E. **Taxes Paid.** Prior to the recording of the proposed Final Map, the Applicant shall submit to the Planning Department evidence that property taxes on the land have been paid in full for the fiscal year.
- F. **Duties of the Parcel Map Preparer.** The preparer of the proposed Parcel Map shall meet all requirements pursuant to NRS 278.461 through 278.469.
- G. **Null and Void.** The Final Parcel Map must be recorded with the Storey County Recorder within 12 months of the Board's approval. If the Final Map is not recorded by that time, this approval will become null and void.
- H. **Indemnification.** The Property Owners warrant that the future use of land will conform to requirements of Storey County, State of Nevada, and applicable federal regulatory and legal requirements; further, the Property Owners warrant that continued and future use of the land shall so conform. 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 Approval.
- I. **Division of Water Resources.** Prior to the recording of the Final Map, the applicant will be required to demonstrate compliance with the State of Nevada, Division of Water Resources, requirements for the parcel map.

## 5. **Public Comment**

As of July 11, 2023, Staff has received one written comment from the public. Two adjacent neighbors attended the July 20, 2023, Planning Commission meeting to voice their concerns regarding the proposed Parcel Map. A copy of the correspondence is included with this staff report.

## 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.

## 7. **Proposed Motions**

This Section contains two motions from which to choose. The motion for approval is recommended by Staff in accordance with the findings under Section 3.A of this report. Those findings should be



made part of that motion. A motion for denial may be made and that motion should cite one or more of the findings shown in Section 3.B. Other findings of fact determined appropriate by the 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 waive the requirement for a Tentative Map and move to approve a Parcel Map to return previously consolidated two parcels of land back into two legal lots of record. The parcel map alters the original lot line configuration slightly to allow for easier parcel access. The property is located at 21430 Saddleback Road in the Virginia City Highlands neighborhood of Storey County, Nevada, Assessor's Parcel Number 003-101-69.

**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 a Parcel Map to return previously consolidated two parcels of land back into two legal lots of record. The parcel map alters the original lot line configuration slightly to allow for easier parcel access. The property is located at 21430 Saddleback Road in the Virginia City Highlands neighborhood of Storey County, Nevada, Assessor's Parcel Number 003-101-69.

## Lyndi Renaud

---

**From:** Jim Hindle  
**Sent:** Monday, July 24, 2023 9:49 AM  
**To:** planning; Austin Osborne  
**Cc:** Drema Smith; clerk  
**Subject:** FW: Water  
**Attachments:** master plan.pdf; master plan.pdf 2.pdf

This is arising out of your Master Plan discussion in the Highlands last week?  
For your reference and follow-up.

*Jim Hindle*  
*Storey County Clerk & Treasurer*  
26 South B Street, Second Floor  
PO Drawer D  
Virginia City, NV 89440  
PH: 775-847-0969  
[jhindle@storeycounty.org](mailto:jhindle@storeycounty.org)

---

**From:** Gary <tanajag@gmail.com>  
**Sent:** Monday, July 24, 2023 9:02 AM  
**To:** clerk <clerk@storeycounty.org>  
**Subject:** Water

Commissioners,

Thank you for bringing to our attention the proposal of splitting a property at 21430 Saddleback Rd. from 1 buildable lot to 2 buildable lots. This proposed action will impact the strain on our already strained water supply. For this reason as well and the aesthetic impact to our rural neighborhood, we are opposed to this. If these types of proposals continue successfully, without check, we could be out of water much sooner. There is no need for doubling new construction in our beautiful rural setting as there are many homes for sale today. I urge our Commission to carefully consider our future in the Highlands and to not pass this proposal, before it becomes typically acceptable, for housing or profit.

Gary Linscheid

21440 Pinenut Rd.

(see attached)



(Source: Storey County Planning Department, 2015)

### 3.5.3 Highlands Area



**Goal 1** Preserve the rural residential character of the Highlands area

**Objective 1** To implement zoning and other regulations in and around the Highlands planning area that conforms to historic use patterns

**Policy 1** By maintaining estate and rural single-family residential uses and zoning in the Highlands and rural residential uses and zoning in surrounding areas where residential uses may be considered

**Policy 2** By preventing retail and other commercial uses in the Highlands and its immediate surrounding areas with exception of home-based enterprises as appropriate to maintaining existing area character

**Objective 2** To ensure use consistency between the Highlands and its surrounding lands

**Policy 1** By assessing adverse impacts, including traffic, safety, noise, light pollution, wildland fire risk, and attraction of other undesirable development that a north-south transportation interconnection may have on the Highlands community before such a project is considered

**Policy 2** By maintaining minimum required parcel size of one acre for the Virginia City Highlands; ten acres for the Highland Ranches; and 40 acres for the Virginia Ranches

**Policy 3** By maintaining minimum parcel size of 40 acres for parcels surrounding the Highlands including, but not limited to, the Sunny Hills Ranchos

**Policy 4** By assessing adverse impacts, including traffic, safety, noise, light pollution,

## CHAPTER 3

## LAND USE & GROWTH

wildland fire risk, and attraction of undesired development that a north-south and east-west transportation interconnection in the Lagomarsino planning area may have on the Highlands community before such a project is considered



### Goal 2

**Preserve and enhance the natural beauty of the Highlands and surrounding areas**

### Objective 1

**To provide for land uses which are compatible with the Highlands area**



### Policy 1

By adopting development codes that mitigate visual and adverse impacts of developments on moderate to steep slopes (slopes greater than ten percent) and along the top of prominent ridgelines



### Policy 2

By coordinating with private property to implement fire fuels reduction programs



### Policy 3

By coordinating with local property owners associations in the development of standards for special use permits, zone changes, and other planning applications potentially affecting the Highlands

## Lyndi Renaud

---

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Gary Linscheid

21440 Pinenut Rd.

(see attached)



(Source: Storey County Planning Department, 2015)

### 3.5.3 Highlands Area



**Goal 1** Preserve the rural residential character of the Highlands area

**Objective 1** To implement zoning and other regulations in and around the Highlands planning area that conforms to historic use patterns

**Policy 1** By maintaining estate and rural single-family residential uses and zoning in the Highlands and rural residential uses and zoning in surrounding areas where residential uses may be considered

**Policy 2** By preventing retail and other commercial uses in the Highlands and its immediate surrounding areas with exception of home-based enterprises as appropriate to maintaining existing area character

**Objective 2** To ensure use consistency between the Highlands and its surrounding lands

**Policy 1** By assessing adverse impacts, including traffic, safety, noise, light pollution, wildland fire risk, and attraction of other undesirable development that a north-south transportation interconnection may have on the Highlands community before such a project is considered

**Policy 2** By maintaining minimum required parcel size of one acre for the Virginia City Highlands; ten acres for the Highland Ranches; and 40 acres for the Virginia Ranches

**Policy 3** By maintaining minimum parcel size of 40 acres for parcels surrounding the Highlands including, but not limited to, the Sunny Hills Ranchos

**Policy 4** By assessing adverse impacts, including traffic, safety, noise, light pollution,



## CHAPTER 3

## LAND USE & GROWTH

wildland fire risk, and attraction of undesired development that a north-south and east-west transportation interconnection in the Lagomarsino planning area may have on the Highlands community before such a project is considered



### Goal 2

**Preserve and enhance the natural beauty of the Highlands and surrounding areas**

### Objective 1

**To provide for land uses which are compatible with the Highlands area**



### Policy 1

By adopting development codes that mitigate visual and adverse impacts of developments on moderate to steep slopes (slopes greater than ten percent) and along the top of prominent ridgelines



### Policy 2

By coordinating with private property to implement fire fuels reduction programs



### Policy 3

By coordinating with local property owners associations in the development of standards for special use permits, zone changes, and other planning applications potentially affecting the Highlands



## Board of Storey County Commissioners Agenda Action Report

Meeting date: 8/1/2023 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 20

Agenda Item Type: Discussion/Possible Action

- **Title:** 4th Quarter 22-23 Storey County fiscal review (unaudited).
- **Recommended motion:** Discussion ONLY:
- **Prepared by:** Jennifer McCain

**Department:**                      **Contact Number:** 7758471133

- **Staff Summary:** As of June 30, 2023, the fiscal year comes to a close and the auditor is in the process of reviewing the information I am providing. Revenues in most County Funds ended the year very close to the anticipated budget; with the General Fund collecting approximately 40% more than budgeted. On the expenses side most funds were ended the year under budget by 10-50%.
- **Supporting Materials:** See attached
- **Fiscal Impact:** no
- **Legal review required:** False
- **Reviewed by:**

\_\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

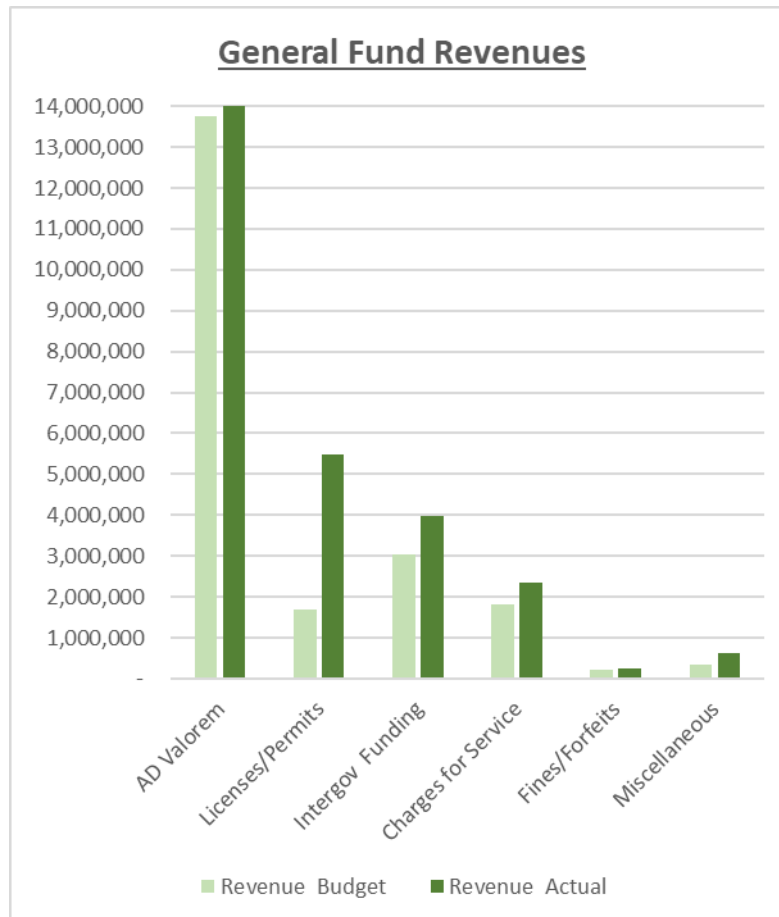
- **Board Action:**

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

## General Fund

### Revenue

General Fund revenue unaudited actuals as of 6/30/23 is approximately \$8M higher than anticipated in the budget. This is mainly from Ad Valorem which ended the year approximately \$2.8M higher than anticipated and Licenses/Permits is approximately \$3.7M higher than anticipated.

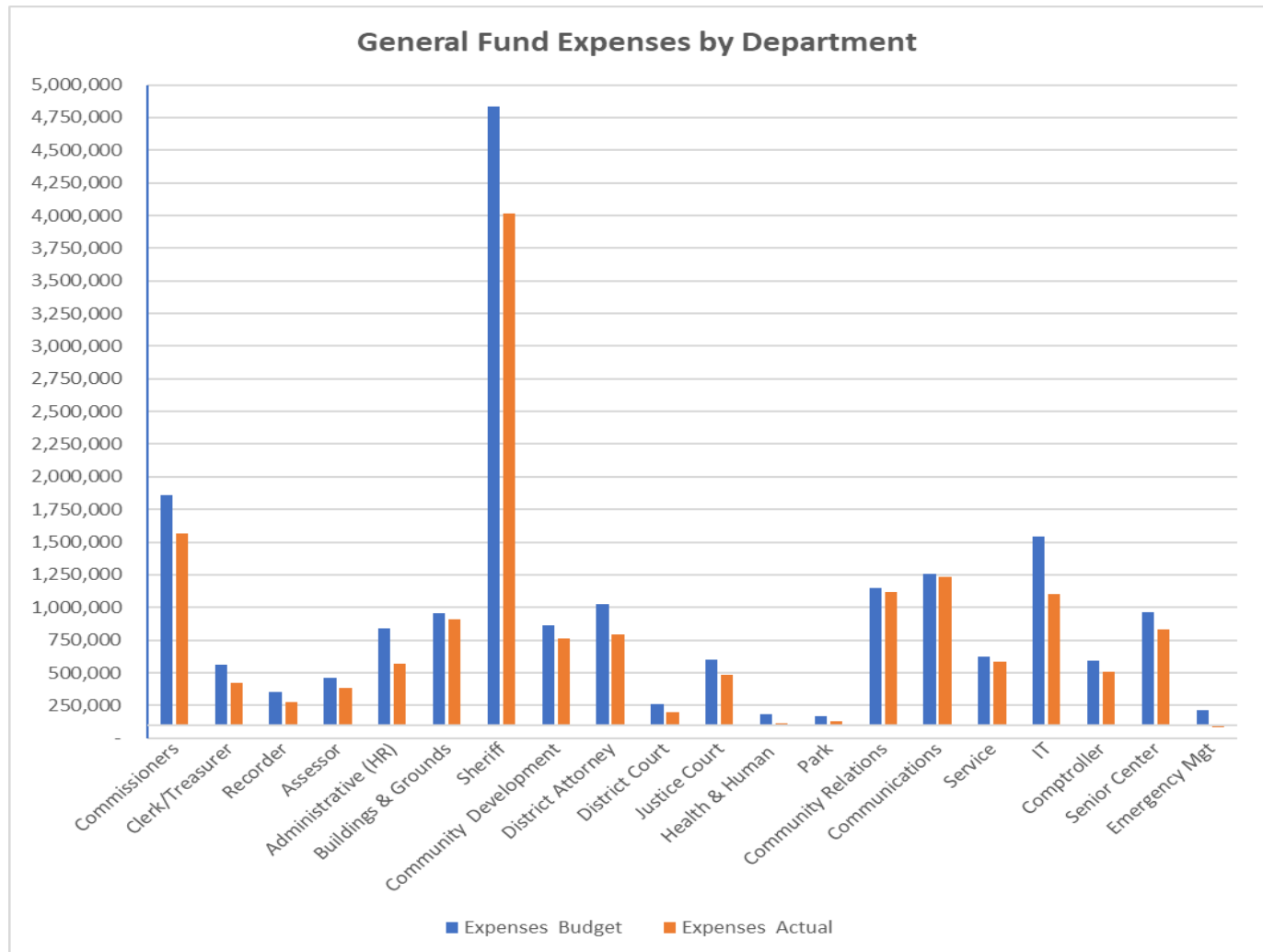


### Expenses

Overall, the expense side of the General fund unaudited budget vs actual reflects conservative spending leaving a 15% of the budget remaining unspent. Each department in the General fund ended the year with excess funds on the expense side, even with several line items across the board having significant overages due to increased pricing for items we use on a regular basis. As last fiscal year these line items include: fuel, energy, telephone, anything related to computers, auto/equipment maintenance and building materials. From our experience these services and supplies are still experiencing significant cost increases. Even with these overages, Storey County had minimal transfers and no augmentations to finalize the 22-23

fiscal year budget. However, none of these transfers changed the overall bottom-line of the General fund.

In the graph below you can see that every department level budget came in under budget ranging from 5% to 50% remaining budget. This is due to several reasons, primarily; conscientious spending by your Department Heads.



## **Notes of interest on other funds**

### **Roads**

Revenue had a 38% excess of actuals over budget which is a direct result of fuel tax and SCCRT's. Fuel tax collection was budgeted at \$454,793, actual unaudited collection was approximately 141% at \$642,811. SCCRT's was budgeted at \$639,164, actual unaudited collection was 167% of what was expected with a surplus of approximately \$431,695.

On the expense side, the total budget for the Road Dept was approximately \$2M. The actual expenditures were approximately \$1.1M. The excess is mainly in the Capital Road improvement portion of the budget with approximately \$800,000 unspent due to weather and

### **Capital Projects fund**

It is important to note that the revenue for this fund is actually a transfer in from the General fund and not additional revenue to the County.

IN FY23 we completed the TRI reroofing project and many IT projects. We began work on designing the Lockwood Snr Center (partially funded by Federal Appropriation grants) and continued work on the VCH Fire storage building.

### **Equipment Acquisition**

In FY23, Storey County purchased and outfitted 3 new Dodge Durango patrol vehicles for the Sheriff's Dept. As well as 2 new pickups for Public Works, a Larue Snow Blower, and 2 Wanco message boards. The budgeted expenses for this fund were \$1.1M with actuals being approximately half due supply issues.



## STOREY COUNTY

# Budget Report Group Summary

For Fiscal: 2022-2023 Period Ending: 06/30/2023

RevRptGroup	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 001 - GENERAL FUND</b>						
31 - AD VALOREM	13,761,987.75	13,761,987.75	561,680.51	16,605,925.47	2,843,937.72	20.67%
32 - LICENSES / PERMITS	1,680,450.00	1,680,450.00	220,999.76	5,469,455.43	3,789,005.43	225.48%
33 - INTERGOVERNMENTAL FUNDING	3,045,183.85	3,045,183.85	295,102.77	3,983,303.40	938,119.55	30.81%
34 - CHARGES FOR SERVICES	1,766,156.00	1,766,156.00	40,739.95	2,358,804.50	592,648.50	33.56%
35 - FINES AND FORFEITS	205,400.00	205,400.00	18,583.46	233,681.28	28,281.28	13.77%
36 - MISCELLANEOUS REVENUE	316,050.00	316,050.00	40,139.80	607,221.46	291,171.46	92.13%
<b>Fund: 001 - GENERAL FUND Total:</b>	<b>20,775,227.60</b>	<b>20,775,227.60</b>	<b>1,177,246.25</b>	<b>29,258,391.54</b>	<b>8,483,163.94</b>	<b>40.83%</b>
<b>Report Total:</b>	<b>20,775,227.60</b>	<b>20,775,227.60</b>	<b>1,177,246.25</b>	<b>29,258,391.54</b>	<b>8,483,163.94</b>	<b>40.83%</b>



# STOREY COUNTY

## Budget Report Group Summary

For Fiscal: 2022-2023 Period Ending: 06/30/2023

ExpRptGroup1	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Department: 101 - COMMISSIONERS</b>						
510 - SALARY DIRECT EXPENSE	325,447.00	416,947.00	18,885.78	398,350.72	18,596.28	4.46%
520 - FRINGE BENEFITS	209,431.00	242,431.00	20,859.54	237,777.83	4,653.17	1.92%
530 - OPERATIONAL EXPENSES	977,576.00	853,076.00	130,647.86	639,004.90	214,071.10	25.09%
560 - MISCELLANEOUS	345,717.00	345,717.00	283.71	288,151.11	57,565.89	16.65%
570 - OTHER FINANCING SOURCES	4,683,000.00	4,683,000.00	0.00	4,683,000.00	0.00	0.00%
<b>Department: 101 - COMMISSIONERS Total:</b>	<b>6,541,171.00</b>	<b>6,541,171.00</b>	<b>170,676.89</b>	<b>6,246,284.56</b>	<b>294,886.44</b>	<b>4.51%</b>
<b>Department: 102 - CLERK TREASURER</b>						
510 - SALARY DIRECT EXPENSE	223,038.00	223,038.00	9,978.66	212,108.22	10,929.78	4.90%
520 - FRINGE BENEFITS	138,875.00	141,875.00	12,432.81	140,012.12	1,862.88	1.31%
530 - OPERATIONAL EXPENSES	166,302.00	163,302.00	-4,922.22	25,684.82	137,617.18	84.27%
560 - MISCELLANEOUS	30,000.00	30,000.00	360.00	42,924.09	-12,924.09	-43.08%
<b>Department: 102 - CLERK TREASURER Total:</b>	<b>558,215.00</b>	<b>558,215.00</b>	<b>17,849.25</b>	<b>420,729.25</b>	<b>137,485.75</b>	<b>24.63%</b>
<b>Department: 103 - RECORDER</b>						
510 - SALARY DIRECT EXPENSE	177,887.00	177,887.00	7,442.52	145,144.06	32,742.94	18.41%
520 - FRINGE BENEFITS	95,157.00	95,157.00	11,068.88	91,276.12	3,880.88	4.08%
530 - OPERATIONAL EXPENSES	83,000.00	83,000.00	5,418.12	36,080.01	46,919.99	56.53%
560 - MISCELLANEOUS	500.00	500.00	46.03	77.99	422.01	84.40%
<b>Department: 103 - RECORDER Total:</b>	<b>356,544.00</b>	<b>356,544.00</b>	<b>23,975.55</b>	<b>272,578.18</b>	<b>83,965.82</b>	<b>23.55%</b>
<b>Department: 104 - ASSESSOR</b>						
510 - SALARY DIRECT EXPENSE	216,131.00	216,131.00	9,873.72	204,893.85	11,237.15	5.20%
520 - FRINGE BENEFITS	137,918.00	137,918.00	11,578.11	118,626.44	19,291.56	13.99%
530 - OPERATIONAL EXPENSES	108,763.00	108,763.00	19,025.65	58,782.23	49,980.77	45.95%
<b>Department: 104 - ASSESSOR Total:</b>	<b>462,812.00</b>	<b>462,812.00</b>	<b>40,477.48</b>	<b>382,302.52</b>	<b>80,509.48</b>	<b>17.40%</b>
<b>Department: 105 - ADMINISTRATIVE</b>						
510 - SALARY DIRECT EXPENSE	199,404.00	199,404.00	9,029.13	167,732.78	31,671.22	15.88%
520 - FRINGE BENEFITS	321,874.00	321,874.00	26,804.94	282,354.34	39,519.66	12.28%
530 - OPERATIONAL EXPENSES	291,878.00	291,878.00	12,733.12	108,198.88	183,679.12	62.93%
540 - GENERAL GOVERNMENT	13,000.00	13,000.00	0.00	9,196.54	3,803.46	29.26%
560 - MISCELLANEOUS	15,000.00	15,000.00	0.00	19.61	14,980.39	99.87%
<b>Department: 105 - ADMINISTRATIVE Total:</b>	<b>841,156.00</b>	<b>841,156.00</b>	<b>48,567.19</b>	<b>567,502.15</b>	<b>273,653.85</b>	<b>32.53%</b>
<b>Department: 106 - BUILDING &amp; GROUNDS</b>						
510 - SALARY DIRECT EXPENSE	279,841.00	279,841.00	18,371.94	259,675.94	20,165.06	7.21%
520 - FRINGE BENEFITS	169,751.00	169,751.00	17,837.06	162,069.89	7,681.11	4.52%
530 - OPERATIONAL EXPENSES	427,000.00	497,000.00	63,447.39	486,416.19	10,583.81	2.13%
640 - 640	10,500.00	10,500.00	0.00	0.00	10,500.00	100.00%
<b>Department: 106 - BUILDING &amp; GROUNDS Total:</b>	<b>887,092.00</b>	<b>957,092.00</b>	<b>99,656.39</b>	<b>908,162.02</b>	<b>48,929.98</b>	<b>5.11%</b>
<b>Department: 107 - SHERIFF</b>						
510 - SALARY DIRECT EXPENSE	2,467,982.00	2,467,982.00	146,782.12	2,075,101.37	392,880.63	15.92%
520 - FRINGE BENEFITS	1,716,005.00	1,702,005.00	132,170.07	1,342,011.31	359,993.69	21.15%
530 - OPERATIONAL EXPENSES	370,995.00	370,995.00	37,674.98	362,465.23	8,529.77	2.30%
540 - GENERAL GOVERNMENT	164,000.00	164,000.00	18,884.93	123,416.91	40,583.09	24.75%
560 - MISCELLANEOUS	97,924.00	97,924.00	0.00	82,016.20	15,907.80	16.25%
570 - OTHER FINANCING SOURCES	2,500.00	2,500.00	824.98	2,069.90	430.10	17.20%
640 - 640	17,568.00	31,568.00	4,000.00	29,371.64	2,196.36	6.96%
<b>Department: 107 - SHERIFF Total:</b>	<b>4,836,974.00</b>	<b>4,836,974.00</b>	<b>340,337.08</b>	<b>4,016,452.56</b>	<b>820,521.44</b>	<b>16.96%</b>
<b>Department: 109 - COMMUNITY DEVELOPMENT</b>						
510 - SALARY DIRECT EXPENSE	453,508.00	453,508.00	28,859.72	433,027.97	20,480.03	4.52%
520 - FRINGE BENEFITS	250,444.00	250,444.00	21,672.23	223,555.45	26,888.55	10.74%
530 - OPERATIONAL EXPENSES	155,712.00	155,712.00	8,082.21	97,598.75	58,113.25	37.32%

## Budget Report

For Fiscal: 2022-2023 Period Ending: 06/30/2023

ExpRptGroup1	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
560 - MISCELLANEOUS	0.00	0.00	461.76	6,553.11	-6,553.11	0.00%
Department: 109 - COMMUNITY DEVELOPMENT Total:	859,664.00	859,664.00	59,075.92	760,735.28	98,928.72	11.51%
Department: 111 - DISTRICT ATTORNEY						
510 - SALARY DIRECT EXPENSE	439,118.00	443,618.00	21,252.58	429,309.64	14,308.36	3.23%
520 - FRINGE BENEFITS	226,443.00	242,943.00	20,962.39	240,642.52	2,300.48	0.95%
530 - OPERATIONAL EXPENSES	433,250.00	342,250.00	24,839.94	125,297.27	216,952.73	63.39%
Department: 111 - DISTRICT ATTORNEY Total:	1,098,811.00	1,028,811.00	67,054.91	795,249.43	233,561.57	22.70%
Department: 112 - DISTRICT COURT						
530 - OPERATIONAL EXPENSES	136,000.00	136,000.00	656.99	126,916.17	9,083.83	6.68%
540 - GENERAL GOVERNMENT	122,000.00	122,000.00	0.00	70,124.25	51,875.75	42.52%
Department: 112 - DISTRICT COURT Total:	258,000.00	258,000.00	656.99	197,040.42	60,959.58	23.63%
Department: 113 - JUSTICE COURT						
510 - SALARY DIRECT EXPENSE	341,214.00	341,214.00	15,187.94	287,165.71	54,048.29	15.84%
520 - FRINGE BENEFITS	218,099.00	218,099.00	13,914.57	161,087.16	57,011.84	26.14%
530 - OPERATIONAL EXPENSES	41,127.00	41,127.00	2,136.84	32,716.66	8,410.34	20.45%
540 - GENERAL GOVERNMENT	4,000.00	4,000.00	0.00	2,465.00	1,535.00	38.38%
Department: 113 - JUSTICE COURT Total:	604,440.00	604,440.00	31,239.35	483,434.53	121,005.47	20.02%
Department: 114 - Health & Human Srv						
510 - SALARY DIRECT EXPENSE	9,147.00	9,147.00	-139.00	4,740.27	4,406.73	48.18%
520 - FRINGE BENEFITS	5,433.00	5,433.00	0.00	3,239.54	2,193.46	40.37%
530 - OPERATIONAL EXPENSES	171,783.00	171,783.00	0.00	107,889.51	63,893.49	37.19%
Department: 114 - Health & Human Srv Total:	186,363.00	186,363.00	-139.00	115,869.32	70,493.68	37.83%
Department: 115 - SWIMMING POOL						
510 - SALARY DIRECT EXPENSE	81,979.00	91,979.00	-2,637.15	75,670.24	16,308.76	17.73%
520 - FRINGE BENEFITS	25,002.00	25,002.00	1,619.34	23,991.86	1,010.14	4.04%
530 - OPERATIONAL EXPENSES	53,600.00	53,600.00	8,566.53	28,507.51	25,092.49	46.81%
540 - GENERAL GOVERNMENT	0.00	0.00	0.00	200.00	-200.00	0.00%
Department: 115 - SWIMMING POOL Total:	160,581.00	170,581.00	7,548.72	128,369.61	42,211.39	24.75%
Department: 116 - COMMUNITY RELATIONS						
510 - SALARY DIRECT EXPENSE	65,253.00	69,253.00	-1,589.74	64,139.84	5,113.16	7.38%
520 - FRINGE BENEFITS	34,359.00	38,359.00	49.71	34,788.35	3,570.65	9.31%
530 - OPERATIONAL EXPENSES	335,220.00	331,220.00	178,140.49	316,390.39	14,829.61	4.48%
560 - MISCELLANEOUS	50,000.00	50,000.00	4,693.45	43,078.00	6,922.00	13.84%
570 - OTHER FINANCING SOURCES	659,000.00	659,000.00	2,620.60	657,556.16	1,443.84	0.22%
Department: 116 - COMMUNITY RELATIONS Total:	1,143,832.00	1,147,832.00	183,914.51	1,115,952.74	31,879.26	2.78%
Department: 117 - COMMUNICATIONS						
510 - SALARY DIRECT EXPENSE	666,337.00	727,337.00	35,620.17	704,490.95	22,846.05	3.14%
520 - FRINGE BENEFITS	353,575.00	353,575.00	25,490.58	337,250.10	16,324.90	4.62%
530 - OPERATIONAL EXPENSES	80,300.00	80,300.00	19,569.01	111,753.45	-31,453.45	-39.17%
540 - GENERAL GOVERNMENT	68,000.00	68,000.00	43,424.87	51,744.02	16,255.98	23.91%
560 - MISCELLANEOUS	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00%
640 - 640	5,000.00	29,300.00	0.00	29,169.72	130.28	0.44%
Department: 117 - COMMUNICATIONS Total:	1,175,212.00	1,260,512.00	124,104.63	1,234,408.24	26,103.76	2.07%
Department: 118 - SERVICE						
510 - SALARY DIRECT EXPENSE	305,368.00	310,868.00	19,944.41	305,224.67	5,643.33	1.82%
520 - FRINGE BENEFITS	177,485.00	177,485.00	14,898.02	163,360.41	14,124.59	7.96%
530 - OPERATIONAL EXPENSES	120,400.00	114,900.00	50,453.16	106,346.79	8,553.21	7.44%
540 - GENERAL GOVERNMENT	750.00	750.00	0.00	703.00	47.00	6.27%
640 - 640	16,000.00	16,000.00	12,455.00	12,455.00	3,545.00	22.16%
Department: 118 - SERVICE Total:	620,003.00	620,003.00	97,750.59	588,089.87	31,913.13	5.15%
Department: 119 - IT						
510 - SALARY DIRECT EXPENSE	396,030.00	396,030.00	24,798.88	358,597.61	37,432.39	9.45%
520 - FRINGE BENEFITS	258,759.00	258,759.00	19,379.03	213,186.84	45,572.16	17.61%
530 - OPERATIONAL EXPENSES	811,943.00	811,943.00	49,254.71	453,488.96	358,454.04	44.15%
560 - MISCELLANEOUS	100.00	100.00	0.00	95.57	4.43	4.43%



## Budget Report

For Fiscal: 2022-2023 Period Ending: 06/30/2023

ExpRptGroup1	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
640 - 640	52,250.00	76,250.00	0.00	75,463.40	786.60	1.03%
Department: 119 - IT Total:	1,519,082.00	1,543,082.00	93,432.62	1,100,832.38	442,249.62	28.66%
Department: 121 - COMPTROLLER						
510 - SALARY DIRECT EXPENSE	272,532.00	272,532.00	16,192.14	257,655.22	14,876.78	5.46%
520 - FRINGE BENEFITS	185,935.00	185,935.00	13,534.10	141,580.00	44,355.00	23.86%
530 - OPERATIONAL EXPENSES	137,600.00	137,600.00	992.15	110,374.58	27,225.42	19.79%
560 - MISCELLANEOUS	0.00	0.00	0.00	129.12	-129.12	0.00%
Department: 121 - COMPTROLLER Total:	596,067.00	596,067.00	30,718.39	509,738.92	86,328.08	14.48%
Department: 125 - Senior Center						
510 - SALARY DIRECT EXPENSE	395,327.00	407,327.00	32,656.65	399,809.19	7,517.81	1.85%
520 - FRINGE BENEFITS	204,787.00	204,787.00	14,860.77	173,553.76	31,233.24	15.25%
530 - OPERATIONAL EXPENSES	120,050.00	120,050.00	10,181.05	68,541.43	51,508.57	42.91%
560 - MISCELLANEOUS	240,000.00	228,000.00	29,853.70	193,187.90	34,812.10	15.27%
Department: 125 - Senior Center Total:	960,164.00	960,164.00	87,552.17	835,092.28	125,071.72	13.03%
Department: 142 - EMERGENCY MANAGEMENT						
510 - SALARY DIRECT EXPENSE	95,428.00	95,428.00	4,735.10	44,898.79	50,529.21	52.95%
520 - FRINGE BENEFITS	37,512.00	37,512.00	2,721.47	16,769.33	20,742.67	55.30%
530 - OPERATIONAL EXPENSES	68,305.40	68,305.40	370.85	16,332.85	51,972.55	76.09%
540 - GENERAL GOVERNMENT	10,000.00	10,000.00	2,345.19	4,515.47	5,484.53	54.85%
Department: 142 - EMERGENCY MANAGEMENT Total:	211,245.40	211,245.40	10,172.61	82,516.44	128,728.96	60.94%
Department: 143 - PLANNING DEPARTMENT						
510 - SALARY DIRECT EXPENSE	201,930.00	201,930.00	10,964.30	168,500.78	33,429.22	16.55%
520 - FRINGE BENEFITS	96,007.00	96,007.00	7,476.90	87,001.05	9,005.95	9.38%
530 - OPERATIONAL EXPENSES	225,635.00	225,635.00	3,571.90	61,027.84	164,607.16	72.95%
560 - MISCELLANEOUS	500.00	500.00	0.00	0.00	500.00	100.00%
Department: 143 - PLANNING DEPARTMENT Total:	524,072.00	524,072.00	22,013.10	316,529.67	207,542.33	39.60%
Department: 600 - CONTINGENCY						
570 - OTHER FINANCING SOURCES	591,555.00	399,955.00	0.00	0.00	399,955.00	100.00%
Department: 600 - CONTINGENCY Total:	591,555.00	399,955.00	0.00	0.00	399,955.00	100.00%
Report Total:	24,993,055.40	24,924,755.40	1,556,635.34	21,077,870.37	3,846,885.03	15.43%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
001 - GENERAL FUND	24,993,055.40	24,924,755.40	1,556,635.34	21,077,870.37	3,846,885.03	15.43%
Report Total:	24,993,055.40	24,924,755.40	1,556,635.34	21,077,870.37	3,846,885.03	15.43%



## STOREY COUNTY

# Budget Report

## Group Summary

For Fiscal: 2022-2023 Period Ending: 06/30/2023

RevRptGroup	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 010 - INDIGENT MEDICAL</b>						
31 - AD VALOREM	70,965.00	70,965.00	3,161.48	92,796.36	21,831.36	30.76%
36 - MISCELLANEOUS REVENUE	5,000.00	5,000.00	0.00	0.00	-5,000.00	100.00%
<b>Fund: 010 - INDIGENT MEDICAL Total:</b>	<b>75,965.00</b>	<b>75,965.00</b>	<b>3,161.48</b>	<b>92,796.36</b>	<b>16,831.36</b>	<b>22.16%</b>
<b>Fund: 020 - ROADS</b>						
32 - LICENSES / PERMITS	2,000.00	2,000.00	2,420.00	7,040.00	5,040.00	252.00%
33 - INTERGOVERNMENTAL FUNDING	1,093,957.00	1,093,957.00	136,384.66	1,713,670.78	619,713.78	56.65%
34 - CHARGES FOR SERVICES	195,000.00	195,000.00	0.00	240,549.06	45,549.06	23.36%
36 - MISCELLANEOUS REVENUE	16,000.00	16,000.00	0.00	1,170.87	-14,829.13	92.68%
37 - INTERFUND TRANSFER	400,000.00	400,000.00	0.00	400,000.00	0.00	0.00%
<b>Fund: 020 - ROADS Total:</b>	<b>1,706,957.00</b>	<b>1,706,957.00</b>	<b>138,804.66</b>	<b>2,362,430.71</b>	<b>655,473.71</b>	<b>38.40%</b>
<b>Fund: 050 - EMERGENCY MITIGATION</b>						
33 - INTERGOVERNMENTAL FUNDING	0.00	0.00	0.00	400,422.00	400,422.00	0.00%
37 - INTERFUND TRANSFER	78,000.00	78,000.00	0.00	78,000.00	0.00	0.00%
<b>Fund: 050 - EMERGENCY MITIGATION Total:</b>	<b>78,000.00</b>	<b>78,000.00</b>	<b>0.00</b>	<b>478,422.00</b>	<b>400,422.00</b>	<b>513.36%</b>
<b>Fund: 060 - EQUIPMENT ACQUISITION</b>						
31 - AD VALOREM	353,914.00	353,914.00	15,807.47	463,973.15	110,059.15	31.10%
36 - MISCELLANEOUS REVENUE	2,700.00	2,700.00	0.00	92,584.90	89,884.90	3,329.07%
<b>Fund: 060 - EQUIPMENT ACQUISITION Total:</b>	<b>356,614.00</b>	<b>356,614.00</b>	<b>15,807.47</b>	<b>556,558.05</b>	<b>199,944.05</b>	<b>56.07%</b>
<b>Fund: 070 - CAPITAL PROJECTS</b>						
33 - INTERGOVERNMENTAL FUNDING	1,464,007.00	1,464,007.00	0.00	0.00	-1,464,007.00	100.00%
34 - CHARGES FOR SERVICES	2,800,777.00	2,800,777.00	0.00	93,732.46	-2,707,044.54	96.65%
37 - INTERFUND TRANSFER	5,000,000.00	5,000,000.00	0.00	2,500,000.00	-2,500,000.00	50.00%
<b>Fund: 070 - CAPITAL PROJECTS Total:</b>	<b>9,264,784.00</b>	<b>9,264,784.00</b>	<b>0.00</b>	<b>2,593,732.46</b>	<b>-6,671,051.54</b>	<b>72.00%</b>
<b>Fund: 080 - INFRASTRUCTURE</b>						
33 - INTERGOVERNMENTAL FUNDING	500,000.00	500,000.00	75,561.32	1,000,093.24	500,093.24	100.02%
<b>Fund: 080 - INFRASTRUCTURE Total:</b>	<b>500,000.00</b>	<b>500,000.00</b>	<b>75,561.32</b>	<b>1,000,093.24</b>	<b>500,093.24</b>	<b>100.02%</b>
<b>Fund: 135 - USDA</b>						
37 - INTERFUND TRANSFER	500,265.68	500,265.68	0.00	500,275.68	10.00	0.00%
<b>Fund: 135 - USDA Total:</b>	<b>500,265.68</b>	<b>500,265.68</b>	<b>0.00</b>	<b>500,275.68</b>	<b>10.00</b>	<b>0.00%</b>
<b>Fund: 140 - DRUG COURT</b>						
34 - CHARGES FOR SERVICES	400.00	400.00	30.00	340.00	-60.00	15.00%
<b>Fund: 140 - DRUG COURT Total:</b>	<b>400.00</b>	<b>400.00</b>	<b>30.00</b>	<b>340.00</b>	<b>-60.00</b>	<b>15.00%</b>
<b>Fund: 165 - TECHNOLOGY</b>						
34 - CHARGES FOR SERVICES	91,800.00	91,800.00	11,515.04	238,563.06	146,763.06	159.87%
<b>Fund: 165 - TECHNOLOGY Total:</b>	<b>91,800.00</b>	<b>91,800.00</b>	<b>11,515.04</b>	<b>238,563.06</b>	<b>146,763.06</b>	<b>159.87%</b>
<b>Fund: 180 - GENETIC MARKER TESTING</b>						
34 - CHARGES FOR SERVICES	5,100.00	5,100.00	598.00	5,409.35	309.35	6.07%
35 - FINES AND FORFEITS	3,500.00	3,500.00	630.00	4,675.00	1,175.00	33.57%
<b>Fund: 180 - GENETIC MARKER TESTING Total:</b>	<b>8,600.00</b>	<b>8,600.00</b>	<b>1,228.00</b>	<b>10,084.35</b>	<b>1,484.35</b>	<b>17.26%</b>
<b>Fund: 185 - INDIGENT ACCIDENT</b>						
31 - AD VALOREM	97,992.00	97,992.00	4,742.47	139,188.39	41,196.39	42.04%
<b>Fund: 185 - INDIGENT ACCIDENT Total:</b>	<b>97,992.00</b>	<b>97,992.00</b>	<b>4,742.47</b>	<b>139,188.39</b>	<b>41,196.39</b>	<b>42.04%</b>
<b>Fund: 187 - JUSTICE COURT FUND</b>						
35 - FINES AND FORFEITS	63,000.00	63,000.00	4,833.37	56,965.20	-6,034.80	9.58%
<b>Fund: 187 - JUSTICE COURT FUND Total:</b>	<b>63,000.00</b>	<b>63,000.00</b>	<b>4,833.37</b>	<b>56,965.20</b>	<b>-6,034.80</b>	<b>9.58%</b>
<b>Fund: 190 - PARK TAX FUND</b>						
34 - CHARGES FOR SERVICES	1,500.00	1,500.00	0.00	297,672.69	296,172.69	19,744.85%

## Budget Report

For Fiscal: 2022-2023 Period Ending: 06/30/2023

RevRptGroup	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 190 - PARK TAX FUND Total:</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>0.00</b>	<b>297,672.69</b>	<b>296,172.69</b>	<b>19,744.85%</b>
<b>Fund: 200 - TRI PAYBACK</b>						
33 - INTERGOVERNMENTAL FUNDING	381,149.00	381,149.00	47,982.27	634,381.39	253,232.39	66.44%
34 - CHARGES FOR SERVICES	432,500.00	432,500.00	0.00	0.00	-432,500.00	100.00%
36 - MISCELLANEOUS REVENUE	0.00	0.00	0.00	246,320.26	246,320.26	0.00%
37 - INTERFUND TRANSFER	2,000,000.00	2,000,000.00	0.00	2,000,000.00	0.00	0.00%
<b>Fund: 200 - TRI PAYBACK Total:</b>	<b>2,813,649.00</b>	<b>2,813,649.00</b>	<b>47,982.27</b>	<b>2,880,701.65</b>	<b>67,052.65</b>	<b>2.38%</b>
<b>Fund: 206 - FEDERAL/STATE GRANTS</b>						
33 - INTERGOVERNMENTAL FUNDING	2,859,764.00	2,859,764.00	67,559.47	197,311.58	-2,662,452.42	93.10%
37 - INTERFUND TRANSFER	100,000.00	100,000.00	0.00	100,000.00	0.00	0.00%
<b>Fund: 206 - FEDERAL/STATE GRANTS Total:</b>	<b>2,959,764.00</b>	<b>2,959,764.00</b>	<b>67,559.47</b>	<b>297,311.58</b>	<b>-2,662,452.42</b>	<b>89.95%</b>
<b>Fund: 220 - VC RAIL PROJECT</b>						
33 - INTERGOVERNMENTAL FUNDING	500,000.00	500,000.00	74,889.34	996,059.53	496,059.53	99.21%
<b>Fund: 220 - VC RAIL PROJECT Total:</b>	<b>500,000.00</b>	<b>500,000.00</b>	<b>74,889.34</b>	<b>996,059.53</b>	<b>496,059.53</b>	<b>99.21%</b>
<b>Fund: 230 - VC TOURISM COMMISSION</b>						
32 - LICENSES / PERMITS	42,000.00	42,000.00	26,068.75	40,528.00	-1,472.00	3.50%
33 - INTERGOVERNMENTAL FUNDING	1,042,000.00	1,042,000.00	122,699.40	1,557,627.11	515,627.11	49.48%
34 - CHARGES FOR SERVICES	448,500.00	448,500.00	35,209.23	220,219.01	-228,280.99	50.90%
36 - MISCELLANEOUS REVENUE	124,500.00	124,500.00	9,199.64	72,648.19	-51,851.81	41.65%
<b>Fund: 230 - VC TOURISM COMMISSION Total:</b>	<b>1,657,000.00</b>	<b>1,657,000.00</b>	<b>193,177.02</b>	<b>1,891,022.31</b>	<b>234,022.31</b>	<b>14.12%</b>
<b>Fund: 231 - PIPERS OPERA HOUSE</b>						
33 - INTERGOVERNMENTAL FUNDING	6,000.00	6,000.00	0.00	5,959.47	-40.53	0.68%
34 - CHARGES FOR SERVICES	139,000.00	139,000.00	1,593.42	78,838.58	-60,161.42	43.28%
36 - MISCELLANEOUS REVENUE	24,000.00	24,000.00	1,850.00	20,350.00	-3,650.00	15.21%
37 - INTERFUND TRANSFER	105,000.00	105,000.00	0.00	105,000.00	0.00	0.00%
<b>Fund: 231 - PIPERS OPERA HOUSE Total:</b>	<b>274,000.00</b>	<b>274,000.00</b>	<b>3,443.42</b>	<b>210,148.05</b>	<b>-63,851.95</b>	<b>23.30%</b>
<b>Report Total:</b>	<b>20,950,290.68</b>	<b>20,950,290.68</b>	<b>642,735.33</b>	<b>14,602,365.31</b>	<b>-6,347,925.37</b>	<b>30.30%</b>



## STOREY COUNTY

# Budget Report

## Group Summary

For Fiscal: 2022-2023 Period Ending: 06/30/2023

ExpRptGroup1	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 010 - INDIGENT MEDICAL</b>						
530 - OPERATIONAL EXPENSES	200,000.00	200,000.00	2,880.00	16,194.09	183,805.91	91.90%
<b>Fund: 010 - INDIGENT MEDICAL Total:</b>	<b>200,000.00</b>	<b>200,000.00</b>	<b>2,880.00</b>	<b>16,194.09</b>	<b>183,805.91</b>	<b>91.90%</b>
<b>Fund: 020 - ROADS</b>						
510 - SALARY DIRECT EXPENSE	405,778.00	456,278.00	29,280.90	438,596.50	17,681.50	3.88%
520 - FRINGE BENEFITS	248,883.00	281,383.00	24,214.53	274,324.88	7,058.12	2.51%
530 - OPERATIONAL EXPENSES	187,500.00	187,500.00	13,221.65	166,915.60	20,584.40	10.98%
540 - GENERAL GOVERNMENT	53,600.00	53,600.00	4,683.52	68,471.51	-14,871.51	-27.75%
560 - MISCELLANEOUS	51,978.00	51,978.00	0.00	45,158.08	6,819.92	13.12%
640 - 640	1,065,500.00	982,500.00	73,457.96	121,391.96	861,108.04	87.64%
<b>Fund: 020 - ROADS Total:</b>	<b>2,013,239.00</b>	<b>2,013,239.00</b>	<b>144,858.56</b>	<b>1,114,858.53</b>	<b>898,380.47</b>	<b>44.62%</b>
<b>Fund: 050 - EMERGENCY MITIGATION</b>						
540 - GENERAL GOVERNMENT	75,000.00	75,000.00	2,720.98	4,600.98	70,399.02	93.87%
<b>Fund: 050 - EMERGENCY MITIGATION Total:</b>	<b>75,000.00</b>	<b>75,000.00</b>	<b>2,720.98</b>	<b>4,600.98</b>	<b>70,399.02</b>	<b>93.87%</b>
<b>Fund: 060 - EQUIPMENT ACQUISITION</b>						
570 - OTHER FINANCING SOURCES	500,000.00	500,000.00	0.00	500,000.00	0.00	0.00%
640 - 640	1,175,700.00	1,175,700.00	7,540.75	538,500.78	637,199.22	54.20%
<b>Fund: 060 - EQUIPMENT ACQUISITION Total:</b>	<b>1,675,700.00</b>	<b>1,675,700.00</b>	<b>7,540.75</b>	<b>1,038,500.78</b>	<b>637,199.22</b>	<b>38.03%</b>
<b>Fund: 070 - CAPITAL PROJECTS</b>						
640 - 640	9,919,030.51	9,375,062.51	711,234.27	1,604,324.17	7,770,738.34	82.89%
<b>Fund: 070 - CAPITAL PROJECTS Total:</b>	<b>9,919,030.51</b>	<b>9,375,062.51</b>	<b>711,234.27</b>	<b>1,604,324.17</b>	<b>7,770,738.34</b>	<b>82.89%</b>
<b>Fund: 080 - INFRASTRUCTURE</b>						
570 - OTHER FINANCING SOURCES	830,000.00	830,000.00	0.00	830,000.00	0.00	0.00%
640 - 640	448,256.00	448,256.00	101,641.25	187,181.00	261,075.00	58.24%
<b>Fund: 080 - INFRASTRUCTURE Total:</b>	<b>1,278,256.00</b>	<b>1,278,256.00</b>	<b>101,641.25</b>	<b>1,017,181.00</b>	<b>261,075.00</b>	<b>20.42%</b>
<b>Fund: 135 - USDA</b>						
560 - MISCELLANEOUS	203,315.80	203,315.80	12,800.29	207,402.34	-4,086.54	-2.01%
570 - OTHER FINANCING SOURCES	296,949.88	296,949.88	17,001.89	292,863.82	4,086.06	1.38%
<b>Fund: 135 - USDA Total:</b>	<b>500,265.68</b>	<b>500,265.68</b>	<b>29,802.18</b>	<b>500,266.16</b>	<b>-0.48</b>	<b>0.00%</b>
<b>Fund: 140 - DRUG COURT</b>						
540 - GENERAL GOVERNMENT	400.00	400.00	50.00	340.00	60.00	15.00%
<b>Fund: 140 - DRUG COURT Total:</b>	<b>400.00</b>	<b>400.00</b>	<b>50.00</b>	<b>340.00</b>	<b>60.00</b>	<b>15.00%</b>
<b>Fund: 165 - TECHNOLOGY</b>						
530 - OPERATIONAL EXPENSES	35,000.00	35,000.00	2,387.50	31,095.00	3,905.00	11.16%
540 - GENERAL GOVERNMENT	70,000.00	70,000.00	0.00	39,466.93	30,533.07	43.62%
<b>Fund: 165 - TECHNOLOGY Total:</b>	<b>105,000.00</b>	<b>105,000.00</b>	<b>2,387.50</b>	<b>70,561.93</b>	<b>34,438.07</b>	<b>32.80%</b>
<b>Fund: 180 - GENETIC MARKER TESTING</b>						
540 - GENERAL GOVERNMENT	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00%
550 - 550	5,000.00	5,000.00	1,173.00	3,735.00	1,265.00	25.30%
<b>Fund: 180 - GENETIC MARKER TESTING Total:</b>	<b>6,000.00</b>	<b>6,000.00</b>	<b>1,173.00</b>	<b>3,735.00</b>	<b>2,265.00</b>	<b>37.75%</b>
<b>Fund: 185 - INDIGENT ACCIDENT</b>						
530 - OPERATIONAL EXPENSES	80,000.00	143,300.00	23,177.25	130,253.63	13,046.37	9.10%
<b>Fund: 185 - INDIGENT ACCIDENT Total:</b>	<b>80,000.00</b>	<b>143,300.00</b>	<b>23,177.25</b>	<b>130,253.63</b>	<b>13,046.37</b>	<b>9.10%</b>
<b>Fund: 187 - JUSTICE COURT FUND</b>						
550 - 550	63,000.00	63,000.00	5,088.46	44,777.04	18,222.96	28.93%
<b>Fund: 187 - JUSTICE COURT FUND Total:</b>	<b>63,000.00</b>	<b>63,000.00</b>	<b>5,088.46</b>	<b>44,777.04</b>	<b>18,222.96</b>	<b>28.93%</b>
<b>Fund: 190 - PARK TAX FUND</b>						
640 - 640	27,500.00	27,500.00	0.00	0.00	27,500.00	100.00%

## Budget Report

For Fiscal: 2022-2023 Period Ending: 06/30/2023

ExpRptGroup1	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 190 - PARK TAX FUND Total:</b>	<b>27,500.00</b>	<b>27,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>27,500.00</b>	<b>100.00%</b>
<b>Fund: 200 - TRI PAYBACK</b>						
570 - OTHER FINANCING SOURCES	3,300,000.00	3,843,968.00	0.00	3,843,967.21	0.79	0.00%
<b>Fund: 200 - TRI PAYBACK Total:</b>	<b>3,300,000.00</b>	<b>3,843,968.00</b>	<b>0.00</b>	<b>3,843,967.21</b>	<b>0.79</b>	<b>0.00%</b>
<b>Fund: 206 - FEDERAL/STATE GRANTS</b>						
530 - OPERATIONAL EXPENSES	422,264.00	422,264.00	73,310.40	267,963.55	154,300.45	36.54%
570 - OTHER FINANCING SOURCES	2,500,000.00	2,500,000.00	0.00	0.00	2,500,000.00	100.00%
<b>Fund: 206 - FEDERAL/STATE GRANTS Total:</b>	<b>2,922,264.00</b>	<b>2,922,264.00</b>	<b>73,310.40</b>	<b>267,963.55</b>	<b>2,654,300.45</b>	<b>90.83%</b>
<b>Fund: 220 - VC RAIL PROJECT</b>						
560 - MISCELLANEOUS	250,000.00	250,000.00	250,000.00	250,000.00	0.00	0.00%
640 - 640	230,000.00	230,000.00	0.00	1,484.04	228,515.96	99.35%
<b>Fund: 220 - VC RAIL PROJECT Total:</b>	<b>480,000.00</b>	<b>480,000.00</b>	<b>250,000.00</b>	<b>251,484.04</b>	<b>228,515.96</b>	<b>47.61%</b>
<b>Fund: 230 - VC TOURISM COMMISSION</b>						
510 - SALARY DIRECT EXPENSE	339,541.00	339,541.00	14,618.11	331,723.16	7,817.84	2.30%
520 - FRINGE BENEFITS	170,859.00	170,859.00	12,952.46	147,929.36	22,929.64	13.42%
530 - OPERATIONAL EXPENSES	949,050.00	949,050.00	55,504.53	716,363.47	232,686.53	24.52%
560 - MISCELLANEOUS	125,885.00	125,885.00	39,105.40	164,313.48	-38,428.48	-30.53%
640 - 640	100,000.00	100,000.00	14,000.00	21,938.80	78,061.20	78.06%
<b>Fund: 230 - VC TOURISM COMMISSION Total:</b>	<b>1,685,335.00</b>	<b>1,685,335.00</b>	<b>136,180.50</b>	<b>1,382,268.27</b>	<b>303,066.73</b>	<b>17.98%</b>
<b>Fund: 231 - PIPERS OPERA HOUSE</b>						
510 - SALARY DIRECT EXPENSE	117,079.00	117,079.00	1,881.86	30,354.83	86,724.17	74.07%
520 - FRINGE BENEFITS	55,949.00	55,949.00	997.48	12,972.67	42,976.33	76.81%
530 - OPERATIONAL EXPENSES	100,800.00	100,800.00	16,179.39	95,097.97	5,702.03	5.66%
560 - MISCELLANEOUS	13,088.00	13,088.00	0.00	9,926.20	3,161.80	24.16%
<b>Fund: 231 - PIPERS OPERA HOUSE Total:</b>	<b>286,916.00</b>	<b>286,916.00</b>	<b>19,058.73</b>	<b>148,351.67</b>	<b>138,564.33</b>	<b>48.29%</b>
<b>Report Total:</b>	<b>24,617,906.19</b>	<b>24,681,206.19</b>	<b>1,511,103.83</b>	<b>11,439,628.05</b>	<b>13,241,578.14</b>	<b>53.65%</b>



## Storey County Water and Sewer Board Agenda Action Report

Meeting date: 8/1/2023 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 5

Agenda Item Type: Discussion/Possible Action

- **Title:** 4th Quarter FY22-23 Storey County Water-Sewer Fund fiscal review (unaudited).
- **Recommended motion:** Discussion ONLY
- **Prepared by:** Jennifer McCain

**Department:**

**Contact Number:** 7758471133

- **Staff Summary:** With the close of FY23, this 4th quarter budget to actual report is at the same time the auditor is in the process of reviewing the information I am providing; therefore, it is important to note that these final fiscal year numbers are unaudited.
- Both the Water and Sewer Funds revenues ended the year very close to the budgeted amounts. However, the water fund actual collections were approximately \$12K less than budget. The expenses came slightly under budget with the Water Fund spending approximately \$19K less than budgeted and the Sewer Fund spending approximately \$26K less.
- **Supporting Materials:** See attached
- **Fiscal Impact:** no
- **Legal review required:** False
- **Reviewed by:**

\_\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

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

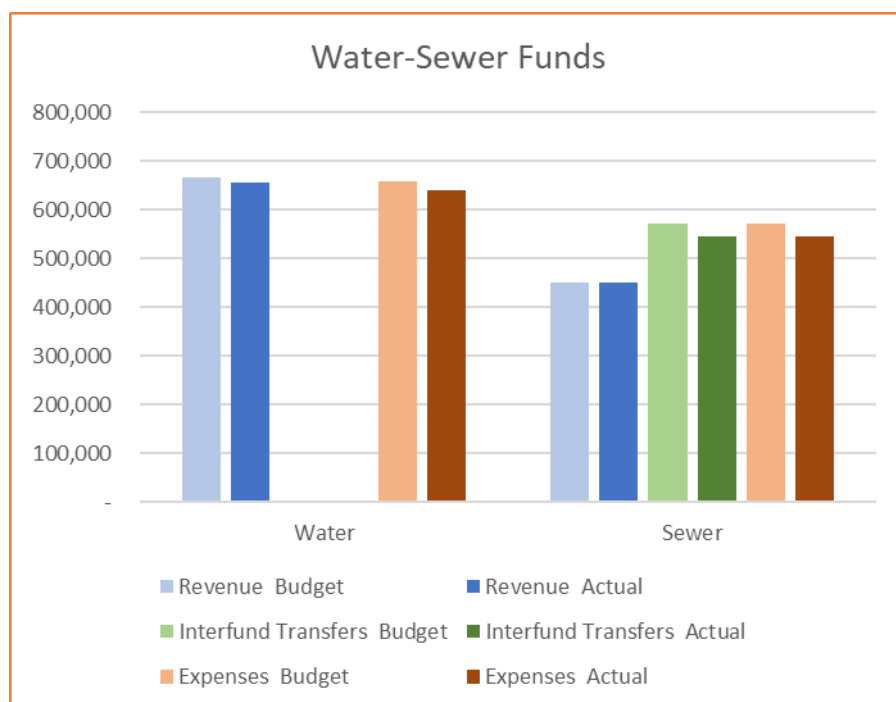


## Water-Sewer

With the close of FY23, this 4<sup>th</sup> quarter budget to actual report is at the same time the auditor is in the process of reviewing the information I am providing; therefore, it is important to note that these final fiscal year numbers are unaudited.

Both the Water and Sewer Funds revenues ended the year very close to the budgeted amounts. However, the water fund actual collections were approximately \$12K less than budget. The expenses came slightly under budget with the Water Fund spending approximately \$19K less than budgeted and the Sewer Fund spending approximately \$26K less.

The graph below depicts both revenues, interfund transfers, and expenses. The interfund transfers were due to the Sewer Fund from the Infrastructure Fund to aid in paying the USDA bonds.





## STOREY COUNTY

# Budget Report

## Group Summary

For Fiscal: 2022-2023 Period Ending: 06/30/2023

RevRptGroup	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 090 - WATER SYSTEM</b>						
34 - CHARGES FOR SERVICES	649,100.00	649,100.00	50,915.78	636,834.25	-12,265.75	1.89%
36 - MISCELLANEOUS REVENUE	18,000.00	18,000.00	0.00	18,044.16	44.16	0.25%
<b>Fund: 090 - WATER SYSTEM Total:</b>	<b>667,100.00</b>	<b>667,100.00</b>	<b>50,915.78</b>	<b>654,878.41</b>	<b>-12,221.59</b>	<b>1.83%</b>
<b>Fund: 130 - VIRGINIA/DIVIDE SEWER</b>						
34 - CHARGES FOR SERVICES	446,100.00	446,100.00	36,905.84	449,258.65	3,158.65	0.71%
36 - MISCELLANEOUS REVENUE	3,200.00	3,200.00	0.00	0.00	-3,200.00	100.00%
37 - INTERFUND TRANSFER	830,000.00	830,000.00	0.00	830,000.00	0.00	0.00%
<b>Fund: 130 - VIRGINIA/DIVIDE SEWER Total:</b>	<b>1,279,300.00</b>	<b>1,279,300.00</b>	<b>36,905.84</b>	<b>1,279,258.65</b>	<b>-41.35</b>	<b>0.00%</b>
<b>Report Total:</b>	<b>1,946,400.00</b>	<b>1,946,400.00</b>	<b>87,821.62</b>	<b>1,934,137.06</b>	<b>-12,262.94</b>	<b>0.63%</b>



## STOREY COUNTY

# Budget Report

## Group Summary

For Fiscal: 2022-2023 Period Ending: 06/30/2023

ExpRptGroup1	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 090 - WATER SYSTEM</b>						
510 - SALARY DIRECT EXPENSE	130,709.00	130,709.00	6,806.15	110,560.82	20,148.18	15.41%
520 - FRINGE BENEFITS	68,680.00	68,680.00	6,668.09	67,140.03	1,539.97	2.24%
530 - OPERATIONAL EXPENSES	253,300.00	253,300.00	30,765.76	231,631.28	21,668.72	8.55%
540 - GENERAL GOVERNMENT	107,000.00	107,000.00	39,500.75	120,251.44	-13,251.44	-12.38%
560 - MISCELLANEOUS	0.00	0.00	0.00	1,752.15	-1,752.15	0.00%
570 - OTHER FINANCING SOURCES	98,567.52	98,567.52	0.00	98,567.52	0.00	0.00%
640 - 640	0.00	0.00	8,950.80	8,950.80	-8,950.80	0.00%
<b>Fund: 090 - WATER SYSTEM Total:</b>	<b>658,256.52</b>	<b>658,256.52</b>	<b>92,691.55</b>	<b>638,854.04</b>	<b>19,402.48</b>	<b>2.95%</b>
<b>Fund: 130 - VIRGINIA/DIVIDE SEWER</b>						
510 - SALARY DIRECT EXPENSE	123,016.00	123,016.00	7,330.14	116,976.31	6,039.69	4.91%
520 - FRINGE BENEFITS	78,024.00	78,024.00	7,350.54	71,349.07	6,674.93	8.55%
530 - OPERATIONAL EXPENSES	100,600.00	105,600.00	18,924.53	97,320.00	8,280.00	7.84%
540 - GENERAL GOVERNMENT	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%
570 - OTHER FINANCING SOURCES	259,058.16	259,058.16	0.00	259,068.16	-10.00	0.00%
<b>Fund: 130 - VIRGINIA/DIVIDE SEWER Total:</b>	<b>565,698.16</b>	<b>570,698.16</b>	<b>33,605.21</b>	<b>544,713.54</b>	<b>25,984.62</b>	<b>4.55%</b>
<b>Report Total:</b>	<b>1,223,954.68</b>	<b>1,228,954.68</b>	<b>126,296.76</b>	<b>1,183,567.58</b>	<b>45,387.10</b>	<b>3.69%</b>



## Board of Storey County Fire Commissioners Agenda Action Report

Meeting date: 8/1/2023 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 10

Agenda Item Type: Discussion/Possible Action

- **Title:** 4th Quarter FY22-23 Storey County Fire District fiscal review (unaudited).
- **Recommended motion:** Discussion ONLY
- **Prepared by:** Jennifer McCain

**Department:**

**Contact Number:** 7758471133

- **Staff Summary:** As of June 30, 2022 the fiscal year comes to a close and at this point in time it is important to note that these figures are unaudited by our outside auditor.
- As a whole the Fire District funds have ended the year below budget in actual expenses, with Fire General Fund having approximately 10% of the budget remaining. On the revenue side, the Fire Funds all ended the fiscal year at or over the budgeted revenues. The General Fund collected approximately 50% more than budgeted. This is primarily due to the estimated revenue for the Fire District taking back fire permits and inspection. This object to the Fire General Fund collected approximately \$2.4M which is 680% more than the budget.
- The revenues and expenses in the chart also reflect transfers between funds. These include \$500,000 from Mutual Aid into the General Fund. The General Fund then transferred \$700,000 to Capital Projects.
- **Supporting Materials:** See attached
- **Fiscal Impact:** no
- **Legal review required:** False
- **Reviewed by:**

\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

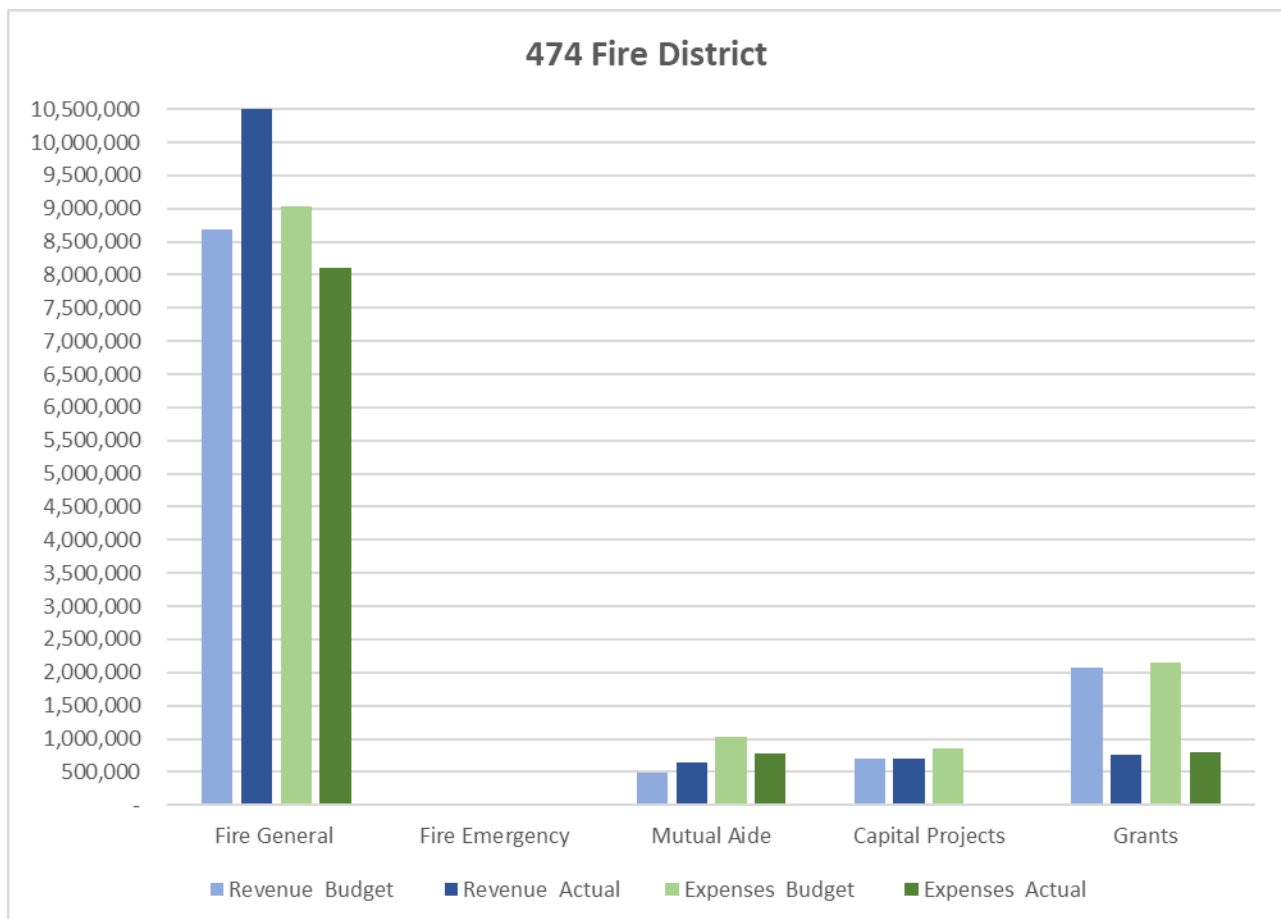
<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modification
<input type="checkbox"/> Denied	<input type="checkbox"/> Continued

## **474 Fire District**

As of June 30, 2022 the fiscal year comes to a close and at this point in time it is important to note that these figures are unaudited by our outside auditor.

As a whole the Fire District funds have ended the year below budget in actual expenses, with Fire General Fund having approximately 10% of the budget remaining. On the revenue side, the Fire Funds all ended the fiscal year at or over the budgeted revenues. The General Fund collected approximately 50% more than budgeted. This is primarily due to the estimated revenue for the Fire District taking back fire permits and inspection. This object to the Fire General Fund collected approximately \$2.4M which is 680% more than the budget.

The revenues and expenses in the chart also reflect transfers between funds. These include \$500,000 from Mutual Aid into the General Fund. The General Fund then transferred \$700,000 to Capital Projects.





STOREY COUNTY

# Budget Report

## Group Summary

For Fiscal: 2022-2023 Period Ending: 06/30/2023

RevRptGroup	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 250 - FIRE DISTRICT 474</b>						
31 - AD VALOREM	4,022,960.00	4,022,960.00	172,173.29	5,053,534.46	1,030,574.46	25.62%
32 - LICENSES / PERMITS	314,000.00	314,000.00	88,995.60	2,478,791.08	2,164,791.08	689.42%
33 - INTERGOVERNMENTAL FUNDING	1,878,349.00	1,878,349.00	195,753.04	2,820,330.93	941,981.93	50.15%
34 - CHARGES FOR SERVICES	1,925,163.00	1,925,163.00	73,986.87	2,200,165.43	275,002.43	14.28%
36 - MISCELLANEOUS REVENUE	35,000.00	35,000.00	775.00	88,561.81	53,561.81	153.03%
37 - INTERFUND TRANSFER	500,000.00	500,000.00	0.00	500,000.00	0.00	0.00%
<b>Fund: 250 - FIRE DISTRICT 474 Total:</b>	<b>8,675,472.00</b>	<b>8,675,472.00</b>	<b>531,683.80</b>	<b>13,141,383.71</b>	<b>4,465,911.71</b>	<b>51.48%</b>
<b>Fund: 270 - FIRE MUTUAL AID</b>						
34 - CHARGES FOR SERVICES	485,000.00	485,000.00	0.00	639,261.69	154,261.69	31.81%
<b>Fund: 270 - FIRE MUTUAL AID Total:</b>	<b>485,000.00</b>	<b>485,000.00</b>	<b>0.00</b>	<b>639,261.69</b>	<b>154,261.69</b>	<b>31.81%</b>
<b>Fund: 280 - FIRE CAPITAL PROJECTS</b>						
36 - MISCELLANEOUS REVENUE	10,000.00	10,000.00	0.00	0.00	-10,000.00	100.00%
37 - INTERFUND TRANSFER	700,000.00	700,000.00	0.00	700,000.00	0.00	0.00%
<b>Fund: 280 - FIRE CAPITAL PROJECTS Total:</b>	<b>710,000.00</b>	<b>710,000.00</b>	<b>0.00</b>	<b>700,000.00</b>	<b>-10,000.00</b>	<b>1.41%</b>
<b>Fund: 290 - FIRE GRANTS</b>						
33 - INTERGOVERNMENTAL FUNDING	980,952.00	980,952.00	0.00	4,997.00	-975,955.00	99.49%
36 - MISCELLANEOUS REVENUE	1,101,717.00	1,101,717.00	63,428.04	756,497.56	-345,219.44	31.33%
<b>Fund: 290 - FIRE GRANTS Total:</b>	<b>2,082,669.00</b>	<b>2,082,669.00</b>	<b>63,428.04</b>	<b>761,494.56</b>	<b>-1,321,174.44</b>	<b>63.44%</b>
<b>Report Total:</b>	<b>11,953,141.00</b>	<b>11,953,141.00</b>	<b>595,111.84</b>	<b>15,242,139.96</b>	<b>3,288,998.96</b>	<b>27.52%</b>




# STOREY COUNTY

## Budget Report Group Summary

For Fiscal: 2022-2023 Period Ending: 06/30/2023

ExpRptGroup1	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Department: 250 - FIRE DISTRICT 474</b>						
510 - SALARY DIRECT EXPENSE	4,625,637.00	4,625,637.00	286,334.51	4,352,468.35	273,168.65	5.91%
520 - FRINGE BENEFITS	2,344,164.00	2,344,164.00	157,506.62	2,129,500.05	214,663.95	9.16%
530 - OPERATIONAL EXPENSES	687,815.00	687,815.00	86,646.12	589,658.61	98,156.39	14.27%
540 - GENERAL GOVERNMENT	150,400.00	150,400.00	15,575.75	81,373.22	69,026.78	45.90%
560 - MISCELLANEOUS	92,000.00	92,000.00	3,445.00	83,287.35	8,712.65	9.47%
570 - OTHER FINANCING SOURCES	1,081,398.00	1,081,398.00	0.00	842,640.00	238,758.00	22.08%
640 - 640	48,599.00	48,599.00	1,532.00	25,700.55	22,898.45	47.12%
<b>Department: 250 - FIRE DISTRICT 474 Total:</b>	<b>9,030,013.00</b>	<b>9,030,013.00</b>	<b>551,040.00</b>	<b>8,104,628.13</b>	<b>925,384.87</b>	<b>10.25%</b>
<b>Department: 270 - MUTUAL AID</b>						
510 - SALARY DIRECT EXPENSE	345,000.00	345,000.00	0.00	137,891.17	207,108.83	60.03%
520 - FRINGE BENEFITS	34,000.00	34,000.00	0.00	26,563.94	7,436.06	21.87%
530 - OPERATIONAL EXPENSES	118,629.00	118,629.00	17,030.47	109,253.93	9,375.07	7.90%
570 - OTHER FINANCING SOURCES	500,000.00	500,000.00	0.00	500,000.00	0.00	0.00%
640 - 640	24,510.00	24,510.00	0.00	11,348.60	13,161.40	53.70%
<b>Department: 270 - MUTUAL AID Total:</b>	<b>1,022,139.00</b>	<b>1,022,139.00</b>	<b>17,030.47</b>	<b>785,057.64</b>	<b>237,081.36</b>	<b>23.19%</b>
<b>Department: 280 - FIRE CAPITAL PROJECTS</b>						
640 - 640	863,637.50	863,637.50	16,176.98	31,428.96	832,208.54	96.36%
<b>Department: 280 - FIRE CAPITAL PROJECTS Total:</b>	<b>863,637.50</b>	<b>863,637.50</b>	<b>16,176.98</b>	<b>31,428.96</b>	<b>832,208.54</b>	<b>96.36%</b>
<b>Department: 290 - FIRE GRANTS</b>						
510 - SALARY DIRECT EXPENSE	591,786.00	591,786.00	21,204.71	501,463.81	90,322.19	15.26%
520 - FRINGE BENEFITS	378,903.00	378,903.00	19,341.70	231,734.35	147,168.65	38.84%
530 - OPERATIONAL EXPENSES	1,025,000.00	1,025,000.00	10,013.12	57,324.31	967,675.69	94.41%
640 - 640	155,480.00	155,480.00	197.91	197.91	155,282.09	99.87%
<b>Department: 290 - FIRE GRANTS Total:</b>	<b>2,151,169.00</b>	<b>2,151,169.00</b>	<b>50,757.44</b>	<b>790,720.38</b>	<b>1,360,448.62</b>	<b>63.24%</b>
<b>Report Total:</b>	<b>13,066,958.50</b>	<b>13,066,958.50</b>	<b>635,004.89</b>	<b>9,711,835.11</b>	<b>3,355,123.39</b>	<b>25.68%</b>



	<h2 style="text-align: center;">Board of Storey County Fire Commissioners</h2> <h3 style="text-align: center;">Agenda Action Report</h3>	
<b>Meeting date: 8/1/2023 10:00 AM - BOCC Meeting</b>	<b>Estimate of Time Required: 5</b>	
<b>Agenda Item Type: Discussion/Possible Action</b>		

- **Title:** Consideration and possible approval of a contract for plans review services from Firewise Code Consulting LLC.
- **Recommended motion:** I (Fire Commissioner) move to approve an agreement with Firewise Code Consulting LLC for plans review services for the Storey County Fire Protection District and authorize the Fire Chief to sign.
- **Prepared by:** Jeremy B Loncar

**Department:**                      **Contact Number:** 17758470954

- **Staff Summary:** This agreement with Firewise Code Consulting LLC is for potential plans review services on an as-needed bases. With the increase in construction primarily within the TRIC, by entering into an agreement with Firewise Code Consulting, we can ensure that as our staff gets overwhelmed with plans review, we can differ specific projects to this company and continue to approve plans in a timely manner.
- **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

## FIREWISE CODE CONSULTING LLC

6111 Shallowford Rd Ste 105-D

Chattanooga TN 37421

423-558-0379

Firewise Code Consultants, LLC, provides fire and life safety plan review services to jurisdictions that have adopted the International Building Code and International Fire Code. Plan reviews are completed within 10 business days for one set fee per project discipline. Firewise may need to extend the total review time to no more than 15 business days on very large or complex projects for quality assurance. Please allow additional time for processing plans due to incomplete submittal information.

Expedited plan reviews are available for an additional fee. Expedited plan reviews, if accepted, are completed within 5 business days.

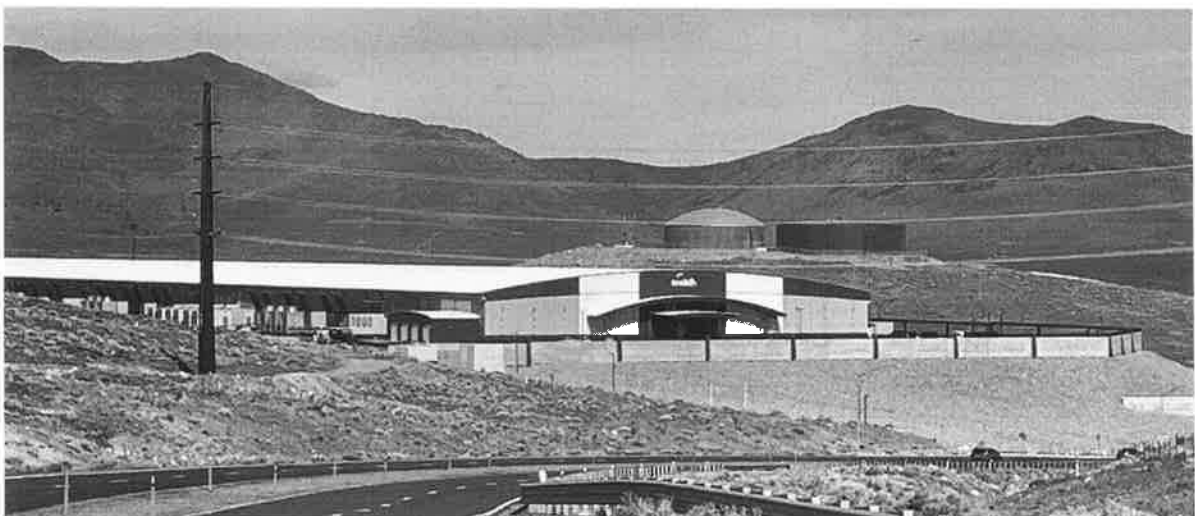
Firewise will provide notification within 2 business days of receiving plans if plan review will not be completed within the agreed upon 10 business days or 5 business days for expedited requests.

### *Fee Schedule* *Effective June 1, 2023*

#### **Building Plan Review Fees**

Includes fire protection features, building features, and egress

BUILDING SQUARE FEET	PLAN REVIEW FEE
Up to 100,000	\$785.00
100,001 to 300,000	\$1,065.00
Over 300,000	\$1,065.00 plus \$5.00 per 10,000 square feet over 300,000



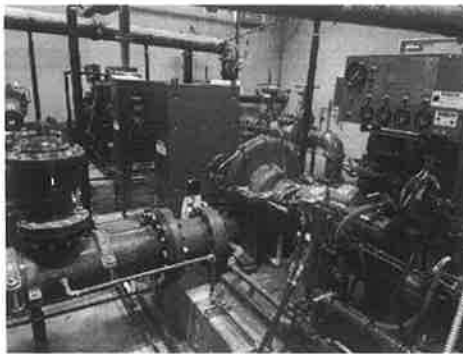
### Civil Fire Plan Review Fees

Includes access roads, hydrants, lead-ins, PIV, and FDC

HYDRANTS & LEAD-INS	PLAN REVIEW FEE
1 – 5	\$535.00
6 – 10	\$700.00
11+	\$850.00

### Other Plan Review Fees

FIRE PUMP	\$450.00
RACK STORAGE	\$250.00



### Sprinkler System Plan Review Fees

NUMBER OF SPRINKLERS	PLAN REVIEW FEE
1 to 20	\$275.00
21 to 50	\$475.00
51 to 100	\$565.00
101 to 150	\$630.00
151 to 200	\$725.00
201 to 300	\$780.00
401 to 500	\$1,080.00
Over 500	\$1,080.00 plus \$1.65 for each sprinkler over 500



## Fire Alarm Systems Plan Review Fees

NUMBER OF ALARM DEVICES	PLAN REVIEW FEE
1 to 20	\$290.00
21 to 40	\$545.00
41 to 60	\$835.00
61 to 80	\$1,000.00
81 to 100	\$1,190.00
Over 100	\$1,190.00 plus \$6.30 per device over 100

**Preliminary Plan Reviews:** \$80.00 / hr

**Expedited Plan Reviews:** Add 50% to standard plan review fee



By signing below, both parties agree to the terms stated above and that these terms may be modified or terminated by either party with 30-day's notice.

For Firewise Code Consulting

Name: PATRICK LINSTRUTH

Title: OWNER

Date: 6/1/23

Signature: [Handwritten Signature]

For \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_



## Storey County Liquor Licensing Board Agenda Action Report

**Meeting date: 8/1/2023 10:00 AM -  
BOCC Meeting**

**Estimate of Time Required: 1 min**

**Agenda Item Type: Consent Agenda**

- **Title:** First reading for On-Sale, Off-Sale Liquor License. Applicant is Ryan Albright, Lucky's Casino, 400 USA Pkwy, McCarran, NV 89437.
- **Recommended motion:** I (Commissioner) motion to approve the first reading for On-Sale, Off-Sale Liquor License for applicant Ryan Albright, Lucky's Casino, 400 USA Pkwy, McCarran, NV 89437.
- **Prepared by:** Brandy Gavenda

**Department:**

**Contact Number:** 775-847-0959

- **Staff Summary:** First reading for On-Sale, Off-Sale Liquor License. Applicant is Ryan Albright, Lucky's Casino, 400 USA Pkwy, McCarran, NV 89437.
- **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 Liquor Licensing Board Agenda Action Report

Meeting date: 8/1/2023 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 1 min

Agenda Item Type: Consent Agenda

- **Title:** First reading for Off-Sale Liquor License. Applicant is David Clothier, Pilot Travel Centers, DBA One 9 Fuel Stop, 400 USA Pkwy, McCarren, NV 89437.
- **Recommended motion:** I (Commissioner) motion to approve the Off-Sale Liquor License for applicant David Clothier, Pilot Travel Centers, DBA One 9 Fuel Stop, 400 USA Pkwy, McCarren, NV 89437.
- **Prepared by:** Brandy Gavenda

**Department:**

**Contact Number:** 775-847-0959

- **Staff Summary:** First reading for Off-Sale Liquor License. Applicant is David Clothier, Pilot Travel Centers, DBA One 9 Fuel Stop, 400 USA Pkwy, McCarren, NV 89437.
- **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 Highway Commissioners Agenda Action Report

Meeting date: 8/1/2023 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 10 min

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: 8/1/2023 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 10 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of task order from DOWL Engineering is for the design to mitigate the storm water drainage issues on O Street in the amount of \$36,000.00.
- **Recommended motion:** I (Commissioner) make a motion to approve the Public Works Director to sign the task order from DOWL Engineering for the design to mitigate the storm water drainage issues on O Street in the amount of \$36,000.00.
- **Prepared by:** Jason Wierzbicki

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

- **Staff Summary:** This task order from DOWL Engineering is for the design to mitigate the storm water issues on O Street in the amount of \$36,000.00. This project is not budgeted for but was given the approval of the Comptroller to proceed.
- **Supporting Materials:** See attached
- **Fiscal Impact:** \$36,000
- **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



020-020-64710-000  
\$150,000

210	Client:	Storey County	Date:	7/11/2023
	Project:	O Street Drainage		



### Procedure 210 – Go/No-Go and Pursuit Development Form

<input checked="" type="checkbox"/> Letter/Fee Proposal <u>or</u> DOWL is a sub	<input type="checkbox"/> QBS – RFP has not yet been released, DOWL will prime	<input type="checkbox"/> QBS – RFP has been released, DOWL will prime, no approved storyboard
<ul style="list-style-type: none"><li>✓ Complete <b>SECTION A</b> and the Project Number Request/Change Form (for letter/fee proposals Project Number Request/Change Form is suggested, but not mandatory)</li><li>✓ Send to marketer to review/route for approvals and open project number</li></ul>	<ul style="list-style-type: none"><li>✓ Complete <b>SECTION A</b> and Project Number Request/Change Form</li><li>✓ Send to marketer to review/route for approvals and open project number</li><li>✓ Work with marketer to complete <b>SECTION C</b> and obtain approval before the RFP is out</li></ul>	<ul style="list-style-type: none"><li>✓ Complete <b>SECTION A</b></li><li>✓ Send to marketer to schedule Go/No-Go meeting</li><li>✓ In meeting, complete <b>SECTION B</b> and required portions of <b>SECTION C</b></li><li>✓ Complete Project Number Request/Change Form</li><li>✓ Marketer will route for approvals and open project number</li><li>✓ <b>SECTION C</b> approval NOT required</li></ul>

Note: This procedure applies to all projects including task orders.

210	Client:	Storey County	Date:	7/11/2023
	Project:	O Street Drainage		



## SECTION A. Opportunity Initiation and Risk Evaluation

### 1. SALES PIPELINE INFORMATION

Est. RFP Date:	Est. NTP Date: 8/1/2023	Project Duration (in days): 45
Responsibility: Prime	Proposal Type: Fee/Letter/Sole Source	
Revenue/Est. Fee: \$ 36,000	DOWL's % of Fee: 100	Probability (% Confidence): 80

### 2. TERM CONTRACTS

Term contract with unknown schedule/budget?	YES	NO
	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If **YES**, skip 3-4; **proceed to 5. PROJECT SELECTION**

### 3. MARKETING COST EVALUATION

Is the estimated cost of proposal development and contract negotiations less than or equal to 5% of estimated project revenue? Fill in fields to complete calculations.	YES	NO
<p>Est. staff hours: Proposal hrs <u>12</u> + Negotiation hrs <u>1</u> x \$100 = \$ <u>1,300</u> est. proposal cost</p> <p>Est. revenue to DOWL: \$ <u>36,000</u> x .05 = \$ <u>1,800</u> 5% of revenue</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If any answer to 3. **MARKETING COST EVALUATION** is **NO**, add project desc. and justification for pursuing here:

### 4. TASK ORDERS

	YES	NO	N/A
A. Project is a task order (If <b>NO</b> , 1-3 are N/A)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
(1) No proposal will be necessary from DOWL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) Will the client expect us to perform services on low-risk projects only? <i>High-risk projects include residential, condo, church, phase I or II ESA, contaminated site, or legal/expert witness services.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) Current term contract is in place	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If **all** answers to 4. **TASK ORDERS** are **YES**, skip 5-8 and **proceed to SECTION B.**

### 5. PROJECT SELECTION

	YES	NO	
A. Is contract a standard DOWL or EJCDC contract with no changes? Or, if it is a client-generated contract or changes to a standard DOWL or EJCDC contract, has this exact contract been reviewed and approved by Risk?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Unknown
B. If no/unknown, does RFP language allow for changes to contract during negotiations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> N/A
C. Will the client expect us to perform services on low-risk projects only? <i>High-risk projects: residential, condo, church, phase I or II ESA, contaminated site, legal/expert witness services, and non-standard delivery methods (P3, design-build, CMGC).</i>	<input type="checkbox"/>	<input type="checkbox"/>	
D. Will a standard project delivery method be used for this project? (Non-standard methods are Joint Venture, Design-Build, P3, CM/GC)	<input type="checkbox"/>	<input type="checkbox"/>	

Complete 6. **GREEN CLIENTS**. If **any** answer to 5. **PROJECT SELECTION** is **NO / UNKNOWN**, also complete 8. **JUSTIFICATION**

210	Client:	Storey County	Date:	7/11/2023
	Project:	O Street Drainage		



6. GREEN CLIENTS	YES	NO
1) Client is on the Green Client List available on The Point. <b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>
2) Project is a task under a term contract for which Section A was already completed.	<input type="checkbox"/>	<input type="checkbox"/>
If <b>YES</b> proceed to <b>SECTION B</b> and then complete Project Number Request/Change Form if Go		
If <b>NO</b> complete 7. <b>CLIENT COMPATIBILITY, RISK, AND HISTORY</b> , then proceed to <b>SECTION B</b>		

7. CLIENT COMPATIBILITY, RISK, & HISTORY	YES	NO
A. Has DOWL worked with this client before?	<input type="checkbox"/>	<input type="checkbox"/>
B. Is there a high probability for repeat work and a long-term relationship?	<input type="checkbox"/>	<input type="checkbox"/>
C. Is the client's reputation positive and do DOWL leaders (local and SPA) support working with them?	<input type="checkbox"/>	<input type="checkbox"/>
D. Is the relationship free of conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
E. Will the client expect us to perform services on low-risk projects only? <i>High-risk projects include residential, condo, church, phase I or II ESA, contaminated site, or legal/expert witness services.</i>	<input type="checkbox"/>	<input type="checkbox"/>
F. Does a simple internet search (Google the client's name) find no history of litigation or other unsavory business practices?	<input type="checkbox"/>	<input type="checkbox"/>

If any answer to 7. **CLIENT COMPATIBILITY, RISK, AND HISTORY** is **NO**, complete 8. **JUSTIFICATION**

8. JUSTIFICATION (required if any answer to 5. or 7. is <b>NO</b> ; be prepared to provide additional information to Risk)
<p><b>Address the following questions:</b></p> <p>1. What are the risks associated with this client or project?</p> <p>2. What will you do to mitigate these risks?</p> <p>3. How do the benefits outweigh the risks?</p>

## Approvals

- Email approval is acceptable.
- Email must be filed in project folder (95QC folder for .00 projects and 10PM for production projects).

**PM Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**MSL Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

*Required for 'No' answers on Section A, part 3 or 7*

**Risk Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

*Required for '**No**' answers on Section A, part 5, 7, or if revenue is estimated less than \$5,000*

210	Client:	Storey County	Date:	7/11/2023
	Project:	O Street Drainage		



## SECTION B. Go/No-Go

- ☐ **SECTION C.** Storyboard Worksheet is in development and RFP has NOT been released. Skip **SECTION B** and complete Project Number Request/Change Form.
- ☐ Letter/fee proposal or DOWL is a sub. Skip **SECTION B** and complete Project Number Request/Change Form.

\* **SECTION B** is only required for QBS proposals where DOWL is prime and **SECTION C** was **NOT** approved prior to RFP release. To be completed in Go/No-Go meeting with marketer.

1. WIN POTENTIAL	YES	NO
A. Did we know the RFP was coming and discuss the project with the client <b>OR</b> project is a task order?	<input type="checkbox"/>	<input type="checkbox"/>
B. Do we have a positive relationship with the client?	<input type="checkbox"/>	<input type="checkbox"/>
C. Do we have a good chance at winning (greater than 50%)?	<input type="checkbox"/>	<input type="checkbox"/>
D. Do you want to go for this project?	<input type="checkbox"/>	<input type="checkbox"/>
E. Can we differentiate ourselves from our competitors? <b>List on Storyboard.</b>	<input type="checkbox"/>	<input type="checkbox"/>
F. Do we have a competitive project champion and PM who is/are excited about the project? <b>List on Storyboard.</b>	<input type="checkbox"/>	<input type="checkbox"/>
G. Have we identified a team (including vetted subconsultants from Procedure 215) that meets the minimum RFP/RFQ requirements and three recent, relevant past projects to feature that meet the RFP/RFQ requirements? <b>List on Storyboard.</b>	<input type="checkbox"/>	<input type="checkbox"/>
H. Is the project work a current core competency or existing sector?	<input type="checkbox"/>	<input type="checkbox"/>
I. Is there adequate time to prepare proposal? (More than 85% of time to submit remains.)	<input type="checkbox"/>	<input type="checkbox"/>
<b>Win Potential</b> - Total the number of Yes answers. 9 = Go. 0-8 = No-Go unless approved by SPAL and senior marketer.	YES score: _ / 9	
<b>If GO, proceed to Project Number Request/Change Form;            Marketing will route forms for approval</b>		

## Approvals

- Email approval is acceptable.
- Email must be filed in project 95QC folder.

PM Signature \_\_\_\_\_ Date \_\_\_\_\_

MSL Signature \_\_\_\_\_ Date \_\_\_\_\_

*Required for Section B if score is less than 9*

CMO/BD Director/BD Manager/  
Marketing Manager \_\_\_\_\_ Date \_\_\_\_\_

*Required for Section B if score is less than 9*

<b>210</b>	Client:	Storey County	Date:	7/11/2023
	Project:	O Street Drainage		



**SECTION C. Storyboard Worksheet** [A Word version is available if more space/customization is needed](#)

**Pursuit Team**

PM/Champion: \_\_\_\_\_ Red Team: \_\_\_\_\_ Marketer: \_\_\_\_\_

**Action Items/Notes**

Person Responsible	Due	Action / Task

Basic project summary – What it is, where it is, general understanding:

**Competitive Analysis**

Competitor	Differentiating strengths	Weaknesses	Chance of Winning (%)

Obstacle – The main thing the Pursuit Team must overcome to win:

Win theme – Shape our approach and overcome the main obstacle:

Key differentiators (3):

- 1.
- 2.
- 3.

Graphics/photography needs:

**Key contacts/potential selection committee members and their concerns:**

Name/Title	Contacted?	Influence (high, medium, low)	Concerns/Issues
	--	--	
	--	--	
	--	--	



<b>210</b>	Client:	Storey County	Date:	7/11/2023
	Project:	O Street Drainage		



Project Driver/Issue (Problem Statement) – Solution (Approach) – Benefit (to the Client) – Proof			
ISSUE	SOLUTION	BENEFIT	PROOF
<i>Problem/worry driving the committee's consultant selection.</i>	<i>How will we solve and/or replace worry with confidence?</i>	<i>Why should the client care? The most important outcome of our solution is ____.</i>	<i>Sample project with similar issue, similar approach, can be used as a reference.</i>
•	•	•	•
•	•	•	•

Similar Projects						
Project Name	Key Similarities	Consultant Team Pm (+ Other Staff If Appropriate)	Client Reference	Year Completed	Completed on Time/ Budget?	Const. Cost

Similar Proposals	
Project / Proposal Name	Main Similarities

Proposed Project Team						
Interview Anticipated? <input type="checkbox"/> Yes <input type="checkbox"/> No			If so, please plan key team members accordingly			
Role	Lead Name	Firm (if not DOWL)	Key Staff? (Y or N)	Needed Exclusive? (Y or N)	Capacity for Project? (Y or N)	Notes (resume projects, info from teaming partners, etc.)
			--	--	--	
			--	--	--	
			--	--	--	
			--	--	--	

## Approvals

- Email approval is acceptable.
- Email must be filed in project 95QC folder.

**CMO/BD Director/BD Manager/  
Marketing Manager** \_\_\_\_\_

Date \_\_\_\_\_

*Required for a Storyboard to be considered 'Developed' prior to RFP release and to skip Section B. Go/No-Go*



## Storey County Board of Highway Commissioners Agenda Action Report

Meeting date: 8/1/2023 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 10 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of task order from DOWL Engineering is for the design to help mitigate the storm water drainage issues in Mark Twain along Prospector, Martin, and Sutro Springs in the amount of \$160,000.00.
- **Recommended motion:** I (Commissioner) make a motion to approve the Public Works Director to sign the task order from DOWL Engineering is for the design to help mitigate the storm water drainage issues in Mark Twain along Prospector, Martin, and Sutro Springs in the amount of \$160,000.00.
- **Prepared by:** Jason Wierzbicki

**Department:**

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

- **Staff Summary:** This task order from DOWL Engineering is for the design to help mitigate the storm water drainage issues in Mark Twain along Prospector, Martin, and Sutro Springs in the amount of \$160,000.00. This project is not budgeted for but was given the approval of the Comptroller to proceed.
- **Supporting Materials:** See attached
- **Fiscal Impact:** \$160,000.00
- **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

020-020-64730  
 B culverts \$350,000  
 B maint \$150,000  
 500,000



210	Client:	Storey County	Date:	7/12/2023
	Project:	Mark Twain Drainage		

## Procedure 210 – Go/No-Go and Pursuit Development Form

<input checked="" type="checkbox"/> Letter/Fee Proposal <u>or</u> DOWL is a sub	<input type="checkbox"/> QBS – RFP has not yet been released, DOWL will prime	<input type="checkbox"/> QBS – RFP has been released, DOWL will prime, no approved storyboard
<ul style="list-style-type: none"> <li>Complete <b>SECTION A</b> and the Project Number Request/Change Form (for letter/fee proposals Project Number Request/Change Form is suggested, but not mandatory)</li> <li>Send to marketer to review/route for approvals and open project number</li> </ul>	<ul style="list-style-type: none"> <li>Complete <b>SECTION A</b> and Project Number Request/Change Form</li> <li>Send to marketer to review/route for approvals and open project number</li> <li>Work with marketer to complete <b>SECTION C</b> and obtain approval before the RFP is out</li> </ul>	<ul style="list-style-type: none"> <li>Complete <b>SECTION A</b></li> <li>Send to marketer to schedule Go/No-Go meeting</li> <li>In meeting, complete <b>SECTION B</b> and required portions of <b>SECTION C</b></li> <li>Complete Project Number Request/Change Form</li> <li>Marketer will route for approvals and open project number</li> <li><b>SECTION C</b> approval NOT required</li> </ul>

Note: This procedure applies to all projects including task orders.



210	Client:	Storey County	Date:	7/12/2023
	Project:	Mark Twain Drainage		



## SECTION A. Opportunity Initiation and Risk Evaluation

### 1. SALES PIPELINE INFORMATION

Est. RFP Date:	Est. NTP Date: 8/31/2023	Project Duration (in days): 90
Responsibility: Prime	Proposal Type: Fee/Letter/Sole Source	
Revenue/Est. Fee: \$ 160,000	DOWL's % of Fee: 100	Probability (% Confidence): 80

### 2. TERM CONTRACTS

	YES	NO
Term contract with unknown schedule/budget?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If **YES**, skip 3-4; proceed to 5. PROJECT SELECTION

### 3. MARKETING COST EVALUATION

	YES	NO
Is the estimated cost of proposal development and contract negotiations less than or equal to 5% of estimated project revenue? Fill in fields to complete calculations.		
Est. staff hours: Proposal hrs <u>20</u> + Negotiation hrs <u>2</u> x \$100 = \$ <u>2,200</u> est. proposal cost	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Est. revenue to DOWL: \$ <u>160,000</u> x .05 = \$ <u>8,000</u> 5% of revenue		

If any answer to 3. MARKETING COST EVALUATION is **NO**, add project desc. and justification for pursuing here:

### 4. TASK ORDERS

	YES	NO	N/A
A. Project is a task order (If <b>NO</b> , 1-3 are N/A)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(1) No proposal will be necessary from DOWL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) Will the client expect us to perform services on low-risk projects only? <i>High-risk projects include residential, condo, church, phase I or II ESA, contaminated site, or legal/expert witness services.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) Current term contract is in place	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If **all** answers to 4. TASK ORDERS are **YES**, skip 5-8 and proceed to **SECTION B**.

### 5. PROJECT SELECTION

	YES	NO	
A. Is contract a standard DOWL or EJCDC contract with no changes? Or, if it is a client-generated contract or changes to a standard DOWL or EJCDC contract, has this exact contract been reviewed and approved by Risk?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Unknown
B. If no/unknown, does RFP language allow for changes to contract during negotiations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> N/A
C. Will the client expect us to perform services on low-risk projects only? <i>High-risk projects: residential, condo, church, phase I or II ESA, contaminated site, legal/expert witness services, and non-standard delivery methods (P3, design-build, CMGC).</i>	<input type="checkbox"/>	<input type="checkbox"/>	
D. Will a standard project delivery method be used for this project? (Non-standard methods are Joint Venture, Design-Build, P3, CM/GC)	<input type="checkbox"/>	<input type="checkbox"/>	

Complete 6. GREEN CLIENTS. If **any** answer to 5. PROJECT SELECTION is **NO / UNKNOWN**, also complete 8. JUSTIFICATION

<b>210</b>	Client:	Storey County	Date:	7/12/2023
	Project:	Mark Twain Drainage		



6. GREEN CLIENTS	YES	NO
1) Client is on the Green Client List available on The Point. <b>OR</b> 2) Project is a task under a term contract for which Section A was already completed.	<input type="checkbox"/>	<input type="checkbox"/>
If <b>YES</b> proceed to <b>SECTION B</b> and then complete Project Number Request/Change Form if Go		
If <b>NO</b> complete 7. <b>CLIENT COMPATIBILITY, RISK, AND HISTORY</b> , then proceed to <b>SECTION B</b>		

7. CLIENT COMPATIBILITY, RISK, & HISTORY	YES	NO
A. Has DOWL worked with this client before?	<input type="checkbox"/>	<input type="checkbox"/>
B. Is there a high probability for repeat work and a long-term relationship?	<input type="checkbox"/>	<input type="checkbox"/>
C. Is the client's reputation positive and do DOWL leaders (local and SPA) support working with them?	<input type="checkbox"/>	<input type="checkbox"/>
D. Is the relationship free of conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
E. Will the client expect us to perform services on low-risk projects only? <i>High-risk projects include residential, condo, church, phase I or II ESA, contaminated site, or legal/expert witness services.</i>	<input type="checkbox"/>	<input type="checkbox"/>
F. Does a simple internet search (Google the client's name) find no history of litigation or other unsavory business practices?	<input type="checkbox"/>	<input type="checkbox"/>

If <u>any</u> answer to 7. <b>CLIENT COMPATIBILITY, RISK, AND HISTORY</b> is <b>NO</b> , complete 8. <b>JUSTIFICATION</b>
<b>8. JUSTIFICATION</b> (required if any answer to 5. or 7. is <b>NO</b> ; be prepared to provide additional information to Risk)

**Address the following questions:**

1. What are the risks associated with this client or project?

2. What will you do to mitigate these risks?

3. How do the benefits outweigh the risks?

## Approvals

- Email approval is acceptable.
- Email must be filed in project folder (95QC folder for .00 projects and 10PM for production projects).

**PM Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**MSL Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

*Required for 'No' answers on Section A, part 3 or 7*

**Risk Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

*Required for 'No' answers on Section A, part 5, 7, or if revenue is estimated less than \$5,000*

210	Client:	Storey County	Date:	7/12/2023
	Project:	Mark Twain Drainage		



## SECTION B. Go/No-Go

- ☐ **SECTION C.** Storyboard Worksheet is in development and RFP has NOT been released. Skip **SECTION B** and complete Project Number Request/Change Form.
- ☐ Letter/fee proposal or DOWL is a sub. Skip **SECTION B** and complete Project Number Request/Change Form.

\* **SECTION B** is only required for QBS proposals where DOWL is prime and **SECTION C** was **NOT** approved prior to RFP release. To be completed in Go/No-Go meeting with marketer.

1. WIN POTENTIAL	YES	NO
A. Did we know the RFP was coming and discuss the project with the client <b>OR</b> project is a task order?	<input type="checkbox"/>	<input type="checkbox"/>
B. Do we have a positive relationship with the client?	<input type="checkbox"/>	<input type="checkbox"/>
C. Do we have a good chance at winning (greater than 50%)?	<input type="checkbox"/>	<input type="checkbox"/>
D. Do you want to go for this project?	<input type="checkbox"/>	<input type="checkbox"/>
E. Can we differentiate ourselves from our competitors? <b>List on Storyboard.</b>	<input type="checkbox"/>	<input type="checkbox"/>
F. Do we have a competitive project champion and PM who is/are excited about the project? <b>List on Storyboard.</b>	<input type="checkbox"/>	<input type="checkbox"/>
G. Have we identified a team (including vetted subconsultants from Procedure 215) that meets the minimum RFP/RFQ requirements and three recent, relevant past projects to feature that meet the RFP/RFQ requirements? <b>List on Storyboard.</b>	<input type="checkbox"/>	<input type="checkbox"/>
H. Is the project work a current core competency or existing sector?	<input type="checkbox"/>	<input type="checkbox"/>
I. Is there adequate time to prepare proposal? (More than 85% of time to submit remains.)	<input type="checkbox"/>	<input type="checkbox"/>
<b>Win Potential</b> - Total the number of Yes answers. 9 = Go. 0-8 = No-Go unless approved by SPAL and senior marketer.	YES score: _ / 9	
<b>If GO, proceed to Project Number Request/Change Form;            Marketing will route forms for approval</b>		

## Approvals

- Email approval is acceptable.
- Email must be filed in project 95QC folder.

PM Signature \_\_\_\_\_ Date \_\_\_\_\_

MSL Signature \_\_\_\_\_ Date \_\_\_\_\_

*Required for Section B if score is less than 9*

CMO/BD Director/BD Manager/  
Marketing Manager \_\_\_\_\_ Date \_\_\_\_\_

*Required for Section B if score is less than 9*

<b>210</b>	Client:	Storey County	Date:	7/12/2023
	Project:	Mark Twain Drainage		



### SECTION C. Storyboard Worksheet

[A Word version is available if more space/customization is needed](#)

#### Pursuit Team

PM/Champion: \_\_\_\_\_ Red Team: \_\_\_\_\_ Marketer: \_\_\_\_\_

#### Action Items/Notes

Person Responsible	Due	Action / Task

Basic project summary – What it is, where it is, general understanding:

#### Competitive Analysis

Competitor	Differentiating strengths	Weaknesses	Chance of Winning (%)

Obstacle – The main thing the Pursuit Team must overcome to win:

Win theme – Shape our approach and overcome the main obstacle:

Key differentiators (3):

- 1.
- 2.
- 3.

Graphics/photography needs:

#### Key contacts/potential selection committee members and their concerns:

Name/Title	Contacted?	Influence (high, medium, low)	Concerns/Issues
	--	--	
	--	--	
	--	--	



<b>210</b>	Client:	Storey County	Date:	7/12/2023
	Project:	Mark Twain Drainage		



Project Driver/Issue (Problem Statement) – Solution (Approach) – Benefit (to the Client) – Proof			
ISSUE	SOLUTION	BENEFIT	PROOF
<i>Problem/worry driving the committee's consultant selection.</i>	<i>How will we solve and/or replace worry with confidence?</i>	<i>Why should the client care? The most important outcome of our solution is ____.</i>	<i>Sample project with similar issue, similar approach, can be used as a reference.</i>
•	•	•	•
•	•	•	•

Similar Projects						
Project Name	Key Similarities	Consultant Team Pm (+ Other Staff If Appropriate)	Client Reference	Year Completed	Completed on Time/ Budget?	Const. Cost

Similar Proposals	
Project / Proposal Name	Main Similarities

Proposed Project Team						
Interview Anticipated? <input type="checkbox"/> Yes <input type="checkbox"/> No			If so, please plan key team members accordingly			
Role	Lead Name	Firm (if not DOWL)	Key Staff? (Y or N)	Needed Exclusive? (Y or N)	Capacity for Project? (Y or N)	Notes (resume projects, info from teaming partners, etc.)
			--	--	--	
			--	--	--	
			--	--	--	
			--	--	--	

### Approvals

- Email approval is acceptable.
- Email must be filed in project 95QC folder.

**CMO/BD Director/BD Manager/ Marketing Manager** \_\_\_\_\_ **Date** \_\_\_\_\_  
*Required for a Storyboard to be considered 'Developed' prior to RFP release and to skip Section B. Go/No-Go*



## Storey County Board of Highway Commissioners Agenda Action Report

Meeting date: 8/1/2023 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 10 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of task order #54 from DOWL Engineering for the evaluation of the Six Mile Canyon Truck Turn Around in the amount of \$17,185.00.
- **Recommended motion:** I (Commissioner) make a motion to approve the Public Works Director to sign the task order #54 from DOWL Engineering for the evaluation of the Six Mile Canyon Truck Turn Around in the amount of \$17,185.00.
- **Prepared by:** Jason Wierzbicki

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

- **Staff Summary:** This task order from DOWL Engineering for the evaluation of the Six Mile Canyon Truck Turn Around in the amount of \$17,185.00. This project is not in budgeted for but was given the approval of the Comptroller to proceed.
- **Supporting Materials:** See attached
- **Fiscal Impact:** \$17,185.00
- **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



620-026-64760-000  
Budget \$220,000

DOWL Project No.: 7363.30185.00

### TASK ORDER

Task Order No.: 54

Issued under the authority of Professional Services Master Task Order Agreement dated: March 15, 2023

Task Order Title: Six Mile Canyon Road Truck Turnaround

Effective Date: August 15, 2023

This Task Order is issued under the provisions of the above Professional Services Master Task Order Agreement dated March 15, 2023 between **Storey County** (CLIENT) and **DOWL** (DOWL).

The following representatives have been designated for the work performed under this Task Order:

CLIENT: Jason Wierzbicki

DOWL: Keith Karpstein

**SCOPE OF WORK:** (attach additional sheet(s) as required)

**Refer to Exhibit A – DOWL’s Services for Task Order**

### **COMPENSATION:**

**See Exhibit B- DOWL’s compensation for Task Order**

DOWL shall be reimbursed on a ***Time & Materials*** basis. DOWL shall invoice no more often than monthly for services provided in the prior month.

The provisions of the 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**

**DOWL**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Fed. ID. No. 92-0166301





## **Exhibit A – DOWL’s Services for Task Order**

**Task Order No.:** 54

**Task Order Title:** Six Mile Canyon Road Truck Turnaround

**Issued under the authority of Professional Services Master Task Order Agreement**

**Number:** 7363.30004

**Project Description:** Evaluate truck turnaround areas along Six Mile Canyon Road in the Mark Twain area and provide recommendations.

### **PART 1 - SERVICES**

#### **Task 1 – Project Management**

##### ***Objective***

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

##### ***Approach***

The following applies:

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

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

##### ***Deliverables***

The following will be delivered under this task:

- Monthly invoices and status reports.

##### ***Assumptions***

The following assumptions apply:

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

#### **Task 2 – Truck Turnaround Evaluation**

##### ***Objective***

To determine suitable location for truck turnaround on Six Mile Canyon Road.

##### ***Approach***

This task will include the following activities:



- Meeting with Storey County to discuss preliminary alternatives developed by the County.
- Complete a due diligence review of each alternative, prepare a concept design, and develop a list of pros and cons for each.
- Meet with Storey County to discuss findings of due diligence review and determine a preferred alternative.
- Prepare a technical memorandum summarizing the results of the evaluation including preliminary alternatives and the selected alternative.

### ***Deliverables***

The following deliverables will be submitted under this task:

- Technical memorandum (pdf)

### ***Assumptions***

The following assumptions apply:

- No final design will be provided. Final design will be completed under a separate task order.

### **Task 3 - County Directed Services**

For tasks to cover the cost of Project work items that are currently unforeseen by the County, a task budget of \$2,000 is incorporated into this Contract. Labor efforts will not be charged to this task unless written authorization is obtained from the County.

## **PART 2 - SCHEDULE**

DOWL will complete the work per the following schedule:

- Notice to proceed - August 2023
- Technical memorandum – October 2023



## **Exhibit B – DOWL’s Compensation for Task Order**

**Task Order No.:** 54

**Task Order Title:** Six Mile Canyon Road Truck Turnaround

**Issued under the authority of Professional Services Master Task Order Agreement**

**Number:** 7363.30004

A. Owner shall pay Engineer for Basic Services set forth in this Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Time and Materials, Not to Exceed Amount of \$17,185 based on the following estimated distribution of compensation:

<b>Task</b>	<b>Description</b>	<b>Fee</b>
1	Project Management	\$3,345
2	Truck Turnaround Evaluation	\$11,840
3	Owner Directed Services	\$2,000
	<b>Total</b>	<b>\$17,185</b>

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services rendered but shall not exceed the total amount unless approved in writing by the Client.
3. The Amount includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate rates have been incorporated in the Amount to account for labor, overhead, profit, and Reimbursable Expenses.



## Storey County Board of Highway Commissioners Agenda Action Report

Meeting date: 8/1/2023 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 10 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of Task Order #57 with DOWL Engineering to update the County Wide Road CIP in the amount of \$39,660.00.
- **Recommended motion:** I (Commissioner) make a motion to approve the Public Works Director to sign the Task Order #57 with DOWL Engineering to update the County Wide Road CIP in the amount of \$39,660.00.
- **Prepared by:** Jason Wierzbicki

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

- **Staff Summary:** Task Order #57 with DOWL Engineering to update the County Wide Road CIP in the amount of \$39,660.00. This project is not budgeted for but was given the approval of the Comptroller to proceed.
- **Supporting Materials:** See attached
- **Fiscal Impact:** \$39,660.00
- **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



DOWL Project No.: 7363.30199.00

**TASK ORDER**Task Order No.: 57Issued under the authority of Professional Services Master Task Order Agreement dated: March 15, 2023Task Order Title: Road Rehab CIP UpdateEffective Date: August 15, 2023

This Task Order is issued under the provisions of the above Professional Services Master Task Order Agreement dated March 15, 2023 between **Storey County** (CLIENT) and **DOWL** (DOWL).

The following representatives have been designated for the work performed under this Task Order:

CLIENT: Jason WierzbickiDOWL: Keith Karpstein**SCOPE OF WORK:** (attach additional sheet(s) as required)**Refer to Exhibit A – DOWL’s Services for Task Order****COMPENSATION:****See Exhibit B- DOWL’s compensation for Task Order**

DOWL shall be reimbursed on a ***Time & Materials*** basis. DOWL shall invoice no more often than monthly for services provided in the prior month.

The provisions of the 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 CountyDOWL

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Fed. ID. No. 92-0166301



## **Exhibit A – DOWL’s Services for Task Order**

**Task Order No.:** 57

**Task Order Title:** Road Rehab CIP Update

**Issued under the authority of Professional Services Master Task Order Agreement**

**Number:** 7363.30004

**Project Description:** Update the 10-yr road rehabilitation CIP.

### **PART 1 - SERVICES**

#### **Task 1 – Project Management**

##### ***Objective***

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

##### ***Approach***

The following applies:

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

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

##### ***Deliverables***

The following will be delivered under this task:

- Monthly invoices and status reports.

##### ***Assumptions***

The following assumptions apply:

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

#### **Task 2 – Road CIP**

##### ***Objective***

To develop a 10-year plan for road maintenance for all roads maintained by Storey County.

##### ***Approach***

This task will include the following activities:



- Pavement conditions and treatment recommendations will be provided by Applied Pavement Technology (APT) through Local Technical Assistance Program (LTAP) at no cost to the County. The pavement condition will be rated on a scale of 1-10 using the PASER method.
- Coordinate with APT to develop a pavement condition and treatment type for each roadway. This will also include one day of roadway inspection with APT.
- Review data supplied by APT and compile into a spreadsheet.
- Coordinate with Storey County for funding availability over the 10-year CIP period and to receive input on roadway priorities.
- Develop a 10-year draft CIP spreadsheet that summarizes each year with the road name, location, condition, treatment type, approximate cost, and last year of treatment. The total cost for each year will be shown. Approximations for cost escalation, contingency, design and construction management will be included.
- Meet with Storey County to discuss the draft CIP and make final edits based on meeting discussions.
- Develop roadway exhibits for each year of the CIP that show the roads to be treated and treatment type.
- The final CIP will be included in a technical memorandum that will describe the approach that was taken to develop the CIP, including pavement condition, treatment evaluation, and cost data. A general overview of maintenance strategies over a roadway's 20-year design life will be discussed. These strategies will be reflected in the final CIP.

### ***Deliverables***

The following deliverables will be submitted under this task:

- Draft CIP (pdf and excel format)
- Final CIP (pdf and excel format)
- Roadway Exhibits (pdf)
- Technical memorandum (pdf)

### ***Assumptions***

The following assumptions apply:

- Pavement condition and treatment recommendations will be provided by Applied Pavement Technology.

### **Task 3 - County Directed Services**

For tasks to cover the cost of Project work items that are currently unforeseen by the County, a task budget of \$4,000 is incorporated into this Contract. Labor efforts will not be charged to this task unless written authorization is obtained from the County.





## **PART 2 - SCHEDULE**

DOWL will complete the work per the following schedule:

- Pavement Condition and Treatment Type (By others) - September 2023
- Draft CIP - October 2023
- Final CIP - December 2023



## **Exhibit B – DOWL’s Compensation for Task Order**

**Task Order No.:** 57

**Task Order Title:** Road Rehab CIP Update

**Issued under the authority of Professional Services Master Task Order Agreement**

**Number:** 7363.30004

**A.** Owner shall pay Engineer for Basic Services set forth in this Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Time and Materials, Not to Exceed Amount of \$39,660 based on the following estimated distribution of compensation:

<b>Task</b>	<b>Description</b>	<b>Fee</b>
<b>1</b>	Project Management	\$5,910
<b>2</b>	Road CIP	\$29,750
<b>3</b>	Owner Directed Services	\$4,000
	<b>Total</b>	<b>\$39,660</b>

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services rendered but shall not exceed the total amount unless approved in writing by the Client.
3. The Amount includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate rates have been incorporated in the Amount to account for labor, overhead, profit, and Reimbursable Expenses.



## Storey County Board of Highway Commissioners Agenda Action Report

Meeting date: 8/1/2023 10:00 AM -  
BOCC Meeting

Estimate of Time Required: 10 min

Agenda Item Type: Discussion/Possible Action

- **Title:** Consideration and possible approval of Task Order #53 with DOWL Engineering for the Lousetown Road Reconstruction Design in the amount of \$516.225.00.
- **Recommended motion:** I (Commissioner) make a motion to approve the Public Works Director to sign Task Order #53 with DOWL Engineering for the Lousetown Road Reconstruction Design in the amount of \$516.225.00.
- **Prepared by:** Jason Wierzbicki

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

- **Staff Summary:** Task Order #53 with DOWL Engineering for the Lousetown Road Reconstruction Design in the amount of \$516.225.00. This design will be for a 20 year road. This project was not budgeted for but was given approval of the Comptroller to proceed.
- **Supporting Materials:** See attached
- **Fiscal Impact:** \$516,225.00
- **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



DOWL Project No.: 7363.30184.00

**TASK ORDER**Task Order No.: 53Issued under the authority of Professional Services Master Task Order Agreement dated: March 15, 2023Task Order Title: Lousetown Road ReconstructionEffective Date: August 15, 2023

This Task Order is issued under the provisions of the above Professional Services Master Task Order Agreement dated March 15, 2023 between Storey County (CLIENT) and DOWL (DOWL).

The following representatives have been designated for the work performed under this Task Order:

CLIENT: Jason WierzbickiDOWL: Keith Karpstein**SCOPE OF WORK:** (attach additional sheet(s) as required)**Refer to Exhibit A – DOWL's Services for Task Order****COMPENSATION:****See Exhibit B- DOWL's compensation for Task Order**

DOWL shall be reimbursed on a **Time & Materials** basis. DOWL shall invoice no more often than monthly for services provided in the prior month.

The provisions of the 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 CountyDOWL

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Fed. ID. No. 92-0166301



## **Exhibit A – DOWL’s Services for Task Order**

**Task Order No.:** 53

**Task Order Title:** Lousetown Road Reconstruction

**Issued under the authority of Professional Services Master Task Order Agreement  
Number:** 7363.30004

**Project Description:** Road reconstruction of Lousetown Road in the Virginia City Highlands. The limits of reconstruction are from Cartwright Road to SR341. The total length of project is approximately 4.7 miles. Due to the poor condition of the roadway and understanding that the pavement lies on expansive clays, reconstruction is assumed to include removal of the existing pavement and select underlying subgrades soils and placement of new base and pavement.

**Commented [KK1]:** Any widening? Culvert replacements?

### **PART 1 - SERVICES**

#### **Task 1 – Project Management**

##### ***Objective***

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

##### ***Approach***

The following applies:

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

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

##### ***Deliverables***

The following will be delivered under this task:

- Monthly invoices and status reports.

##### ***Assumptions***

The following assumptions apply:

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

#### **Task 2 – Geotechnical Investigation and Pavement Design**

##### ***Objective***

To identify subsurface conditions and projected traffic patterns in the proposed road alignment area and to develop recommendations for pavement structural section.



### **Approach**

This task will include the following activities:

- Prepare encroachment permit applications and traffic control plans for field exploration and coordinate with Storey County.
- Mark exploration locations for Underground Service Alert (USA North 811), and notify USA North 811.
- Perform up to twelve (12) exploratory borings generally located at 2000-foot intervals along both directions of travel to depths of 5 feet below ground surface. Pavement cores will be collected at each boring location.
- Laboratory test program to include the following:
  - Testing for index properties such as R-value, moisture content, grain size distribution and plasticity;
- Prepare Geotechnical Report incorporating findings of literature review, field exploration, laboratory testing, and include recommendations for site preparation, subgrade preparation and pavement design.

### **Deliverables**

The following deliverables will be submitted under this task:

- Geotechnical Report

### **Assumptions**

The following assumptions apply:

- Fee does not include repair for damage or disruption of service for existing utilities. Standard precautions to lower the risk of damaging underground structures will be taken; however, underground exploration is inherently risky as it is not possible to precisely locate all underground structures.
- Encroachment fee from Storey County will be waived.

## **Task 3 – Survey and Mapping**

### **Objective**

To generate survey and mapping data for development of CAD base maps in support of design activities.

### **Approach**

The following approach applies:

- Farr West will utilize Storey County GIS data for street rights-of-way and parcel lines. A boundary survey will not be required.
- Farr West will establish project control for base map preparation. The horizontal and vertical control will be based on published data. Horizontal control will conform to North American Datum of 1983 (NAD 83), and vertical control will conform to North American Vertical Datum of 1988 (NAVD 88).
- Farr West will prepare a topographic survey to support development of design drawings. The final drawing will be prepared showing 1-foot contour intervals with drawing scale of 1" = 20'.



- Farr West will locate existing conditions including, but not be limited to roadway and driveways, and utility features, drainage features and structures which are visible from the surface of the ground. These features will be mapped and shown on the topographic map.
- Farr West will coordinate with utility owners in the project area to obtain record drawings and/or maps. Fees, if applicable, are included in this task. A third-party utility locator to mark buried utilities is not included.

#### ***Deliverables***

- Electronic CAD files for use in preparing design plans.

#### ***Assumptions***

The following assumptions apply:

- Boundary survey and record map recordation are not included.

### **Task 4 –Bid Documents**

#### ***Objective***

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

#### ***Approach***

The following approach applies:

- Complete site visit to verify proposed improvements and potential conflicts and challenges.
- Request utility maps from utility agencies and map on the existing topographic map.
- Prepare roadway cross section details.
- Prepare plan and profile, including details for superelevation.
- Prepare traffic signage plans.
- Prepare details for paving transitions, utility adjustments, and other work applicable to the project.
- Prepare engineer's opinion of probable costs. This effort may include recommendations for bid alternates if funding availability is limited.
- Prepare technical specifications for roadway reconstruction and related work.
- Prepare bid documents of roadway reconstruction, including bid schedule.
- Submit bid package to County staff for comments.
- Meet with County to review comments and finalize the bid documents.
- Prepare NDOT encroachment application and related documents. Coordinate permitting activities.

#### ***Deliverables***

The following will be delivered under this task:

- Submittal of the 90% set for County review and comment will include individual PDF files of the Plans (22"x34"), Specifications, and Opinion of Probable Construction Cost.
- Submittal of the 100% set used for bidding will include individual PDF files of the Plans (22"x34"), Specifications, and Opinion of Probable Construction Cost.

#### ***Assumptions***

The following assumptions apply:





- Plans will include the following sheets:
  - Cover, general notes, legend and abbreviations (3 sheets)
  - Sheet index (1 sheet)
  - Survey and alignment control (1 sheet)
  - Plan and profile 1"=40' (28 sheets)
  - Signage and striping (6 sheets)
  - Roadway cross sections (1 sheet)
  - Details (2 sheets)
  - Traffic control plans (2 sheets)
- County review and comment will be complete within 14 days after receiving draft bid package.
- Roadway configuration will remain the same.
- No traffic evaluation is required.
- NDOT encroachment permit is required for work within SR341 right-of-way and fees will be covered by Storey County, if needed.
- No hydrology or hydraulic analysis is included.

#### **Task 5 – Bidding Assistance**

##### **Objective**

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

##### **Approach**

Activities under this task will include the following elements:

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

##### **Deliverables**

The following deliverables will be submitted under this task:

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

##### **Assumptions**

The following assumptions apply:

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



## **Task 6 –Construction Administration Support**

### **Objective**

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

### **Approach**

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

- Conduct one (1) pre-construction meeting, prepare agenda and meeting minutes for the pre-construction meeting. DOWL attendance will include our Project Manager, Project Engineer, Designer and Construction Observer.
- Process one (1) change order(s), review payment applications, evaluate claims, review submittals, respond to RFIs, and address unanticipated conditions.
- Coordinate and attend weekly site meetings with Owner and Contractor.
- Weekly in-office construction management activities are limited to eight (8) total hours per week throughout the project duration.
  - These activities include processing of documents (described earlier), coordination of parties, daily observation report QC, etc.
  - Review construction inspection and material testing results, which will be provided by CME.
  - Maintain all Project documentation for the duration of the Project including tracking, disbursing, and reviewing. Maintain logs for all documentation including submittals, RFCs/RFIs, field orders, work change directives, change orders.
- Certified Payroll Review:
  - Review certified payroll reports supplied by prime contractor. Reports to include prime and sub-contractors working on Project.
  - Verify contractor staffs' position, time, and wages paid are accurate and comply with the prevailing wages for the Project.
- Coordinate a substantial completion inspection and formulate a final punch-list of work items to be completed prior to final inspection.
- Conduct a final inspection meeting to verify that all outstanding work items are complete (construction observer to perform on-site final walkthrough with Contractor and County Staff).
- Recommend Project final acceptance to the County.
- Assist the County with coordination with the Labor Commission.

### **Deliverables**

The following will be delivered under this task:

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

### **Assumptions**

The following assumptions apply:



- Pre-construction meeting to be held at DOWL's office.
- Construction and post/pre-construction activities anticipated to take fourteen (14) weeks.
- Weekly construction meetings are included.
- Office engineering efforts are detailed under the Approach section of this task.
- Certified payroll reviews are assumed at one (1) hour per week. Additional hours are included for coordination with the labor commission.
- Certified Payroll reports are anticipated to be complete and correct. Contractor is to be familiar with certified payrolls and compliance.
- If certified payroll reports are not complete, DOWL will reject submission and require re-submittal by the contractor.
- DOWL's review of CPR reports will consist of verification of personnel, their time, and hourly wages meet requirements of the Project.
- All final certification and reporting to the Nevada Department of Labor must come from the County as they are the public body, funding Project, and have ultimate responsibility.

#### **Task 7 – Construction Observation**

##### **Objective**

DOWL will provide one (1) full-time observer to monitor construction activities.

##### **Approach**

The following approach will be taken:

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

##### **Assumptions**

The following assumptions apply:

- On-site construction observation will be coordinated with the Contractor based on their construction schedule and communications during the period of construction.
- DOWL is not responsible for the Contractor's construction means and methods; project site safety; Contractor's failure to perform; and is not authorized to stop the work of the Contractor.
- Construction will be in substantial compliance with the plans and specifications prepared by DOWL.
- Construction inspection through substantial completion is assumed to be ten (10) weeks. Full-time inspection is anticipated.
- Two (2) weeks of contingency for half-time inspection are included to account for unforeseen project delays.



- Materials testing will be provided under Task 8.

#### ***Deliverables***

The following deliverables will be submitted under this task:

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

### **Task 8 – Materials Testing**

#### ***Objective***

To verify materials and their placement meets the requirements of the contract.

#### ***Approach***

The following approach will be taken:

- Subgrade and base compaction testing using nuclear density gauge. Frequency per Standard Specifications for Public Works Construction, Latest Edition.
- Provide hot-mix asphalt (HMA) pavement density testing using thin-lift nuclear density gauge.
- Sample HMA and complete laboratory testing to certify compliance with contract requirements. Frequency per Standard Specifications for Public Works Construction, Latest Edition.
- Cut final asphalt cores to verify pavement thickness and densities. Frequency per Standard Specifications for Public Works Construction, Latest Edition.
- Complete daily field report describing construction and materials testing activities for each day on-site.

#### ***Assumptions***

The following assumptions apply:

- No inspection at the asphalt plant is required.
- Full-time observation will be provided during paving days.

#### ***Deliverables***

The following deliverables will be submitted under this task:

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

### **Task 9 – Construction Staking**

#### ***Objective***

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

#### ***Approach***

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

- DOWL will verify existing control points and set additional control as needed throughout construction.



- DOWL will provide one set of stakes at an offset designated by the contractor at 50' intervals for the base stabilization.

***Deliverables:***

The following deliverables will be submitted under this task:

- Construction staking cut sheets.

***Assumptions:***

The following assumptions apply:

- Approximately four (4) weeks of staking will be required by our survey crew. Additional mobilizations will be charged on a time and material basis.
- Additional staking or re-staking due to removal of stakes by the public or the Contractor will be charged on a time and materials basis.
- Prevailing wage rates apply to field work.
- No staking will be required for final paving and the compacted base will be used for grade control.

**Task 10 - County Directed Services**

For tasks to cover the cost of Project work items that are currently unforeseen by the County, a task budget of \$40,000 is incorporated into this Contract. Labor efforts will not be charged to this task unless written authorization is obtained from the County.

**PART 2 - SCHEDULE**

DOWL will complete the work per the following schedule:

- Topographic base mapping - September 2023
- Geotechnical report - September 2023
- Preliminary submittal (30%) - October 2023
- PS&E submittal (90%) - January 2024
- Final submittal (100%) - February 2024
- Bidding/award - March 2024
- Construction - April 2024 – June 2024



## **Exhibit B – DOWL's Compensation for Task Order**

Task Order No.: 53

Task Order Title: Lousetown Road Reconstruction

Issued under the authority of Professional Services Master Task Order Agreement  
Number: 7363.30004

A. Owner shall pay Engineer for Basic Services set forth in this Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:

1. A Time and Materials, Not to Exceed Amount of \$516,225 based on the following estimated distribution of compensation:

Task	Description	Fee
1	Project Management	\$13,230
2	Geotechnical Investigation and Pavement Design	\$42,633
3	Surveying and Mapping	\$22,760
4	Bid Documents	\$98,408
5	Bidding Assistance	\$4,595
6	Construction Administration Support	\$38,145
7	Construction Observation	\$77,000
8	Materials Testing	\$88,435
9	Construction Staking (PWP)	\$81,020
10	Owner Directed Services	\$50,000
	<b>Total</b>	<b>\$516,225</b>

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services rendered but shall not exceed the total amount unless approved in writing by the Client.
3. The Amount includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate rates have been incorporated in the Amount to account for labor, overhead, profit, and Reimbursable Expenses.



## Storey County Board of Highway Commissioners Agenda Action Report

**Meeting date: 8/1/2023 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:** 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.
- 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:** Kathy Canfield

**Department:**                      **Contact Number:** 775-847-1144

- **Staff Summary:** Following a public hearing at the BOCC on June 6, 2023, proposed Resolution 23-681 was continued to the August 1, 2023 BOCC. 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:** August 1, 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.

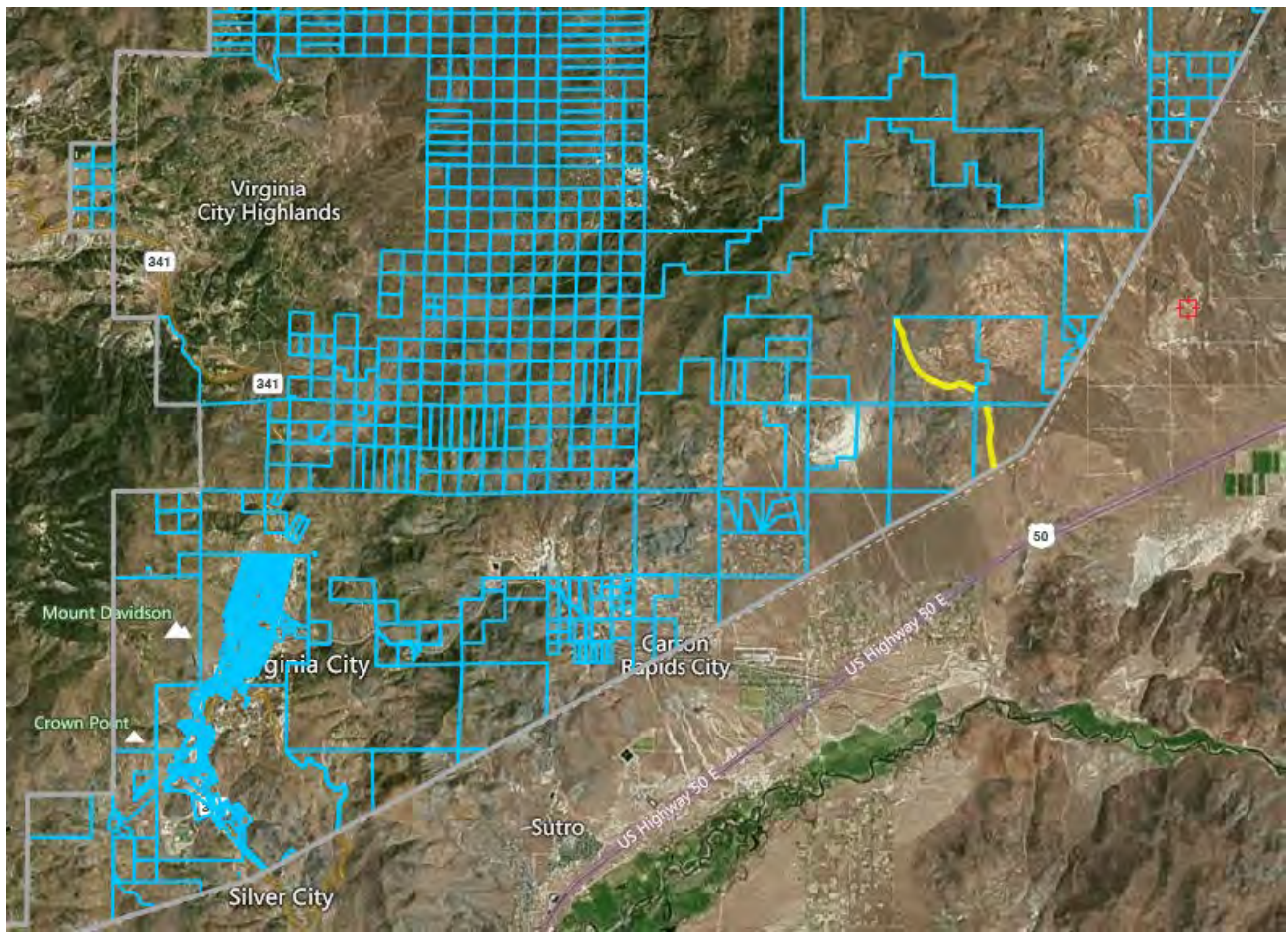
County staff are proceeding with recognizing the roadways that are located on publicly owned land only. Some of the research does include other roadway areas, including areas privately owned. If the need arises in the future, this research is anticipated to be utilized in the legal process of identifying 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 75<sup>th</sup> 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.

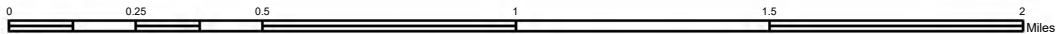
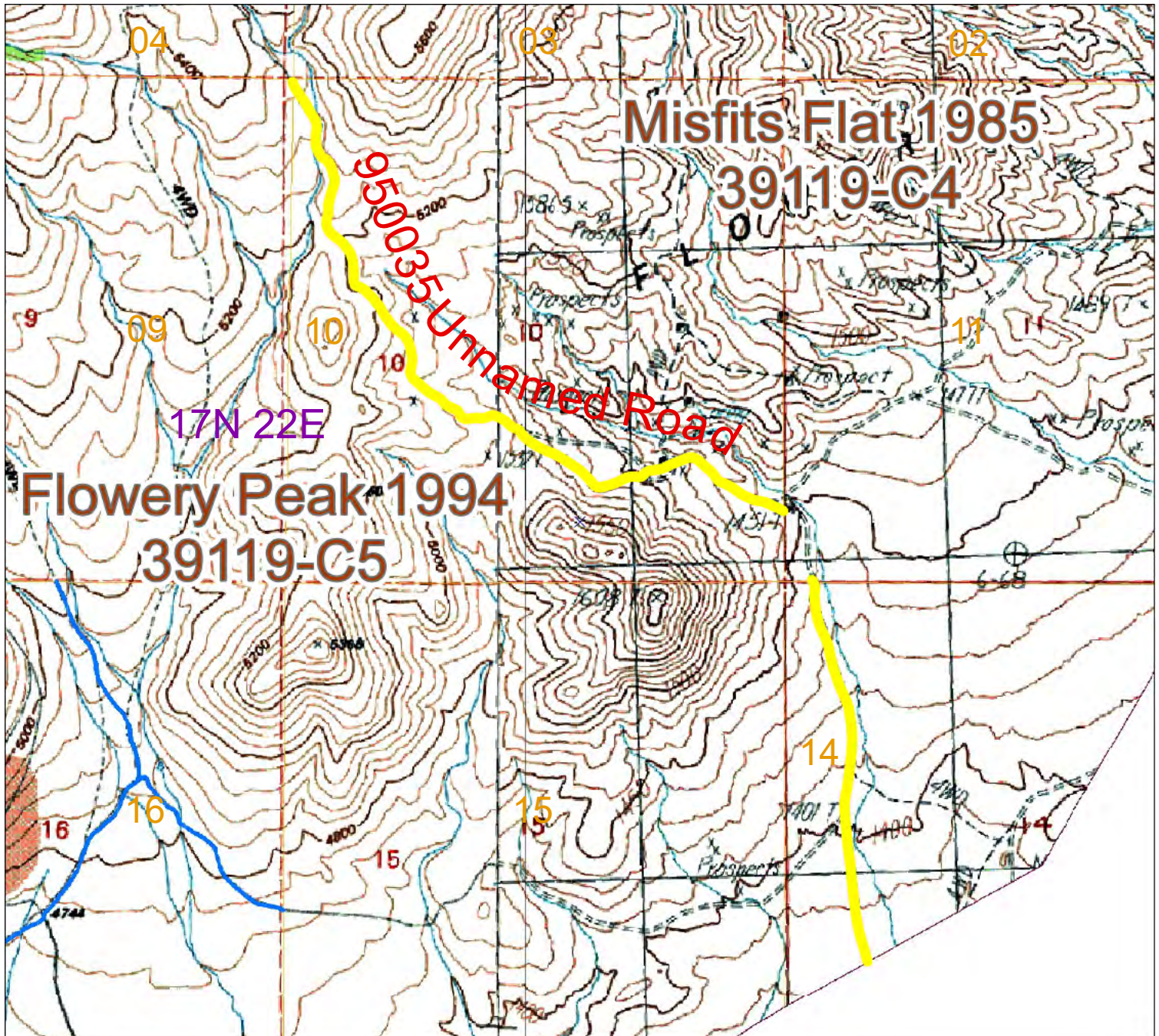
This road provides access to other roads, private property, water rights, and mining claims or to hunting, fishing, firewood, wildlife viewing, camping, hiking, motor vehicle recreation, mineral exploration or other general outdoor recreation areas, or any combination thereof.

"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 3<sup>rd</sup> 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)





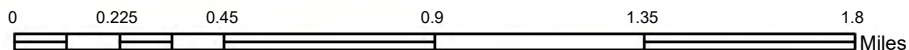
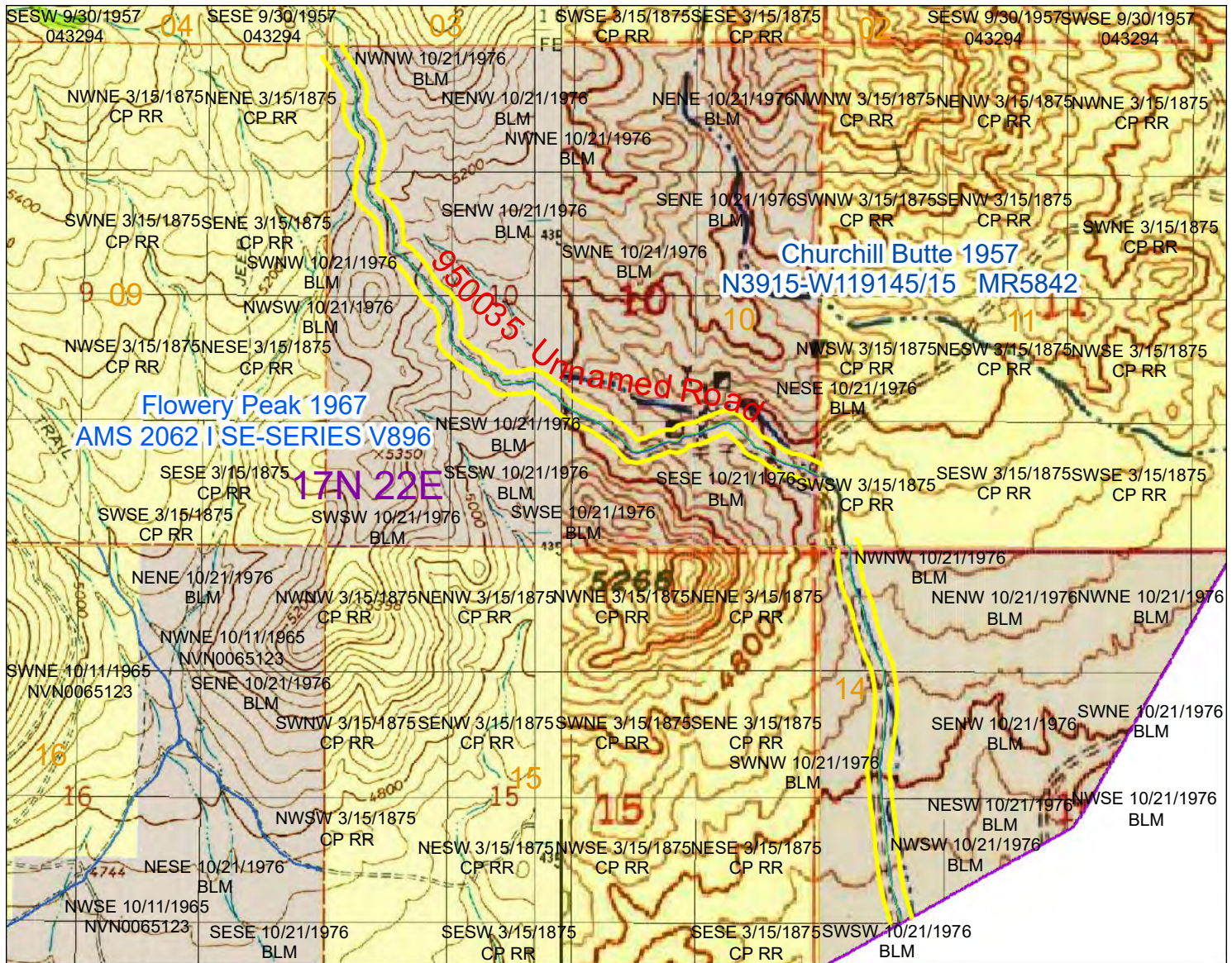
950035 (5)





# 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 3<sup>rd</sup> 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:** 8/1/2023 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:** 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:** Kathy Canfield

**Department:**

**Contact Number:** 775-847-1144

- **Staff Summary:** Following a public hearing on the June 6, 2023, BOCC meeting, proposed Resolution 23-682 was continued to the August 1, 2023 BOCC meeting. 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:** August 1, 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.

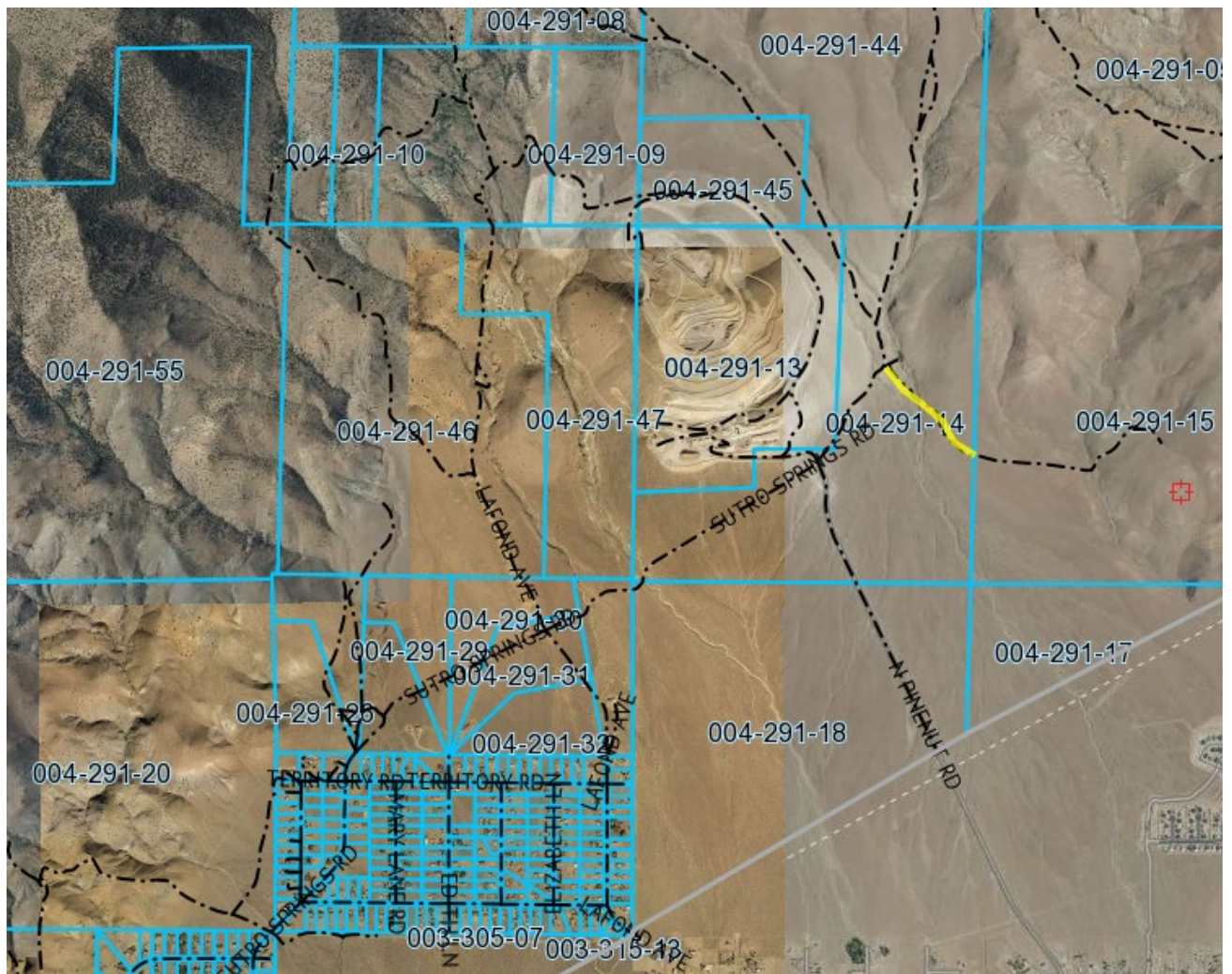
County staff are proceeding with recognizing the roadways that are located on publicly owned land only. Some of the research does include other roadway areas, including areas privately owned. If the need arises in the future, this research is anticipated to be utilized in the legal process of identifying 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 75<sup>th</sup> 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

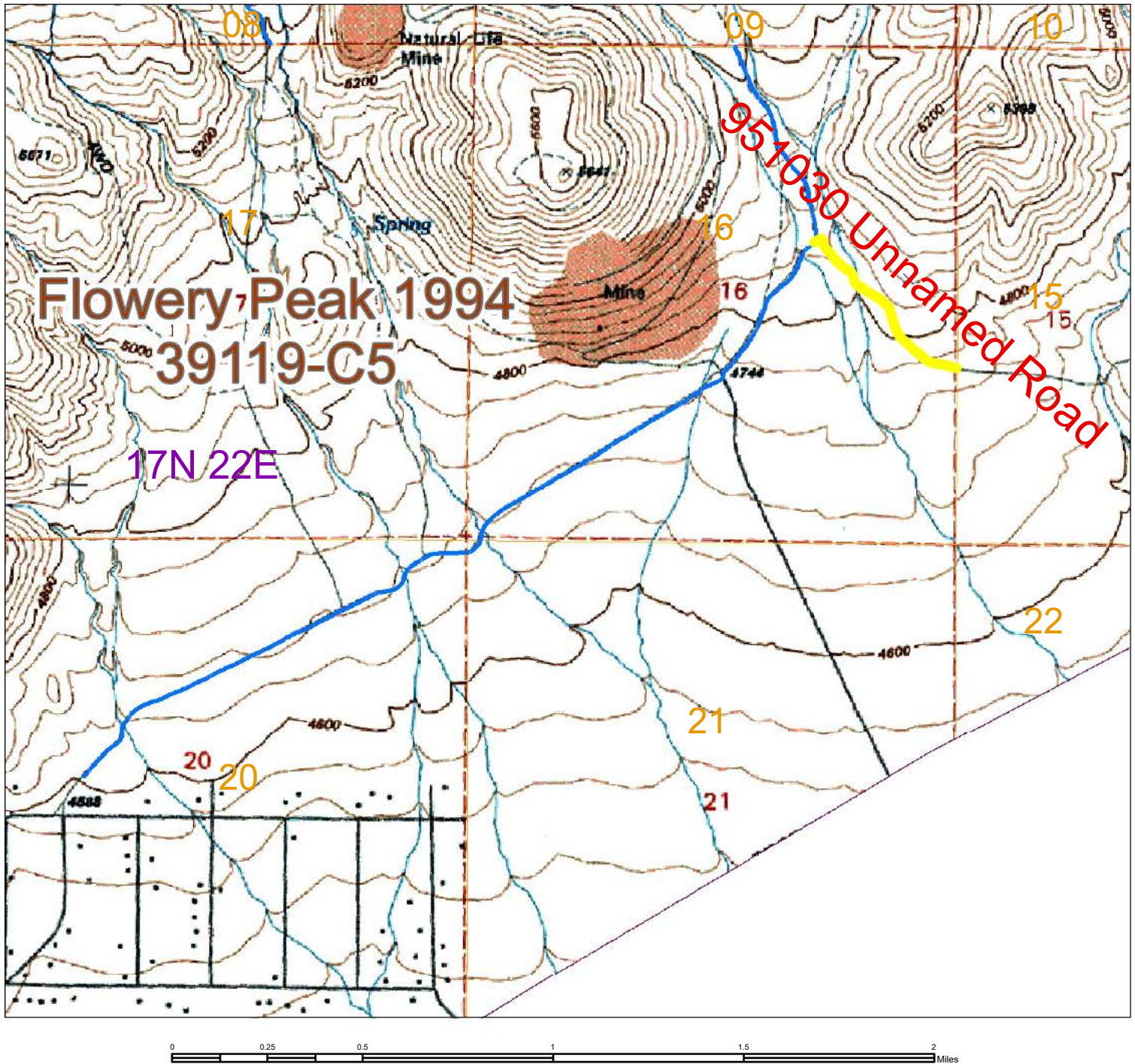
The collected centerline report for this road is in a database maintained by the Storey County GIS  
Outsource Contractor.

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 3<sup>rd</sup> 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)



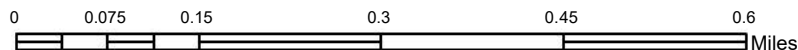
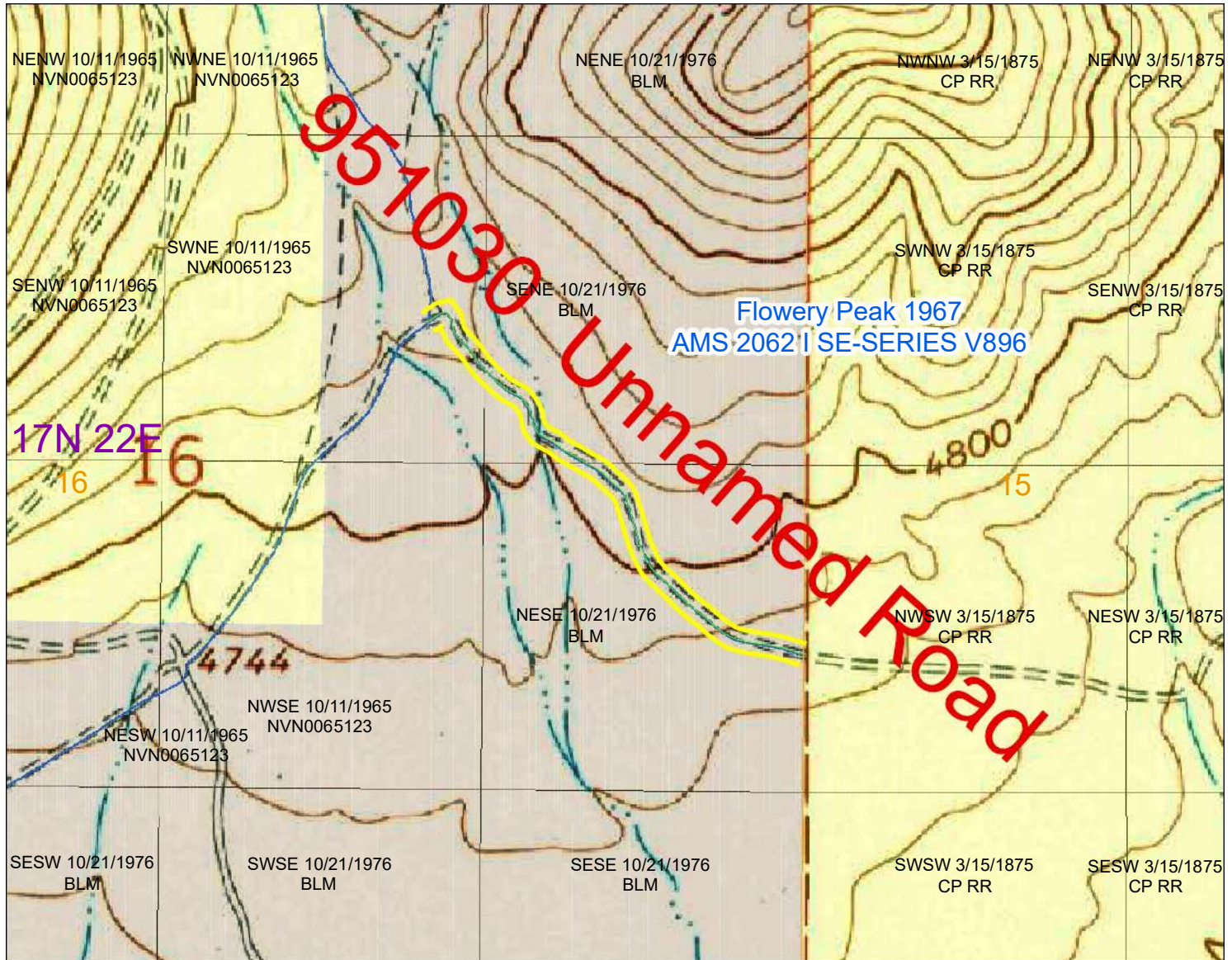
951030 (2)





# 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 3<sup>rd</sup> 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





## Board of Storey County Commissioners Agenda Action Report

**Meeting date: 8/1/2023 10:00 AM -  
BOCC Meeting**

**Estimate of Time Required: 15 min**

**Agenda Item Type: Discussion/Possible Action**

- **Title:** To authorize the county manager to sign a Line Extension Agreement with NVEnergy in the amount not to exceed \$16, 000.00 to replace the transformer and underground feeder lines to the new building at Station 72 in the Highlands. An analysis by NVEnergy of the existing plus the proposed electrical loads at Station 72 shows a requirement for an upsized transformer to supply energy to the station. This amount is the estimated total advance. If the total project cost is less, the difference will be refunded per the agreement.
- **Recommended motion:** I, [commissioner], move to authorize the county manager to sign a Line Extension Agreement with NVEnergy in the amount not to exceed \$16, 000.00 to replace the transformer and underground feeder lines to the new building at Station 72 in the Highlands.
- **Prepared by:** Mike Northan

**Department:**

**Contact Number:** 7753356991

- **Staff Summary:** An NVEnergy analysis of the existing and proposed electrical loads at Station 72 warrant a larger transformer than exists on the pole now. The transformer will be a new 50KVA, pole mounted unit to replace the existing 15KVA unit.
- **Supporting Materials:** See attached
- **Fiscal Impact:** \$16,000.00
- **Legal review required:** TRUE
- **Reviewed by:**

\_\_\_\_ Department Head

**Department Name:**

\_\_\_\_ County Manager

**Other Agency Review:** \_\_\_\_\_

- **Board Action:**

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





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07/19/2023

Storey County

P.O. Box 435  
Virginia City, NV 89440

Dear Jason Wierzbicki,

RE : E-2610 CARTWRIGHT RD-FP-COMM-E-STOREY COUNTY

Project ID# : 3010897455

The enclosed documents specify costs and responsibilities to provide electric facilities to the above referenced project. Should you decide to proceed with this project, please sign and return an original copy of the enclosed document(s) to the address listed on the attached Memorandum Advanced Statement of Advance/Credit.

The Agreement constitutes a contract regarding installation costs for the requested service. As such, it requires the signature of a person legally authorized to enter into this Agreement. Please ensure that the name and title of the person signing the contract are clearly printed or typed on the lines immediately following the signature. Confusion regarding the authority of the person signing the contract may result in a delay to the installation of electric facilities. A copy of the executed agreement will be returned to you at the above address.

The Terms and Conditions of this proposal shall be firm for 90 days from the date of this letter, at which time the Agreement is no longer valid. After 90 days we may provide you with a new Agreement with revised costs and/or design changes. These changes could be a result of, but are not limited to, field condition changes, project work order connection point, proportionate share and attachment costs, contingent projects, and project labor, material, and tax cost increases. The project is subject to cancellation 180 days from the date of this letter. In the event of project cancellation, you must reimburse Utility for all costs expended on the project and the design in accordance with Rule 9, Section A.2.

In an effort to facilitate completion of this utility work, please submit an application for meterset upon assignment of address(es) from your government agency. This meterset information is required prior to receiving service.

Should you have any other questions regarding this Agreement, please contact me at (775)834-7116.

Sincerely,

Corey Kozlowski

Utility Design Administrator



## Memorandum of Advance/Credit

**Date Issued:** 07/19/2023  
**Project Number:** 3010897455 **Project Title:** E-2610 CARTWRIGHT RD-FP-COMM-E-STOREY COUNTY  
**Request No:** 92484 **Estimate Version :** 3  
**Applicant Name:** Storey County  
**Applicant Address:** P.O. Box 435, Virginia City, NV 89440 **Memorandum Number:** 89543  
**Applicant Phone:** 775-847-0958  
**Applicant Fax:** \_\_\_\_\_  
**Applicant Email:** jwierzicki@storeycounty.org  
**Project Coordinator:** Luke Fuller **Phone Number:** (775)834-7227

### Contract Amount Detail:

	Taxable	Non-Taxable	Tax	Total
Subject to Refund	12,799.00	0.00	1,561.00	14,360.00
Non-Refundable	108.00	947.00	261.00	1,316.00
Credits				3,000.00

**Total Advance Due:** \$12,676.00

### If proceeding with contract, please follow the remittance instructions:

1. Please sign contract.
2. Make check, money order, or cashiers check payable to NV Energy. Credit cards not accepted.
3. Write your project number (shown above) on the check.
4. Please remit the contract and payment to the following location:  
NV Energy  
P.O.Box 10100  
Mail Code: R77CSE  
Reno, NV 89520

If this payment is related to the final advance, then:

1. Enclose any necessary project documentation required for your project along with your signed contract and payment.
2. NV Energy must receive signed contract, payment, and all required documents before the project will be scheduled for construction.
3. If the signed contract and payment are not returned to NV Energy within ninety (90) days of the date identified above under "Date Issued" or the Tax Gross-up Rate changes before you return the signed contract and payment to NV Energy, NV Energy will re-estimate the costs and provide you with a revised contract.

Contact your project coordinator at (775)834-7227 with any questions or concerns. Thank you!

**Note: All executed documents will be sent via email to the address above.**

**\_\_\_ Check if you require to receive documents through U.S. Mail**

This memorandum is provided for informational purposes only.



## RULE 9 LINE EXTENSION AGREEMENT

Project ID: 3010897455  
Project Title: E-2610 CARTWRIGHT RD-  
FP-COMM-E-STOREY  
COUNTY  
Agreement No.: 103411

This Rule 9 Line Extension Agreement ("**Agreement**") is made and entered between Sierra Pacific Power Company, a Nevada Corporation, d/b/a NV Energy ("**Utility**") and Storey County, a(n) NV GOVERNMENT ("**Applicant**") (individually, a "**Party**" and collectively, the "**Parties**").

### RECITALS

- A. Utility owns and operates electric transmission and distribution facilities and provides electric service within Nevada, in accordance with Tariff Schedules filed with and approved by the Commission.
- B. Applicant has requested an Alteration of Existing Facilities and/or Service to its Development.
- C. In accordance with Rule 9, other applicable provisions in its Tariff Schedules and this Agreement, Utility will complete the Project.
- D. Applicant acknowledges that it must follow Utility's procedures for identifying and resolving conflicts between its Development and the Electric System and that Utility will only waive or approve a particular conflict through Utility's standard use agreement signed by the property owner(s) and Utility, duly notarized, and recorded.

In consideration of the above recitals, mutual covenants, terms and conditions contained in this Agreement, the Parties agree as follows:

### AGREEMENT

#### 1. Summary of Costs and Contingencies

- 1.1 Project. In order to provide 4 KVA of Service to Applicant and/or perform an Alteration of Existing Facilities, Utility will modify the Electric System as shown on the Design titled E-2610 CARTWRIGHT RD-FP-COMM-E-STOREY COUNTY and attached as Exhibit A.
- 1.2 Estimated Total Costs. The Estimated Total Costs for the Project are **\$13,880.00**, as summarized on Exhibit B.
- 1.3 Estimated Advance. The estimated Advance is **\$15,676.00**, consisting of:
  - (A) CIAC. An estimated CIAC in the amount of **\$1,055.00 ("Estimated CIAC")**. This amount includes a non-taxable, non-refundable cost of **\$947.00** and a taxable, non-refundable cost of **\$108.00**. If the Estimated CIAC exceeds \$40,000, it is subject to a Total Cost True-up.
  - (B) Advance Subject to Potential Refund. An Advance Subject to Potential Refund in the amount of **\$12,799.00**. This amount includes Applicant's responsibility for any Proportionate Share Allocation and any applicable Commission order in the amount of **\$0.00**.
  - (C) Tax Gross-Up. The estimated Tax Gross-up is:
    - (1) Advance Subject to Potential Refund. A Tax Gross-up relating to the Advance Subject to Potential Refund in the amount of **\$1,561.00**. This Tax Gross-up is subject to refund.
    - (2) CIAC. A Tax Gross-up relating to CIAC in the amount of **\$13.00**. This Tax Gross-up is subject to adjustment in connection with any Total Cost True-Up.



**RULE 9**  
**LINE EXTENSION AGREEMENT**

Project ID: 3010897455  
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- (3) Non-Cash Contributions. A Tax Gross-up relating to Applicant's non-cash contributions to Utility under Rule 9, Section A.12.a (such as trenching and substructures performed by Applicant, its contractors or its subcontractors) in the amount of **\$248.00**. This Tax Gross-up is not subject to refund.

1.4 Up-front Allowance. The Maximum Allowance is **\$0.00**. As shown on Exhibit C, the Up-front Allowance is **\$0.00**.

1.5 Payment. Applicant must pay Utility **\$12,676.00 ("Initial Payment")** when Applicant delivers the signed Agreement to Utility. When calculating this payment, Utility applied any Up-front Allowance and, if applicable, a credit for any Utility Betterment.

1.6 Related Contracts.

- (A) Proportionate Share Contracts. If Applicant attaches to a Line Extension installed by a previous Applicant (defined in Rule 1), such as those identified in this Subsection, Applicant must pay a Proportionate Share Allocation(s):

PID	Contract No.	Dated	Expiration	Title
None	None	None	None	None

- (B) Master Planned Community Contracts. This Agreement is associated with the following master planned community contracts:

PID	Contract No.	Dated	Expiration	Title
None	None	None	None	None

**2. Description and Design of the Project**

- 2.1 Design for Project; Amendment. The design for the Project, including any Betterments is attached to this Agreement as Exhibit A (the "**Design**"). Applicant approves the Design and acknowledges that Applicant is bound by and must comply with all notes on the Design. If any Contingent Facilities are identified on the Design and not installed, then the Design will change, and the Total Costs, may change. The Parties may revise the Design by amending this Agreement in accordance with Section 11.10.
- 2.2 Condition to Providing Service. Utility is not obligated to provide electric Service to the Development and may stop work on the Project until after Applicant meets its obligations under Section 4.4 to Utility's satisfaction. Applicant agrees that, if Utility provides Service to the Development or continues working on the Project even though conflicts remain, Applicant is responsible for resolving those conflicts at its Total Cost and to Utility's satisfaction and Applicant must (at its Total Cost) acquire and deliver to Utility all Property Rights Utility deems necessary.
- 2.3 Inaccurate Information and Field Conditions. Applicant understands that inaccurate, incomplete or outdated information and that surface and subsurface field conditions could delay Construction Complete and Service to the Development.
- 2.4 Sources of Power. The sources of power from the Electric System to the Development are subject to change, at Utility's discretion. Applicant understands that the Electric System configuration is dynamic and at the sole discretion of Utility and that interruptions of electric service to the Development, both on a scheduled and unscheduled basis, are inherent in the provision of service to the Development.



## RULE 9 LINE EXTENSION AGREEMENT

Project ID: 3010897455  
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FP-COMM-E-STOREY  
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- 2.5 Providing Service to Applicant. Utility will provide Service to Applicant in accordance with this Agreement, applicable Laws and Utility's Tariff Schedules. However, if Applicant is not using the capacity Utility made available to Applicant in connection with this Agreement after the Agreement terminates, Utility (in its discretion) may reallocate the unused capacity to other Customers or Applicants.

### 3. Betterments; Refunds; True-Ups

- 3.1 Utility and Applicant Betterments. [INTENTIONALLY OMITTED]
- 3.2 Limitation on Refunds. The Advance Subject to Potential Refund is the maximum possible Refund that Applicant may receive. The Refund may range from \$0 to the balance of the Advance Subject to Potential Refund.
- 3.3 Performance of True-Ups. Utility will perform any Allowance True-up if required and in accordance with Rule 9, Section A.31. Utility will perform any Total Cost True-up if required and in accordance with Rule 9, Section A.31. After Utility performs any required Allowance True-up and/or Total Cost True-up, Utility will either invoice Applicant or provide a Refund to Applicant. In accordance with Rule 9, Section A.31, Utility might perform more than one Allowance True-up and/or send Applicant an invoice(s) or Refund for Total Cost items that were finalized or became known after the original Total Cost True-up.
- 3.4 [INTENTIONALLY OMITTED]

### 4. Applicant's Obligations

- 4.1 Responsibility for Total Costs. Applicant is responsible for the Total Costs, except for those Utility is specifically responsible for under Rule 9.
- 4.2 Payment of Advances. Applicant must pay all Advances based on the Estimated Total Costs identified initially in Exhibit B and those identified subsequently by Utility in accordance with Rule 9.
- 4.3 Obligation to Construct Facilities in Compliance with Laws. At its expense, Applicant and its contractors must construct and install Rule 9, Section A.12.a improvements as shown on the Design, in a manner consistent with the Property Rights for those improvements and in compliance with all Permits, applicable Laws, Utility's Standards, the Tariff Schedules and the National Electrical Safety Code.
- 4.4 Identification and Resolution of Conflicts; Costs Associated with Conflicts.
- (A) Identification of Conflicts. Applicant must identify, in writing and in a manner satisfactory to Utility, all conflicts between (1) the Development and the Electric System located within the Development, (2) the Development and the Electric System located within or adjacent to offsite improvements required for the Development, (3) the Development and the Electric System located adjacent to the Development, and (4) the Development and Utility's Property Rights within and adjacent to the Development.

**RULE 9**  
**LINE EXTENSION AGREEMENT**

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- (B) Resolution of Conflicts with Utility's Facilities and Payment of Costs. If Applicant, its agents, its contractors, or its subcontractors damage, have damaged, render unsafe or have rendered unsafe the Electric System located within or adjacent to the Development or to the offsite improvements required for the Development, Applicant must (1) pay all costs to render those facilities safe, to relocate the facilities impacted, and to construct any new facilities needed and (2) provide or obtain Property Rights in Utility's name for the relocated facilities and/or new facilities, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of Property Rights, the dimensions of the Property Rights area, and terms and conditions of the Property Rights).
- (C) Resolution of Conflicts with Utility's Easements and Payment of Costs. If Applicant, its agents, its contractors, or its subcontractors interfered with Utility's Property Rights, Applicant must (1) pay all costs incurred by Utility that are associated with the interference and (2) either remove the interference and return the Property Rights area to a condition that is usable by Utility or provide or obtain replacement Property Rights in Utility's name, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of Property Rights, the dimensions of the Property Rights area, and terms and conditions of the Property Rights).
- 4.5 Payment of Invoices; Work Stoppage and Service Delay for Non-Payment. In addition to providing Applicant with an invoice for the Initial Payment, Utility might periodically invoice Applicant in connection with this Agreement for new or increased Total Costs. Except for the invoice for the Initial Payment which is due when Applicant delivers the signed Agreement to Utility, Applicant must pay Utility's invoices within sixty (60) days of receipt. If mailed, Utility's invoices are deemed received by Applicant three (3) days after the invoice date. Applicant must reference PID 3010897455 on any payment. If Utility does not receive timely payment of its invoices, then Utility, without liability to Applicant, may stop work on the Project and/or not provide Service to the Development until after Utility receives payment in full. Any delay in payment might result in a delay in completion of the Project.
- 4.6 Interest. Any amount unpaid and due by Applicant under this Agreement will accrue interest at the then current per annum simple prime rate, as published in the Market Data section of the Wall Street Journal, plus one percent (1%), from the original due date through the date of receipt of payment by Utility. However, Utility will not pay Applicant any interest on the amount of any payment made in connection with this Agreement.
- 4.7 Information Provided by and Needed from Applicant. Applicant acknowledges that Utility relies on information provided by Applicant when performing Utility's obligations under this Agreement. Applicant acknowledges that it has a continuing obligation to provide the most current and accurate information concerning its Development to Utility and to notify Utility of any inconsistencies between the Design and facilities constructed (or being constructed) for the Project and/or the Property Rights for those facilities. Applicant also understands that Utility is not aware of and cannot know all surface and subsurface field conditions. Notwithstanding anything to the contrary in this Agreement, Applicant agrees to assume all responsibilities, liabilities, and Total Costs for repair, replacement, redesign, modification, relocation or other work to the facilities constructed, or being constructed, for the Project:
- (A) Resulting from or arising out of incomplete, inaccurate or outdated data and other information supplied to Utility by Applicant; or
- (B) Resulting from or arising out of changes affecting the accuracy or completeness of data or information after it is supplied to Utility by Applicant; or
- (C) Resulting from or arising out of surface or subsurface field conditions; or



**RULE 9**  
**LINE EXTENSION AGREEMENT**

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- (D) That were installed outside the Property Rights intended for such facilities; or
  - (E) That were installed based on surveys or staking provided by Applicant or Applicant's agents that are found to be located outside the Property Rights intended for such facilities.
- 4.8 Inspection of and Responsibility for Rule 9, Section A.12.a Improvements Installed by Applicant. For Rule 9, Section A.12.a improvements installed by Applicant, Applicant must:
- (A) Allow Utility to inspect the construction and installation of these improvements.
  - (B) Maintain, repair, and (as Utility deems necessary) replace these improvements until Utility's Acceptance, in addition to providing the guarantees in Section 6. If Applicant must use conduit it installed or pre-existing conduit for Service to the Development, Applicant (in Utility's discretion and at Applicant's expense) must video inspect, re-mandrel, re-mule tape, and repair the conduit. If all or a portion the conduit cannot be repaired, Applicant (at its expense and to Utility's satisfaction) must replace the damaged conduit.
- 4.9 Obligation to Provide Information to Utility. In addition to providing the information required by Rule 9, Subsection A.2.c and within ten (10) days of Utility's written request, Applicant must provide information and documentation requested by Utility, including but not limited to absorption information, information and documentation relating to the amount(s) Applicant paid, if any, for third-party Property Rights, and information and documentation relating to the actual cost of Applicant's non-cash contributions to Utility under Rule 9, Section A.12.a.

**5. Property Rights;Ownership and Lien Release(s)**

- 5.1 Obligation to Acquire and Convey Property Rights. Applicant must, without cost to Utility, grant and convey, or obtain for Utility, all Property Rights that Utility deems it requires for the Utility facilities (or any portion thereof) affected under this Agreement. In Utility's discretion and at Applicant's Total Cost, Utility may obtain an appraisal(s) of the Property Rights.
- 5.2 Condition to Commencing Construction. Utility is not obligated to commence construction of any facilities until after the required Property Rights are permanently granted to Utility in a manner that is satisfactory to Utility as to both location and form (including but not limited to the type of Property Rights, dimensions of the Property Rights area and terms and conditions relating to the Property Rights).
- 5.3 Ownership of Facilities and Equipment. All facilities constructed and equipment installed by Applicant and Utility, including Betterments, under this Agreement are property owned, maintained, and controlled by Utility upon Utility's Acceptance. Utility (not Applicant) owns all material Utility orders for the Project for use on Utility's side of the Point of Delivery. Upon Utility's written request, Applicant will sign and deliver a bill of sale in a form acceptable to Utility that conveys all of Applicant's rights, title and interest in the Rule 9, Section A.12.a improvements to Utility and certifies that these improvements are free of liens and other encumbrances. Utility has the right to use, and allow other Customers to use, these improvements for any purpose. Utility may also allow designated telecommunications carriers and cable television companies to use these improvements if Utility is required to do so by the federal Telecommunications Act or other applicable Laws. If Applicant requests that spare conduit be installed in connection with this Agreement and pays the Total Costs associated with that conduit, Utility is not required to reserve that conduit for Applicant and may use it for other Customers and allow designated telecommunications carriers and cable television companies to use that conduit.



**RULE 9**  
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- 5.4 Release of Lien or Claim. Upon Utility's written request, Applicant must furnish to Utility a complete release of any lien or claim and receipts covering in full all labor, material, and equipment for which a lien could be filed in relation to the Rule 9, Section A.12.a improvements.

**6. Guarantees**

- 6.1 Guarantee Against Defects. Applicant guarantees, regardless of Utility's Acceptance, all work Applicant and its contractors/subcontractors perform and all material and equipment they furnish under this Agreement against defects in materials and workmanship for a period of two (2) year following completion of the Project. Applicant also guarantees any corrective work and replaced or repaired materials against defects for an additional two-year period following completion of the work.
- 6.2 Utility's Option to Remedy Defect. Utility may, at its option and Applicant's sole Total Cost, either itself remedy or require Applicant to remedy any defect in materials or workmanship provided by Applicant and its contractors/subcontractors that develop during the two-year period provided for in Section 6.1. The option and obligation to repair extend to any damage to facilities or work caused by the particular defect or repair of the defect. Applicant must remedy the defect(s) to Utility's satisfaction. Should Utility choose to remedy a defect, Applicant must pay Utility all amounts it incurred within sixty (60) days of receiving an invoice from Utility.
- 6.3 Modification or Relocation of Electric Facilities. If Applicant requests that the Line Extension or relocation be constructed prior to the establishment of final grade or the alignment of the roads, streets, or alleys and a conflict arises, Applicant is responsible for the Total Cost to relocate, modify and remove the electric facilities in accordance with Rule 9, Section A.10. Any replacement Property Rights Utility determines are needed must be granted to Utility in a manner that is satisfactory to Utility as to both location and form (including but not limited to the dimensions of the Property Rights area and terms and conditions relating to the Property Rights).

**7. Default**

- 7.1 Procedure. If a Party ("**Defaulting Party**") fails to comply with the terms and conditions of this Agreement, within ten (10) days of receiving written notice of such failure from the other Party ("**Non-Defaulting Party**"), the Defaulting Party and Non-Defaulting Party must meet and cooperate in good faith to expedite a solution of the breach. If no solution is reached and the failure continues for thirty (30) days after the meeting between the Defaulting Party and Non-Defaulting Party (or after this meeting was scheduled to occur), then the Non-Defaulting Party is entitled to declare the Defaulting Party in default and is entitled to all remedies authorized by law, with the exception that Utility's failure to achieve any scheduled date that is dependent on Applicant's or a third-party's performance is not an event of default.
- 7.2 Notice to Utility's Legal Department. In addition to sending written notice to Utility's Project Coordinator and to the Utility department identified in Section 13.2, Applicant must also send a copy of any notice required under Section 7 to Utility's Legal Department at the address specified in the "Notices" Section of the Agreement.

**8. Confidentiality**

- 8.1 Exchanging Information. Utility might provide Applicant with information to be used in complying with the Agreement. Some or all of this information, including, but not limited to, oral information, documents, supplier information, files, drawings, and data, might be confidential.

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- 8.2 Labeling Information Confidential. If Utility wants information to be treated as confidential, Utility must label the written information as "CONFIDENTIAL" or inform Applicant that non-written information requires confidential treatment ("**Confidential Information**").
- 8.3 Protection of Confidential Information.
- (A) Applicant's Obligation to Keep Information Strictly Confidential and Not Disclose It. Applicant must keep the Confidential Information strictly confidential and in a secure location. Applicant must also keep any discussion regarding Confidential Information strictly confidential. Applicant must not disclose any Confidential Information or a discussion regarding Confidential Information to any Person except as expressly provided in this "Confidentiality" Section or as otherwise approved in writing in advance by Utility.
- (B) Additional Protection of Information. If Utility has failed to label or advise Applicant that certain information requires protection, the restrictions and limitations in this "Confidentiality" Section will also apply to the receipt of non-public information that Applicant should reasonably recognize as being confidential. But Applicant will not be in breach of its obligations under this "Confidentiality" Section if it reasonably fails to recognize as confidential any information Utility failed to label, or advise Applicant is, confidential.
- (C) Transmitting Information. If Applicant transmits any Confidential Information electronically or discusses the Confidential Information in an email, it must encrypt the email and all attachments to it and insert "[CONFIDENTIAL]" as the first word in the subject line of the email.
- 8.4 Return or Destruction of Confidential Information. Upon Utility's request, Applicant must promptly either return to Utility, or certify the destruction of, all Confidential Information that Applicant received, together with all copies, excerpts, notes and documents derived or generated from the Confidential Information.
- 8.5 Sharing Confidential Information. Applicant may disclose Confidential Information to its Affiliates, attorneys, consultants, contractors and subcontractors (individually, "**Other Party**" and collectively, "**Other Parties**"); provided, however, that (A) Utility approves disclosure to the Other Party in writing in advance and (B) the Other Party signs (and delivers to Utility) an agreement in a form acceptable to Utility in which the Other Party agrees (1) to be bound by the terms of this "Confidentiality" Section, (2) to submit to the jurisdiction of the District Court, Washoe County, Nevada, or any Nevada court in Washoe County with jurisdiction in or over that matter, for purposes of enforcement of that agreement and this "Confidentiality" Section, and any ancillary proceedings regarding interpretation, enforcement or effect of those agreements and (3) to such other terms and conditions Utility may reasonably require. Utility reserves the right to refuse to approve or agree to the disclosure of Confidential Information to any Person.
- 8.6 Request for Confidential Information Through Legal Process. Notwithstanding anything to the contrary in this "Confidentiality" Section, if Applicant is requested by a third party or might be legally compelled to disclose any Confidential Information, to disclose excerpts, notes or documents derived or generated from the Confidential Information, or to disclose discussions regarding the Confidential Information, it must provide Utility with immediate written notice after Applicant learns that a disclosure is requested or may be compelled, so that Utility may seek a protective order, injunction, or any other remedy. The written notice must identify with particularity the Confidential Information that is the subject of the request or for which disclosure may be compelled. If a protective order, injunction, or other remedy is not obtained, Applicant will furnish only that portion of the Confidential Information that Applicant is legally required to disclose. Applicant will cooperate with Utility's counsel, at Applicant's Total Cost, if Utility seeks to obtain a protective order, injunction, or other remedy or other reliable assurance that confidential treatment will be accorded the Confidential Information.



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- 8.7 Rights and Limitations. Utility does not grant any right or license, by implication or otherwise, to Applicant as a result of Utility's disclosure or discussion of Confidential Information. Utility makes no representation or warranties regarding the accuracy or completeness of this information. Applicant expressly recognizes that this information is provided "AS IS, with all faults" and Utility makes NO WARRANTIES, EXPRESS OR IMPLIED STATUTORY OR OTHERWISE, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES.

### 9. Force Majeure

- 9.1 Notice of Force Majeure Event. If a Force Majeure Event occurs or is anticipated, the affected Party must promptly notify the other Party in writing of the Force Majeure Event. This notice must include a description, cause and estimated duration of the Force Majeure Event. Regardless of the cause, Applicant's failure or inability to pay some or all of the Total Costs is not a Force Majeure Event.
- 9.2 Duty to Mitigate Effects of Delay. The affected Party must exercise Commercially Reasonable Efforts to shorten, avoid, and mitigate the effects of the Force Majeure Event.
- 9.3 Notice of Resumption of Performance. The affected Party must promptly notify the other Party in writing when the Force Majeure Event has ended and when performance will resume.
- 9.4 Liability; Termination Option. Utility is not liable to Applicant for Total Costs incurred as a result of any delay or failure to perform as a result of a Force Majeure Event. In accordance with Rule 9, Section A. 27.c.4 and with prior written notice to Applicant, Utility may terminate the Agreement without liability to Applicant provided Utility, in consultation with Applicant, first determines the Force Majeure Event renders Project performance impossible or impractical.
- 9.5 Notice to Utility's Legal Department. In addition to sending notices required under this "Force Majeure" Section to the Project Coordinator, Applicant must also send a copy of all required notices to Utility's Legal Department at the address specified in the "Notices" Section of this Agreement.

### 10. Representations

- 10.1 No Pending Actions, Suits or Proceedings. Applicant represents that to its knowledge as of the date of this Agreement, there are no actions, suits or proceedings pending or threatened against Applicant in any court or before any administrative agency that would prevent its performance under this Agreement.
- 10.2 Authority. Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery of it, and the performance contemplated in it. The individuals executing this Agreement state and acknowledge that they are authorized and empowered to do so on behalf of the Party so designated.

### 11. Miscellaneous Provisions

- 11.1 Indemnity. Applicant will indemnify and hold harmless Utility and all of its affiliates and all of their respective directors, officers, employees, representatives and agents (collectively, "**Indemnified Parties**") from and against any and all thirdparty claims, demands and lawsuits, including those for personal injury, death and property damage, against one or more Indemnified Parties (and all associated judgments, damages, losses, liabilities, fines, penalties and attorney's fees and expenses) based in whole or in part on (1) any violation or breach of any Property Rights for the Project or any

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agreements or instruments creating or evidencing any Property Rights for the Project (collectively, "**Property Rights Documents**") by Applicant or any of its contractors or any of their respective subcontractors, directors, officers, employees, representatives or agents ("**Responsible Parties**"); (2) any requirement of or obligation imposed by any Property Rights or Property Rights Documents in connection with any Rule 9, Section A.12.a improvements or other work performed by one or more Responsible Parties in connection with this Agreement (the "**Work**"); or (3) any violation of applicable Law or of a Permit by one or more Responsible Parties in connection with the Work (all of the foregoing being collectively, "**Indemnified Claims**"). Additionally, at Utility's election, Applicant will defend an Indemnified Party(ies) against Indemnified Claims. This indemnity will be effective regardless of any negligence (whether active, passive, derivative, joint, concurrent or comparative) on the part of the Indemnified Parties. Applicant expressly waives all immunity given to Applicant under the workers' compensation or other employee benefits Laws of any state or jurisdiction that conflict with Applicant's obligations under this Section.

- 11.2 Utility's Tariff Schedules; Commission. This Agreement is made by the Parties pursuant to Utility's Tariff Schedules. Those Tariff Schedules apply to this Agreement, are binding on the Parties and supersede any portion of this Agreement should a conflict arise. However, Rule 9 is the version in effect on the Effective Date unless otherwise specified. Notwithstanding Section 11.10, this Agreement is, at all times, subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its jurisdiction. This Section survives default, expiration, or termination of this Agreement or excuse of performance.
- 11.3 Integration. This Agreement, together with documents executed with the same formality as this Agreement, represent the entire and integrated agreement between Utility and Applicant and supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.
- 11.4 Assignment. This Agreement is binding upon the successors and assigns of Applicant effective upon receipt of written consent of Utility, such consent not to be unreasonably withheld. However, no assignment is effective until after the requirements in Rule 9, Section A.19 are complied with, including but not limited to (A) Applicant's successor or assignee agrees in writing to assume all obligations and liabilities under this Agreement and (B) Applicant (in Utility's discretion) agrees in writing to continuing liability in connection with certain obligations.
- 11.5 Limitation of Damages. Notwithstanding anything to the contrary, Utility is not liable to Applicant for any consequential, indirect, exemplary or incidental damages, including but not limited to damages based upon delay, lost revenues or profits. This Section survives default, expiration, or termination of this Agreement or excuse of performance.
- 11.6 Choice of Law and Venue. This Agreement is governed by and will be construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of law provisions. All actions that are beyond the scope of the Commission's jurisdiction must be initiated in the courts of Washoe County, Nevada or the federal district court with jurisdiction over Washoe County, Nevada. The Parties agree they will not initiate an action against each other in any other jurisdiction.
- 11.7 No Waiver. The failure of either Party to enforce any of the provisions of this Agreement at any time, or to require performance by the other Party of any of the provisions of this Agreement at any time, will not be a waiver of any provisions, nor in any way affect the validity of this Agreement, or the right of any Party to enforce each and every provision.
- 11.8 Independent Contractor. Neither Applicant nor Utility is, nor will they be deemed to be, for any purpose, the agent, representative, contractor, subcontractor or employee of the other by reason of this Agreement. Nothing in this Agreement or any contract or subcontract by Applicant will create any contractual relationship between Applicant's employee, agent, contractor or subcontractor and Utility.



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- 11.9 Interpretation. Each Party to this Agreement acknowledges that it has carefully reviewed this Agreement and that each fully understands and has participated in drafting its provisions, and, accordingly, the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party are not to be employed or used in any interpretation of this Agreement.
- 11.10 Amendments. Any changes, modifications, or amendments to this Agreement are not enforceable unless consented to in writing by the Parties and executed with the same formality as this Agreement.
- 11.11 No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any Person not a party to this Agreement, such as a Party's contractors, any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.
- 11.12 Remedies. All rights and remedies of a Party provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to a Party at law, in equity, or otherwise.
- 11.13 Headings; Exhibits; Cross References. The headings or section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement. All exhibits attached to this Agreement are incorporated into this Agreement by reference. All references in this Agreement to Sections, Subsections, and Exhibits are to Sections, Subsections, and Exhibits of or to this Agreement, unless otherwise specified. And, unless the context otherwise requires, the singular includes the plural and the plural includes the singular and the neuter includes feminine and masculine.
- 11.14 Discretion. Reference in this Agreement to the "discretion" of a Party means the Party's sole and absolute discretion. Such discretion is not subject to any external standard, including but not limited to any standard of custom or reasonableness.
- 11.15 Severability. If any portion or provision of this Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of this Agreement void, the other portions or provisions of this Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from this Agreement, and the balance of this Agreement will be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend the Agreement to replace any stricken portion or provision with a valid provision that comes as close as possible to the intent of the stricken portion or provision.
- 11.16 Counterparts. The Parties may execute this Agreement in counterparts. Each of these counterparts, when signed and delivered, is deemed an original and, taken together, constitutes one and the same instrument. A facsimile or email copy of a signature has the same legal effect as an originally-drawn signature.
- 11.17 Performance of Acts on Business Days. Any reference in this Agreement to time of day refers to local time in Nevada. All references to days in this Agreement refer to calendar days, unless stated otherwise. Any reference in this Agreement to a "business day" refers to a day that is not a Saturday, Sunday or legal holiday (or observed as a legal holiday) for Nevada state governmental offices under the Nevada Revised Statutes. If the final date for payment of any amount or performance of any act required by this Agreement falls on a Saturday, Sunday or legal holiday, that payment is required to be made or act is required to be performed on the next business day.
- 11.18 [INTENTIONALLY OMITTED]



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- 11.19 Jury Trial Waiver. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

**12. Term and Termination**

- 12.1 Term of Agreement. This Agreement is effective on the Effective Date and will continue for a term of five (5) years unless terminated earlier under this Agreement.
- 12.2 Termination of Project by Applicant or Mutual Agreement. Applicant may terminate the Project with prior written notice to Utility. If Applicant terminates the Project, this Agreement will terminate thirty (30) days after Utility receives that termination notice. If the Parties mutually agree to terminate the Project, Utility will document that in a writing sent by Utility to Applicant; and, this Agreement will terminate thirty (30) days thereafter.
- 12.3 Termination of Project by Utility. Utility may terminate the Project in accordance with Rule 9, Section A.27.c. If Utility terminates the Project under Rule 9, Section A.27.c(2) or Rule 9, Section A.27(c)(3), this Agreement will terminate thirty (30) days after Utility provides Applicant with written confirmation that Utility met and conferred with Applicant, or made Commercially Reasonable Efforts to do so.
- 12.4 Surviving Obligations. Any default or termination of this Agreement or excuse of performance for a Force Majeure Event or otherwise does not release Applicant from any liability or obligation to Utility for:
- (A) Obligations under Section 4.3;
  - (B) Obligations under Section 4.4;
  - (C) Obligations under Section 4.7;
  - (D) Obligations under Section 5;
  - (E) Obligations under Section 6;
  - (F) Obligations under Section 8;
  - (G) Obligations that arise under Section 11.1; and
  - (H) Paying the Total Costs associated with this Agreement incurred before default or termination or excuse of performance and paying Total Costs that result from default, termination or excuse of performance.

The provisions of Section 4.5, Section 4.6, Section 11.2, Section 11.5, Section 11.6, Section 11.19 and Section 13 continue to apply to this Section.

**13. Notices**

- 13.1 Method of Delivery; Contacts. Each notice, consent, request, or other communication required or permitted under the Agreement must be in writing, delivered personally, sent by electronic mail or sent by certified mail (postage prepaid, return receipt requested) or by a recognized international courier, and addressed to the Party's Project Coordinator's as follows:



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Utility:

NV Energy  
Fuller, Luke (NV Energy)  
Physical Address: 1 Ohm Place, Reno, NV 89502  
Mailing Address: P.O. Box 10100, Mail Code: R77CSE, Reno, NV 89520  
Telephone No.: (775)834-7227  
Email Address: Luke.Fuller@nvenergy.com

Applicant:

Storey County  
Jason Wierzbicki  
Physical Address: P.O. Box 435, Virginia City, NV 89440  
Mailing Address: P.O. Box 435, Virginia City, NV 89440  
Telephone No.: 775-847-0958  
Email Address: jwierzbicki@storeycounty.org

- 13.2 Additional Notice to Utility. For any notice given by Applicant to Utility under Section 7, Section 8.6, Section 9, Section 12.2, Rule 9, Section A.28, Rule 9, Section A.32.b, Rule 9, Section A.32.d, to review certain CIAC True-up Support or to review certain Total Cost True-up Support, Applicant must also send a copy to:

NV Energy  
Attn.: Rule 9 Contract Administration  
7155 Lindell Rd M/S B90SD  
Las Vegas, NV 89118  
Email Address: Rule9department@nvenergy.com

- 13.3 Notice to Utility's Legal Department. For any notice given by Applicant to Utility under Section 7, Section 8.6, Section 9, Section 12.2 or Rule 9, Section A.28, Applicant must also send a copy to Utility's Legal Department. Notwithstanding Section 13.1, this notice is not effective if provided through electronic mail and may only be delivered to the following address:

NV Energy  
Attn: Legal Department  
6226 West Sahara Avenue, M/S 3A  
Las Vegas, Nevada 89146

- 13.4 Receipt of Notice; Change of Information. Each notice, consent, request, or other communication required or permitted under this Agreement is deemed to have been received by the Party to whom it was addressed (A) when delivered if delivered personally; (B) on the third business day after the date of mailing if mailed by certified mail; (C) on the date the Party sends the electronic mail provided that Party does not receive a failed delivery notification; or (D) on the date officially recorded as delivered according to the record of delivery if delivered by courier. Each Party may change its Project Coordinator or contact information for purposes of the Agreement by giving written notice to the other Party in the manner set forth above.

**14. Definitions**

- 14.1 Terms Defined in Rule 1. As used in this Agreement, the following capitalized terms have the meanings ascribed to them in Rule 1: Commission; Contribution in Aid of Construction ("**CIAC**"); Customer; Maximum Demand; Line Extension; Service; Standards.



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- 14.2 Terms Defined in Rule 9. As used in this Agreement, the following capitalized terms have the meanings ascribed to them in Rule 9: Advance; Advance Subject to Potential Refund; Affiliate; Allowance True-up; Alteration of Existing Facilities; Commercially Reasonable Efforts; Construction Complete; Contingent Facilities; Estimated Total Costs; Maximum Allowance; Person; Project; Property Rights; Proportionate Share Allocation; Refund; Tax Gross-up; Total Costs; Total Cost True-up; Total Cost True-up Support; Up-front Allowance.
- 14.3 Additional Definitions. In addition to the terms defined elsewhere in this Agreement, as used in this Agreement, the capitalized terms below will have the following definitions:
- (A) Acceptance: Utility's written acknowledgement that a particular component of applicable drawings or work is, to the best of its knowledge, compliant with applicable Utility Standards.
  - (B) Betterment: Any deviation or upgrade to the Project made primarily for the benefit of and at a Party's voluntary election that involves:
    - (1) Facilities in excess of the Minimum Requirements necessary to meet the Applicant's requirements for Service or Utility's requirements for an Alteration of Existing Facilities; or
    - (2) An alternate route for the facilities as set forth in Rule 9, Section A.5.
  - (C) Development: Applicant's project for which Applicant has requested that Utility prepare the Design for new Service and/or an Alteration of Existing Facilities.
  - (D) Effective Date: The date this Agreement is last signed below.
  - (E) Electric System: Utility's underground and/or above-ground communication facilities and electric line systems for the distribution and transmission of electricity.
  - (F) Force Majeure Event: An event or condition that is beyond the affected Party's control, occurs without the fault or negligence of the affected Party and renders Project performance impossible or impractical. Force Majeure may include, but is not limited to, government agency orders, war, riots, acts of terrorism, civil insurrection, fires, floods, earthquakes, epidemics, weather, strikes, lock-outs, work stoppages and other labor difficulties.
  - (G) Law: Any federal, state, or local code, ordinance, rule, statute, enactment, regulation, or order. Any specific reference to a Law in this Agreement refers to the Law as amended from time to time unless otherwise specified.
  - (H) Permit: Any applicable approval, permit, consent, waiver, exemption, variance, franchise, order, authorization, right, action, or license required from any federal, state, or local governmental authority, agency, court or other governmental body having jurisdiction over the matter in question which is necessary for the Parties to perform their obligations under this Agreement and under the applicable Laws. Any specific reference to a Permit in this Agreement refers to the Permit as amended from time to time unless otherwise specified.
  - (I) Project Coordinator: The individual with authority to act on behalf of Utility or Applicant for purposes of the Agreement, as identified in Section 13.1.
  - (J) Project ID or PID: The identification number Utility assigns to a Project.
  - (K) Property: The premise(s) owned or controlled by Applicant commonly known as 2610 Cartwright and further described as being within Assessor's Parcel Number(s) (APN(s)) 00304101, 00304102



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- (L) Rule 1: Utility's Electric Service Rule No. 1, Definitions. Rule 1 is part of the Tariff Schedules.
- (M) Rule 9: Utility's Electric Service Rule No. 9, Electric Line Extensions. Rule 9 is part of the Tariff Schedules.
- (N) Tariff Schedules: The entire body of effective rates, charges, and rules, collectively, of Utility as set forth in its rate schedules and rules for electric Customers, as those rates, charges, and rules are amended from time to time.

*[signature page follows]*



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**UTILITY:**

Sierra Pacific Power Company d/b/a NV Energy

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPLICANT:**

Storey County

By: \_\_\_\_\_  
*Signature*

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



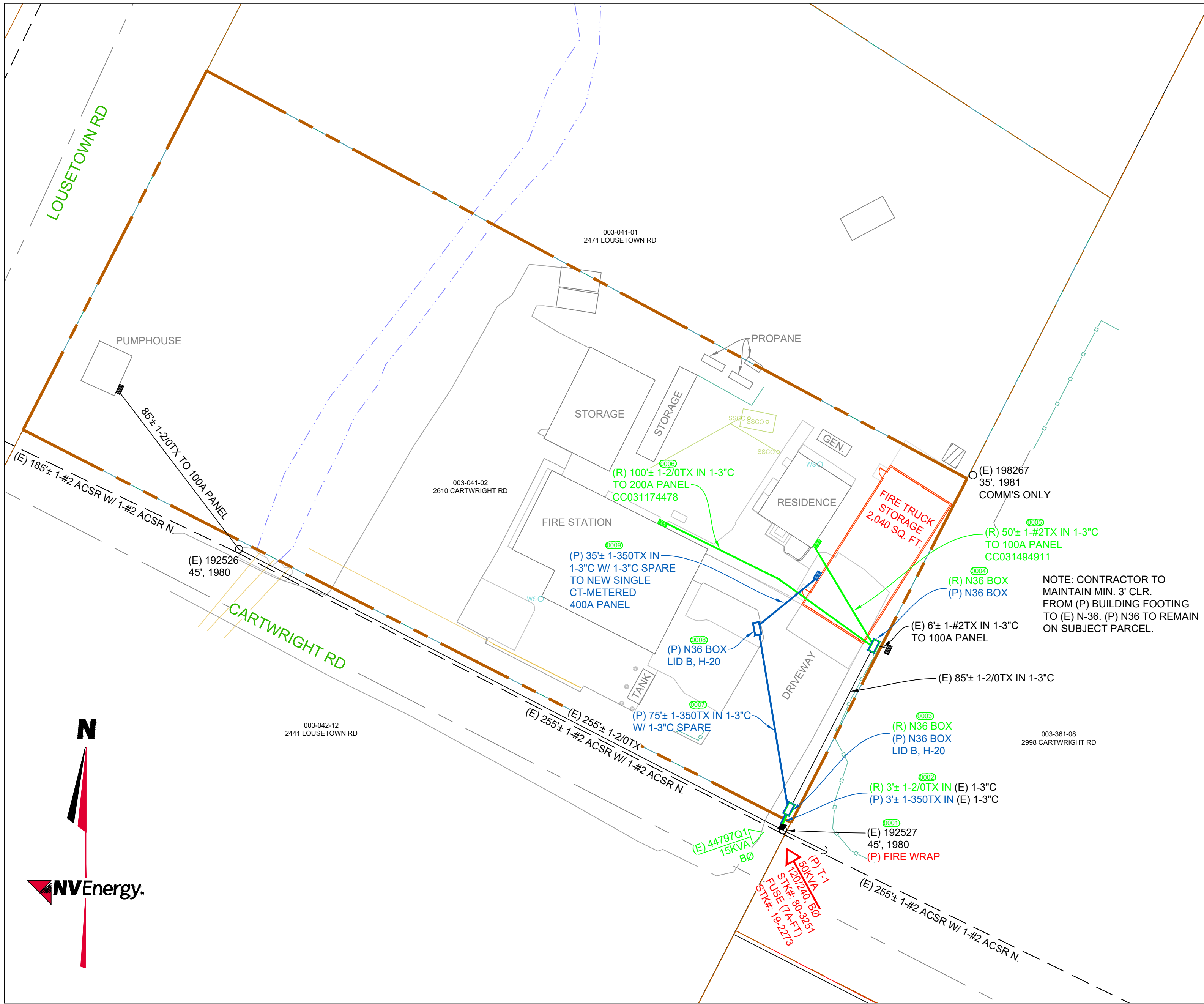
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**Exhibit A**  
**Design**

[Attached]





OUTAGE REQUIRED



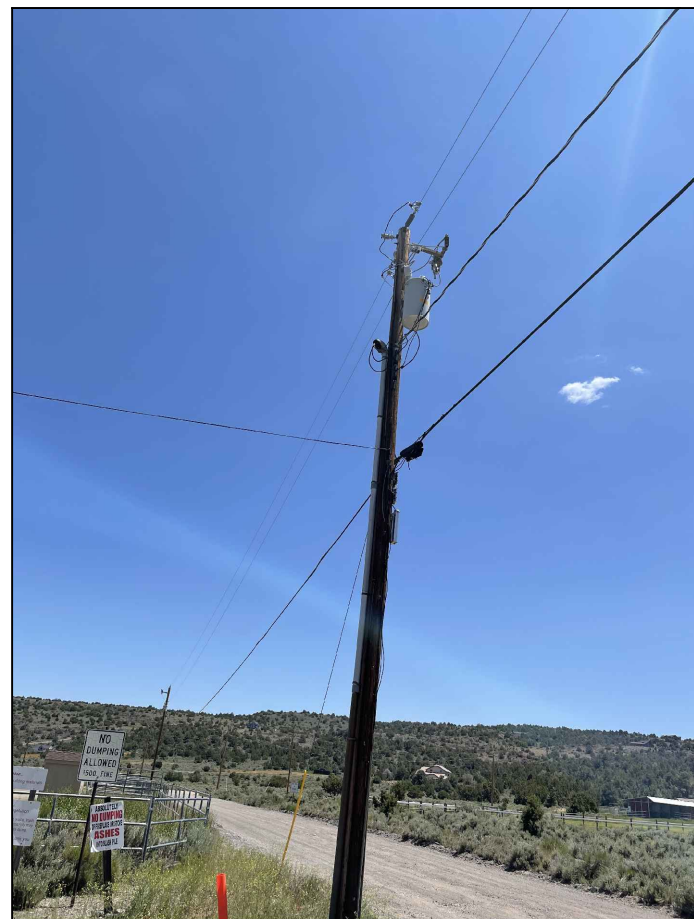
THIS PROJECT IS LOCATED WITHIN A TIER 2 FIRE AREA AND A WILDLAND URBAN INTERFACE (WUI) AREA

PANEL SPECIFICATION SUBMITTALS REQUIRED

NV ENERGY APPROVED PLANS SHALL BE ON SITE DURING CONSTRUCTION AND INSPECTION

ANY PERSON WHO POSSESSES AND INTENDS TO USE ANY SUCH AUXILIARY GENERATOR OR STANDBY POWER SOURCE ON AN ELECTRICAL SYSTEM NORMALLY SUPPLIED BY NVE, MUST NOTIFY THE APPROPRIATE NVE DISTRICT OFFICE OF THE UNIT'S INSTALLATION, LOCATION, AND HOW IT IS INTENDED TO BE USED AND OPERATED. SEE NVE VOL. 17, RM0001M FOR SUMMARY OF REQUIREMENTS.

NV ENERGY BETTERMENT ITEMS TO INCLUDE:  
(R) 2 - N36 BOXES (STATIONS 0003 & 0004)  
(P) 2 - N36 BOXES (STATIONS 0003 & 0004)



POLE 192527



N36 BOX (STATION 0004)  
TO BE REPLACED ON  
BETTERMENT



N36 BOX (STATION 0003)  
TO BE REPLACED ON  
BETTERMENT

NV ENERGY TO FURNISH AND/OR INSTALL:

- APPROX. 78 CKT. FT. 10 U/G SECONDARY BUSS C/O 1-350 TX, IN 3' EXISTING 1-3°C AND 75' NEW 1-3°C (WITH 1-3°C SPARE - COMMERCIAL ONLY) (CONDUIT BY APPLICANT).
- APPROX. 35 CKT. FT. U/G SERVICE CABLE TO 1 - 400 AMP PANEL C/O 1-350 TX IN 1-3°C (WITH 1-3°C SPARE - COMMERCIAL ONLY) (CONDUIT BY APPLICANT).
- 1 - 17"x30" H-10 CONCRETE SERVICE/SECONDARY BOX AND LID (NON TRAFFIC AND INCIDENTAL RATED BOX) (SEE VB0052U)
- 1 - 17"x30" H-20 TRAFFIC RATED SECONDARY BOX AND LID (SEE VB0057M)
- 1 - 10 50 KVA O/H TRANSFORMER, 14.4/24.9KV GDY, 120/240V, STK.# 80-3251.

NV ENERGY TO REMOVE:

- 1 - 10 15 KVA O/H TRANSFORMER, 14.4/24.9KV GDY, 120/240V, STK.# 80-3101.
- APPROX. 3 CKT. FT. 10 U/G SECONDARY BUSS C/O 1-2/0 TX.
- APPROX. 100 CKT. FT. 10 U/G SERVICE CABLE C/O 1-2/0 TX.
- APPROX. 50 CKT. FT. 10 U/G SERVICE CABLE C/O 1-#2 TX.
- 2 - 17"x30" H-10 CONCRETE SERVICE/SECONDARY BOXES AND LIDS.
- APPLICANT TO CONTACT AT&T REGARDING ALTERATION OR REMOVAL OF AT&T'S FACILITIES.

APPLICANT TO FURNISH AND/OR INSTALL:

- 1 - 17"x30" H-20 TRAFFIC RATED SECONDARY BOX AND LID (SEE VB0057M)
- PROPOSED APPROX. 150 FT. 3" PVC SECONDARY CONDUIT.
- PROPOSED APPROX. 70 FT. 3" PVC SERVICE CONDUIT.
- (ABOVE FOOTAGE DOES NOT INCLUDE SWEEPS OR RISERS FOR SECONDARY BOXES, TRANSFORMERS, JUNCTION ENCLOSURES, ETC.)
- APPLICANT IS RESPONSIBLE FOR MANDRELLING CONDUIT AND INSTALLING A PULL LINE THAT MEETS OR EXCEEDS THE FOLLOWING REQUIREMENTS:
  - THE PULL LINE WILL BE OF A FLAT DESIGN
  - SHALL HAVE A MINIMUM BREAKING STRENGTH OF 400 LBS.
  - WILL HAVE SEQUENTIAL FOOTAGE MARKINGS
  - EXAMPLES OF PULL LINES THAT MEET THESE REQUIREMENTS (NVE. STK.#95-7305)
    - NEPTCO "MULE TAPE" (W9400P)
    - CONDUX INTERNATIONAL (08096203)
    - SEE NVE VOLUME 17, SECTION 4-CD0001U.
- ALL SECONDARY CONDUIT TO BE 3" MINIMUM.
- ALL SERVICE CONDUIT TO BE 3" MINIMUM.
- ALL CONDUIT TO BE A MINIMUM DB120 PVC GRAY BELOW GROUND.
- NOTE: ALL CONDUIT INSTALLATIONS BENEATH FOUNDATION AND SLABS TO BE RIGID STEEL OR CONCRETE ENCASED PER NVE STDS. CD0003U.
- ALL TRENCHING AND BACKFILL PER APPLICABLE NVE. STDS. TE0001, TE0003, TE0004 AND TE0020.
- ALL STAKING REQUIREMENTS PER NVE. STD. G0001U/G/W AND G0002U.
- ALL STREET CUT PERMITS AND PAVEMENT CUTTING AND REPLACEMENT AS REQUIRED.
- RETAINING WALL REQUIREMENTS PER NVE. STD. TE0040U.
- BEFORE INSTALLATION OF THE UTILITY FACILITIES AND IF NO PUBLIC UTILITY EASEMENTS EXIST, THE OWNER OF RECORD SHALL SIGN APPROPRIATE EASEMENT DOCUMENTS.
- ALL SERVICE CONDUITS TO BE STUBBED 10' MINIMUM FROM TRANSFORMER PADS AND SECONDARY BOXES AT THE SAME TIME AS MAIN LINE INSTALLED PER NVE STDS VOLUME 17. (TE0020U)

GENERAL COMMENTS:

- CALL NVE INSPECTION REQUEST LINE (775)834-7520 48 HOURS PRIOR TO START OF ALL OVERHEAD OR UNDERGROUND CONSTRUCTION. (INCLUDE PROJECT NUMBER, NAME AND PHONE NUMBER, AND TYPE OF INSPECTION REQUIRED)
- METER PANELS ARE TO BE LABELED IN ACCORDANCE WITH NVE STD. GM0001M SEC. 5.3
- VAULTS, TRANSFORMERS AND SECONDARY BOXES WILL HAVE MINIMUM 3' FLAT AND CLEAR ON ALL FOUR SIDES, 10' CLEAR IN FRONT OF TRANSFORMERS.
- PADMOUNT EQUIPMENT MUST MEET REQUIRED LOCATIONS/CLEARANCES PER NVE. STD. PE0010U
- EQUIPMENT BARRIER POSTS MAY BE REQUIRED PER NVE. STD. PE0009U.
- RETAINING WALLS MAY BE REQUIRED FOR ANY SLOPES GREATER THAN 15% PER NVE. STD. TE0040U.
- ALL SECONDARY BOXES AND PRIMARY VAULTS SHALL BE TO FINISH GRADE.
- ALL MATERIAL SHALL BE ON THE JOB SITE PRIOR TO THE START OF ANY WORK BY NVE.
- REFER TO NVE. STDS. C00001M FOR FURTHER CLARIFICATION OF DETAILS.
- COMPACTION TESTS REQUIRED PER NVE. STD. SUB01X.
- NO TREE SHALL BE PLANTED UNDER OR ADJACENT TO ENERGIZED POWER LINES WHICH, AT MATURITY, SHALL GROW WITHIN 10 FEET OF THE ENERGIZED CONDUCTORS. NOR SHALL ANY PERMANENT STRUCTURE, FENCE, SHRUB OR TREE BE PLANTED CLOSER THAN 10 FEET IN FRONT AND 3 FEET FROM ALL OTHER SIDES OF A PAD MOUNTED TRANSFORMER.
- THESE DRAWINGS ARE BASED ON CIVIL PLANS DATED: 04/08/2022
- NOTE: DEVELOPER IS RESPONSIBLE FOR ADHERENCE TO NV ENERGY GAS AND ELECTRIC STANDARDS. CONSTRUCTION STANDARDS CAN BE FOUND ON-LINE AT THE FOLLOWING WEB SITE: <https://www.nvenergy.com/business/building-and-new-construction-north>
- APPLICANT SHALL BE RESPONSIBLE FOR PROTECTING GAS VALVES, ELECTRIC CABLES, DUCTS, AND OTHER STRUCTURES FROM SUPERIMPOSED LOADING CREATED BY CONSTRUCTION EQUIPMENT OR OTHERWISE. APPLICANT SHALL REPAIR OR PAY FOR ANY DAMAGE DONE TO ABOVE EQUIPMENT TO MEET NVE'S INSPECTOR APPROVAL. NVE STD. VOL. 17 RU0005U
- THIS MAP ILLUSTRATES DATA COLLECTED FROM VARIOUS SOURCES AND MAY NOT REPRESENT A SURVEY OF THE PREMISES. NO RESPONSIBILITY IS ASSUMED AS TO THE SUFFICIENCY OR ACCURACY OF THE DATA DISPLAYED HEREON.
- ALL WORK SHALL BE ACCOMPLISHED IN STRICT ACCORDANCE WITH THE SPECIFICATIONS SET FORTH IN THE ELECTRIC DISTRIBUTION GUIDE, VOL. 17 AS CURRENTLY ADOPTED BY NVE. THE CONTRACTOR SHALL SECURE COPIES OF THE AFOREMENTIONED CONSTRUCTION SPECIFICATIONS ON HIS OR HER OWN BEHALF.
- USE CAUTION! PRIOR TO EXCAVATION, CHECK TO ENSURE ADDITIONAL DEPTH IS NOT REQUIRED TO ACCOMMODATE GAS AND/OR WATER FACILITIES.

SYMBOLS ARE NOT TO SCALE AND DO NOT NECESSARILY REPRESENT ACTUAL LOCATIONS OF FACILITIES.

DO NOT OPEN NV ENERGY EQUIPMENT. NV ENERGY EQUIPMENT TO BE OPENED BY QUALIFIED NV ENERGY EMPLOYEES ONLY.

METER PANEL ADDRESS TAG MUST COMPLY WITH NVE STD. GM0001M SECTION 5.3

MANUFACTURED FREESTANDING OUTDOOR SWITCHBOARD TO BE PLACED ON HOUSE KEEPING PAD PER VOL 17 STD. SB0001M

15' OSHA 1910.269 WORKING CLEARANCE FOR UN-QUALIFIED ELECTRICAL WORKERS MUST BE MET DURING CONSTRUCTION OF THE PROJECT.

DRAWING	DESIGNED BY	DATE
BASE	Fuller, Luke	06/26/2023
ELECTRIC	Fuller, Luke	06/30/2023
GAS		

REVIEWED BY:			
Utility Designer	Engineer	Design Administrator	Design Facilitator
LF	CA	PF	
		JUL 07 2023	

NO.	REVISION	DESCRIPTIONS	DATE	DI
1				
2				
3				
4				
5				
6				
7				



<b>NV Energy</b>	P.O. Box 10100 R777CSE Reno, NV. 89520-0024
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NV ENERGY CONTACT INFORMATION:

COORDINATOR: FULLER, LUKE  
OFFICE: # (775)834-7227  
CELL: # (775) 240-6906  
FAX: #  
EMAIL: Luke.Fuller@nvenergy.com  
DESIGNER: FULLER, LUKE  
INSPECTION HOTLINE: # 775-834-7520

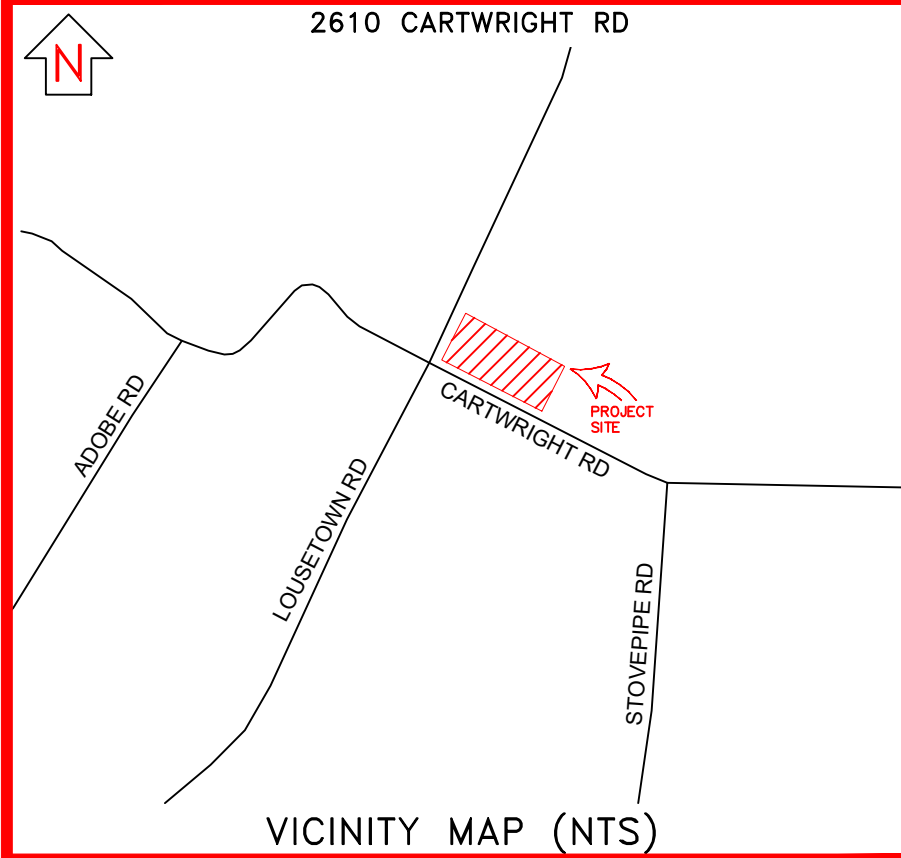
CUSTOMER CONTACT INFORMATION:

CUSTOMER: STOREY COUNTY  
ATTENTION: Jason Wierzbicki  
PHONE: # 775-847-0958  
FAX: #  
EMAIL: jwierzbicki@storeycounty.org  
CUST REP: # CECYLIA JAYNES  
PHONE: # 775-827-6111  
EMAIL: CJAYNES@LUMOSINC.COM

TOWNSHIP-RANGE-SECTION 1821-33	APN# 00304101, 00304102
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SOURCE INFORMATION:

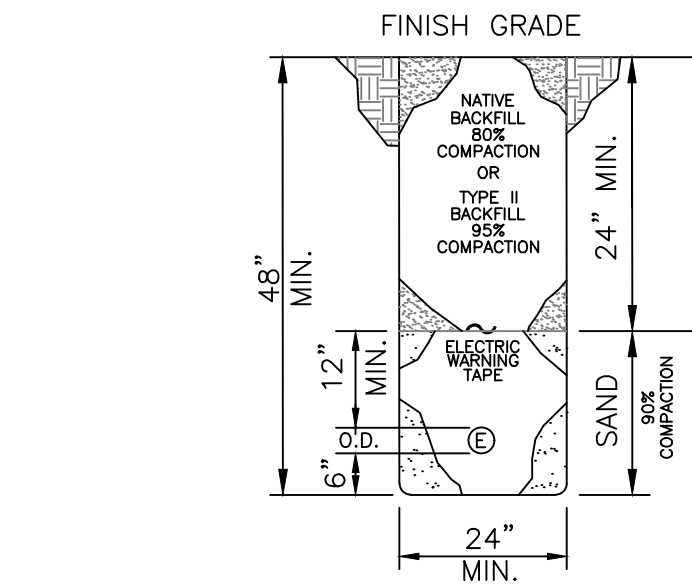
213  
25KV NORM OUT OF  
STEAMBOAT SUB



VICINITY MAP (NTS)

E-2610 CARTWRIGHT  
RD-FP-COMM-E-STOREY  
COUNTY

EXHIBIT "A" APPLICANT INSTALLED CONDUIT ELECTRIC DESIGN	AUD# : 3010897455	GAS# : ELEC# : 3010897455
SCALE: 1"=30'		
SHEET#: E1 of 1		



TYP. SEC/SVC  
TRENCH ELECTRIC  
ONLY

NTS

SEE NVE DETAILS SUB01X, TE001U, AND TE0003U FOR SPECIFIC NOTES AND ADDITIONAL REQUIREMENTS.



NVE ELEC. STANDARDS

NOTE:  
DEVELOPER IS RESPONSIBLE FOR ADHERENCE TO NVE GAS AND ELECTRIC STANDARDS. CONSTRUCTION STANDARDS CAN BE FOUND ON-LINE AT THE FOLLOWING WEB SITE:  
[www.nvenergy.com/business/building-and-new-construction-north](http://www.nvenergy.com/business/building-and-new-construction-north)





**RULE 9**  
**LINE EXTENSION AGREEMENT**

Project ID: 3010897455  
Project Title: E-2610 CARTWRIGHT RD-  
FP-COMM-E-STOREY  
COUNTY  
Agreement No.: 103411

**Exhibit B**  
**Cost Worksheet**

[Attached]





# Cost Worksheet ("Exhibit – B")

Project ID :	3010897455	Project Title :	E-2610 CARTWRIGHT RD-FP-COMM-E-STOREY COUNTY
Units :	1	kVA :	4
Estimate Version :	3	Estimate Request Number :	92484
Contract Type :		NVEnergy Contact :	Luke Fuller
Substation PID :			

Cost Estimate Summary				
	Total Cost Estimate	Applicant Minimum	Applicant Non-Refundable	NVEnergy Responsibility
Labor & Overhead	7,766.19	7,766.19	1,081.43	0.00
Material & Overhead	6,113.82	6,113.82	0.00	0.00
DCA	0.00	0.00	0.00	0.00
Substructure	0.00	0.00	0.00	0.00
Permits & Vouchers	0.00	0.00	0.00	0.00
Applicant Installed Costs	0.00	0.00	0.00	0.00
Contingency Cost	0.00	0.00	0.00	0.00
Total Amount	13,880.00	13,880.00	1,081.00	0.00

Advance Calculation					
Refundable		Non-Refundable		North Street Light Non Refundable	
		A		C	
Total Customer Minimum Cost Subject to Refund	12,799.00	Total Customer Minimum NonRefundable	108.00	Total Street Light Customer Min Non Refundable cost	0.00
Proportionate Share	0.00	(Subject to Salvage Credit & Not Subject to Excess Allowance)		(Subject to Salvage Credit & Not subject To Street Light Allowance)	
Proportionate Share Waived	0.00	Salvage/Scrap To be applied		Salvage/Scrap To be applied	
Refund Subject to Allowance & Excess Salvage	12,799.00	Excess Salvage Credit to be applied from B	0.00	Excess Salvage Credit to be applied from D	0.00
Excess Salvage Credit from A & B to be applied to Refundable	0.00	Applicant Non-Refundable Cost	108.00	Applicant Non-Refundable Cost	0.00
Initial Allowance	0.00	(Not Subject to Street Light Allowance After applying Salvage Credit)		(Not Subject to Street Light Allowance After applying Salvage Credit)	
Total Refundable	12,799.00	B		D	
		Total Customer Minimum NonRefundable	973.00	Street Light Applicant Non-Refundable Cost	0.00
		(Subject to Salvage Credit & Initial Allowance)		(Subject to Salvage Credit & Streetlight Allowance)	
		Salvage/Scrap To be applied	26.00	Salvage/Scrap To be applied	
		Excess Salvage Credit to be applied from A	0.00	Excess Salvage Credit to be applied from C	0.00
		Total Customer Minimum NonRefundable	947.00	Street Light Applicant Non Refundable Cost	0.00
		(Subject to Initial Allowance After applying Salvage Credit)		(Subject to Streetlight Allowance After applying Salvage Credit)	
		Excess Allowance	0.00	Streetlight Allowance	0.00
		Total Customer Minimum NonRefundable	947.00	Street Light Applicant Non Refundable Cost	0.00
		(After applying Excess Allowance and Salvage Credit)		(After applying Streetlight Allowance and Salvage Credit)	
		Total Non-Refundable	1,055.00		
		Removal Cost Without Salvage	973.00		
		Rule 9 Removal of Existing Facilities	947.00		
		Streetlight Removal of Existing Facilities	0.00		
		Rule9 TotalTaxable NonRefundable Cost	108.00		
		Streetlight Total Taxable NonRefundable Cost	0.00		
		Rule9 Total NonTaxable NonRefundable Cost	947.00		
		Streetlight Total NonTaxable	0.00		



# Cost Worksheet ("Exhibit – B")

## Advance Summary

Advance Subject to Refund		Current Tax Rate	12.20
Non-Taxable Advance	0.00	Total Non-Taxable	947.00
Taxable Advance	12,799.00	Total Taxable ( Less Tax )	12,907.00
Tax	1,561.00	Total Tax	1,822.00
Total Advance Subject to Refund	14,360.00	Total Contract Amount	15,676.00
		(subject to credits)	
Non-Refundable Advance			
Non-Taxable Advance	947.00		
Taxable Advance	108.00		
Tax	13.00	Customer Contributed facilities value	2,030.00
Substructures Tax	248.00		
Streetlight Non-Refundable Advance			
Street Light Non-Taxable Advance	0.00		
Street Light Taxable Advance:	0.00		
Street Light Tax	0.00	Street light Customer Contributed facilities	0.00
Street Light Substructures Tax	0.00		
Total Non-Refundable Advance	1,316.00		
Total Contract Amount	15,676.00		
(subject to credits)			
Applicant Installed Conduit Credit	0.00		
Streetlight Conduit Credit	0.00		
Applicant Installed Oversized Facilities Credit	0.00		
Applicant Installed Gas Mains Credit	0.00		
Applicant Installed Service	0.00		
Reimbursement Credit			
Utility Betterment Expenses			
Retention Percentage	0.00		
Applicant Credit	0.00		
Retention Amount	0.00		
Design Advance	3,000.00		
Total Applicant Advance/Credit	12,676.00		



**RULE 9**  
**LINE EXTENSION AGREEMENT**

Project ID: 3010897455  
Project Title: E-2610 CARTWRIGHT RD-  
FP-COMM-E-STOREY  
COUNTY  
Agreement No.: 103411

**Exhibit C**  
**Allowance Worksheet**

[Attached]

Project ID:3010897455Project Title : E-2610 CARTWRIGHT RD-FP-COMM-E-STOREY COUNTY

Substation PID:Short Life Years: N/A

Total Potential Future Refundable Including Tax

\$14,360.00

Total Proposed Rule 9 Allowance

\$0.00

\*Note: Total Proposed Rule 9 Allowance excludes Street Light Allowance

Initial Rule 9 Allowance

Existing Load	Switch Gear Location/building ID	Rate Schedule	Primary or Secondary Svc	Estimated Demand	Meter Unit/KVA	Build out Factor			Allowance Mtr/Unit/KVA	Allowance Multiplier Unit/Meter/KVA		Short Life Adjustment	Initial Allowance		
Yes	PER PLANS	D-1		1.00	UNIT	X	100.00%	=	1.00	X	\$3,075.00	X	N/A	=	-\$3,075.00
Yes	PER PLANS	GS-1 Secondary (<4kV-<50kW or <10000kWH)	Secondary	1.00	Meter	X	100.00%	=	1.00	X	\$6,423.00	X	N/A	=	-\$6,423.00
No	PER PLANS	GS-1 Secondary (<4kV-<50kW or <10000kWH)	Secondary	1.00	Meter	X	50.00%	=	1.00	X	\$6,423.00	X	N/A	=	\$6,423.00
														Initial Allowance	-\$3,075.00
														Total Initial Allowance Given	\$0.00

Potential Future Rule 9 Allowance

Existing Load	Switch Gear Location/building ID	Rate Schedule	Primary or Secondary Svc	Estimated Demand	Meter Unit/KVA		Build out Factor		Allowance Mtr/Unit/KVA		Allowance Multiplier Unit/Meter/KVA		Short Life Adjustment		Potential Future Allowance	
Yes	PER PLANS	D-1		1.00	UNIT	X	0.00%	=	0.00	X	\$3,075.00	X	N/A	=	\$0.00	
Yes	PER PLANS	GS-1 Secondary (<4kV-<50kW or <10000kWH)	Secondary	1.00	Meter	X	0.00%	=	0.00	X	\$6,423.00	X	N/A	=	\$0.00	
No	PER PLANS	GS-1 Secondary (<4kV-<50kW or <10000kWH)	Secondary	1.00	Meter	X	50.00%	=	0.00	X	\$6,423.00	X	N/A	=	\$0.00	
															Potential Future Allowance	\$0.00
															Less Credit From Initial Allowance	-\$3,075.00
															Total Potential Future Allowance	\$0.00

ELEPA: Estimated Line Extension Project Allowance

Initial Allowance

The credit for the Allowance that Utility provides Applicant on the Effective Date based on Applicant's representation and Utility's reasonable expectation that the supporting number of meters and/or Demand will be initiated within the 12-month period following the completion of construction of the line extension facilities. Initial Allowance = ELEPA x Build-Out Factor

Total Proposed Rule 9 Allowance \$

## Allowance Worksheet ("Exhibit – C")



The Potential Future Allowance will be granted up to the Estimated Refundable Subject to Allowance and Excess Amount from the Cost Worksheet attached to the Line Extension Agreement as Exhibit B.

### Total Potential Future Refundable Including Tax \$

The Total Potential Future Refundable Dollars, inclusive of any CIAC Advanced or tax advanced, for the Line Extension Agreement. This amount does not correlate to this Allowance Worksheet, it is shown to help the customer determine easily how much of their Advance could potentially be Refunded if all Allowance is meet, and/or there are sufficient Proportionate Share attachers to warrant a 100% refund of all Refundable Dollars Advanced as part of the Line Extension Agreement.

### Build-Out Factor

A multiplier established by Utility to determine the percentage of ELEPA that shall be applied as Initial Allowance in accordance with Rule 9, Section B.3. The multiplier varies by service type and rate class.



## Board of Storey County Commissioners Agenda Action Report

**Meeting date:** 8/1/2023 10:00 AM -  
**BOCC Meeting**

**Estimate of Time Required:** 15 min.

**Agenda Item Type:** Discussion/Possible Action

- **Title:** Discussion and possible consideration approving TRI Reimbursement Voucher #2, an infrastructure reimbursement voucher for certain rail improvements in the amount of \$781,101.26 to DP Operating Partners, L.P. in accordance with the Storey County/Tahoe-Reno Industrial Center development agreement.
- **Recommended motion:** I (commissioner) motion to approve TRI Reimbursement Voucher #2, an infrastructure reimbursement voucher for certain rail improvements in the amount of \$781,101.26 to DP Operating Partners, L.P. in accordance with the Storey County/Tahoe-Reno Industrial Center development agreement.
- **Prepared by:** Austin Osborne

**Department:**

**Contact Number:** 775.847.0968

- **Staff Summary:** Pursuant to the development agreement (February 2000) between Storey County, DP Operating Partners, L.P., (Dermody) and Tahoe-Reno Industrial Center, LLC, Dermody's owned entity, DP Operating Partnership, caused certain railroad improvements to occur at the Patrick Business Park (early phase of TRI-Center).
- The original voucher request submitted on or about May of 2009 was for \$1,896,894. Records show that \$781,101.26 of the total voucher request was approved by the Storey County Building Official, who was at that time assigned as the TRI-Center voucher administrator. The remainder of the voucher request was denied by the Building Official as not conforming to the development agreement reimbursement program for reasons shown in enclosed Exhibit B of this report.
- The records show that the Building Official advanced the pre-approved vouchers to the County Manager's office on or about 2016 to be placed on a board agenda for consideration. The vouchers, however, were never placed on an agenda or considered by the board.
- Section 6.7 of the TRI-Center development agreement states that the cost of infrastructure acquisition, and the cost of railroad facilities specified in Subsection 6.5(c), shall be paid through reimbursement by the county to the developer under the "Reimbursement Obligation" pursuant to the agreement Capital Improvement Plan (p.16).
- Following a review of records related to the subject voucher request, staff recommends that the board considers approving \$781,101.26 of the requested \$1,896,894 for reimbursement to Dermody, and that the remainder – \$1,115,792.74 – be denied for



current and future consideration as not conforming to the development agreement reimbursement requirements.

- **Supporting Materials:** See attached

- **Fiscal Impact:** See enclosure

- **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

Design Standards Handbook and the Existing Rules, which plans and specifications shall be consistent with this Agreement and the Existing Development Approvals; and (iii) the CIP (if applicable). Unless otherwise set forth in this Agreement or in an agreement approved by County under Section 4.2 above or pursuant to Section 6.6 below, all of the Project Private Infrastructure shall be constructed at the sole cost and expense of Developer, and shall not be dedicated to or maintained by the County. The following shall be defined as Project Private Infrastructure:

- (a) All community water and sewer facilities, which shall be dedicated to Company pursuant to the Company Rules;
- (b) All gas, electric, cable TV, telephone and other telecommunication facilities;
- (c) All railroad track of any kind, switching facilities, rail yards and other railroad-related infrastructure (subject to the provisions of Section 6.13);
- (d) All landscaping in common areas which shall be dedicated to the Maintenance Association pursuant to the CC&Rs, including landscaping in public rights-of-way subject to a Revocable Encroachment Permit in a form as provided in Exhibit "D";
- (e) All open space which is dedicated to the Maintenance Association;
- (f) All private pathways, private trails or private parks; and
- (g) Any other infrastructure not constructed on a private Parcel within the Project which is not expressly offered to the County and accepted by the County for County ownership and maintenance, and which is not dedicated to a governmental entity other than a general improvement district.

6.6 General Improvement Districts and Special Assessment Districts: Nothing contained in this Agreement shall prohibit or impair County and Developer from mutually agreeing to finance, construct, own or maintain all or any portion of the Project Private Infrastructure in a general improvement district ("GID"), special assessment district or similar district authorized by state and local law. Specifically, if in the future the County forms a GID or expands the basic powers of an existing GID in order to provide community water service or sanitary sewer service to the Project, then the provisions of Section 6.10 shall hereby be terminated and of no further force and effect.

6.7 TRI Public-Private Partnership Capital Improvement Plan: The cost of acquisition by County of all Project Public Infrastructure, and the cost of railroad facilities specified in Subsection 6.5(c), shall be paid through reimbursement by County to Developer ("Reimbursement Obligation") pursuant to the provisions of the TRI Public-Private Partnership Capital Improvement Plan, attached to this Agreement as Exhibit "E". In order to implement the intent of this Agreement and the CIP, the following provisions shall apply to the Developer:

- (a) Sales Tax Situs: To the maximum extent allowed by law in order to maximize sales tax revenues for County, Developer and all Owners shall provide in

**TRI Reimbursement Voucher - #2**  
**PATRICK BUSINESS PARK RAIL PROJECT**

ALL Vouchered invoices must  
reflect proof of payment.

	CONTRACTOR	INVOICE #	AMOUNT	STOREY COUNTY REVIEW Approved / Denied / Adjusted		TRI Sign-Off
<b>A</b>	APPLICATION					
<b>B</b>	Permitting					
	Storey County	ck #10651	\$5,412.00	Development Agreement 5.2(b) allows Building permit fees to be charged. These fees cover the cost of inspection and are not refundable.	Denied	
<b>C</b>	Design Contract					
	UCC Phase I Design - Contract Sec. 7 Sub-Section (H)	PO #30305	12,600.00	11,970.00	ADJ	
	Overhead & Profit @ 5%		630.00	Storey cannot pay overhead & profit.	Denied	
	RCO #9A Final Design for Rail Spur		7,245.00	6,900.00		
	CO #13 Install Dust Palliative		7,718.00	This is DP land; railspur has No. 2 road base.	Denied	
	"C" Sub-Total		28,193.00	18,870.00	Approved	
<b>D</b>	Construction Contract					
	UCC Phase II Construction Contract	PO # 36760	1,677,545.00	682,214.25	ADJ	
	CO # 1	(NO profit or OH)	119,304.00	102,420.00	ADJ	
	CO # 2		15,492.00	8,536.00	ADJ	
	CO # 3		(4,850.00)	(4,850.00)	OK	
	CO # 4		(3,582.00)	(3,582.00)	OK	
	"D" Sub-Total		1,803,909.00	784,738.25	Approved	

<b>TRI Reimbursement Voucher - #2</b> <b>PATRICK BUSINESS PARK RAIL PROJECT</b>				<b>ALL Vouchered invoices must reflect proof of payment.</b>		
	CONTRACTOR	INVOICE #	AMOUNT	<b>STOREY COUNTY REVIEW</b> Approved / Denied / Adjusted		TRI Sign-Off
<b>E</b>	Construction Invoices					
		1003700005 5/31/00	281,213.48			
		1003700006 6/30/00	553,152.00			
		1003700007 7/31/00	524,119.00			
		1003700008 8/31/00	339,945.86			
		1003700009 9/30/00	93,779.71			
		Close Out Invoice 11/20/00	(13,835.52)			
	"E" Sub-Total		1,778,374.53	778,442.73	ADJ	
	Shared savings (overage) - Returned to owner (-25,534.47)		28,193.00	2,658.53	ADJ	
		DP Management Fee @ 5%	90,328.00	Storey cannot pay overhead & profit.	Denied	
<b>TOTAL VOUCHER REQUEST</b>			<b>1,896,895.53</b>	<b>781,101.26</b>	SC Appvd	

I have completed my review of this **TRI Reimbursement Voucher Request #1** as requested and have notated the applicable approval, denial or adjustments next to their summary data above. I hereby submit my review and comments along with a full copy of said Voucher Request to the Storey County Comptroller.

Reviewed

by:

Dean Maymore - Community Development

Received

by:

Hugh Gallagher, Comptroller

Date:

18 MAY 2009

Date:

18 May 2009

# TRI Reimbursement Voucher - #2

(Patrick Business Park Rail Project)

Sect	Page	C O M M E N T S
<b>A</b>	<b>Application for Capital Improvement Voucher</b>	
<b>B</b>	<b>Permit for Construction</b>	
	<b>B-1</b>	Should not be billable here
<b>C</b>	<b>Design Contract PO #30305</b>	
	<b>C</b>	Information Sheet -- Only liable for \$12,600.00 Rail Design. NOT liable for any other items. Exhibit A - Not liable for Overhead and Profit (-\$4,668)
	<b>C-2</b>	NO - Same as C (only \$11,970.00 OK)
	<b>C-3</b>	This is a private crossing for Royal Sierra -- Not our responsibility. Railroad design already charged on 1 (????)
	<b>C-4</b>	Rail spur has No. 2 road base. Storey County does not pay palliative for DP property in the vicinity of a rail spur.
<b>D</b>	<b>Construction Contract</b>	
	<b>D</b>	
	<b>D-5</b>	Must be broken down. Storey does pay Profit & Overhead.
	<b>D-6</b>	Do not RCO #1 or #2. RCO #3 - Where was the additional crossing added?
	<b>D-7</b>	Not liable -- these are for DP building use only.
	<b>D-8</b>	No comment.
	<b>D-9</b>	No comment.
<b>E</b>	<b>Contractor Invoices</b>	
	<b>E-10</b>	Request for Payment Detail -- 40/Rail ONLY is payable.
	<b>E-11</b>	No comment.
	<b>E-12</b>	Approved changes (\$134,796.)?
	<b>E-13</b>	Approved changes (\$129,946.)?
	<b>E-14</b>	No comment.
	<b>E-15</b>	Shared savings (overage) -- Should be subtracted.
<b>F</b>	<b>Map Exhibits</b>	
	<b>F-16</b>	No comment.
	<b>F-17</b>	No comment.

HAND DELIVERED

June 1, 2001

Mr. Dean Haymore  
Storey County Building Department  
Administrative/Building, Planning and Economic Development  
110 Toll Road  
Gold Hill, Nevada 89440

RE: Patrick Business Park Rail Project  
Application for Capital Improvement Voucher

Dear Mr. Haymore:

Enclosed please find the Application for Capital Improvement Voucher.

Please sign below as acknowledgment and receipt of the above referenced documents.

Thank you.

Very truly yours,

**DERMODY PROPERTIES**

A handwritten signature in blue ink that reads "Paul Slocum, Jr.".

Paul A. Slocum  
Development Manager

**STOREY COUNTY BUILDING DEPARTMENT**

A handwritten signature in blue ink that reads "Dean Haymore" with the date "15 June 2001" written to the right.  
Dean Haymore  
Administrator/Building, Planning & Economic  
Development

PS/pm

Enclosures

1350

1200 Financial Blvd.

Reno, NV 89502

775.858.8080

1.800.775.SITE

FAX 775.856.0831

[www.dermody.com](http://www.dermody.com)



I have received this **“PATRICK BUSINESS PARK RAIL PROJECT – Application for Capital Improvement Voucher #2”** on behalf of the Storey County Commissioners per Marilou Walling’s instruction. Mrs. Walling further requested that I review and comment regarding the contents.

  
\_\_\_\_\_  
*Dean Haymore, Building Official*

1 June 2001  
Date

RECEIVED

JUN 01 2001

Storey County Building

## APPLICATION FOR CAPITAL IMPROVEMENT VOUCHER

**PROJECT NAME:** Patrick Business Park Rail

**PLANS PREPARED BY:** Lumos and Associates

**PERSON:** Tom Young

**ADDRESS:** 800 East College Parkway

**CITY:** Carson City

**STATE:** NV

**ZIP:** 89706

**CONTACT:**

**PROJECT DESCRIPTION:**

- ☐ ROADWAY CONTROL/DRAINAGE
- ☐ CHANNELS/STORM DRAINS
- ☐ COUNTY BUILDING COMPLEX
- ☐ PUBLIC PACK

- ☒ RAILROAD FACILITIES
- ☐ FREEWAY INTERCHANGE

**PROJECT LENGTH:** 6,096 LF ±

**LOCATION:** Map attached

**PROJECT OWNER:** Dermody Properties

**AMOUNT:** \$1,896,894.00

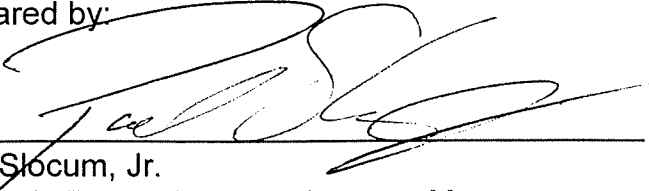
**OWNER ADDRESS:** 1200 Financial Boulevard

**CITY:** Reno

**STATE:** NV

**ZIP:** 89502

Prepared by:

  
\_\_\_\_\_  
Paul Slocum, Jr.  
Dermody Properties, Development Manager

cc: David Loring  
Aaron Paris  
Gary Duhon

# PATRICK RAILROAD SUMMARY SHEET

B)	<u>Permitting</u>		
	Storey County	chk #10651	<u>5,412.00</u>
C)	<u>Design Contract</u>		
	UCC Phase I Design	PO #30305	12,600.00
	Contract Sec. 7		
	Sub-Section (H)		
	Overhead & Profit @ 5%		630.00
		RCO #9A Final Design for Rail Spur	7,245.00
		CO #13 Install Dust Palliative	<u>7,718.00</u>
		Total	<u>28,193.00</u>
D)	<u>Construction Contract</u>		
	UCC Phase II Construction	PO #36760	1,677,545.00
	Contract		
	CO #1		119,304.00
		RCO #1 Tri Interface Grading	
		RCO #2 Revise Retaining Wall Rebar	
		RCO #3 Add Utility Crossings	
	CO #2		15,492.00
		RCO #4 Lower Gas Main	
		RCO #5 Install Water Line	
	CO #3		(4,850.00)
		RCO #6 Revised RCO #4	
	CO #4		(3,582.00)
		RCO #7 Credit for Sub-ballast	
		Total	<u>1,803,909.00</u>
E)	<u>Construction Invoices</u>		
	Invoice #1003700005	Dated 5/31/00	281,213.48
	Invoice #1003700006	Dated 6/30/00	553,152.00
	Invoice #1003700007	Dated 7/31/00	524,119.00
	Invoice #100370008	Dated 8/31/00	339,945.86
	Invoice #100370009	Dated 9/30/00	93,779.71
	Close Out Invoice	Dated 11/20/00	<u>(13,835.52)</u>
			1,778,373.00
			(+) <u>28,193.00</u>
			1,806,566.00
		Dermody Properties Management Fee @ 5%	(+) <u>90,328.00</u>
		Total	<u>1,896,894.00</u>



## Board of Storey County Commissioners Agenda Action Report

**Meeting date:** 8/1/2023 10:00 AM -  
**BOCC Meeting**

**Estimate of Time Required:** 15 min.

**Agenda Item Type:** Discussion/Possible Action

- **Title:** Discussion and possible consideration appointing Business Development Office Lara Mather to the Nevada Governor's Workforce Development Board (GWDB), serving as Storey County's rural Local Elected Official (LEO), subject to approval of the Governor.
- **Recommended motion:** I (commissioner) motion to appoint Business Development Office Lara Mather to the Nevada Governor's Workforce Development Board (GWDB), serving as Storey County's rural Local Elected Official (LEO), subject to approval of the Governor.
- **Prepared by:** Austin Osborne

**Department:**

**Contact Number:** 775.847.0968

- **Staff Summary:** The State of Nevada has an opening on the Governor's Workforce Development Board (GWDB) for a Local Elected Official from a rural county. The GWDB is similar in concept to the Nevadaworks board, the primary difference being the work is done at a statewide level and the GWDB has purview over workforce development at state agencies such as the Bureau of Vocational Rehabilitation, DETR's Jobseeker and Business Services, Department of Health and Human Services, and others.
- Appointment of a qualified representative to this rural seat vacancy will enhance access to state workforce resources to Storey County and other Nevada rural jurisdictions on this statewide board.
- The board meets two times per month. Live meetings are held in Las Vegas, and remote access is provided in Carson City.
- **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

## List of Storey County Board and Committee Appointments for 2023


### Amended August 1, 2023

1. Legislative Representative – Clay Mitchell and Austin Osborne with others, including department heads and staff as needed
2. Nevada-NACO – Jay Carmona with Lance Gilman as alternate.
3. Nevadaworks – Lance Gilman with Lara Mather as alternate
4. Friends of Storey County Senior Center Board – Lance Gilman
5. Storey County Safety Committee – Chris Hannum, Committee Chair
6. Comstock Cemetery Foundation Board – Honey Menefee
7. Carson Water Subconservancy District – Jim Hindle with Austin Osborne as alternate
8. State Land Use Planning Advisory Council (SLUPAC) – Kathy Canfield
9. Natural Resources Conservation Services (NRCS/USDA) – Kathy Canfield
10. Washoe-Storey Conservation District – Kathy Canfield
11. Truckee River Flood Management Authority, Technical Advisory Committee – Lance Gilman with Kathy Canfield as alternate
12. Comstock Historic District Commission – Clay Mitchell
13. Nevada Commission for the Reconstruction of the V&T Railway – Clay Mitchell
14. Saint Mary's Art Center – Jay Carmona
15. Historic Fourth Ward School and Museum Board – Clay Mitchell
16. Economic Development Authority of Western Nevada (EDAWN) – Austin Osborne
17. Western Nevada Development District (WNDD) (Elected official seat) – Clay Mitchell
18. Western Nevada Development District (WNDD) (Appointed official seat) – Honey Menefee
19. [Nevada Governor's Workforce Development Board \(Rural representative\) – Lara Mather](#)
20. Northern Nevada Development Authority (NNDA) (elected official seat) – Clay Mitchell
21. Northern Nevada Development Authority (NNDA) (appointed official seat) – Lara Mather
22. Northern Nevada Transportation Management Association – Lara Mather
23. Storey County Wildlife Advisory Board – Rob DuFresne, Greg Hess Sr., Greg "Bum" Hess, Casey Kelly, and Rich Bacus
24. Virginia City Tourism Commission: Paul Hoyle (hotel representative); Ron Gallagher (at-large representative); Angelo Petrini (business district representative); A. Perry (motel representative); and Jay Carmona (county commission representative).

#### Notes:

1. Friends of Storey County Senior Center, a non-profit 501(C)(3), will accompany and provide grant assistance and other support to Storey County Senior Services.
2. Before a County Manager position was created in Storey County, the board members would oversee certain departments of the county directly. This oversight may no longer be necessary with a County Manager now overseeing all appointed departments, and, therefore, a board member representative for Public Works is not assigned at this time. Also, the Fire District is overseen by the Fire District Chief, and that appointed Chief is overseen by the Fire District Board. Therefore, the same is represented for the Fire District list.



	<h1>Board of Storey County Commissioners</h1> <h2>Agenda Action Report</h2>	
Meeting date: 8/1/2023 10:00 AM - BOCC Meeting	Estimate of Time Required: 15 min.	
Agenda Item Type: Discussion/Possible Action		

- **Title:** Consideration and possible approval authorizing the County Manager to sign a contract between Storey County and Foley Public Affairs for lobbying and government affairs services during the Nevada legislative interim session August 1, 2023, through June 30, 2024, in the amount of \$4,000 per month.
- **Recommended motion:** I (commissioner) motion to approve authorizing the County Manager to approve and sign a contract between Storey County and Foley Public Affairs for lobbying and government affairs services during the Nevada legislative interim session August 1, 2023, through June 30, 2024, in the amount of \$4,000 per month.
- **Prepared by:** Austin Osborne

**Department:**

**Contact Number:** 775.847.0968

- **Staff Summary:** Maintaining the county's government affairs team is increasingly necessary during the interim season of the Nevada legislature. This firm will assist the county in lobbying efforts and discussions about regional economic and growth issues with various legislative committees that are planned to meet regularly during the interim session and in preparation for the 2025 general legislative session.
- 
- This firm is well positioned to assist Storey County and ensure its thorough representation on matters pertaining to anticipated future tax revenues from expired SB1 and other tax abatements, regional impacts from economic development and growth, and related matters.
- 
- The firm may also assist the county with potential legislative proposals on transportation, housing, broadband telecommunications, water, and other legislative matters potentially affecting Storey 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

**Contract for Lobbying Services  
Storey County, NV and Foley Public Affairs**

THIS AGREEMENT is entered into by and between Foley Public Affairs, 888 Pinehurst Dr., Las Vegas, NV 89109, legislative and government relations lobbyists, together with its successors and assigns, as an independent contractor, hereinafter referred to as "CONTRACTOR" and Storey County, Nevada, hereinafter referred to as "ORGANIZATION." This agreement shall hereafter be referred to as Contract.

Whereas ORGANIZATION is authorized to enter into Contracts with CONTRACTOR.  
Whereas it is both necessary and in the best interests of ORGANIZATION to enter into the Contract.  
Now therefore, in consideration of the aforesaid promises, the parties mutually agree as follows:

1. DEFINITIONS: "ORGANIZATION" means Storey County, Nevada, and is organized under the laws of the State of Nevada.
2. CONTRACT TERM: This contract shall be effective from August 1, 2023 – June 30, 2024.
3. INCORPORATED DOCUMENTS: The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work.
  - a. Scope of Work
4. COMPENSATION: For services rendered CONTRACTOR shall receive the following compensation:
  - a. Invoices for \$4,000 each will be issued to Storey County on the first of the month for the months during the term of this agreement.
5. INSPECTION & AUDIT:
  - a. Record - CONTRACTOR agrees to keep and maintain true and complete records as are necessary to fully disclose to ORGANIZATION, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
  - b. Inspection and Audit - CONTRACTOR agrees that the relevant records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of CONTRACTOR or its subcontractors, financial statements and supporting documentations, 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 of CONTRACTOR where such records may be found, with or without notice by an auditor.
6. 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.
7. INDEPENDENT CONTRACTOR: CONTRACTOR is associated with ORGANIZATION only for the purposes and to the extent specified in this Contract, and in respect to

performance of the contracted services pursuant to this Contract, CONTRACTOR is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for ORGANIZATION whatsoever with respect to the indebtedness, liabilities, and obligations of CONTRACTOR or any other party. CONTRACTOR shall be solely responsible for, and ORGANIZATION shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of ORGANIZATION; (4) participation or contributions by either CONTRACTOR or ORGANIZATION to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by ORGANIZATION. CONTRACTOR shall indemnify and hold ORGANIZATION harmless from, and defend ORGANIZATION against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither CONTRACTOR nor its employees, agents, or representatives shall be considered employees, agents, or representatives of ORGANIZATION. ORGANIZATION and CONTRACTOR shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such.

8. COMPLIANCE WITH LEGAL OBLIGATIONS: CONTRACTOR 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 CONTRACTOR to provide the goods or services required by this Contract. CONTRACTOR will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law.
9. 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 the Contract unenforceable.
10. ASSIGNMENT/DELEGATION: To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, or includes a waiver or abrogation of any defense to payment by ORGANIZATION, such offending portion of the assignment shall be void, and shall be a breach of this Contract. CONTRACTOR shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of ORGANIZATION.
11. CONFIDENTIALITY: Parties shall keep confidential all information, in whatever form, produced, prepared, observed or received by the receiving party pursuant to this Contract to the extent that such information is confidential by law or otherwise required by this Contract.
12. WARRANTIES: GENERAL WARRANTY - CONTRACTOR warrants that all services, deliverables, and/or work product under this Contract shall be completed in a professional manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the

specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

13. ENTIRE CONTRACT AND MODIFICATION: This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the 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.
14. NO GUARANTEES HAVE BEEN MADE AS TO THE FINAL OUTCOME IN ANY OF THE CLIENT’S MATTERS AND THE CLIENT AGREES TO PLAN ACCORDINGLY TO PRESERVE ITS INTERESTS.

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

\_\_\_\_\_

Helen A. Foley, President, Foley Public Affairs

\_\_\_\_\_

Date

\_\_\_\_\_

Austin Osborne, County Manager, Storey County

\_\_\_\_\_

Date

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## **Attachment: Lobbyist Scope of Work**

The following outlines the scope of work subject to this contract for government relations services for the 2023-2024 Interim Legislative Session and in preparation for the 2025 Legislative Session.

- Monitor all legislative issues of interest to Storey County.
- Monitor and promptly report back to the county on the status and actions of interim legislative committees and legislative committees as pertaining to Storey County's interests.
- Strategize, support, or possibly oppose legislation as it relates to the best interest of the client.
- Provide support to other client lobbyists when requested and when appropriate.
- Assist client representatives with meetings and presentations during the interim period and session.
- Maintain close contact with the County Manager and the Board of Storey County Commissioners, follow directive of the board and county officials, and brief the board and officials on issues before the legislature, per the directive of the board.
- Coordinate with county elected offices (e.g., Sheriff, Clerk-Treasurer, Recorder, Justice of the Peace, District Attorney, etc.) on legislative matters pertaining to their statutory offices.
- Abide by the Storey County Lobbyist Operations Plan and Code of Ethical Standards.





## Board of Storey County Commissioners Agenda Action Report

**Meeting date:** 8/1/2023 10:00 AM -  
**BOCC Meeting**

**Estimate of Time Required:** 15 min.

**Agenda Item Type:** Discussion/Possible Action

- **Title:** Consideration and possible approval authorizing the County Manager to sign a contract between Storey County and Silver State Government Relations for lobbying and government affairs services during the Nevada legislative interim session August 1, 2023, through June 30, 2024, in the amount of \$4,000 per month.
- **Recommended motion:** I (commissioner) motion to approve authorizing the County Manager to approve and sign a contract between Storey County and Silver State Government Relations for lobbying and government affairs services during the Nevada legislative interim session August 1, 2023, through June 30, 2024, in the amount of \$4,000 per month.
- **Prepared by:** Austin Osborne

**Department:**

**Contact Number:** 775.847.0968

- **Staff Summary:** Maintaining the county's government affairs team is increasingly necessary during the interim season of the Nevada legislature. This firm will assist the county in lobbying efforts and discussions about regional economic and growth issues with various legislative committees that are planned to meet regularly during the interim session and in preparation for the 2025 general legislative session.
- 
- This firm is well positioned to assist Storey County and ensure its thorough representation on matters pertaining to anticipated future tax revenues from expired SB1 and other tax abatements, regional impacts from economic development and growth, and related matters.
- 
- The firm may also assist the county with potential legislative proposals on transportation, housing, broadband telecommunications, water, and other legislative matters potentially affecting Storey 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

Contract for Lobbyist Services  
Between  
Storey County  
And  
Silver State Government Relations

THIS AGREEMENT (Agreement) is entered into by and between Silver State Government Relations, 204 N. Minnesota Street Carson City, NV 89703, legislative and government relations lobbyists, together with its successors and assigns, as an independent contractor, hereinafter referred to as “Contractor” and Storey County, PO Box 176 Virginia City, NV 89440, hereinafter referred to as “ORGANIZATION.”

Whereas ORGANIZATION is authorized to enter into contracts with Independent Contractors.

Whereas it is both necessary and in the best interests of ORGANIZATION to enter into this Agreement.

Now therefore, in consideration of the aforesaid promises, the parties mutually agree as follows:

1. DEFINITIONS. “ORGANIZATION” means Storey County, Nevada, a political subdivision of the State of Nevada.
2. AGREEMENT TERM. This contract shall be effective from August 1, 2023, through June 30, 2024, unless sooner terminated by either party as specified in paragraph eight (8).
3. NOTICE. All notices or other communications required or permitted to be given under the Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.
4. INCORPORATED DOCUMENTS. The parties agree that this Agreement, inclusive of the following attachments, specifically describes the scope of work. This Agreement incorporates the following attachments in descending order of constructive precedence:
  - a) ATTACHMENT A: Scope of Work

5. COMPENSATION. For services rendered, Contractor shall receive the following compensation:
- a) \$4,000 per month commencing August 1, 2023.
  - b) If parties agree to extend the contract related to additional work on the legislative matters at hand, contract term may be extended by mutual agreement with approval by the Board of Storey County Commissioners.
6. ASSENT. The parties agree that the terms and conditions listed on the incorporated attachment of this Agreement are also specifically a part of this Agreement and are limited only by their respective order of precedence and any limitations specified.
7. INSPECTION & AUDIT.
- a) Books and Records. Contractor agrees to keep and maintain true and complete records, contracts, books, and documents as are necessary to fully disclose to ORGANIZATION, or their authorized representatives, upon audit or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
  - b) Inspection and Audit. Contractor agrees that the relevant books, records (written, electronic, computer related, or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentations, 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 of Contractor where such records may be found, with or without notice by an auditor.
8. CONTRACT TERMINATION.
- a) Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.
  - b) Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated by either party upon written notice of default or breach to the other party as follows:
    - i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or
    - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

- iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
  - iv. If ORGANIZATION materially breaches any material duty under this Agreement and any such breach impairs Contractor's ability to perform.
- c) Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph three (3), and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- d) Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:
- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement . Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
  - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by ORGANIZATION;
  - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by ORGANIZATION;
  - iv. Contractor shall preserve, protect and properly deliver into ORGANIZATION's possession of all proprietary information.
9. ASSIGNMENT AND BINDING EFFECT. This Agreement shall be binding on and shall inure to the benefit of the respective successors and assigns to the Contractor and ORGANIZATION subject to the rights of the parties to terminate said Agreement as provided herein, but no assignment of this Agreement or any payments provided to be made hereunder shall be effective without written consent from the other parties.
10. 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 Agreement after the intervening cause ceases.

11. INDEPENDENT CONTRACTOR. Contractor is associated with ORGANIZATION only for the purposes and to the extent specified in this Agreement , and in respect to performance of the contracted services pursuant to this Agreement, Contractor is and shall be an independent contractor 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 Agreement . Nothing contained in this Agreement 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 ORGANIZATION whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor to any other party. Contractor shall be solely responsible for, and ORGANIZATION shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of ORGANIZATION; (4) participation or contributions by either Contractor or ORGANIZATION to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by ORGANIZATION. Contractor shall indemnify and hold ORGANIZATION harmless from, and defend ORGANIZATION against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of ORGANIZATION. ORGANIZATION and Contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine “independent contractor” status, and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such.
12. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Agreement any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law or regulation to be held by Contractor to provide the goods or services required by this Agreement. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law.
13. SEVERABILITY. If any provision contained in this contract is held to be unenforceable by a court of law or equity, this Agreement 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 the Agreement unenforceable.
14. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Agreement changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Agreement , attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by ORGANIZATION, such offending portion of the assignment shall be void, and shall be a breach of this Agreement . Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Agreement without prior written consent of ORGANIZATION.



15. CONFIDENTIALITY. Parties shall keep confidential all information, in whatever form, produced, prepared, observed or received by the receiving party pursuant to this Agreement to the extent that such information is confidential by law or otherwise required by this Agreement.

16. WARRANTIES.

- a) General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Agreement shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

17. ENTIRE CONTRACT AND MODIFICATION. This Agreement and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the 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 Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

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

\_\_\_\_\_  
William Adler  
Principal  
Silver State Government Relations

\_\_\_\_\_  
Date


\_\_\_\_\_  
Austin Osborne  
County Manager  
Storey County

\_\_\_\_\_  
Date

## **Attachment: Lobbyist Scope of Work**

The following outlines the scope of work subject to this contract for government relations services for the 2023-2024 Interim Legislative Session and in preparation for the 2025 Legislative Session.

- Monitor all legislative issues of interest to Storey County.
- Monitor and promptly report back to the county on the status and actions of interim legislative committees and legislative committees as pertaining to Storey County's interests.
- Strategize, support, or possibly oppose legislation as it relates to the best interest of the client.
- Provide support to other client lobbyists when requested and when appropriate.
- Assist client representatives with meetings and presentations during the interim period and session.
- Maintain close contact with the County Manager and the Board of Storey County Commissioners, follow directive of the board and county officials, and brief the board and officials on issues before the legislature, per the directive of the board.
- Coordinate with county elected offices (e.g., Sheriff, Clerk-Treasurer, Recorder, Justice of the Peace, District Attorney, etc.) on legislative matters pertaining to their statutory offices.
- Abide by the Storey County Lobbyist Operations Plan and Code of Ethical Standards.

	<h1>Board of Storey County Commissioners</h1> <h2>Agenda Action Report</h2>	
Meeting date: 8/1/2023 10:00 AM - BOCC Meeting	Estimate of Time Required: 15 min.	
Agenda Item Type: Discussion/Possible Action		

- **Title:** Consideration and possible approval authorizing the County Manager to sign a contract between Storey County and Walker and Associates for lobbying and government affairs services during the Nevada legislative interim session August 1, 2023, through June 30, 2024, in the amount of \$4,000 per month.
- **Recommended motion:** I (commissioner) motion to approve authorizing the County Manager to approve and sign a contract between Storey County and Walker and Associates for lobbying and government affairs services during the Nevada legislative interim session August 1, 2023, through June 30, 2024, in the amount of \$4,000 per month.
- **Prepared by:** Austin Osborne

**Department:**

**Contact Number:** 775.847.0968

- **Staff Summary:** Maintaining the county's government affairs team is increasingly necessary during the interim season of the Nevada legislature. This firm will assist the county in lobbying efforts and discussions about regional economic and growth issues with various legislative committees that are planned to meet regularly during the interim session and in preparation for the 2025 general legislative session.
- 
- This firm is well positioned to assist Storey County and ensure its thorough representation on matters pertaining to anticipated future tax revenues from expired SB1 and other tax abatements, regional impacts from economic development and growth, and related matters.
- 
- The firm may also assist the county with potential legislative proposals on transportation, housing, broadband telecommunications, water, and other legislative matters potentially affecting Storey 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

## **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into this \_\_\_\_ 1<sup>st</sup> \_\_\_\_ day of August, 2023, by and between Storey County (hereinafter referred to as “the County”) and Walker & Associates (hereinafter referred to as “the Consultant”).

WITNESSETH:

WHEREAS, the County desires to have the Consultant provide specified services during the term of this Agreement; and,

WHEREAS, the County and the Consultant desire to provide a full statement of their respective rights, obligations and duties in connection with the performance of the Consultant’s duties hereunder;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties do mutually agree as follows:

### **SECTION I: CONSULTANT’S SERVICES**

A. The Consultant shall provide advice and Consultant services with respect to matters concerning the County in connection with general legislative issues. These services will include, but are not limited to, preparing documents, research and fiscal analysis for the legislative committees, meeting with legislators, monitoring legislative committees and statewide financial committees, monitoring and providing updates of pending legislation.

B. The services shall also include assisting the County in formulating and finalizing a legislative strategy for Legislative sessions including the development of bill drafts for local and regional issues, working with legislators and NACO regarding upcoming legislative issues and the submittal of bill drafts to the Legislature.

### **SECTION II: COMPENSATION AND TERMS OF PAYMENT**

A. The County agrees to pay the Consultant \$4,000.00 per month, commencing on August 1, 2023.

B. The Consultant shall invoice the County on or near the 1<sup>st</sup> of each month for the services provided. All payments shall be due within 15 days after the County receives the invoice from the Consultant. Failure to pay the agreed upon amount as per Paragraph A of this Section will constitute a breach of this agreement.

### SECTION III: TERM AND TERMINATION

A. This agreement shall remain in effect for the term beginning August 1, 2023, and ending on the date the services are provided, but in no event, shall said ending date extend beyond June 30, 2024.

B. Either party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other party. The Consultant is entitled to pro rata fees up to any termination date, only if the County terminates this agreement.

### SECTION IV: INDEPENDENT CONTRACTOR AND SUBCONTRACTOR

A. The Consultant is performing the services and duties required hereunder as an independent contractor and not as an employee, agent, partner of, nor joint venturer with the County. Consultant will not be entitled to any employee benefits such as annual leave, sick leave, retirement benefits, health insurance or withholding of income taxes by County or any other similar benefits. Consultant will provide its own office space, equipment and supplies by which Consultant will provide its services. Consultant will not be supervised by any County employee in selecting the means and methods by which Consultant will provide its services.

C. The Consultant may retain employees or other professional service providers to perform the services required by this agreement. Consultant will be solely responsible for the provision of compensation and/or employee benefits to employees and professional service providers retained or employed by Consultant. The County and the Consultant agree that this agreement does not constitute an exclusive relationship. Nothing herein shall be construed as a limitation upon the right of the Consultant to engage in any other consulting agreement, service agreement, business venture or other activity.

D. 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 arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents.

### SECTION V: SERVICES TO BE PERFORMED

A. The Consultant shall be responsible for the professional quality, timely completion, and coordination of all services furnished by the Consultant.

B. The County understands that the Consultant will act solely in an advisory and consulting capacity. The Consultant cannot and will not make decisions on behalf of the County. Any final decisions about any of the matters for which the Consultant has been retained remain solely the County.

D. No services or work performed shall be released without the express written permission of the County.



## SECTION VI: MISCELLANEOUS

A. Any notice required or permitted by this Agreement shall be in writing and shall be deemed given at the time it is deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given as follows:

CONSULTANT      Mary C. Walker  
                          Walker & Associates  
                          661 Genoa Lane  
                          Minden, NV 89423

COUNTY:           Austin Osborne  
                          Storey County Manager  
                          26 B Street  
                          Virginia City, NV 89440

B. This agreement may not be assigned by either party without the express written consent of the other party.

C. This agreement will be interpreted and enforced under Nevada Law. The venue of any lawsuit brought to enforce any part of this agreement must be brought in the First Judicial District Court of the State of Nevada.

D. This agreement is solely for the benefit of the parties hereto. This agreement is not intended to create any right in or benefit to any other persons or entities or members of the general public..

E. This agreement embodies the whole agreement between the parties. There are no inducements, promises, terms, conditions or obligations made or entered into by the County or the Consultant other than those contained in the agreement

IN WITNESS WHEREOF, the County and the Consultant have duly executed this Agreement on the date first written above.

WALKER & ASSOCIATES

STOREY COUNTY

\_\_\_\_\_  
 Mary C. Walker

Date: \_\_\_\_\_

\_\_\_\_\_  
 Austin Osborne, County Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
 Jim Hindle, Storey County Clerk-Treasurer

## **Attachment: Lobbyist Scope of Work**

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- Coordinate with county elected offices (e.g., Sheriff, Clerk-Treasurer, Recorder, Justice of the Peace, District Attorney, etc.) on legislative matters pertaining to their statutory offices.
- Abide by the Storey County Lobbyist Operations Plan and Code of Ethical Standards.



## Board of Storey County Commissioners Agenda Action Report

**Meeting date: 8/1/2023 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. All-Lite Materials LLC – Mining / 3005 Canyon Way – Sparks, NV
- B. Aurora Parts & Accessories LLC – General / 1525 Venice ~ McCarran, NV
- C. B&J Industries, LLC – Out of County / 599 East Nugget Ave ~ Sparks, NV
- D. Boiler & property Consulting – Out of County / 5018 Bristol Ind Way Ste 203 ~ Buford, GA
- E. Brinderson LLC – Contractor / 10343 Sam Houston Park Dr. Ste. 200 ~ Houston, TX
- F. Cal-Nevada Road Services LLC – Out of County / 1408 Pittman Ave ~ Sparks, NV
- G. Clayton homes #890 – Out of County / 10020 Highway 50 East ~ Carson City, NV
- H. Dobbas Railroad Services LLC – Out of County / 300 London Dr ~ McCarran, NV
- I. Faria's Mobile Repair – Out of County / 8721 Rainbow Trout Ct. ~ Reno, NV
- J. Infinity Painting & Decorating Inc. – Contractor / 200 Canyon Way Ste. B ~ Sparks, NV
- K. Kona Ice of Sparks Truck # 1 – Food Truck / 4690 Longley Ln # C-126 ~ Reno, NV
- L. Kona Ice of Sparks Truck # 2 – Food Truck / 4690 Longley Ln # C-126 ~ Reno, NV
- M. Las Tapatias Food Truck – Food Truck / 14185 Pyramid Way ~ Reno, NV
- N. Linde Gas & Equipment Inc. – Out of County / 2301 SE Creekview Dr. ~ Ankeny, IA
- O. Maynard Block Properties LLC – General / 1491 Main St. ~ Virginia City, NV
- P. Mountain Vista Roof Systems LLC – Contractor / 19 Glen Carran Cir. ~ Sparks, NV
- Q. Prestige Builders LLC - Contractor / 2009 Lanstar Dr. ~ Sparks, NV
- R. Quench USA Inc. – Out of County / 630 Allendale Rd. ~ King of Prussia, PA
- S. RSAnalysis LLC – Out of County / 1035 Suncast Ln # 130 ~ El Dorado Hills, CA
- T. R. Schneider Cosntruction LLC – Contractor / 53 Bellevue Rd. ~ Carson City, NV
- U. Taber LLC – Contractor / 536 Galveston St. ~ West Sacramento, CA
- V. The Herrick Corporation – Contractor / 3003 E. Hammer Lane ~ Stockton, CA
- W. United Rentals (North America) Inc. – General / 1777 Peru Dr. ~ Sparks, NV

- **Recommended motion:** Approval

- **Prepared by:** Ashley Mead

**Department:**

**Contact Number:** 775-847-0966

- **Staff Summary:** Second readings of submitted business license applications are normally approved unless, for various reasons, requested to be continued to the next meeting. A follow-up letter noting those to be continued or approved will be submitted

prior to the 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

July 24, 2023  
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **August 1, 2023**

COMMISSIONERS Consent Agenda:

## **SECOND READINGS:**

- A. All-Lite Materials LLC** – Mining / 3005 Canyon Way – Sparks, NV
- B. Aurora Parts & Accessories LLC** – General / 1525 Venice ~ McCarran, NV
- C. B&J Industries, LLC** – Out of County / 599 East Nugget Ave ~ Sparks, NV
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Ec: Community Development  
Commissioner's Office

Planning Department  
Comptroller's Office

Sheriff's Office